



TENDER NO: 12/2026

GENERAL CONDITIONS, SPECIFICATIONS & TENDER DOCUMENT FOR THE APPOINTMENT OF CONSULTANTS FOR THE DESIGN AND PROJECT MANAGEMENT OF THE WATER AND SANITATION PROJECTS ON BEHALF OF THE LESEDI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS, HEIDELBERG, GAUTENG.

Name of Tendering Entity	
Physical Address of Tendering Entity	
Postal Address of Tendering Entity	
Contact Details of Tendering Entity	Tel: Fax: Cell: Email:
Tender Amount carried from Form of Offer (including VAT)	R (incl VAT)
Tax PIN	
CENTRAL SUPPLIER DATABASE (CSD)	MAAA

LESEDI LOCAL MUNICIPALITY
CONTRACT No.: 12/2026

FOR

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SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:.....

.....

PHYSICAL / STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER :

E-MAIL ADDRESS :

CONTRACT PRICE : R

(Amount brought forward from the Form of Offer and Acceptance) *

SIGNED BY AUTHORISED REPRESENTATIVE OF THE BIDDING ENTITY:

DATE:

* Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

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LESEDI LOCAL MUNICIPALITY

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PART T1: BIDDING PROCEDURES

LESEDI LOCAL MUNICIPALITY

CONTRACT No: 12/2026

FOR

GENERAL CONDITIONS, SPECIFICATIONS & TENDER DOCUMENT FOR THE APPOINTMENT OF CONSULTANTS FOR THE DESIGN AND PROJECT MANAGEMENT OF THE WATER AND SANITATION PROJECTS ON BEHALF OF THE LESEDI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS, HEIDELBERG, GAUTENG

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T1.1 BID NOTICE AND INVITATION TO BID

ADVERTISED IN: SOWETAN
PUBLISHING DATE: 04 MAY 2026
TENDER NOTICE: 12/2026

LESEDI LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Infrastructure Services Department: Water & Sanitation.

TENDER No.: 12/2026

GENERAL CONDITIONS, SPECIFICATIONS & TENDER DOCUMENT FOR THE APPOINTMENT OF CONSULTANTS FOR THE DESIGN AND PROJECT MANAGEMENT OF THE WATER AND SANITATION PROJECTS ON BEHALF OF THE LESEDI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS, HEIDELBERG, GAUTENG

The scope of work consists of assisting the Municipality with the business plan preparation, design and monitoring the implementation of Water and Sanitation Infrastructure projects.

Adjudication:

Tenders will be evaluated using functionality evaluation criteria of **100 points** of which the bidder is required to score the minimum of **70 points** in order to be considered for further evaluation. Tenders will be evaluated using the 80/20 preference point system which awards **80 points for Price** and **20 points for Specific Goals** in accordance with the table below:

SPECIFIC GOALS (20 POINTS)				
	Youth	Woman	Disabled	Black
HDI (% Shareholding) (proof of points claimed required)	3	5	2	5
Area of Origin (Proof of street address required)	Sedibeng (DISTRICT)		Gauteng (PROVINCE)	
	3		2	
PRICE	80			
TOTAL POINTS	100			

Documents Collection: Documents can be downloaded from the e-portal or Lesedi Local Municipality's Website.

Technical Enquiries: Mr Star Moholobela
Tender Documents: Ms. Sibulelo Mokoena

Tel: (016) 466 1965
Tel: (016) 466 1947

Documents available: As from 06 May 2026 on www.etenders.gov.za or <https://lesedi-lm.gauteng.gov.za>

Closing date: 09 June 2026 **Time:** 12:00

Tender Box

Venue: Tender boxes are situated at the Supply Chain Management Unit, situated on the upper level of the West Wing of the Lesedi Local Municipality Civic Centre, Corner Du Preez and H. F. Verwoerd Streets in Heidelberg.

COMPULSORY TENDER DOCUMENTS (DISQUALIFICATION CRITERIA):

