

# LEPELLE NORTHERN WATER



**TENDER NO: LNW 11/24/25 (Re-Advert)**

**PROJECT NAME: PANEL FOR PROFESSIONAL SERVICES PROVIDERS  
TO RENDER MULTI-DISCIPLINARY SERVICES FOR LEPELLE  
NORTHERN WATER COVERING: CIVIL, STRUCTURAL, MECHANICAL,  
ELECTRICAL, ELECTRONIC AND INSTRUMENTATION ENGINEERING &  
ENGINEERING MANAGEMENT SERVICES FOR A PERIOD OF FIVE (5)  
YEARS.**

**CLOSING DATE: 7 FEBRUARY 2025 @ 11:00 AM**

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**ISSUED BY:  
LEPELLE NORTHERN WATER**

**Physical address:** 01 Landros Mare Street  
Polokwane  
0700

**Tel:** 015 295 1800

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**NAME OF TENDERER:** \_\_\_\_\_

CATEGORY	VALUE OF WORK	SELECTION OF CATEGORY BY BIDDER
A	R 1 to R 100 000 000	
B	R 100 000 001 to R 349 999 999	
C	R 350 000 000 to unlimited	

### CHECKLIST

Please indicate in the column (Completed) Yes or No in writing and sign when completed at the bottom of this page.

Position in Document	Description	Complete (Yes / No)	Initial
	<b>Compulsory Attendance certificate - Completed and Signed</b>	<b>N/A</b>	
<b>Annexure A &amp; Table T1-8</b>	Relevant work experience carried out - Completed and Signed		
<b>Annexure B &amp; Table T1-7</b>	Tenderer Key Personnel CV and Professional Registrations		
SBD 1	Invitation to Tender - Completed and Signed		
SBD 2	Tax Clearance Certificate - Completed and Signed		
<b>SBD 3.3</b>	<b>Pricing Schedule – Firm Prices</b>		
Part 3	Pricing Schedule - Completed and Signed		
<b>SBD 4</b>	<b>Declaration of interest - Completed and Signed</b>		
SBD 5	The National Industrial Participation Programme	<b>N/A</b>	
SBD 6.1	Preference Points - Completed and Signed		
Part 4	Form of Offer and Acceptance - Completed and Signed		
Part 4	Contract Data - Completed and Signed		
	Company registration certificated/ Copy of a sole trader (Copies must be certified)		
	<b>Registered with the CSD</b>		
	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 if applicable		
	Municipal current rates account not more than three months		
	Professional Indemnity		
	<ul style="list-style-type: none"> <li>▪ Bid documents should be limited to <b>only 2x files</b> (tender document and returnable) documents separately.</li> <li>▪ Tender document printed as per the page colour required.</li> </ul>		

Signed: .....

Date: .....

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# **PART 1**

## **TENDERING PROCEDURES**

**Tender No: LNW 11/24/25**

**PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER  
MULTI-DISCIPLINARY SERVICES FOR LEPELLE NORTHERN WATER  
COVERING: CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL,  
ELECTRONIC AND INSTRUMENTATION ENGINEERING & ENGINEERING  
MANAGEMENT SERVICES ON AN AS-AND-WHEN REQUIRED BASIS  
FOR A PERIOD OF 5 YEARS.**

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bidders are hereby invited from qualified and registered Professional Service Providers to participate in the PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER MULTI-DISCIPLINARY PROFESSIONAL CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL AND ELECTRONIC ENGINEERING, AND PROJECT AND CONSTRUCTION MANAGEMENT SERVICES ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 5 YEARS of Lepelle Northern Water with extensive experience in the water industry.

Bid documents will be available on National Treasury E-tender portal / <https://www.etenders.gov.za> from **Thursday, 16 January 2025**. This is a re-advert of the bid which was meant to close on the 2<sup>nd</sup> December 2024 and 27 January 2025 respectively.

A **Compulsory briefing session** will be not be applicable.

BID: LNW 11/24/25

**PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER MULTI-DISCIPLINARY PROFESSIONAL CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL AND ELECTRONIC ENGINEERING, AND PROJECT AND CONSTRUCTION MANAGEMENT SERVICES ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 5 YEARS.**

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 Friday 7 February 2025**.

Bids will be opened on the closing date at **11h00 on Friday 7 February 2025** in public. All bids shall hold good for **90 days** as from the closing date.

Bid documents which are not received and/or deposited in the LNW tender box located **Lepelle Northern Water in Polokwane situated in No. 1 Landros Mare Street 0700** before **11h00** 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** should be directed to **Ms. Abigail Sebaka** by email: [abigails@lepelle.co.za](mailto:abigails@lepelle.co.za) at **015 295 1800** and **Technical related** enquiries should be directed to **Mr Gundo Motsoare** by email: [gundom@lepelle.co.za](mailto:gundom@lepelle.co.za) at **015 295 1800 from 08h00 to 16h00**. Responses shall be issued via email and further communicated via the National Treasury E-tender portal where necessary.

Bidders are requested to ensure to visit the National Treasury E-tender portal / <https://www.etenders.gov.za> website regularly before the tender closing for any addenda that might have been issued.

**Quires submitted after the 26 January 2025 will not be entertained. Clarifications of queries shall be published on the e-tender / <https://www.etenders.gov.za> portal on 28 January 2025.**

**N.B:** 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 90-150 days after the closing date must consider their proposal unsuccessful.

## **T1.2 EVALUATION CRITERIA**

*Bidders will be evaluated and pre-qualified on functionality first, and only those achieving the required minimum functionality points on either category will be evaluated further on administrative compliance and thus listed on the panel. Successful bidders will then be considered for appointment into the panel for a period of five (5) years.*

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

### **A. MANDATORY REQUIREMENTS**

**LNW will be entitled to exclude from the pre-qualification evaluation process any applicant that fails to comply with the following, namely:**

- i. Bidders must be registered on Central Supplier Database (CSD) on or before the closing date of the Bid.
- ii. Any bidder representative (Director or Shareholder) who is employed by the state will not be considered. i.e., in the event that a bidder representative is in the employ of the state, such a bid proposal will not be considered.
- iii. Failure to select one (1) category or selecting more than one (1) category will lead to disqualification.
- iv. Professional Indemnity (PI) of a value prescribed, corresponding to the selected category - submit proof of cover. Letters of intent to offer professional indemnity will not be considered. Professional Indemnity comply with the legislative framework (e.g., FAIS - Financial Advisory and Intermediary Services Act of 2002 as per selected category.

CATEGORY	VALUE OF WORK	MINIMUM REQUIRED PROFESSIONAL INDEMNITY COVER
A	R 1 to R 100 000 000	R 10 million
B	R 100 000 001 to R 349 999 999	R 30 million
C	R 350 000 000 to unlimited	R 50 million

**Table T1-1.** Professional Indemnity Requirement

- v. In the case of joint venture (JV) proposals, a duly signed JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid if applicable.
- vi. Listed a minimum of three (3) relevant bulk water infrastructure projects with a value corresponding to the category selected or higher (**category A – up to R 100 million or category B – up to R 349 million or category C - above R 350 million**) for each project as per table (**Table T1-1**) above within the last 15 years. The bidder is to complete the company experience table (**Table T1-5**) and complete the LNW reference form provided as **Annexure A**. Appointment letters for the listed projects must be provided.

**B. ADMINISTRATIVE COMPLIANCE**

**These documents shall be required from the bidders. Failure to submit within 48 hours of confirmed acknowledgment of receipt shall lead to disqualification. LNW shall consider the next preferred bidder who qualifies.**

- i. Attached proof of Company or Shareholders Municipal Rates or Lease agreement with statement or a dated stamped letter from tribal authority. (Proof not more than three (3) months old from advert date).
- ii. Provide certified ID copies for key personnel under functionality not older than 6 months.
- iii. Provide certified ID copies of the all the company shareholders/directors not older than 6 months.
- iv. Bidders must submit a soft copy in a form USB containing all the tender/bid document submission together.
- v. Complete all SBD forms.
- vi. Letter of Good standing, COIDA – Professional Engineering Services, professional services or project management.
- vii. Company registration documents.
- viii. Bidder shall be dis-qualified if found to be in the list of restricted suppliers by the National Treasury.

**NOTES 1 :**

- a) *All the above administrative compliance documents will be requested from the bidders if not submitted with the tender document and failure to submit within 48hrs upon request will lead to disqualification.*
- b) *The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid (Point will be allocated as per pro rata (proportional) JV percentage split). This is only applicable on company experience under functionality.*
- c) *The JV partners must submit both mandatory documents for each Company.*
- d) *Preferred JV bidder will be required to submit a JV bank account and VAT number on request.*
- e) *The bidders must comply with all terms and condition 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 works due to budget constraint or reduction of scope at no cost.*
- h) *Bidders will be subjected to risk assessment, verification, and arithmetic check.*
- i) *LNW reserves the right to verify any information provided by the bidder, falsified and fraudulent reference or experience will lead to disqualification and restricting in terms of SCM process in conjunction with legal/law enforcement process.*
- j) *Failed reference checks with previous employers or clients within 5 working days shall result in zero(0) points being awarded on company experience. Bidders are to provide accurate contact details of traceable projects with the clients.*
- k) *All ECSA or SACPCMP certification shall be verified online. Cancelled or inactive professional registrations on the day of evaluation shall result in zero (0) points being awarded on the nominated professional.*
- l) *Bidders recommended for appointment into the panel shall be subjected to State Security Assessment.*



### C. CONTRACT CONDITIONS

- i. The panel shall be for **as and when required basis**. LNW reserves the right not to allocate any consultant any work order for the duration of the 5 years. There shall not be any financial compensation for being listed in the bid.
- ii. Consultants appointed through RQF shall be required to sub-consult lower category PSP on the LNW panel of engineers to a minimum of 30% to (subconsultants owned by at least 51% owned by black people who are youth, black, women, military veterans, people with disabilities).
- iii. The Client reserves the right to reduce or increase scope of work on the scope.
- iv. The approved bidder shall under no circumstances interrupt the operations of the plant as a result of his/her activities in, or around the Scheme unless in agreement with the Project Manager.
- v. The professional Indemnity shall remain active for the duration of the contract until the close out of the project. No cancellation or expiry shall be permitted without prior notice to LNW.
- vi. Full adherence to the Occupational and Health and Safety Act, Act 85 of 1993 and other applicable Acts will be applicable during the course of the contract.
- vii. LNW shall allow (Professional Service Provider) PSP's to make use of outsourced specialist consultants (Welding and Corrosion Inspectors, Metallurgical studies, Geotechnical Engineering; OHS, Social facilitation, Environmental, Quantity surveying, Geo- Hydrology, etc.) provided that such personnel is qualified and registered at the relevant institutions, preference shall be given to companies registered within the LNW database, procured under the PSP and reimbursed in terms of ECSA Clause 4.6. LNW reserves the right to approve such specialist outsourced consultants after submission of at least (3) three quotations.
- viii. The engineer appointed on any work order shall be required to train one of the junior/candidate engineers within LNW and furthermore to hire a graduate with not more than (2) two years in working for the duration of the project service in consultation and conjunction with LNW as part of LNW cooperate social investment within the Water Sector in skills development as stated in the Scope of Works **Training and Capacity Building – New Graduates in Engineering**.
- ix. Time rates shall only be utilized upon prior approval by LNW. The time rates shall be subject to CPI escalation for Limpopo province after 24 months.
- x. The Resident engineers shall implement Construction Monitoring at an additional cost as per the time rates tendered for the duration of the contract at a frequency of 14 days per month where applicable.
- xi. All information developed on the project by the consultant shall remain the property of LNW. All design calculations and project background files including priced BOQ from the consultant shall be submitted to LNW when requested and remain the property of LNW. All rights on information shall remain with LNW.
- xii. The consultants directors and shareholder shall cede their full authority and accountability to the team of professionals in terms of the ECSA professions act of 2000.