1. **Tax Clearance Certificate / Tax Compliance Status documents with Pin. Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin.**
2. **Vat clearance certificate if service provider is registered for VAT.**
3. **Certified copies of all directors ID.**
4. **Copy of company registration documents.**
5. **Copy of latest municipal account (Rates, Taxes and Services Account) which is not more than 3 months old at the time of closing.**
6. **The bidding entity as well as all its directors must submit a Municipal account which is not more than three (3) months in arrears or valid lease agreement which is on the name of the entity. If the director is leasing, they must also provide a valid lease agreement on their names.**
 - 6.1 **Properties where businesses are leased at must submit municipal accounts not owing 90 days or more.**
 - 6.2 **If the business operates from the different address as per CIPC document, an affidavit must be provided.**
7. **Central Supplier Database (CSD) registration full report.**
8. **Completed and Signed Schedule of Quantities. (As per attached pricing schedule). In the event that an item is not going to be charged on the schedule of quantities the number "0" must be inserted and not a dash (-).**
9. **Authority of Signatory must be completed and signed by way of directors' resolution. In the event of a business being a sole proprietor or one-person business, a letter of authority is not required.**
10. **Tenders must submit the relevant copy of Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993). A Letter of Good standing certificate must be submitted (Consulting).**
11. **Audited annual financial statements for the past three years or since the date of establishment if established during the past three years for bids above R10 million.**
12. **MBD 1: Invitation to Tender**
13. **Personal Information Process Form**
14. **MBD 4. Declaration of Interest.**
15. **MDB 5. Declaration of Procurement above R10 million (VAT included).**
16. **MBD 6.1 Preferential Points.**
17. **MBD 8: Declaration of Bidder's Past Supply Chain Management Practices.**
18. **MBD 9: Certificate of Independent Bid Determination.**
19. **Bidders must sign or initial each page by authorized signatory.**
20. **Tenders must submit a letter confirming that the company has a Budget to implement this project and there will not be delays in implementation this project due to financial constraints.**
21. **Bid Documents must be completed in full.**
22. **Professional indemnity insurance of R 12 000 000.00 or more.**
23. **Proof of Company Registration with CESA.**
24. **The municipality reserves the right to verify all returnable submissions. Fraudulent submissions will result in automatic disqualification.**
25. **Any discount offers above 30% will be deemed reckless, and bidders with such an offer will be disqualified.**

BIDDING TENDER CONDITIONS:

1. All suppliers of good and services must be registered in the National Treasury web-based Central Suppliers Database (CSD). As per National Treasury Instruction No. 4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State, excluding instances mentioned in paragraph 3.3, are registered on the CSD prior to award letter/purchase order/signed contract being issued.
2. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severely bound.
3. No late tender will be accepted.
4. Telefax or e-mail tenders will not be accepted.
5. Tenders may only be submitted on the bid documents as provided by Lesedi Local Municipality.
6. The use of tippex is not allowed on the bid documents.
7. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by a full signature of the authorized person at each and every alteration. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.
8. Bids completed in pencil will be regarded as invalid bids.
9. No page(s) may be removed from the original tender document.
10. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document.
11. The lowest or any tender will not necessarily be accepted, and Lesedi Local Municipality reserves the right to accept a tender in whole or in part.
12. The Municipality reserves the right to appoint and not to appoint.
13. The Municipality reserve the right to negotiate a fair market-related price with recommended bidders after a competitive bidding process or price quotations.
14. The validity period for this tender is ninety (90) days.
15. All tender prices must be inclusive of VAT for all registered VAT vendors.
16. The bid will be evaluated on an 80/20 principle where 80 points will be price, and 20 points will be Specific Goals.
17. Tender documents may be downloaded from e-tender portal at www.etenders.gov.za as well as <https://lesedi-lm.gauteng.gov.za>.

NB* NO TENDER DOCUMENTS ON USB WILL BE CONSIDERED FOR EVALUATION.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF LESEDI LOCAL MUNICIPALITY

TENDER NUMBER:	12/2026	CLOSING DATE:	09 JUNE 2026	CLOSING TIME:	12H00
DESCRIPTION	THE APPOINTMENT OF CONSULTANTS FOR THE DESIGN AND PROJECT MANAGEMENT OF THE WATER AND SANITATION PROJECTS ON BEHALF OF THE LESEDI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS, HEIDELBERG, GAUTENG.				

THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).
TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)

Supply Chain Management Unit
Lesedi Local Municipal Building
Corner H. F. Verwoerd and Du Preez Street
Heidelberg
1438

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

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 PART B:3]
TOTAL ITEMS OFFERED COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> Yes <input type="checkbox"/> No	TOTAL BID PRICE (As per the price schedule)	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
QUERIES MAY BE DIRECTED DURING OFFICE HOURS: MON – FRI BETWEEN 07:30 TO 16H00 TO			
FOR BIDDING PROCEDURE		FOR TECHNICAL INFORMATION	
CONTACT PERSON	SIBULELO MOKOENA	CONTACT PERSON	MR STAR MOHOLOBELA
TELEPHONE NUMBER	016 466 1947	TELEPHONE NUMBER	016 466 1965
E-MAIL ADDRESS	sibulelom@lesedi.gov.za	E-MAIL ADDRESS	starm@lesedi.gov.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION YES NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



PERSONAL INFORMATION PROCESSING FORM

1. In the furtherance of the Municipality’s operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.
2. For purposes contemplated in paragraph 1, the Lesedi Local Municipality, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent form, you hereby grant the Municipality permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ (*INSERT FULL NAME AND SURNAME*)
with Identity Number _____, in
my personal capacity or acting on behalf of _____ (Company),
(Registration Number:) _____ confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.
5. My or _____’s (*INSERT COMPANY’S NAME*) personal information and/or data may be disclosed, processed and/or further processed by the Municipality (including its employees, agents, contractors and representatives) and such other third parties contracted with the Municipality involved in the processing, verification and management of my and/or Company’s Personal Information in accordance with the requirements set out in paragraph 1 (**Processors**);
6. any one or more of the above entities/representatives may utilise my and/or Company’s personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (**RSA**), in which instance my and/or Company’s personal information/data may be conveyed, processed and/or stored outside the borders of RSA;
7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company’s personal information/data; and
8. The Municipality may retain any of my personal information/data as may be required by the Municipality or for purposes contemplated in paragraph 1.
9. By my signature below, do hereby give my or the Company’s irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

Privacy Laws Compliance Clause

I, the signatory to this document/form, further warrant and undertake:

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, (**POPIA**)) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:

- ensure the lawful processing of Personal Information
- secure the integrity and confidentiality of such Personal Information;
- provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
- mitigate against any unlawful, data breach or unauthorised access to Personal Information;
- identify any or potential risks related to data breaches or contravention with privacy laws;
- apply the acceptable information security practices and procedures.

11. to indemnify the Municipality against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Municipality, the data subject and the Information Regulator in the event of any contravention or unauthorised disclosure of Personal Information.

12. In accordance with the requirements of POPIA, I hereby give the Municipality the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Municipality pursuant to the terms of this Agreement.

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____

T1.2 BID DATA

The conditions of Bid are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies. The Bidder is deemed to be in possession and have full knowledge of the abovementioned documents.

Tender Data Applicable to this Bid:

Clause number	Bid Data
F.1.1	<p>The Employer is: LESEDI LOCAL MUNICIPALITY P. O. BOX 201 HEIDELBERG 1438.</p>
F.1.2	<p>The bid documents issued by the Employer comprise of:</p> <p>THE BID</p> <p>Part T1 Bidding Procedures Part T1.1 Bid Notice and Invitation to Bid Part T1.2 Bid Data</p> <p>Part T2 Returnable Documents Part T2.1 Returnable Schedules Required for Bid Evaluation Purposes Part T2.2 Other Documents Required for Bid Evaluation Purposes Part T2.3 Returnable Schedules That will be Incorporated in the Contract</p> <p>THE CONTRACT</p> <p>Part C1 Agreements and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data</p> <p>Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities</p> <p>Part C3 Scope of Works</p>

Clause number	Bid Data
F.1.4	<p>The Employer's Representative is: Lesedi Local Municipality No.1 H. F. Verwoerd Street Heidelberg 1441</p> <p>Contact Person: Mr Star Moholobela Tel: 016 466 1965</p> <p>Bidders shall note that verbal information given by the Employer's Representative during clarification meetings, site visits or at any time prior to the award of the Contract will not be regarded as binding on the Employer. Only information issued formally in writing in terms of an Addendum (Clause 4.7) or Clarification of a Bid Offer (Clause 4.8) will be considered as amending the Bid Documents.</p>
F.1.6.1	<p>The Employer's right to accept or reject any tender offer The Employer is not obliged to accept the lowest or any tender offer</p>
F.1.6.3	<p>A two-envelope system will not be followed.</p>
F.2.1	<p>Eligibility</p> <p>Joint ventures are eligible to submit tenders and will be evaluated according to the joint capacity offered by the joint venture.</p> <p>A Tenderer will not be eligible to submit a tender if:</p> <ul style="list-style-type: none"> a) the Tenderer submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; b) the Tenderer does not have the legal capacity to enter into the contract; c) the Tenderer submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; e) The Tenderer cannot demonstrate that he possesses the necessary professional and competent technical qualifications, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; f) Tenders that do not meet the minimum requirements in terms of key personnel and experience will be disqualified; g) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. h) Tenderers that score less than 70 points for Functionality Criteria will not be considered further during the evaluation <p>TENDERERS TO TAKE PARTICULAR NOTICE OF THIS CLAUSE AS TENDERERS WHO DO NOT COMPLY HEREWITH WILL NOT BE CONSIDERED ELIGIBLE</p> <p>Furthermore, only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ol style="list-style-type: none"> 1. Tenderer is registered on the Central Supplier Database

Clause number	Bid Data
	<p>2. Tenderer is qualified and professionally registered for the service to be provided</p> <p>3. Tenderer has the managerial capacity, reliability and experience regarding the nature of the project</p> <p>Only those tenderers who score a minimum score of 70 points in respect of the following functionality criteria will proceed to the price and preference goals.</p>
F.2.4	<p>Confidentiality and copyright of documents</p> <p>All work produced, including records, drawings, documents and photography pertaining to this tender shall remain the property of Lesedi Local Municipality and no part thereof may be copied, reproduced in any manner without the written consent of Lesedi Local Municipality.</p>
F.2.5	<p>The Consulting Engineer is deemed to be in possession and have knowledge of the documents referred to in these documents but not attached.</p>
F.2.6	<p>Acknowledge addenda</p> <p>It is the responsibility of the Tenderer to keep checking Websites for any addenda issued before the closing date.</p> <p>The bidder is to acknowledge receipt of Addenda to this Tender Document, sign it and attach it to the appropriate page under Returnable Documents and adhere to stipulated amendments when filling the tender document. Failure to adhere to addendum will result to disqualification.</p>
F.2.7	<p>Clarification meeting</p> <p>N/A</p>
F.2.8	<p>Seek clarification</p> <p>Should the bidder require clarification on any matter then such should be done so in writing at least three working days before the closing time stated in the Tender Data. Accept that failure to request clarification on tender documents, in at least 3 working days prior to the closing time stated in the tender data, it shall be deemed that all matters in the tender documents are clearly understood. Accept that the Employer shall not be obligated to respond to any requests for clarification of tender documents submitted in less than 3 working days prior to the closing date</p>
F.2.12	<p>No alternative bid offer will be considered</p>
F.2.13.3	<p>The <i>whole original</i> bid document, <i>as issued by the Lesedi Local Municipality (LLM)</i>, shall be submitted. <i>No copies will be accepted.</i></p> <p>Bids may only be submitted on the Bid documentation issued by the LLM.</p> <p>Under no circumstances whatsoever may the tender forms be retyped or redrafted.</p>
F.12.13.7	<p>The employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of bid box: Bid Box</p> <p>Physical address: Bid Box situated at the Supply Chain Management Department, Municipal Building, corner H. F. Verwoerd and Du Preez Street, Heidelberg, during office hours Monday to Friday, 0730hrs till 1600hrs. The bid closes on 09 June 2025 at 12:00pm. No late, or e-mailed or faxed bids will be considered. All objections and complaints</p>