- xiii. Hourly rates shall apply to the stage 5 after the contractor's contract period. Any extension required shall be subject to approval and LNW reserves the right to end/suspend the services with the PSP during this stage.
- xiv. Furthermore, the hourly rates shall be utilized on items which are above the scope of works indicated upon instruction by LNW. Hourly rates cost shall not include due diligence on any item design related to the scope of works already specified and project management related matters within the contract. The exclusion from utilizing hourly rates refers to items such as stress and hydraulic analysis, updating or developing drawings, numerous contract related matters within the project; these are deemed to be included in the percentage rates fees. Exceptions to use hourly rates are only for special cases for adjudication and arbitration and social-economic matters on site resulting in stoppages, the same shall be remunerated on hourly rates subject to approval by LNW first before implementation in writing.
- xv. Recoverable Cost shall be paid as follows:
  - a) Fees for Additional Services shall be paid accordance to **ECSA guidelines of 2015, Government Gazette RSA Vol. 606 Pretoria, 4 December 2015 No. 39480 or latest as approved by the LNW.**
  - b) Any additional costs implemented without a prior written approval shall be at the engineer's own cost.
  - c) No specialist services, sub-specialist or investigation shall be procured without a prior approval by LNW. A minimum of 3 quotations shall be required with legislative requirements for SCM.
  - d) Accommodation and subsistence will be in terms of the National Treasury cost-containment regulations for daily accommodation outside the project location (Limpopo Province) – proof to be provided. Monthly accommodation for Resident Engineer shall be limited to R 3000,00 per month to LNW account, the difference shall be at the engineer's account.
  - e) The Latest (**RATES FOR REIMBURSABLE EXPENSES**) Public Works rates Travel Rate (Claims to be from Lepelle Northern Water head office No 1. Landros Mare Street POLOKWANE 0699) vehicle according to Public Works rates. Tendered time rates shall apply on travel time, CPI for Limpopo shall only apply after 24 months from tendering.
  - f) Disbursement claims with three (3) quotations to be submitted for approval to the client before implementation.
- xvi. The panel will be utilized for the value of the project in line with the scope for a period of five (05) years and linked to specific project duration until completion (services shall not be limited by the panel period) of the works.



#### D. FUNCTIONALITY

Under functionality, Bidders must achieve a minimum of 80% of functionality in order to be considered for further evaluation.

#### FUNCTIONALITY EVALUATION CRITERIA

- Under functionality, Bidders must achieve a minimum functionality of **80 points** to be considered for further evaluation.
- Bidder personnel that do not meet the required years of post ECSA registration will score 0 (zero) under the relevant professional engineer functionality scoring section.

No	CRITERIA	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS ALLOCATION	SCORE
1	<b>Key Personnel: Technical Qualifications and Experience</b>  Company Organogram to be attached - <b>Table T1-4</b> , clearly showing the role of the nominated official. Bidders are to utilise the CV format template provided in <b>Annexure B</b> . Failure to provide an organogram and to utilize the cv template provided will result in zero (0) points being score on all key personnel. The	<b>PROJECT ENGINEER – CIVIL ENGINEERING</b> professionally registered as Pr. Eng, or Pr. Tech Eng,– with a minimum of <b>10 years' experience post ECSA registration</b> , not fully compliant in the required criteria will score 0 points.  <b>Points will be allocated as follows:</b>	6 or more relevant projects in <b>Bulk Water Infrastructure</b> (pipelines/ canals/ channels/ dams/ reservoirs/ treatment plant/ package plant/ pump stations / water retaining structures) role as an engineer.	15	
			3 – 5 relevant projects in <b>Bulk Water Infrastructure</b> (pipelines/ canals/ channels/ dams/ reservoirs/ treatment plant/ package plant/ pump stations/ water retaining structures) role as engineer.	10	
			Less than 3 projects in <b>Bulk Water Infrastructure</b> (pipelines/ canals/ channels/ dams/ reservoirs/ treatment plant/ package plant/ pump stations or water retaining structures) role as an engineer or not fully compliant in the required criteria.	0	
		<b>PROCESS SPECIALIST – CHEMICAL ENGINEERING OR BACHELOR OF SCIENCE</b> (relevant to water quality)	6 or more relevant projects in <b>Bulk Water Infrastructure</b> (water or wastewater treatment plant) role as a water process specialist.	10	



No	CRITERIA	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS ALLOCATION	SCORE
	<p>personnel must be aligned to the required resources as per the key personnel required in this bid, if not aligned 0 points will be scored.</p> <p>All professional registrations are to be fully active throughout the procurement process and contract period. The professional registration shall be linked to the basic qualification in which the bidder is being assigned. If not, 0 points will be scored.</p> <p>Note: Bidders' key personnel experience on projects shall count after professional registration. Experience before professional registration shall score zero (0) points.</p>	<p>professionally registered as Pr. Eng, or Pr. Tech Eng or Pr. Sci. Nat – with a minimum of <b>5 years' experience post ECSA or SACNASP registration</b>, not fully compliant in the required criteria will score 0 points.</p> <p><b>Points will be allocated as follows:</b></p>	3 – 5 relevant projects in <b>Bulk Water Infrastructure</b> (water or wastewater treatment) role as a water process specialist.	5	
			Less than 3 projects in <b>Bulk Water Infrastructure</b> (water or wastewater treatment plant) role as a water process specialist. or not fully compliant in the required criteria.	0	
		<p><b>PROJECT ENGINEER – MECHANICAL ENGINEERING</b> professionally registered as Pr. Eng, or Pr. Tech Eng,– with a minimum of <b>5 years' experience post ECSA registration</b>, not fully compliant in the required criteria will score 0 points.</p> <p><b>Points will be allocated as follows:</b></p>	6 or more relevant projects in <b>Bulk Water Infrastructure</b> (pipelines / pump stations or treatment plant/ package plant) role as an engineer.	10	
			3 – 5 relevant projects in <b>Bulk Water Infrastructure</b> (pipelines / pump stations or treatment plant/ package plant) role as an engineer.	5	
			Less than 3 projects in <b>Bulk Water Infrastructure</b> (pipelines / pump stations or treatment plant/ package plant) role as an engineer or not fully compliant in the required criteria.	0	
		<p><b>PROJECT ENGINEER – ELECTRICAL ENGINEERING</b> professionally registered as Pr. Eng, or Pr. Tech Eng,– with a minimum of <b>5 years' experience post</b></p>	6 or more relevant projects in <b>Bulk Water Infrastructure or Industrial Projects</b> (sub-station/ motor control centre / pump stations/ treatment plant/ package plant) role as an engineer.	10	



No	CRITERIA	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS ALLOCATION	SCORE
	The same resource or key personnel <b>may not</b> be utilised on multiple positions. Overallocated key personnel shall score zero (0) on all positions indicated.	<b>ECSA registration</b> , not fully compliant in the required criteria will score 0 points. <b>Points will be allocated as follows:</b>	3 – 5 relevant projects ( <b>Bulk Water Infrastructure or Industrial Projects</b> ) (sub-station/ motor control centre / pump stations / treatment plant/ package plant) role as an engineer.	5	
			Less than 3 projects ( <b>Bulk Water Infrastructure or Industrial Projects</b> ) (sub-station/ motor control centre / pump stations / treatment plant/ package plant) role as an engineer or not fully compliant in the required criteria.	0	
	Key personnel appearing in multiple bids will be requested to confirm and withdraw in one.	<b>PROJECT MANAGER</b> with a professional registration as a Pr. CPM with SACPCMP or Pr. Eng, or Pr. Tech Eng, or PMP certification with a <b>minimum of 5 years post professional registration</b> , not fully compliant in the required criteria will score 0 points. <b>Points will be allocated as follows:</b>	6 or more relevant projects (construction or built-environment) role as a project manager.	10	
			3 – 5 relevant projects (construction or built-environment) role a project manager.	5	
			Less than 3 projects (construction or built-environment) role as a project manager.	0	
	Sub-Total 1: (55 Points Maximum)				



No	CRITERIA	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS ALLOCATION	SCORE
2	Tenderer's (COMPANY) Experience  Table T1- 5 & Annexure A	Implemented traceable projects in South Africa, for BULK WATER INFRASTRUCTURE in feasibility/ master planning/ technical analysis/ design/ construction monitoring / project management.  ✓ Tenderers to provide appointment letters, and signed reference letters on a template provided. ✓ Reference form to be completed in full with Clients/Employers details. ✓ Complete Project Experience form in Table. ✓ Completed reference forms shall be verified with the employer/client.	Four (4) or more relevant projects in <b>(Bulk Water Infrastructure)</b> worth the value of work linked to the category selected - <i>(category A – up to R 100 million or category B – up to R 349 million or category C - above R 350 million)</i> for each project within the last 15 years. Scoring will be as per the Table T1.1.	40	
			Three (3) relevant projects in <b>(Bulk Water Infrastructure)</b> worth the value of work linked to the category - <i>(category A – up to R 100 million or category B – up to R 349 million or category C - above R 350 million)</i> for each project within the last 15 years. Scoring will be as per the Table T1.1.	30	
Sub-Total 2: (40 Points Maximum)					



No	CRITERIA	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS ALLOCATION	SCORE
3	Quality Management System	Professional Service Provider Quality Management plan or system	ISO 9001 – Quality Management certificate	5	
			Bidder only providing an quality management plan on professional engineering services	3	
			Bidders not providing any quality management plan	0	
Sub-Total 3: (5 Points Maximum)					
TOTAL				100 POINTS	
MINIMUM THRESHOLD				80 POINTS	

Table T1-2. Functionality Table

Only bidder's that meet the 80% threshold will be considered for appointment into the panel, subject to reference verification.

- The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid (Point will be allocated as per pro-rata (proportional) JV percentage split). JV Bidders must complete the forms on pages 49 and 50. This is only applicable on company experience under functionality evaluation.
  - The same principle shall not apply on professional indemnity. Professional indemnity of either of the parties need to cover the minimum required cover.
- i. To pass functionality the bidder shall score : **Table T1-3:**

CATEGORY	VALUE OF WORK	MINIMUM POINTS TO PASS FUNCTIONALITY
A	R 1 to R 100 000 000	80 points
B	R 100 000 001 to R 349 999 999	80 points
C	R 350 000 000 to unlimited	80 points



- ii. Bidders need to provide matching or corresponding professional indemnity cover, company experience relevant projects and selected category.
- iii. Note that, the LNW shall verify any information provided by the bidder, falsified and fraudulent reference or experience will lead to disqualification and restricting with the National Treasury in terms of SCM process in conjunction with legal/law enforcement process.
- iv. Bidders recommended for appointment shall be subjected to State Security Assessment.
- v. Bulk Water or (wastewater) Projects includes the following :
  - Potable water treatment works and its associated structures.
  - Wastewater treatment work and its associated structures.
  - Water transfer infrastructure such as pumping stations, pipelines, canals, channels and reservoirs.
  - Water retaining structures such as dams, reservoirs, lagoons and other structures that retain water.
  - Boreholes, house connections reticulation, estate, property, stormwater, roads and housing development projects **SHALL NOT** be considered as bulk water projects.
- vi. Industrial Projects in terms of Electrical Engineering works includes the following :
  - All Mining applications of 500 kVA or higher.
  - Manufacturing and Production facilities with Electrical Works of 500 kVA or higher.
  - Any electrical installation with power supply of at least 5000 kVA or higher.
  - Municipal and Eskom Electrification with power supply at least 5000 kVA or higher.
  - Housing, Property Development, Commercial Buildings or general buildings and Electrification less than 5000 kVA of electrical installation **SHALL NOT** be considered as industrial projects.
- vii. Process Specialist in terms of Water Quality qualifications or fields includes the following based on the SACNASP fields of practice:
  - Chemical Sciences
  - Biological Sciences
  - Microbiological Sciences
  - Water Resource Sciences



## **E. TECHNICAL EVALUATION REQUIREMENTS**

Bidders should ensure that the following submission requirements are included in their bids. Non-submission may result in a score of a zero (0).