Clause number	Bid Data
	<p>immediately preceding financial years, unless the bidder was only established or commenced business within the past three (3) years in which case all of its annual financial statements must be submitted;</p> <p>4. If the bidder only commenced business within the past three (3) years, the bidder is required to submit annual financial statements in compliance with the provisions of subsections (4) and (5) above for each of its financial years since commencing business;</p> <p>5. Affiliation of the Company with CESA</p> <p>If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.</p>
F.3.4	Bids will be opened immediately after the closing time for bids at the: Supply Chain Management Department, Municipal Building, corner H. F. Verwoerd and Du Preez Street, Heidelberg.
F.3.11	The procedure for evaluation of responsive bids is Method 2: Functionality, Price and Preference

N/A

FUNCTIONALITY CRITERIA

Bidders will be assessed based on the quality criteria as set out in the table below. Bidders scoring less than 70 points will be considered non-responsive.

Bidders shall fill in the relevant information on the Quality Criteria Schedules / Returnable Schedules in Part T2, and this information shall be used to award points for quality on the following basis per category:

Criteria	Criteria Description	Score	Maximum Points Allocation	Verification Method
Company Relevant Experience in Water and Sanitation Infrastructure Projects	Tenderer has successfully prepared Business Plans, Designed and Monitored Water Infrastructure projects with a total construction value of greater or equal to R50 Million.	15	15	Tenderer to attach appointment letters and matching reference letters from the client with verifiable contact details on an official letter head, signed by relevant senior official, MM/CFO/HOD/CEO.
	Tenderer has successfully prepared Business Plans, Designed and Monitored Water Infrastructure projects with a total construction value of greater or equal to R25 Million but less than R50 Million.	10		
	Tenderer has not successfully prepared Business Plans, Designed and Monitored Water Infrastructure projects with a total construction value of less than R25 Million.	5		
Company Relevant Experience in Water/Wastewater Treatment Plant Infrastructure Projects	Tenderer has successfully prepared Business Plans, Designed and Monitored Water/Wastewater Treatment Infrastructure projects with a total construction value of greater or equal to R50 Million.	15	15	Tenderer to attach appointment letters and matching reference letters from the client with verifiable contact details on an official letter head, signed by relevant senior official, MM/CFO/HOD/CEO.
	Tenderer has successfully prepared Business Plans, Designed and Monitored Water/Wastewater Treatment Infrastructure projects with a total construction value of greater or equal to R25 Million but less than R50 Million.	10		
	Tenderer has not successfully prepared Business Plans, Designed and Monitored Water/Wastewater Treatment Infrastructure projects with a total construction value of less than R25 Million.	5		

Company Relevant Experience in Water Conservation and Water Demand Management Projects	Tenderer has successfully prepared Business Plans, Designed and Monitored Water Conservation and Water Demand Management projects with a total construction value of greater or equal to R20 Million.	15	15	Tenderer to attach appointment letters and matching reference letters from the client with verifiable contact details on an official letter head, signed by relevant senior official, MM/CFO/HOD/CEO.
	Tenderer has successfully prepared Business Plans, Designed and Monitored Water Conservation and Water Demand Management projects with a total construction value of greater or equal to R 10 million but less than R20 Million	10		
	Tenderer has not successfully prepared Business Plans, Designed and Monitored Water Conservation and Water Demand Management projects with a total construction value of less than R 10 million.	5		
Relevant Qualifications and Experience of Senior Civil Engineer	Degree / BTech in Civil Engineering and registration as ECSA-PrEng or PrTech Eng being compulsory with at least 3 years' (post professional registration) engineering experience in project planning, design and project management.	15	15	Attach recent CV with 5 or more years' relevant experience, contactable references & certified copies of qualifications
		10		Attach recent CV with 3 to 5 years' relevant experience, contactable references & certified copies of qualifications
		0		No submission or attached resource with less than 3 years' experience.
Relevant Qualifications and Experience of Senior Mechanical Engineer	Degree / BTech in Mechanical Engineering and registration as ECSA-PrEng or PrTech Eng being compulsory with at least 3 years' engineering experience in project planning, design and project management.	10	10	Attach recent CV with 5 or more years' relevant experience, contactable references & certified copies of qualifications
		5		Attach recent CV with 3 to 5 years' relevant experience, contactable references & certified copies of qualifications
		0		No submission or attached resource with less than 3 years' experience.
Relevant Qualifications	Degree / Btech in Electrical Engineering and registration as ECSA-PrEng or PrTech Eng being	10		Attach recent CV with 5 or more years' relevant experience, contactable

and Experience of Senior Electrical Engineer	compulsory with at least 3 years' engineering experience in project planning, design and project management.		10	references & certified copies of qualifications
		5		Attach recent CV with 3 to 5 years' relevant experience, contactable references & certified copies of qualifications
		0		No submission or attached resource with less than 3 years' experience.
Relevant Qualifications and Experience of Resident engineer	N. Dip or higher in Civil Engineering and registration as ECSA Candidate or PrTech Eng being compulsory with at least 3 years' engineering experience in project planning, design and project management.	10	10	Attach recent CV with 5 or more years' relevant experience, contactable references & certified copies of qualifications
		5		Attach recent CV with 3 to 5 years' relevant experience, contactable references & certified copies of qualifications
		0		No submission or attached resource with less than 3 years' experience.
Labour Intensive Construction	Key Personnel Certificate in Labour Intensive Construction		10	Attach Certified Copy of the LIC NQF L5 Certificate for any of the Key Personnel
Total Maximum Allocated Points				100
<p>Notes:</p> <ol style="list-style-type: none"> 1. The project resources as per staffing profile cannot be repeated or duplicated for any of the roles and disciplines. Should a project resource be repeated or duplicated, the discipline with the repeated or duplicated resource will be rejected. 2. All foreign qualifications must be South African Qualifications Authority (SAQA) accredited 3. All professional registrations (ECSA/SACPCMP) must be in good standing during the period of tender evaluation. 4. All Qualifications, and Registrations, to be originally certified within three months of the bid closure date. No copies of certified documents will be accepted. 				

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of

F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

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

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

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

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

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

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked -financial proposall and place the remaining returnable documents in an envelope marked -technical proposall. Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer
F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

F.3.5 Two-envelope system

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;

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

F3.9.2 The employer must correct the arithmetical errors in the following manner:

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for Specific goals.
- 3) Add the points scored for price and Specific goals.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraph 4 below.
4. 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).

F.3.11.4 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.5 Scoring Price

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

$$NFO = W_1 \times A$$

where: NFO is the number of tender evaluation points awarded for price.

W₁ is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
<p>^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</p>			

F.3.11.6 Scoring preferences

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

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.7 Scoring functionality

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

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

$$NQ = \frac{W_2 \times SQ}{MS}$$

where: *SQ* is the score for quality allocated to the submission under consideration;
MS is the maximum possible score for quality in respect of a submission; and
W₂ is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.8 Insurance provided by the employer

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

F.3.9 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.10 Prepare contract documents

F.3.10.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.10.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.11 Complete adjudicator's contract

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

F.3.12 Notice to unsuccessful tenderers

F.3.12.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.

F.3.12.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.13 Provide copies of the contracts

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

F.3.14 Provide written reasons for actions taken

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

F3.15 Transparency in the procurement process

F3.15.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.15.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.15.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.15.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.15.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.15.6 Consultative Forum must be an independent structure from the bid committees. F3.15.7 The information must be published on the employer's website.

F 3.15.8 Records of such disclosed information must be retained for audit purposes.



LESEDI LOCAL MUNICIPALITY

TENDER NO. 12/2026

GENERAL CONDITIONS, SPECIFICATIONS & TENDER DOCUMENT FOR THE APPOINTMENT OF CONSULTANTS FOR THE DESIGN AND PROJECT MANAGEMENT OF THE WATER AND SANITATION PROJECTS ON BEHALF OF THE LESEDI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS, HEIDELBERG, GAUTENG

PART T2: LIST OF RETURNABLE DOCUMENTS

LESEDI LOCAL MUNICIPALITY

CONTRACT No: 12/2026

FOR

THE APPOINTMENT OF CONSULTANTS FOR THE DESIGN AND PROJECT MANAGEMENT OF THE WATER AND SANITATION PROJECTS ON BEHALF OF THE LESEDI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS, HEIDELBERG, GAUTENG

PART T2: LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

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NOTE:

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

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

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Form 2.2.1 Tax Clearance Certificate Requirements

A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY OR TCS NUMBER THEREOF, OBTAINED FROM SARS TO BE SUBMITTED WITH BID DOCUMENTS.

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.

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.sars.gov.za.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract, by the Bid Evaluation Committee.