### **CV Template**

- a) Service providers must submit all the information required for evaluation purposes including the CV of the proposed key personnel, in the format at Annexure B, which reflects the qualifications, professional registrations, skills, project done and experience of the person.
- b) Bidders must ensure that the CV is signed by the respective individuals confirming that he/she is not included in bids from other service providers. LNW reserves the right to confirm with individuals where their names appear in more than one bid.
- c) Non-compliance with the CV requirements above may result in lower scores, if the information needed for the technical evaluation cannot be inferred from the CVs that are submitted.

### **Proof of Qualifications**

- a) Bidders must provide supporting documentation as proof of educational qualifications as well as copies of all required certificates contemplated in Annexure B.

**Please note that a successful bidder will be requested to provide certified copies of certificates prior to the award being made.**

- b) Please note Certificate of membership shall not be deemed as proof of educational qualification (Education qualifications refers to certifications issued by institutions of high learning e.g., Certificate, diploma, degree, etc.)
- c) Non-submission of qualifications will lead to a score of zero for the qualifications' technical criterion (Table T1-2 of the evaluation criteria).
- d) All international qualifications must be accompanied by South African Qualifications Authority (SAQA) Accreditation.
- e) Non-submission of SAQA confirmation will lead to a score of zero for the qualifications' technical criterion (section A of the evaluation criteria).
- f) Non-compliance with the proof of qualifications requirements above may result in lower or zero scores if the information needed for the technical evaluation cannot be inferred from the information that is submitted.

**Failure by a bidder to comply with the above minimum requirements may result in such Bidder's proposal not being evaluated further or affect the technical evaluation score that is awarded.**

## **F. OTHER REQUIREMENTS**

Bidders should ensure that the following submission requirements are included in their bids non-submission may result in a score of a zero (0).

### **1) Technical Evaluation Requirements**

- (i) Specify the nature of Partnership e.g Consortium, Joint venture, Sub-contracting where applicable and include a signed partnership agreement.

### **2) CV TEMPLATE**

- (ii) The CV of the proposed firm (service provider)/ proposed resource (e.g., team leader and members) should be submitted in the prescribed format provided in Annexure B.
- (iii) Bidders must submit all the information required for evaluation purposes in the CV of the proposed resource including her/his qualifications, skills and experience; as well as the track record of the resource in conducting similar assignments for bulk water projects only.
- (iv) Bidders must ensure that CVs are signed by the respective individuals confirming that he/she is not included in bids from other service providers. LNW reserves the right to confirm with individuals where their names appear in more than one bid. If a key personnel CV is found to be in multiple bids, he/she will be required to withdraw on either of the bidders and zero (0) will be given to the withdrawn key personnel.
- (v) Non-compliance with the CV requirements above may result in lower scores if the information needed for the technical evaluation cannot be inferred from the CVs that are submitted. (refer to CV Template requirements paragraph above in case of a disqualification).
- (vi) Bidders must submit the required information as prescribed in Annexures B (CV Template) and Annexure A (Company Profile Proforma Template). CVs and the required Company information not submitted in the prescribed templates will be rejected and not considered for evaluation, refer to CV Template requirements paragraph above in case of a disqualification.
- (vii) Key personnel may not be allocated multiple positions. Bidder that does not comply will be awarded zero (0) points on all positions where that key personnel is allocated.

### **3) PROOF OF QUALIFICATIONS**

- (i) Bidders must provide supporting documentation as proof of educational qualifications as well as all required certificates. Please note that a successful bidder will be requested to provide certified copies of certificates prior to the award being made.

- (ii) Please note: Certificate of membership shall not be deemed as proof of educational qualification (Education qualifications refers to certifications issued by institutions of high learning e.g., Certificate, diploma, degree, etc.)
- (iii) Non-submission of qualifications will lead to a score of zero for the qualifications' technical criterion (Table T1-4 of the evaluation criteria).
- (iv) All international qualifications must be accompanied by South African Qualifications Authority (SAQA) Accreditation.
- (v) Non-submission of SAQA confirmation will lead to a score of zero for the qualifications' technical criterion (section A of the evaluation criteria).
- (vi) Non-compliance with the proof of qualifications requirements above may result in lower or zero scores if the information needed for the technical evaluation cannot be inferred from the information that is submitted.
- (vii) Professional registration must correspond with the required qualification in engineering.

4) **REFERENCE LETTERS/FORMS**

- (i) The Bidder must provide signed reference letters (where applicable and stated in the ToR) for relevant work done or similar services in **Bulk Water Infrastructure** rendered or conducted in other institutions or organisations.
- (ii) The reference letters must be dated and include (1) the name of the client; (2) the period of the project (start and end date); and (3) scope of the work. Reference form provided must be utilised and not changed or altered.
- (iii) The details of the client or employer must be accurate and factual. It remains the bidder's responsibility to ensure that information provided is confirmed by the clients or employer.
- (iv) A reference letter that is submitted that does not meet the above requirements, will be disregarded and lead to a zero (0) score.

**G. LIST OF KEY PERSONNEL ASSIGNED TO THE TENDER**

1. Provide relevant information as prescribed below for the following Key Persons proposed in the tender to fulfil the following positions:
2. Curriculum Vitae of all proposed staff need to be attached in the template provided.

**PROPOSED PROJECT TEAM ORGANOGRAM:**

REQUIRED KEY PERSONNEL	NAME, RELEVANT PROFESSIONAL REGISTRATION
<b>1. PROJECT ENGINEER - CIVIL</b> <i>Minimum professional registrations required:</i> Professionally registered as Pr. Eng, or Pr. Tech Eng, – with a minimum of <b>10 years' experience post ECSA registration.</b>	Name:
	Professional Registration and Registration No:
<b>2. PROCESS SPECIALIST</b> <i>Minimum professional registrations required:</i> Professionally registered as Pr. Eng, or Pr. Tech Eng, or <b>SACNASP</b> , – with a minimum of <b>5 years' experience post ECSA registration.</b>	Name:
	Professional Registration and Registration No:
<b>3. PROJECT ENGINEER – MECHANICAL</b> <i>Minimum professional registrations required:</i> Professionally registered as Pr. Eng, or Pr. Tech Eng, – with a minimum of <b>5 years' experience post ECSA registration.</b>	Name:
	Professional Registration and Registration No:
<b>4. PROJECT ENGINEER – ELECTRICAL</b> <i>Minimum professional registrations required:</i> Professionally registered as Pr. Eng, or Pr. Tech Eng, – with a minimum of <b>5 years' experience post ECSA registration.</b>	Name:
	Professional Registration and Registration No:

<b>5. PROJECT MANAGER</b> <i>Minimum qualifications and certification required:</i> Professional registration as a Pr. CPM with SACPCMP or Pr. Eng, or Pr. Tech Eng, or PMP certification with a <b>minimum of 5 years post registration.</b>	
---	--

**Table T1-4:** Organogram of Professionally Registered & Qualifications of Key Staff

**Notes:** The bidder needs to have personnel as listed above. This section shall be used for scoring points on key staff registrations with the relevant professional bodies and be required in order to score the points available. Certified academic qualifications certificates and CV on template provided in **Annexure B** showing only relevant experience only for each personnel required must be provided. Bidders should only submit the minimum required personnel as per the table above. Any other form of CV will not be considered. It is not necessary to show the full staff complement of the bidder. The same key personnel may not be used on multiple positions. **Bidders who fail to complete the tables above will be score zero(0) on functionality under key personnel.**

**H. PROOF OF COMPANY EXPERIENCE TABLE:**

CATEGORY FOR SCORING POINTS UNDER COMPANY EXPERIENCE	LIST OF RELEVANT COMPLETED PROJECTS
<p>Implemented traceable projects in South Africa, <b>for WATER INFRASTRUCTURE</b> <u>in feasibility/ master planning/ technical analysis/ design/ construction monitoring / project management.</u></p> <p>✓ Tenderers to provide <b>appointment letters</b>, and signed reference letters on a template provided for each project.</p> <p>✓ Reference form to be completed in full with Clients/Employers details.</p> <p>✓ Complete Project Experience form in <b>Annexure A</b> for each project.</p> <p>✓ Completed reference forms shall be verified with the employer/client.</p>	<p>Name of Client: .....</p> <p>Name of Project: .....</p> <p>.....</p> <p>.....</p> <p>Project Value: .....</p>
	<p>Name of Client: .....</p> <p>Name of Project: .....</p> <p>.....</p> <p>.....</p> <p>Project Value: .....</p>
	<p>Name of Client: .....</p> <p>Name of Project: .....</p> <p>.....</p> <p>.....</p> <p>Project Value: .....</p>

	<p>Name of Client: .....</p> <p>Name of Project: .....</p> <p>.....</p> <p>.....</p> <p>Project Value: .....</p>
--	--

**Table T1-5:** Company Experience in the implementation of Water Infrastructure projects by the bidder. Only a maximum of four (4) relevant worth (**category A – up to R 100 million or category B – up to R 349 million or category C - above R 350 million**) for each project within the last 15 years as per Table T1-1– bulk water infrastructure projects may be indicated in the table above, complete with the relevant project appointment letters and reference letters indicating the names of the client, name of project and **project value** in order to be prequalified and to score the points under the section above. Only a maximum of four (4) relevant projects may be presented. **Bidders who fail to complete the tables above will be disqualified.**

Lepelle Northern Water's Tip-off HotLine

Speak out against fraud and corruption  
Anonymous fraud hotline Details  
Free Call: 0800 113 555  
Free Post: BNT 165, Advance Call Pty LTD  
Brooklyn Square, 0075  
Email: [LNW@behonest.co.za](mailto:LNW@behonest.co.za)  
Website: [www.behonest.co.za](http://www.behonest.co.za)



## PART A

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF LEPELLE NORTHERN WATER</b>					
BID NUMBER	LNW 11/24/25	CLOSING DATE	7 FEBRUARY 2025	CLOSING TIME	11:00am
DESCRIPTION	<b>PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER MULTI-DISCIPLINARY SERVICES FOR LEPELLE NORTHERN WATER COVERING: CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, ELECTRONIC AND INSTRUMENTATION ENGINEERING &amp; ENGINEERING MANAGEMENT SERVICES FOR A PERIOD OF FIVE (5) YEARS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
01 LANDROS MARE STREET					
POLOKWANE					
0699					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO</b>		
CONTACT PERSON	Ms. Abigail Sebaka		CONTACT PERSON	Mr Gundo Motsoare	
TELEPHONE NUMBER	015 295 1800		TELEPHONE NUMBER	015 295 1800	
FACSIMILE NUMBER	086 260 1328		FACSIMILE NUMBER	086 260 1328	
E-MAIL ADDRESS	abigails@lepelle.co.za		E-MAIL ADDRESS	gundom@lepelle.co.za	
<b>SUPPLIER INFORMATION</b>					
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	
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		BBBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	

## INVITATION TO BID

**A BBBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR BBBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	--

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> Yes <input type="checkbox"/> No

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**SBD1****PART B****TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. 1.2. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.3. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b> 1.4. 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. 1.5. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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: .....

**SBD 2**

## **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.efiling.co.za](http://www.efiling.co.za)

Jeyrel:Wdk416-SBD2 tax clearance



TAX CLEARANCE

TCC 001

### Application for a Tax Clearance Certificate

#### Purpose

 Select the applicable option ..... Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application


#### Particulars of applicant

Name/Legal name (Initials & Surname or registered name)												
Trading name (if applicable)												
ID/Passport no					Company/Close Corp. registered no							
Income Tax ref no					PAYE ref no	7						
VAT registration no	4				SDL ref no	L						
Customs code					UIF ref no	U						
Telephone no	CODE		NUMBER		Fax no	CODE		NUMBER				
E-mail address												
Physical address												
Postal address												

#### Particulars of representative (Public Officer/Trustee/Partner)

Surname												
First names												
ID/Passport no					Income Tax ref no							
Telephone no	CODE		NUMBER		Fax no	CODE		NUMBER				
E-mail address												
Physical address												

**Particulars of tender (If applicable)**

Tender number

Estimated Tender amount R ,

Expected duration of the tender  year(s)

**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Audit**

Are you currently aware of any Audit investigation against you/the company?  YES  NO

If "YES" provide details

  

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

 CCYY  MM  DD

Date

Name of representative/agent

**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

 CCYY  MM  DD

Date

Name of applicant/Public Officer

**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**SBD 4****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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

- i. 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

<sup>1</sup> 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.