NAME OF BIDDING ENTITY

TAX CLEARANCE CERTIFICATE/COPY OF TAX COMPLIANCE STATUS DOCUMENT (TCS) MUST BE ATTACHED IN A SEPARATE DOCUMENT

Form 2.1.2 General Declaration:

I/We, the undersigned:

- (a) *bid to supply and deliver to LESEDI LOCAL MUNICIPALITY [hereafter "LLM"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) *agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) *further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;*
- (d) *confirm that this bid may only be accepted by the LLM by way of a duly authorised Letter of Acceptance;*
- (e) *declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) *declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the LLM and the undersigned;*
- (g) *certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;*
- (h) *acknowledge that the information furnished is true and correct;*
- (i) *accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the LLM that the claims are correct. If the claims are found to be inflated, the LLM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the LLM as a result of the award of the contract and/or cancel the contract and claim any damages which the LLM may suffer by having to make less favourable arrangements after such cancellation;*
- (j) *declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months;*
- (k) *declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory;*
- (l) *declare that the signatory to the bid document is duly authorised;*
- (m) *agree that documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the LLM;*
- (n) *declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith in terms of Regulation 10 of the Preferential Procurement Regulations, 2011 is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise (EME) from a registered auditor, accounting officer or accredited verification agency);*
- (o) *declare that the following responses to be true and correct:*

Does the bidder have participation in the submission of any other offer for the supplies / services described in the attached documents?

(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

If YES, the following information must be supplied:



a. The name(s) of the other Bidder(s) involved

.....

.....

b. The full details of the Bidder(s) participation

.....

.....

(p) declare that all of the information furnished is true and correct.

Signed at.....this.....day of..... 20.....

Name of Authorised Person:

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: 1. _____

2. _____

NAME OF BIDDING ENTITY

Form 2.1.3 Declaration of Interest

MBD 4

- 1. No bid will be accepted from persons in the service of the state* .
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of Owner of the Bidding Entity:
 - 3.2 Identity Number if applicable:
 - 3.3 Position occupied in the Company (Director, trustee, shareholder)
 - 3.4 Company Registration Number if applicable:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:

* MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal Council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

*Shareholder means a person who owns shares in the company or business entity, exercises control and is actively involved in its management.

3.7 The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state*
(Tick applicable box)

3.8.1 If so, furnish particulars.

.....
.....

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>



3.9 Have you been in the service of the state for the past twelve months?

(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

1.9.1 If so, furnish particulars.

.....
.....

3.10 Do you have any relationship (close family member, partner, or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (close family member, partner, or associate) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

3.11.1 If so, furnish particulars

.....
.....

3.12 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

3.12.1 If so, furnish particulars.

.....
.....

3.13 Are any spouse, child, or parent of the company's directors, trustees, managers, principal shareholders, or stakeholders in service of the state?

(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

3.13.1 If so, furnish particulars.

.....
.....



3.14 Do you or any of the directors, trustees, managers, principle shareholders or stakeholders of this company have any interest in any other company or business entity whether or not the latter is bidding for this contract?
(Tick applicable box)

YES	NO

3.14.1 If so, furnish particulars.

.....
.....

4. Full details of directors / trustees / members / shareholders:

Full Name	Identity Number	Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE AND/OR THE LLM MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE REJECTED.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidding Entity

NAME OF BIDDING ENTITY

Form 2.1.4 Declaration for Procurement Above R10 Million (VAT Included)

MBD 5

BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

- 1.1 Are you by law required to prepare annual financial Statements?
(Tick applicable box)**

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

If yes:

- 1.1.1 If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No. 71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- 1.1.2 If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- 1.1.3 **Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act. Summaries and/or extracts of annual financial statements shall not be acceptable and shall result in the rejection of the bid.**

- 1.2 If your answer to 1.1 above is YES then, did you only commence business within the past three years?
(Tick applicable box)**

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

1.2.1 If yes, the bidder is required to submit annual financial statements in compliance with the provisions of 1.1.1 and 1.1.2 above for each of its financial years since commencing business.

- 1.3 If your answers to 1.1 above is NO, un-audited financial statements must be submitted with your bid for the periods specified in 1.1.1, 1.1.2 or 1.2.1 above, as the case may be.**

.....

- 2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?
(Tick applicable box)**

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.**

- 2.2 If yes, provide particulars.**



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

3. **Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?**

YES	NO

(Tick applicable box)

3.1 **If yes, furnish particulars.**

.....
.....

4. **Will any portion of goods or services be sourced from outside the Republic and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?**

YES	NO

(Tick applicable box)

4.1 **If yes, furnish particulars**

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NAME OF BIDDING ENTITY

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

- GENERAL CONDITIONS

- a. 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).

- b. 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.

 - c. 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.

d. To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

- e. 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.

- f. 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.

- **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).