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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

I, the undersigned, (Name).....

in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

<sup>2</sup> 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.



- 
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion,

sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.



#### 4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- the contractor and the DTI will determine the NIP obligation;
  - the contractor and the DTI will sign the NIP obligation agreement; the contractor will submit a performance guarantee to the DTI;
  - the contractor will submit a business concept for consideration and approval by the DTI;
  - upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  - the contractor will implement the business plans; and
  - the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number ..... Closing date:.....

Name of bidder.....

Postal address .....

.....

Signature..... Name (in print).....

Date.....

**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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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 or 90 points is allocated for price on the following basis:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

#### 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.

Table 2: Preference Points Allocation (As per the Preferential Procurement regulations 2022).

Specific Goals	Means of verification	80/20 Points	90/10 Points
Disability (Minimum of 1 shareholder ownership in the company)	CSD Report	5	2,5
Black women (100% Black women ownership in the company)	CSD Report	5	2,5
Black ownership (100% Black ownership in the company)	CSD Report	5	2,5
Black Youth (Minimum of 1 shareholder Black youth ownership in the company)	CSD Report	5	2,5
<b>Total points</b>		<b>20</b>	<b>10</b>

The points scored by the tenderer in respect of the level of Preference Points Allocation must be added to the points scored for price.

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

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....

**T1.3 DECLARATION OF INFORMATION :**

**1) COMMISSIONER OF OATHS**

Signed and sworn to before me at \_\_\_\_\_

(Place)

on this the \_\_\_\_\_ day of \_\_\_\_\_ by the Deponent, who has acknowledged that he/she knows and understands the full contents of all information inserted and provided in this Contract ....., that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths \_\_\_\_\_

Stamp

Name: \_\_\_\_\_

Signature \_\_\_\_\_



### Multi-Company Declaration Forms

The purpose of this declaration form is to provide detail to the state entity (LNW) the multi companies a director or an individual may own, the ownership maybe in the many forms (shareholding in a registered company-CIPC, director of a Trust, Company-CIPC, Partnership member or Sole Proprietor).

The information requested must be completed in full and signed by the concerned party:

Name of Company	Co. Registration No.	Registration Date	Shareholder Initial & Surname	% owned	Identity Number	Physical Address

I, the undersigned (full name).....

Certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

I also confirm that I will immediately inform Lepelle Northern Water if any declared information above changes in the next six (06) months.

**NB. NOTE THAT IF SHAREHOLDERS OR DIRECTORS BELONG TO MORE THAN ONE COMPANY, BOTH COMPANIES WILL BE AUTOMATICALLY DISQUALIFIED.**

## 2) COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

### Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

### Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record in the service of the state**

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

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary



### 3) PROPOSED JOINT VENTURE AGREEMENT

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:

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

Consisting of the following businesses (Joining Entities)

Name Joining Entity	TAX No	Joint Venture percentage split
		%
		%
		%
		%
		%

The above-mentioned Joint venture will execute the Contract under the management of (full name)

.....

who is an employee of (name of joining entity) ..... ;  
 and in accordance with any further agreements as attached to this document, titled

and dated ..... (if applicable).

Bank guarantees and retention money (where required) will be provided or paid by  
(name of joining entity)

.....  
who will be responsible for the fulfilment of the retention obligations (where required)  
asset out in the Contract Document.

Joining Entity and Position	Full Name (Position)	Signature	Date

**WITNESSES:**

1. ....

2. ....

#### 4) CERTIFICATE OF AUTHORITY OF SIGNATURE

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

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

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

##### (i) Certificate for Company

I, ....., chairperson of the Board of Directors of.....

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

**Chairman:** .....

---

**As Witnesses:**     1.....

2.....

**Date:** .....

**(ii) Certificate for Close Corporation**

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

..... hereby authorize Mr/Ms

....., acting in the capacity of

....., to sign all documents in

connection with the tender for ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**(iii) Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as,  
....., hereby

authorize Mr/Ms ..... ,

acting in the capacity of ..... , to sign all

documents in connection with the tender for..... and any contract resulting

from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

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

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby 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.

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

		Name .....  Designation.....
		Signature.....  Name .....  Designation.....

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



**(v) Certificate for Sole Proprietor**

I, ....., hereby confirm that I am the sole owner of the  
Business trading as

.....

Signature of sole owner: .....

Date: .....

As Witnesses:

1.....

Date .....

2. ....

Date: .....

.

## 5) SIZE OF ENTERPRISE

What was your turnover in the previous financial year? R\_\_\_\_\_

What is the estimated turnover for your current financial year? R\_\_\_\_\_

Physical facilities:\_\_\_\_\_

Provide information on offices, factories, yards, warehouses and workshops occupied by your enterprise (attach details if the space provided is not enough)

	Description	Address	Area (m <sup>2</sup> )
1.			
2.			
3.			
4.			
5.			

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## 6) CURRENT WORKLOAD

List your current contracts and obligations:

	Description	Value (R)	Start date	Duration	Expected completion date
1.					
2.					
3.					
4.					
5.					
6.					

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you? (Tick)

YES	
NO	

Signed \_\_\_\_\_ Date .....

Name \_\_\_\_\_ Position .....

Tenderer .....

## **7) ADEQUACY AND QUALITY OF MENTORSHIP AND SKILLS TRANSFER PROGRAMME**

1. Tenderers are required to employ designated Subconsultants on this contract with the targeted enterprise(s). The designated sub-consultants to be utilized should be black owned business and with the required professional registrations.
2. A Contract Participation Goal of a prescribed percentage (%) for sub-consulting to these designated subconsultants has to be achieved by the Tenderer. The objective is to bring about meaningful transformation in the construction industry through the following:
  - Meaningful economic participation
  - Transfer of technical, management and entrepreneurial skills
  - Creation of sustainable Black Enterprises
3. In pursuance of the above objectives, the Tenderer must develop a mentoring and skills transfer programme which is a practical training programme for targeted black owned SMME consulting companies preferably located in Limpopo Province and the affected District or Local Municipality in general.
4. The mentorship programme must clearly specify the role of the targeted enterprise(s) showing the areas of development in relation to the work packages assigned to the targeted enterprise(s)
5. The on-job training is to be organized and managed by the Developed Enterprise; in contracts awarded and managed by LNW, but services are executed with the guidance and assistance of experienced Consultants at the tendering, planning, design, construction supervision, contract administration and completion phases.
6. Depending on the nature of contract, the training programme should among other things cover areas such as: understanding Technical Specifications; Standard Specifications; Interpretation of Technical Drawings; Tendering Procedures; Pricing and Unit Rates Build-up; Construction of Civil Works in the Water Industry: Reinforcement, Formwork and False-work; Clearing and Site Establishment; Site Organization and Administration; Surveying and Setting Out; Project Planning and Work Programming/ Scheduling; Contract Supervision and Administration; Environmental Issues; Financial Planning; Project Cost Control; Cash Flow Management; Measurement of Works and Pricing; Preparation of Payment Certificates; Preparation of Claims and Claims Management; Procurement of Equipment and Materials; Personnel Management; Accident and Safety Precaution; Communication. This is just a guide for the design of the mentorship programme.
7. The mentoring and skills transfer programme must indicate what evidence will be produced to show that training did take place. This could for instance be in the form of SAQA accredited modules by relevant SITAs.
8. The PSP (Developed Enterprise) is strongly encouraged to choose relevant SITA accredited modules for training of targeted SMMEs in which case the SITA's NQF level certificates indicating the credits attained could be produced as evidence of the training of the targeted SMMEs. Examples could be NQF Level 2, 3 or 5 in labour intensive construction (LIC) methods

- 
9. The mentorship and skills transfer programme will be assessed based on the submitted methodology or plan. It must be robust, well thought out and should meet most elements of the description given above depending on the nature of work:
  10. A capacity building evaluation/ assessment form is to be designed by the main contractor in agreement with the targeted enterprise(s). This must be included in the tender document. The evaluation' assessment form has to be filled in by all the contractors every month and after completion of the project. The form is to be used for assessing progress made with the training as well as identifying additional training (or gaps) requiring more training.
  11. THE MENTORSHIP AND SKILLS TRANSFER PROGRAMME (REFER TO {ITEM NO. 5 ABOVE) AS WELL AS THE CAPACITY BUILDING EVALUATION FORM (REFER TO ITEM NO. 10 ABOVE) MUST BE ATTACHED BELOW
  12. Bidder to provide details for this section.

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## **PART 2**

# **TERMS OF REFERENCE**

**Tender No: LNW 11/24/25**

**PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER  
MULTI-DISCIPLINARY SERVICES FOR LEPELLE NORTHERN  
WATER COVERING: CIVIL, STRUCTURAL, MECHANICAL,  
ELECTRICAL, ELECTRONIC AND INSTRUMENTATION  
ENGINEERING & ENGINEERING MANAGEMENT SERVICES FOR A  
PERIOD OF FIVE (5) YEARS.**

## PROJECT SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS

**PROJECT NAME:** PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER MULTI-DISCIPLINARY SERVICES FOR LEPELLE NORTHERN WATER COVERING: CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, ELECTRONIC AND INSTRUMENTATION ENGINEERING & ENGINEERING MANAGEMENT SERVICES FOR A PERIOD OF FIVE (5) YEARS

### 1. PURPOSE

Proposals are hereby invited from registered Professional Service Provider to render PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER MULTI-DISCIPLINARY PROFESSIONAL CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL AND ELECTRONIC ENGINEERING, AND ENGINEERING MANAGEMENT SERVICES (including construction and project management) ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 5 YEARS.

### 2. BACKGROUND

The purpose of this BID is procure a panel of engineering professional service providers (PSP) that would constitute a panel to be used on various LNW projects. Upon approval, the aforesaid specification will be used to proceed with tendering and project implementation phases, as part of the tender process to:

- a) afford any applicant, either an individual PSP or a joint venture PSPs of more than one company experienced in professional services for implementation of dams and abstraction works, pumps and pipeline infrastructure projects, civil structures, mechanical, electrical, instrumentation and piping works of this nature to formally express their interest in tendering for pre-qualification into the panel.
- b) enable bidders to timeously identify appropriate resources and sources of expertise which may include joint venture members with experience in this type of work with any or all multi-disciplinary expertise or services.
- c) Interested, experienced and registered PSP will be tasked with providing professional engineering services, including pre-feasibility, feasibility studies, design and project management; and supervision of construction works for Lepelle Northern Water projects in accordance with ECSA guideline and Contract provisions.
- d) PSP appointed through RQF shall be required to sub-consult lower category PSP on the LNW panel of engineers to a minimum of 30% to (sub-consultants owned by at least 51% owned by black people who are youth, black, women, military veterans, people with disabilities). Payment shall be directly from LNW but managed by the Category B or C professional service provider appointed.
- e) There is a need for Capacity building and skills transfer to LNW employees in order to enable their ECSA and SACPCMP professional registrations.

- f) The services of the panel will be applicable to all existing and new infrastructure projects, wherein pre-qualified panel members would be further subjected to an RFQ process prior to appointment to specific projects, as and when required by LNW.
- g) Typical projects would include Regional Bulk Infrastructure Grant (RBIG), WSIG, Directives from DWS, Provisional, Presidential, etc. assigned to LNW and internal capital Projects or any project LNW so requires.
- h) The contracts for the panel will be managed in accordance with the latest ECSA (Engineering Council of South Africa) Guideline: Scope of Services and Tariff of Fees as per Government Gazette.
- i) Only bidders with designated suitably registered Professional Persons in accordance with the relevant South African legislature for Professionally Registered Persons and in terms of the relevant professional bodies, are eligible to submit tenders.