- **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

a. **POINTS AWARDED FOR PRICE**

i. **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

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

b. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**i. POINTS AWARDED FOR PRICE**

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

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

- a. 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:
- b. 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality: Enterprise registered within the Republic of South Africa (to be verified on CSD)	Gauteng (PROVINCE)	2	
	Sedibeng (DISTRICT)	3	
Youth: Enterprise has at least 1 Director aged 35 or under (to be verified on CSD)		3	
Black: Enterprise has at least 1 Director who is Black (to be verified on CSD)		5	
Woman: Enterprise has at least 1 Director who is female (to be verified on CSD)		5	
Disability: Attach letter from registered and authorized medical professional confirming disability.		2	
TOTAL		20	

DECLARATION WITH REGARD TO COMPANY/FIRM

c. Name of company/firm.....

d. Company registration number:

e. 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]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have

–

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.



.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Form 2.1.6 Declaration of Bidder’s Past Supply Chain Management Practices

MBD 8

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? (To access this Register, enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Bid Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		



Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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 THE CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NAME OF BIDDING ENTITY

Form 2.1.7 Certificate of Independent Bid Determination**MBD 9**

- 1 This Form “2.2.6” must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This Form “2.2.6” serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (Form “2.2.6”) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids, and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices, or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(BID NUMBER: 12/2026): GENERAL CONDITIONS, SPECIFICATIONS & TENDER DOCUMENT FOR THE APPOINTMENT OF CONSULTANTS FOR THE DESIGN AND PROJECT MANAGEMENT OF THE WATER AND SANITATION PROJECTS ON BEHALF OF THE LESEDI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS, HEIDELBERG, GAUTENG

in response to the invitation for the bid made by:

LESEDI LOCAL MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities, or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

³ 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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors, or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.



- 8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. 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.
- 10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NAME OF BIDDING ENTITY



Form 2.1.8: Declaration for Municipal Accounts

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Policy of the LLM, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders.

- (i) I, the undersigned hereby declare that the signatory to this bid document; is duly authorised and further declare:
- (ii) I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity for services/goods rendered shall be utilised to offset any monies due to a municipality or a municipal entity.
- (iii) The following account/s of the bidding entity has reference:

Municipality	Account number
.....
.....

(NB: If there is insufficient space above, please submit on a separate page)

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print)

Authorised Signature:

As witness: 1.

2.

NAME OF BIDDING ENTITY



Form 2.1.9: Authority of Signatory

AUTHORITY FOR SIGNATORY(COMPULSORY)

Please note that the sole proprietors or “one-person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead:

“By resolution of the board of directors passed on _____ 20 _____

Mr. _____

has been duly authorized to sign all documents in connection with the bid for

Tender _____ No. _____

and any Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company / firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company / firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;



(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS
.....
.....
.....



Form 2.1.10 Joint Venture / Consortium Authority

JOINT VENTURE / CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture / Consortium for the purpose of jointly bidding and obtaining the award of contract for **THE APPOINTMENT OF CONSULTANTS FOR THE DESIGN AND PROJECT MANAGEMENT OF THE WATER AND SANITATION PROJECTS ON BEHALF OF THE LESEDI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS, HEIDELBERG, GAUTENG**

and of jointly performing such contract under joint and several responsibilities.

The share of the partners in the Joint Venture/ Consortium shall be:

Full Name and address of Lead enterprise%

.....

Full Name and address of 2nd enterprise%

.....

Full Name and address of 3rd enterprise%

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture / Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture / Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the LLM, for the amount and period as stated in the Contract Data.

The Joint Venture / Consortium may not be terminated by any of the parties hereto until either:

- (a) the contract has been awarded to another bidder; or
- (b) the work undertaken by the Joint Venture / Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture / Consortium have been settled, the bid is cancelled or the period of validity of bid extended.



No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture / Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture / Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the LLM or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture / Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures.



TENDER NO: 12/2026

Form 2.2.11: CSD Full Report

ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION FULL REPORT IN A SEPARATE DOCUMENT



T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

<u>CONTENTS</u>	<u>PAGE</u>
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Form 2.2.2 Schedule of Previous Work Experience Carried out by Bidder	66
Form 2.2.3 Schedule of Key Personnel.....	72
Form 2.2.4 Company Professional Indemnity Insurance	74
Form 2.2.5 Financial References	75

Form 2.2.1 Size of Enterprise and Current Workload

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, and warehouses occupied by your enterprise (attach details if the space provided is not enough).

Description	Address	Area (m ²)

SMME STATUS - (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

Provide details on the following:

Sector / Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.



List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you?



Form 2.2.2 Schedule of Previous Work Experience Carried Out by Bidder

Water and Sanitation Infrastructure Projects: Provide the following information on **relevant** previous experience

Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		
					Email:		



Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		



Water/Wastewater Treatment Infrastructure Projects: Provide the following information on **relevant** previous experience

Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		
					Email:		



Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		



Water Conservation and Water Demand Management Projects: Provide the following information on relevant previous experience

Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		



Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		
					Email:		

Form 2.2.3 Schedule of Key Personnel

Provide information on key staff you intend to utilize on this contract, should it be awarded to you.