### **3. SPECIFICATION**

Lepelle Northern Water is responsible for bulk water plant operations, maintenance, condition monitoring, master planning, rehabilitation, and expansion of infrastructure projects as the implementing agent on behalf of the Department of Water and Infrastructure. It distributes bulk water in terms of the National Water Act (NO. 36 of 1998) to authorized users within the Limpopo province. LNW's responsibility, therefore, is to design, develop, construct, and maintain infrastructure assets comprising of dams, pipelines, canals, pump stations, Wastewater Treatment Plants (WWTP's), Water Treatment Plants (WTP's), Buildings and associated infrastructure.

In the conduct of all facets of its business, LNW upholds zero tolerance to bribery and corruption and strives to maintain the highest business ethics standards and corporate governance. In its business relationships and interactions with suppliers, service providers or business partners, it is a pre-requisite that such entities demonstrate commitment to similar ethical standards. In instances where a supplier or service provider fails to comply with acceptable standards in this regard, LNW reserves the right to terminate any contractual relationship with such party, and to seek recourse for any damages, financial or otherwise, that may result from the termination of such relationship.

The purpose of this tender is to appoint a PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER MULTI-DISCIPLINARY PROFESSIONAL CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL AND ELECTRONIC ENGINEERING, AND ENGINEERING MANAGEMENT SERVICES (including construction and project management) ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 5 YEARS. Architectural, Geotechnical Engineering; Environmental, Quantity surveying, Geo-Hydrology, Reliability Engineering etc. will be appointed separately from other existing LNW database or procured separately and reimbursed in terms of ECSA Clause 4.6.

Only appointed applicants in the panel will be invited to submit responses to subsequent RFQs that will be issued in accordance with future requirements of LNW projects, that would include:



- a) To review the existing designs of the various projects and infrastructure and confirm that the proposed solutions are adequate and applicable; this shall be on a need basis as and when required.
- b) The review scope shall be extended to all services as intended by LNW.
- c) Adaptive planning or review and development of inadequate or incomplete feasibility and/or designs on existing projects where necessary, to ensure compliance with the Department of Water and Sanitation (DWS) Implementation Readiness Study (IRS) requirements.
- d) Assessing bankability of projects with assignable future cash flow streams that yields positive Net Present Value and Internal Rates of Return above hurdle rates.
- e) Provision of multi-disciplinary professional services in water services comprising of civil, structural, mechanical, electrical, electronic and instrumentation engineering & project/engineering management services in the event that the employer has such scope within the organisations strategic objectives as and when required; and
- f) The provision or participate in a web-based Project Management/Monitoring System to enable effective management of the project by both LNW, contractors and professional service providers; this shall be a disbursement item on cost.
- g) The PSP may also be required to implement a project on a turnkey basis (Design, Supervision and Construction) with the applicable CIDB grading, as and when required by LNW.

### 3.1 SCOPE OF WORKS

#### 3.1.1 General Scope of Work

Bidders are to select the category of work they would like to tender as per the work values below:

CATEGORY	VALUE OF WORK	NATURE OF SERVICES
A	R 1 to R 100 000 000	Engineering Services - ECSA
B	R 100 000 001 to R 349 999 999	Engineering Services - ECSA
C	R 350 000 000 to unlimited	Engineering Services - ECSA

All applicants are advised that the Employer may take into account all the information at its disposal including the applicant's ability to execute the required volume of work within the relevant time period available for project implementation based on:

- Structure and organisation.
- Experience in the type of work to be undertaken.
- Work experience in South Africa and under similar conditions abroad.
- Available resources in terms of design and project management capability, planning and scheduling, multifaceted technical and contractual integration management, supervision of work, technical and managerial staff compliments and such like.
- Extent of specialist skills.
- Extent to which work will be subcontracted.
- Financial stability and resources necessary to execute the project.
- Litigation, arbitration and alternative dispute resolution history and capability.

- Overall approach to the Contract, including integration of all requirements in a comprehensive management style that gives consideration to all elements of the contract, the local environment and socio-economic landscape.
- Project management methods, including integration, planning, programming, performance monitoring and time/delay management, financial and other project controls.
- Risk, quality, environmental management and occupational health and safety aspects.

### **3.2 PROJECT EXECUTION PLAN**

Each bidder will be required to submit with his tender, a narrative outlining the approach adopted to successfully implement previous bulk water infrastructure projects, detailing the necessary elements of a definitive and actionable project implementation roadmap.

The project execution plan should also cover typical potential issues and challenges experienced in the past and how they were addressed. The report should cover areas such as review of preliminary designs, operations strategy and reliability engineering, inception report, design criteria memorandum, field investigations, optimised project components, tender designs and drawings, BoQs and cost engineering, construction monitoring, as well as scope, time, quality, risk, safety, environmental, resource, procurement, communication, programme and integration management. Added to that would be handling of contractual matters in so far dispute resolutions, claims and VOs approval.

The project execution plan should also demonstrate proficiency acquired through past and current experience in:

- Monitoring and management of impacts on the bio-physical and socio-economic environment, as well as liaison with landowners affected by the previous projects.
- Ensuring that contractors deliver quality workmanship, materials and processes complying with applicable statutory and regulatory requirements.
- Construction monitoring in compliance with the legislative framework.

### **3.3 STRUCTURE AND ORGANISATION**

Each bidder will be required to submit with his tender the structure and organisation with which it intends to use for successful project implementation in dealing with aspects such as:

- Risk-based techno-economic evaluation and financial modelling.
- Reliability engineering and operations strategy formulation.
- Civil, structural, mechanical and electrical disciplines.
- Telemetry & instrumentation.
- River engineering, Computational Fluid dynamics (CFD), Finite Element Analysis, pipe design.
- 3D Modelling and design draughting services.
- Reliability engineering and maintenance management.
- Contracts management and cost engineering.
- Process engineering.
- Programming and planning.
- Corrosion protection.

### 3.4 KEY PERSONNEL

Each person listed below must be confirmed as available for the duration of the project and a **signed declaration** (refer to Tender Document for the standard employment contract) by proposed qualifying proposed professional required. No points will be allocated if detailed CV's with ECSA post registrations in bulk water infrastructure in particular roles, the required declarations are not attached. Should the proposed candidate be not available during construction, a similar replacement or better must be made available immediately and the Employer shall be duly notified of the changes in advance.

- a) **Project Engineer – Civil Engineering** professionally registered as Pr. Eng (Professional Engineer), or Pr. Tech Eng (Professional Engineering Technologist), – with a minimum of **10 years' experience post ECSA registration**, with a clear role as a project engineer on previous relevant projects - **Bulk Water Infrastructure** on the cv template provided, and a clear indication of the role to be occupied by this person in this project must be incorporated into the organogram.
- b) **Process Specialist – Chemical Engineering or Bachelor of Science (relevant to water quality)** professionally registered as Pr. Eng, or Pr. Tech Eng or Pr. Sci. Nat, – with a minimum of **5 years' experience post ECSA or SACNASP registration**, with a clear role as a process specialist on previous relevant projects - **Bulk Water Infrastructure** on the cv template provided, and a clear indication of the role to be occupied by this person in this project must be incorporated into the organogram.
- c) **Project Engineer – Mechanical Engineering** professionally registered as Pr. Eng, or Pr. Tech Eng, – with a minimum of **5 years' experience post ECSA registration**, with a clear role as a project engineer on previous relevant projects - **Bulk Water Infrastructure** on the cv template provided, and a clear indication of the role to be occupied by this person in this project must be incorporated into the organogram.
- d) **Project Engineer – Electrical Engineering** professionally registered as Pr. Eng, or Pr. Tech Eng, – with a minimum of **5 years' experience post ECSA registration**, with a clear role as a project engineer on previous relevant projects - **Bulk Water Infrastructure or Industrial Projects** on the cv template provided, and a clear indication of the role to be occupied by this person in this project must be incorporated into the organogram.
- e) **Project Manager** professionally registered as Pr. CPM (Professional Construction Project Manager) with SACPCMP (South African Council for the Project and Construction Management Professions) or Pr. Eng, or Pr. Tech Eng, or PMP (Project Management Professional) certification, – with a minimum of **5 years' experience post professional registration**, with a clear role as a Project Manager on previous relevant projects – **construction or built-environment** on the cv template provided, and a clear indication of the role to be occupied by this person in this project must be incorporated into the organogram.

Appropriately qualified, skilled and experienced professionally accredited key personnel assigned to designated key roles in the above-mentioned functions stated above.

Bidders are advised that considerable attention will be applied during the evaluation process with regards to the quality of the key personnel proposed on the project. Therefore, during project

implementation, it is imperative that only equal or better resources are used in the event of replacement which must be sought in writing from LNW, no personnel shall be permitted to work without such written permission to do so from LNW.

### 3.5 SCOPE OF WORKS FOR THE PANEL

The scope of the PSP shall offer multi-disciplinary professional services in terms of the ECSA guidelines of 2015, Government Gazette RSA Vol. 606 Pretoria, 4 December 2015 No. 39480 or latest as set out in preceding section above. The summary outlined below is not intended to define the scope of the Works comprehensively and in detail nor does it relieve the Consultant of his obligation to provide the complete scope of work, as would be required:

Table 2: Scope of work (ECSA Stages)

STAGE 1. Inception Services		
Typical Activities		Typical Deliverables
1	Assist in developing a clear project brief.	<ul style="list-style-type: none"><li>• Project brief</li><li>• Agreed scope of work</li><li>• Agreed services</li><li>• Project procurement policy</li><li>• Signed agreements</li><li>• Integrated schedule of consents and approvals</li><li>• Project initiation programme</li><li>• Record of all meetings</li></ul>
2	Attend project initiation meetings.	
3	Advise on procurement policy for the project.	
4	Advise on the rights, constraints, consents and approval	
5	Define the scope of services and scope of work required.	
6	Conclude the terms of the agreement with the client.	
7	Advise on the necessary surveys, analyses, tests and	
8	site or other investigations where such information will be	
9	required for Stage 2 including the availability and location	
10	of infrastructure and services.	
11	Determine the extent of information, data, drawings and	
12	plans relating to the project available at commencement.	
13	Provide necessary information within the agreed scope of the project to other PSPs and professionals involved.	
STAGE 2. Concept and Viability Services		
Typical Activities		Typical Deliverables
1	Assist the client in the procurement of the other PSP.	<ul style="list-style-type: none"><li>• Signed PSP/client agreements</li><li>• Indicative project documentation and construction programme</li><li>• <b>Approval by client to proceed to Stage 3</b></li></ul>
2	Advise the client on the requirements to appoint a health and safety PSP.	
3	Communicate the project brief to the other PSPs and monitor the development of the concept and viability.	
4	Agree the format and procedures for cost control and reporting by the other PSPs	
5	Prepare a documentation and indicative construction programme.	
6	Co-ordinate the concept and viability documentation for presentation to the client for approval.	
7	Facilitate the approval of the concept and viability by the client.	
8	Facilitate the approval of the concept and viability by statutory authorities.	

<b>STAGE 3. Design Development Services</b>	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
<ol style="list-style-type: none"> <li>1 Agree and implement communication processes and procedures for the design development of the project.</li> <li>2 Assist the client in the procurement of the necessary other PSPs including the clear definition of their roles and responsibilities.</li> <li>3 Prepare, co-ordinate, agree and monitor a detailed design and documentation programme.</li> <li>4 Conduct and record PSPs' and management meetings.</li> <li>5 Facilitate inputs required by the health and safety consultant. Facilitate design reviews for compliance and cost control.</li> <li>6 Facilitate timeous technical co-ordination.</li> <li>7 Facilitate client approval of all Stage 3 documentation.</li> </ol>	<ul style="list-style-type: none"> <li>• Additional signed client/PSP agreements</li> <li>• Detailed design and documentation programme</li> <li>• Record of all meetings</li> <li>• <b>Approval by client to proceed to Stage 4</b></li> </ul>
<b>STAGE 4. Tender Documentation and Construction Procurement Services</b>	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
<ol style="list-style-type: none"> <li>1 Recommend and agree the procurement strategy for contractors, subcontractors and suppliers with the client and other PSP.</li> <li>2 Prepare and agree the project procurement programme.</li> <li>3 Advise the client, in conjunction with the other consultants on the appropriate insurances.</li> <li>4 Co-ordinate and monitor the preparation of the procurement documentation by the PSPs in accordance with the project procurement programme.</li> <li>5 Manage the procurement process and recommended contractors for approval by the client.</li> <li>6 Agree the format and procedures for monitoring and control by the cost PSPs of the cost of the works.</li> <li>7 Co-ordinate and assemble contract documentation for signature.</li> </ol>	<ul style="list-style-type: none"> <li>• The procurement strategy</li> <li>• Procurement programme</li> <li>• Tender/contract conditions</li> <li>• Record of all meetings</li> <li>• Obtain approval by client of tender recommendation(s)</li> <li>• Contract documentation ready for signature</li> </ul>
<b>STAGE 5. Contract Administration and Inspection Services</b>	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
<ol style="list-style-type: none"> <li>1 Arrange the site handover to the contractor.</li> <li>2 Establish the construction documentation issue process.</li> <li>3 Agree and monitor the issue and distribution of construction documentation.</li> <li>4 Instruct the contractor on behalf of the client to appoint subcontractors.</li> <li>5 Conduct and record regular site meetings.</li> <li>6 Monitor, review and approve the preparation of the construction programme by the contractor.</li> <li>7 Regularly monitor the performance of the contractor</li> </ol>	<ul style="list-style-type: none"> <li>• Signed contracts</li> <li>• Approved construction programme</li> <li>• Approved contractual claims</li> <li>• Construction documentation schedule</li> <li>• Payment certificates</li> <li>• Progress reports</li> <li>• Record of meetings</li> </ul>

<p>against the construction programme.</p> <p>8 Adjudicate entitlements that arise from changes required to the construction programme.</p> <p>9 Receive, co-ordinate and monitor approval of all contract documentation provided by the contractor(s).</p> <p>10 Agree the quality assurance procedures and monitor the implementation thereof by the other PSPs and contractors.</p> <p>11 Monitor the preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant.</p> <p>12 Monitor the preparation of the environmental management plan by the environment consultant.</p> <p>13 Establish procedures for monitoring scope and cost variations.</p> <p>14 Monitor, review, approve and issue certificates.</p> <p>15 Receive, review and adjudicate any contractual claims.</p> <p>16 Monitor the preparation of financial control reports by other PSPs.</p> <p>17 Prepare and submit progress reports.</p> <p>18 Facilitate and expedite occupation certificates.</p> <p>19 Coordinate, monitor and issue the practical completion lists and the certificate of practical completion.</p>	<ul style="list-style-type: none"> <li>• Certificate(s) of practical completion</li> </ul>
<b>STAGE 6. Close out Services</b>	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
<p>1 Co-ordinate and monitor the rectification of defects.</p> <p>2 Manage the conclusion and procurement of operations and maintenance contracts, manuals, guarantees and warranties.</p> <p>3 Manage the preparation as-built drawings, documentation, training of staff.</p> <p>4 Manage the procurement of outstanding statutory certificates.</p> <p>5 Monitor, review and issue payment certificates.</p> <p>6 Issue the completion certificates.</p> <p>7 Manage the agreement of the final accounts.</p> <p>8 Prepare and present the project closeout report.</p> <p>9 Unbundling of assets from the project scope.</p>	<ul style="list-style-type: none"> <li>• Completion certificates</li> <li>• Record of necessary meetings</li> <li>• Infrastructure bar coded and captured on LNW Asset Register</li> <li>• Infrastructure captured on LNW's planned maintenance and GIS system</li> <li>• Trained LNW staff to maintain new infrastructure.</li> <li>• Project closeout report</li> <li>• Unbundling of assets and assets register book register.</li> </ul>

### 3.6 Additional services

(ECSA Clause 3.3) The following services are additional to the normal services provided by the consulting engineer, unless specifically agreed otherwise between the consulting engineer and the client. The agreement on the scope of services and remuneration must be in writing and should, if at all possible, be concluded before the services are rendered.

**3.6.1 Additional services pertaining to all stages of the project**

- 1) All services related to defining the scope of work, previously carried out under Clause 3.1, planning, studies, investigations and assessments, and that are normally paid for on a time and cost basis.
- 2) Enquiries not directly concerned with the works and its subsequent utilization.
- 3) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- 4) Making arrangements for way leaves, servitudes or expropriations.
- 5) Negotiating and arranging for the provision or diversion of services and or infrastructure not forming part of the works.
- 6) Additional work in obtaining the formal approval of the appropriate government departments or public authorities, including the making of such revisions as may be required as a result of decisions of such departments or authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
- 7) Additional work related to monitoring as required by any government departments or authorities to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act, 29 of 1996).
- 8) Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the client.
- 9) Setting out or staking out the works and indicating any boundary beacons and other reference marks.
- 10) All clauses from 10 on page 20 of 60 until clause 24 on page 21 of 60.
- 11) Clauses related to construction monitoring 3.3.2 of the ECSA on 21 of 60 to 25 of 60 of the ECSA guideline.

**3.7 PROJECT OBJECTIVES.**

- 1) Elimination of excessive water losses through pipe leaks and frequent pipe bursts.
- 2) Enable efficient operation and access to the LNW bulk water conveyance infrastructure
- 3) Revenue enhancement and generation
- 4) Make provisions for the future planned upgrading of the scheme.

# **PART 3**

## **PRICING SCHEDULE**

**Tender No: LNW 11/24/25**

**PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER  
MULTI-DISCIPLINARY SERVICES FOR LEPELLE NORTHERN WATER  
COVERING: CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL,  
ELECTRONIC AND INSTRUMENTATION ENGINEERING &  
ENGINEERING MANAGEMENT SERVICES FOR A PERIOD OF FIVE (5)  
YEARS.**



**NOT APPLICABLE AT THIS STAGE**

## **PART 4**

# **AGREEMENT AND CONTRACT DATA**

**Tender No: LNW 11/24/25**

**PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER  
MULTI-DISCIPLINARY SERVICES FOR LEPELLE NORTHERN WATER  
COVERING: CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL,  
ELECTRONIC AND INSTRUMENTATION ENGINEERING &  
ENGINEERING MANAGEMENT SERVICES FOR A PERIOD OF FIVE (5)  
YEARS.**

## 1. FORM OF OFFER AND ACCEPTANCE

### **N.B: The TENDERER is to complete and sign the Form of Offer**

- a. The Employer, Identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works

**CONTRACT: LNW 11/24/25**

**PROJECT NAME: PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER MULTI-DISCIPLINARY SERVICES FOR LEPELLE NORTHERN WATER COVERING: CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, ELECTRONIC AND INSTRUMENTATION ENGINEERING & ENGINEERING MANAGEMENT SERVICES FOR A PERIOD OF FIVE (5) YEARS**

- b. The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.
- c. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Professional Service Provider 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.
- d. 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 Consultant (Professional Service Provider) in the Conditions of Contract identified in the Contract Data.

## 1.1 FORM OF OFFER

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

**CONTRACT: LNW 11/24/25**

**PROJECT NAME: PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER MULTI-DISCIPLINARY SERVICES FOR LEPELLE NORTHERN WATER COVERING: CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, ELECTRONIC AND INSTRUMENTATION ENGINEERING & ENGINEERING MANAGEMENT SERVICES FOR A PERIOD OF FIVE (5) YEARS**

The pricing offer are as per Part 3: PRICING SCHEDULE of the tender document.

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 consultant 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.

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 consultant in the Conditions of Contract identified in the Contract Data.

Signature .....

Date .....

Name .....

Capacity .....

### FOR THE TENDERER

(Name and address of organization) .....

Name and signature of witness .....

.....

## 1.2 ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the consultant 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 1:** TENDERING PROCEDURES
- Part 2:** TERMS OF REFERENCE
- Part 3:** PRICING SCHEDULE
- Part 4:** AGREEMENT AND CONTRACT DATA

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 consultant) 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 .....

### 1.3 CONTRACT DATA

STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014). A copy of this document may be obtained from the CIDB's website [www.cidb.org.za](http://www.cidb.org.za)

The following contracts data are applicable to this contract:

CLAUSE.	DATA
3.4 and 4.3.2	The Employer is Lepelle Northern Water
3.4 and 4.3.2	The authorized and designated representative of the Employer is: The Project Manager as assigned by the Chief Executive of LNW
3.4 and 4.3.2	The address for receipt of communications is: 01 Landros Mare Street Polokwane 0700
1	The project: <b>PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER MULTI-DISCIPLINARY SERVICES FOR LEPELLE NORTHERN WATER COVERING: CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, ELECTRONIC AND INSTRUMENTATION ENGINEERING &amp; ENGINEERING MANAGEMENT ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 5 YEARS.</b>
1	The Period of Performance (i.e. work allocation) is only for <b>5 years</b> , from date Contract is in effect. The panel will be utilized for the value of the project appointed after the RFQ process in line with the scope for a period of <b>FIVE (05) years</b> and linked to specific project duration until completion (services shall not be limited by the panel period) of the works.
1	The Start Date is the date when the Service Provider receives his formal copy of the signed Contract from the Employer.
3.5	The location for the performance of the Project is within the area of jurisdiction (Lepelle Northern Water) of the Employer, and locations of the specific allocated/issued project(s) shall be as per the issued Work Order.
3.12.1	<b>Add to clause;</b> The Service Provider shall note that his service provision forms an integral part of the total service delivery scope of the Employer, and that any delay, non-provision or negligent provision thereof may seriously affect the provision of the other related-services and contracts. Additionally, this Contract also constitutes either a near-long-term or long-term contract in terms of the Supply Chain Management Regulations. Both these factors require that the Employer establish important performance criteria to ultimately ensure full-service delivery to his customers. Therefore failure, on the part of the Service Provider, to deliver any part or the total service correctly and timeously shall result in the application of a performance penalty, per offence. The penalty shall be R 100,000.00 or equal to actual losses incurred on other related services/contracts plus 10% whichever is greater per day for non -performance subject to a maximum amount of R200,000.00 per offence, after which the Employer reserves the right to terminate either the Works Order(s) or Contract agreement with the Service Provider. The employer may also claim from the professional indemnity any losses incurred; either due to poor planning or designs and lack of due diligence.



CLAUSE.	DATA
3.15.1	<p>The programme (s) shall be submitted within 14 days of the issue of a Work Order(s).</p> <ol style="list-style-type: none"> <li>1. A programme shall be provided and maintained by the Service Provider per individual project issued by way of individual Work Orders to him by the Employer.</li> <li>2. In compiling the Works Order(s) Programme the Service Provider shall note that: <ol style="list-style-type: none"> <li>a. the working days and hours for staff are Monday to Friday between 08h00 and 17h00.</li> <li>b. Non-working Time: All South African public holidays, weekends and the local traditional annual builder's break shall be incorporated in the programme.</li> <li>c. Familiarize himself with the Employer's Standard Operational Procedures such as shutdown scheduling while formulating the programme.</li> </ol> </li> </ol>
3.16.1	The indices are those contained in Table A of P0141 CPI for the Limpopo Province CPI for all services published by Statistics South Africa.
4.3.1 (d)	The Service Provider shall assist in the obtaining of all approvals, licenses from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise instructed by the Employer to act on the Employer's behalf in line with Clause 4.6.
4.8	<p>Add New Clause</p> <p>The Service Provider acknowledges that it is the objective of the Employer to appoint a Professional Service Providers for the Contract Period of Performance, ensuring that the requires services scoped as per this Contract he is in position, without delay, to select a suitably qualified and experienced service provider to render such services. Thus, to this end, the Employer:</p> <ol style="list-style-type: none"> <li>a) does not guarantee a minimum or maximum expected fee value of work other than that which may be formally issued and accepted by the Services Provider during the Contract Period of Performance.</li> <li>b) shall entertain no claims from the Service Provider in this regard.</li> </ol>
5.4.1 and 13.1.3	<p>The Service Provider is required to provide and maintain a minimum Professional Indemnity Insurance to the value as per their selected category in respect of each and every claim during the period of insurance which is the end of the defects period of all Work Order(s) allocated.</p> <p>Upon possible appointment, should the work require the company (PSP) to have a higher PI, the service provider must procure a higher PI within reasonable time as instructed by LNW Project Manager.</p>
5.5(c)	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>a) Removing Key Persons, whose participation has been approved at tender stage or thereafter, from the Project or its issued Works Order(s).</li> </ol>

CLAUSE.	DATA
	<p>b) Changes and/or alterations made to 'issued for construction documentation' (drawings or schedules or instructions by the designer) where only construction supervision and/or monitoring services is provided by the Service Provider, i.e. design is executed by the Employer or another party contracted by the Employer.</p> <p>c) Changes and/or alterations made to 'issued for construction documentation' that has significant financial implications.</p>
5.4.3	<p><b>Add New Clause</b></p> <p>A Performance Fee deductions shall apply.</p>
8.2.1	<p>The Contract is concluded when the Period of Performance has elapsed.</p> <p>a) The Service Provider shall not be issued new Works Orders, nor shall he accept and commence with any new Works Orders, the day after the conclusion of Period of Performance. Should the Service Provider accept and commence with a new Works Orders in this instance he shall not be entitled to any remuneration for services rendered as per the applicable Work Orders nor shall the Employer be entitled to the usage or copyright of such rendered services.</p> <p>b) Sub-projects that have been issued for implementation by the Employer before the Contract conclusion date, but not completed before the Contract conclusion date shall be completed by the Service Provider, based on the agreed programme and subject to written approval by the employer.</p> <p>c) The Contract is concluded on the Date of the completion of the defects liability period, which is one calendar month after issue of the certificate of final completion.</p>
8.4.3(c)	The period of suspension under clause 8.5.1 is not to exceed 12 months.
9. 1	Copyright of the documents prepared for the Project is vested with the Employer.
11.1	<p>Replace Clause with the following:</p> <p>Consultants appointed through RQF shall be required to sub-consult lower category PSP on the LNW panel of engineers to a minimum of 30% to (subconsultants owned by at least 51% owned by black people who are youth, black, women, military veterans, people with disabilities). Payment shall be directly from LNW but managed by the Category B or C professional service provider appointed.</p>
12.1	Interim settlement of disputes is to be by amicable settlement, then adjudication if amicable settlement fails.
12.2 and 12.3	Final settlement is by Arbitration then the court of Law in South Africa.
12.3.3	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by mutual agreement of both contracting parties.
13.1.4	<b>Add New Clause</b>

CLAUSE.	DATA
	The Service Provider acknowledges that the approvals of drawings and reports by the Employer does not change the Service Provider's responsibility to provide the Services, nor does it indemnify the Service Provider from any negligence and/or omissions.
15	The interest rate is the prime interest rate of the Employer's bank at the time the amount is due.
4.7	<p><b>Add to Clause:</b></p> <p>Payment shall be made upon:</p> <ul style="list-style-type: none"> <li>a) The Service Provider submitting a Payment Certificate with a schedule of work completed, to the Employer before or on the date that will be communicated to you by the Employer.</li> <li>b) The payment Certificate being accompanied with an Original Tax Invoice compliant with SARS and the Employer's requirements.</li> <li>c) Submission of a statement outlining all outstanding payments.</li> </ul> <p>Payment will be made 30 days from date of statement on the date that will be communicated to you by the Employer.</p> <p>Payment for the Contract shall be by way of electronic bank transfer; thus, the Service Provider shall ensure the Employer at all times has the most updated banking information of the Service Provider. The Employer requires that the Service Provider invoices separately per individual active Contract Works Order.</p>
4.8	<p><b>Add New Clause:</b></p> <p>The Service Provider acknowledges that it is the objective of the Employer to appoint a Professional Service Providers for the Contract Period of Performance, ensuring that he requires services scoped as per this Contract he is in position, without delay, to select a suitably qualified and experienced service provider to render such services. Thus, to this end, the Employer:</p> <ul style="list-style-type: none"> <li>a) does not guarantee a minimum or maximum expected fee value of work other than that which may be formally issued and accepted by the Services Provider during the Contract Period of Performance.</li> <li>b) shall entertain no claims from the Service Provider in this regard.</li> </ul>
8.7	<p><b>Add New Clause:</b></p> <p>1. Works Order Procedure</p> <p>The Service Provider acknowledges that at the commencement date of the Contract that no project specific known services requirement exist. However, as service provision requirements as per Scope of Works becomes available for implementation during the Contract Period of Performance, the Employer undertakes to issue such service provision requirements to Service Providers for implementation. NB: Certain service provision requirements may be issued to the Employer's own internal engineering department for implementation.</p>
8.7	<p>2. Work Order Issue</p> <p>The Employer may issue Work Orders for the provision of services by the Service Provider during the Period of Performance. The Service Provider shall thus only</p>

CLAUSE.	DATA
	<p>commence with the provision of services on receipt of such Work Order and after the Employer has confirmed acceptance in writing of the fees, programme, resource schedule, and resource organogram offered by the Service Provider as per (3) below.</p> <p>3. Acceptance of Work Order Issue</p> <p>The Service Provider shall within maximum 14 days formally acknowledge acceptance of a Work Order, by providing the Employer with a detailed cost implication based on the work appointed and/or agreed fee prices or rates/factors, programme, resource schedule, and resource organogram. Additionally, the Service Provider shall provide an updated consolidated (all works orders) Contract report on number of Works Orders, financial, resource, organogram and programme.</p> <p>4. No Work Order Issued</p> <p>If the Service Provider commences with provision of services without an official Work Order from the Employer, the Employer shall not be responsible for any payment to the Service Provider for such service provision.</p> <p>5. Non-acceptance of Work Order Issued</p> <p>Where the Service Provider does not accept or respond to an issued Work Order, for whatever reason, the Employer reserves the right to either or in combination:</p> <ul style="list-style-type: none"> <li>✓ issue such work to another Service Provider;</li> <li>✓ cancel part of the Contract, related to the non-accepted Work Order; and/or</li> <li>✓ appoint another Service Provider to execute the all service related to the non-accepted Work Order</li> </ul>
13.1.4	<p><b>Add New Clause</b></p> <p>The Service Provider acknowledges that the approvals of drawings and reports by the Employer does not change the Service Provider's responsibility to provide the Services, nor does it indemnify the Service Provider from any negligence and/or omissions or liability.</p>

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## 1.4 CONTRACT CONDITIONS

- 1.4.1 LNW does not guarantee work for all panel listed members, the services on the panel shall be on an **as and when required basis** for a period of 5 years. There shall not be any financial compensation for being listed in the bid.
- 1.4.2 The contract shall be linked to RFQ process for appointment to work order which shall be based on the relevant price and preference point scored for each work package that might be advertised within the panel of LNW for a period of 5 years.
- 1.4.3 LNW reserves the right to select any other form of contract for specific projects during the RFQ process.
- 1.4.4 Consultants appointed through RQF shall be required to sub-consult lower category PSP on the LNW panel of engineers to a minimum of 30% to (*subconsultants owned by at least 51% owned by black people who are youth, black, women, military veterans, people with disabilities*).
- 1.4.5 The Client reserves the right to reduce or increase scope of work on the scope.
- 1.4.6 The Client reserves the right to reduce or increase the duration of the panel as and when required.
- 1.4.7 The approved bidder shall under no circumstances interrupt the operations of the plant as a result of his/her activities in, or around the Scheme unless in agreement with the Project Manager.
- 1.4.8 The professional Indemnity shall remain active for the duration of the contract until the close out of the project. No cancellation or expiry shall be permitted without prior notice to LNW.
- 1.4.9 Full adherence to the Occupational and Health and Safety Act, Act 85 of 1993 and other applicable Acts will be applicable during the course of the contract.
- 1.4.10 LNW shall allow (Professional Service Provider) PSP's to make use of outsourced specialist consultants (Welding and Corrosion Inspectors, Metallurgical studies, Geotechnical Engineering; OHS, Social facilitation, Environmental, Quantity surveying, Geo- Hydrology, etc.) provided that such personnel is qualified and registered at the relevant institutions, preference shall be given to companies registered within the LNW database, procured under the PSP and reimbursed in terms of ECSA Clause 4.6. LNW reserves the right to approve such specialist outsourced consultants after submission of at least (3) three quotations.
- 1.4.11 The engineer appointed on any work order shall be required to train one of the junior/candidate engineers within LNW and furthermore to hire a graduate with not more than (2) two years in working for the duration of the project service in consultation and conjunction with LNW as part of LNW cooperate social investment within the Water Sector in skills development as stated in the Scope of Works Training and Capacity Building – New Graduates in Engineering.
- 1.4.12 Time rates shall only be utilized upon prior approval by LNW. The time rates shall be subject to CPI escalation for Limpopo province after 24 months.
- 1.4.13 The Resident engineers shall implement Construction Monitoring at an additional cost as per the time rates tendered for the duration of the contract at a frequency of 14 days per month where applicable.

- 1.4.14 All information developed on the project by the consultant shall remain the property of LNW. All design calculations and project background files including priced BOQ from the consultant shall be submitted to LNW when requested and remain the property of LNW. All rights on information shall remain with LNW.
- 1.4.15 The consultants' directors and shareholder shall cede their full authority and accountability to the team of professionals in terms of the ECSA professions act of 2000.
- 1.4.16 Hourly rates shall apply to the stage 5 after the contractor's contract period. Any extension required shall be subject to approval and LNW reserves the right to end/suspend the services with the consultant during this stage.
- 1.4.17 Furthermore, the hourly rates shall be utilized on items which are above the scope of works indicated upon instruction by LNW. Hourly rates cost shall not include due diligence on any item design related to the scope of works already specified and project management related matters within the contract. The exclusion from utilizing hourly rates refers to items such as stress and hydraulic analysis, updating or developing drawings, numerous contract related matters within the project; these are deemed to be included in the percentage rates fees. Exceptions to use hourly rates are only for special cases for adjudication and arbitration and social-economic matters on site resulting in stoppages, the same shall be remunerated on hourly rates subject to approval by LNW first before implementation in writing.
- 1.4.18 Recoverable Cost shall be paid as follows:
- i. Fees for Additional Services shall be paid accordance to **ECSA guidelines of 2015, Government Gazette RSA Vol. 606 Pretoria, 4 December 2015 No. 39480** approved by the client.
  - ii. Any additional costs implemented without a prior written approval shall be at the engineer's own cost.
  - iii. No specialist services, sub-specialist or investigation shall be procured without a prior approval by LNW. A minimum of 3 quotations shall be required with legislative requirements for SCM.
  - iv. Accommodation and subsistence will be in terms of the National Treasury cost-containment regulations for daily accommodation outside the project location (Limpopo Province) – proof to be provided. Monthly accommodation for Resident Engineer shall be limited to R 3000,00 per month to LNW account, the difference shall be at the engineer's account.
  - v. The Latest (RATES FOR REIMBURSABLE EXPENSES) Public Works rates Travel Rate (Claims to be from Lepelle Northern Water head office No 1. Landdros Mare Street POLOKWANE 0699) vehicle according to Public Works rates. Tendered time rates shall apply on travel time, CPI for Limpopo shall only apply after 24 months from tendering.

- vi. Disbursement claims with three (3) quotations to be submitted for approval to the client before implementation.

1.4.19 The panel will be utilized for the value of the project in line with the scope for a period of five (05) years and linked to specific project duration until completion (services shall not be limited by the panel period) of the works.

## **1.5 USE OF REASONABLE SKILL AND CARE**

The PSP will exercise reasonable skill and care in respect of the services required as detailed in the Extent of Services section. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the public, operations and businesses.

## **1.6 CO-OPERATION WITH OTHER SERVICE PROVIDERS AND CONTRACTORS**

The PSP will be required, for the successful execution of his service provision, to interact with other service providers appointed by the Employer. This cooperation will include provision of:

- a) Reports, payment certificates and documents, attending of meetings; and
- b) Input in the health and safety specifications for projects that form part of the Contract, in terms of the Occupational Health and Safety Act 183 (1993), Construction Regulations (2014);
- c) All the above at no additional cost over and above the normal fees.

## **1.7 REFERENCE DATA**

Where data/information has been compiled by the Employer or its agents on past projects, such data/information will be made available to the PSP. However, such specification will not be incorporated into designs, reports or documents or issued to others by the PSP, without ensuring the applicability and correctness thereof to such project. To this end the PSP will interact with the Employer's technical staff from time to time and ensure that proposals are to their satisfaction. Sign off by the Employer will be required before proceeding from any one stage of an assignment to the following stage.

## **1.8 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS & GUIDELINES**

The following National and International standards will be applicable to the service provision under this Contract:

- a) ISO 14001:2004;
- b) ISO 9001
- c) SANS 1200;
- d) Lepelle Northern Water Board standards and specifications;
- e) STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014).

- f) Government Gazette ECSA 2016 or latest;
- g) Occupational Health and Safety Act 183 (1993);
- h) Construction Regulations (2014);
- i) National Treasury of South Africa;
- j) Department of water and Sanitation standards and regulations.
- k) Government Procurement – General Conditions of Contract July 2010; and
- l) Any other standards as may be deemed necessary depending on the type of activity.

### **1.9 Other Bid Conditions**

- a) Prior to appointment, the recommended service provider may be required to submit additional supporting documentation.
- b) LNW is not bound to accept any of the bids submitted, nor is it committed to awarding any contract upon the basis described in this RFP.
- c) LNW reserves the right to call for best and final offers from shortlisted bidders before final selection.
- d) LNW reserves the right to call interviews with short-listed bidders before final selection.
- e) LNW reserves its right to reject proposals provided to it pursuant to this RFP, and to review all costs and proposals according to the value and quality of any service solutions.
- f) LNW is not bound to accept the lowest price submitted by any Tenderer. The entire value for money will be considered to ensure that the preferred bidder delivers on the scope of work.

### **1.10 BID VALIDITY PERIOD**

The bid will be valid for a period of 90 (Ninety) days from the closing date of the bid.

### **1.11 LEGAL IMPLICATIONS**

Successful service providers must be prepared to enter into a service level agreement with LNW. LNW reserves the right to award this bid on a non-exclusive basis, i.e. LNW may procure similar services outside this bid with the view of securing the best service and value for money.

### **1.12 CLARIFICATIONS**

Requests for clarification must be made in writing by e-mail. Telephonic enquiries for clarification will not be accepted.

Requests for clarification will be accepted by LNW as specified in the bid document. The submission reference must be included in the subject line of the email.

### **1.13 COMMUNICATION**

LNW will communicate with bidders where bid clarity is sought, or to obtain information or to extend the validity period.

Any communication by the bidder (either by facsimile, letter, electronic mail or any other form of correspondence) to any government official, or representative, or a person acting in an advisory



capacity for the National Treasury in respect of this bid between the closing date and the award of the bid is prohibited.

#### **1.14 COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Information to bid by bidders will result in invalidation of such bids.

#### **1.15 PROHIBITION OF RESTRICTIVE PRACTICES**

In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was/were involved in:

- i. directly or indirectly fixing a purchase or selling price or any other trading condition.
- ii. dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- iii. collusive bidding.
- iv. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

#### **1.16 BENEFICIAL OWNERSHIP**

The bidder/s are required to provide the below information for transparency.

- a) A beneficial owner of a company is an individual who, directly or indirectly, ultimately owns that company or exercises effective control over that company.
- b) Companies are required to keep a register of their beneficial owners and to provide this information to the Companies and Intellectual Property Commission (CIPC). The CIPC maintains a central register of beneficial ownership information.
- c) The beneficial ownership regime in South Africa is intended to improve transparency and accountability in the corporate sector. It is also intended to help to prevent money laundering and terrorist financing.
- d) Companies are required to keep a register of their beneficial owners and must disclose in their bids the following information as provided for in their register for information of each beneficial owner:
  - Name
  - Date of birth
  - Identity number or passport number
  - Residential address
  - Occupation
  - Nature and extent of control over the company

### **1.17 APPROVALS**

The PSP will obtain approval from the Employer representative for a specific construction or investigation project with regard to the:

- a) authorisation;
- b) stopping sections of the works or complete works, unless the reason for stopping section of the works or the complete works is required to ensure the safety of the public, employees or sub-contractors of the principle contractor;
- c) Penalizing a principal contractor; and,
- d) Generally, any decision resulting in a financial change to the project.

### **1.18 FORMAT OF COMMUNICATIONS**

All contract communication will be in English and in writing (letters, faxes and electronic mail). All verbal agreements shall be invalid.

### **1.19 MANAGEMENT MEETINGS**

The PSP will be required to attend monthly:

- a) Site meetings and site visits where Contract Projects have a construction phase or stage;
- b) Technical coordination meetings every second week;
- c) Monthly contract progress meeting with the Employer, at dates and venues to be agreed; and
- d) Ad-hoc meetings as requested by the employer. All at no additional cost to the employer.

### **1.20 ELECTRONIC PAYMENTS**

The PSP will provide all necessary information to facilitate effective electronic payment, as require by the Finance Department of the Employer.

### **1.21 PAYMENT CERTIFICATES**

The PSP will be required to complete a progress report before he will be allowed to complete the standard payment certificate required to be submitted with his tax invoice.

## **1.22 DAILY RECORDS**

Where the Employer requires the PSP's to perform work on a time-and-cost basis, such work will be remunerated on actual time and cost incurred by the PSP, who will be required to submit proof, in the form of verified time sheets or similar, for each person performing the work.

## **1.23 PROOF OF COMPLIANCE WITH THE LAW**

The PSP will ensure that he/she complies to all prevailing legislation that applies to the provision of his services as part of this Contract and indemnifies the Employer where he/she deliberately neglects compliance with such legislation.

## **1.24 EPWP**

As part of this Contract the PSP will ensure that a feasibility study is done on all projects for possible inclusion of EPWP. The consultant doing this MUST be accredited to perform these feasibility studies by an accredited learning institution.

## **1.25 VALUE ADDING**

The Employer requires a Project Management tool to be used to track progress daily. The tool should be able to generate a summary report.

The Employer deems the following criteria to be vital to the successful completion of this project:

- a) Flexible form design that can be adopted and changed rapidly;
- b) The tool must have a field verification module that is integrated with the PM tool that will record progress and activities on site which then is uploaded to the cloud where the PM tool utilise the updated information for progress;
- c) Need to allow for daily recording of progress with coordinates and photos on site for upload to the cloud;
- d) Very important is the requirement to link previous site observations with new observations for the same item;
- e) Once the data had been uploaded in need to have the capability to be validated before final use in the data set;
- f) The PM Tool needs to be web based (cloud) and with controlled access with capabilities of generating current progress as the data had been uploaded; and,
- g) The Employer requires two reference letters where the above requirements were successfully implemented on other sites and proved to be value adding.

**N.B:** This project management tool shall be procured through disbursements within the particular project on approval by LNW.

#### **1.26 CLAIMS FOR PAYMENT**

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment claims (tax invoice) must be submitted on or before the 20<sup>th</sup> of a month. Payment will be affected within 30 days of the date of approval of the payment certificate by the Employer's representative.

#### **1.27 EMPLOYER'S RIGHT TO RECOVER COSTS**

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance/negligence of the Service Provider.

#### **1.28 MONTHLY REPORTING**

The Service Provider is required to submit monthly management report on all works done in the template provided by the employer. The reports must be submitted on a date instructed by the Project Manager and failure to submit within the time frame issued by the project manager shall in default of the contract and notice of termination will be issued.

#### **1.29 MONTHLY PERFORMANCE RATING**

The Employer reserves the right to conduct monthly performance rating which measures overall performance as per the terms of reference and the contract conditions. Failure to meet the minimum cut-off points twice in a cycle shall result in automatic termination of the contract.

# **PART 5**

## **ANNEXURES**

**Tender No: LNW 11/24/25**

**PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER  
MULTI-DISCIPLINARY SERVICES FOR LEPELLE NORTHERN WATER  
COVERING: CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL,  
ELECTRONIC AND INSTRUMENTATION ENGINEERING &  
ENGINEERING MANAGEMENT SERVICES FOR A PERIOD OF FIVE (5)  
YEARS.**

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**ANNEXURES : Company Experience Template/Reference Form and CV templates**

**Notes:**

- a) *The reference form should be completed by the client/employer. In the event of the client/employer not being able to timeously sign the reference form, the bidder should sign and provide contact details which shall be subject to verification.*
- b) *The percentage completed or achieved should be indicated to show the stage of the project at the time client /employer is completing the reference form. e.g stage 1 – 100%, stage 2- 90%, stage 3 – 80%, stage 4 – 0% done; etc. Any quires should be escalated to LNW Project Manager – Mr G Motsoare via email [gundom@lepelle.co.za](mailto:gundom@lepelle.co.za) for clarity.*
- c) *The client /employer contact details should be recent, factual, and contactable. Further questions might be requested from the client /employer for the purposes of scoring the bidder if required. It remains the responsibility of the bidder to ensure the client /employer responds if required to do so. **It is advisable to contact pervious clients before submitting this bid.***
- d) *Bidders are expected to ensure an appointment letter is provided per reference letter or project for point scoring failure to which will result in disqualification.*
- e) *The bidder should reproduce the CV template and reprint a maximum of 4 relevant projects required reference in the form provided. Bidders may not edit or alter the reference form.*
- f) *Any other CV provided shall not be considered or evaluated.*

## ANNEXURE A

### ATTACH SIGNED RELEVANT REFERENCE FORMS FOR EACH PROJECT CARRIED OUT

#### PROJECT REFERENCE FORM TEMPLATE

Project Name:.....

Project Number:.....

**Name of Service Provider :**

.....

**Name of Organisation/Employer:**

.....

**Start Date:** ..... **Completion Date:** .....

Activity	Excellent	Good	Fair	Poor
<b>Management Skills</b> : PSP demonstrated sufficient competence and diligence in executing the project within set timeframes.				
<b>Quality Assurance and Control</b> : PSP demonstrated competence in implementing and aligning to quality assurance processes and techniques with the relevant design code & standards.				
<b>PROJECT STAGE IN TERMS OF ECSA GUIDELINES</b>		<b>PROGRESS ACHIVED PER STAGE IN (%)</b>		
<b>Stage 1</b> : Inception (including feasibility or study)				
<b>Stage 2</b> - Concept and Viability (also termed Preliminary Design – Implementation readiness)				



Stage 3 - Design Development (also termed Detail Design)	
Stage 4 - Documentation and Procurement	
Stage 5 - Contract Admonition and Inspection	
Stage 6 - Close- Out	
TOTAL PROJECT VALUE (R)	
Total Professional Fees paid to date (R)	

**Project Description/Brief:**

.....

.....

.....

.....

**Engineers/Clients Details :**

Full Name of Referee:.....

Telephone:..... Email:.....

**Would you recommend the bidder on similar projects:**

.....

.....



Client Project Manager /Employer \_\_\_\_\_ Date \_\_\_\_\_

**BIDDER MUST ATTACH APPOINTMENT LETTERS AND WITH THIS REFERENCE FORM FOR EACH PROJECT. FAILURE TO PROVIDE AN APPOINTMENT LETTER WITH THIS REFERENCE FORM WILL RESULT IN DISQUALIFICATION.**