Designation	Name and Surname	Qualifications	Registration Number and Category	Number of years' Experience post registration
<p><u>Senior Civil Engineer/Technologist</u></p> <p>Degree / BTech in Civil Engineering and registration as ECSA-PrEng or PrTechEng being compulsory with at least 3 years' (post prof registration) engineering experience in project planning, design and project management.</p>				
<p><u>Senior Electrical Engineer</u></p> <p>Degree / BTech in Electrical Engineering and registration as ECSA-PrEng or PrTechEng being compulsory with at least 3 years' (post prof registration) engineering experience in</p>				

Designation	Name and Surname	Qualifications	Registration Number and Category	Number of years' Experience post registration
project planning, design and project management.				
<p><u>Senior Mechanical Engineer</u></p> <p>Degree / BTech in Mechanical Engineering and registration as ECSA-PrEng or PrTechEng being compulsory with at least 3 years' (post prof registration) engineering experience in project planning, design and project management.</p>				

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

- Certified Copy of Relevant Degree in Engineering
- CV demonstrating relevant experience in water and sanitation related projects for the relevant post registration duration.
- Certified Copy of ECSA Professional registration certificate.



Form 2.2.4 Company Professional Indemnity Insurance

Proof of Professional Indemnity Insurance to the minimum value of R12 million to be submitted with the bid.



Form 2.2.5 Financial References

DETAILS OF BIDDING ENTITY’S BANK

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

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

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account, (i.e. cheque account)	

BIDDER’S TAX DETAILS

Bidder’s VAT vendor registration number:

Bidder’s SARS tax reference number:



T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

CONTENTS

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Form 2.3.1 Record Of Addenda To Bid Documents.....77



Form 2.3.1 Record of Addenda to Bid Documents

We confirm that the following communications received from the Procuring Department before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:

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

Attach additional pages if more space is required.

.....
Signature of Authorized person:

.....
Date:

Name:

Position:



DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS, COMPANY DIRECTORS, TRUSTEES

(In the event of a joint venture / consortium, to be completed by all of the above of the joint venture / consortium partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience



EQUITY OWNERSHIP – (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership.
In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizenship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBER



TENDER NO: 12/2026



LESEDI LOCAL MUNICIPALITY

TENDER NO. 12/2026

GENERAL CONDITIONS, SPECIFICATIONS & TENDER DOCUMENT FOR THE APPOINTMENT OF CONSULTANTS FOR THE DESIGN AND PROJECT MANAGEMENT OF THE WATER AND SANITATION PROJECTS ON BEHALF OF THE LESEDI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS, HEIDELBERG, GAUTENG

PART C1: AGREEMENT AND CONTRACT DATA



LESEDI LOCAL MUNICIPALITY

CONTRACT No.: 12/2026

FOR

GENERAL CONDITIONS, SPECIFICATIONS & TENDER DOCUMENT FOR THE APPOINTMENT OF CONSULTANTS FOR THE DESIGN AND PROJECT MANAGEMENT OF THE WATER AND SANITATION PROJECTS ON BEHALF OF THE LESEDI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS, HEIDELBERG, GAUTENG

PART C1: AGREEMENT AND CONTRACT DATA

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C1.1 Form of Offer and Acceptance**FORM OF OFFER AND ACCEPTANCE
(AGREEMENT)****OFFER**

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

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

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

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

R _____ (in figures),
_____ rand (in
words);

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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____
(Name and address of organisation)



TENDER NO: 12/2026

Name and signature of Witness _____

Date _____



ACCEPTANCE

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

The terms of the contract, are contained in

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

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The Bidder 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

FOR THE LLM:

Signature(s)

Name(s)

Capacity



LESEDI LOCAL MUNICIPALITY
(Name and address of organisation)

Name and signature of witness _____

Date _____

C1.2 Contract Data

The Conditions of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board, together with the Municipality’s Special Conditions of Contract.

The Standard Professional Services Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the professional services contract.

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

VARIATIONS TO THE GENERAL STANDARD PROFESSIONAL SERVICES CONTRACT

PART 1 - DATA PROVIDED BY THE EMPLOYER

REF.CLAUSE No	DATA PROVIDED BY THE EMPLOYER	
	Name of Employer: Lesedi Local Municipality	
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.	
3.11	The Service Provider shall deliver the Services in accordance with the programme for each Works Order or Instruction as provided for in 3.14.	
3.11	The penalty for failing to submit any of the documentation on time in accordance with an agreed program is R1000.00 per day. The limit of penalties is 10 (ten) % of Fees payable in terms of the particular works order or instruction.	
3.14	Upon receiving project allocation letter and briefing on the expected deliverables, the consultant shall submit project milestones within 14 days to the client. Then upon inclusion of project in the Municipality’s Implementation Plan the project cash flow projection shall be submitted within 21 days to the client.	
3.16.1	Escalation will not apply to this contract.	
4.3.1(d)	The Service Provider will be required to assist in the obtaining of approvals, licensing and permits from the state, regional and municipal authorities having jurisdiction over the Project.	
4.6	Add-Administer construction contract according to “General Conditions of Contract for Construction Work (2015) as issued by the South African Institute of Civil Engineering as amended by Employer.	
5.4.1	The Service Provider is required to provide the following insurance (And Proof):	
13.4	Insurance against	Risk in performing professional services (Professional Indemnity cover) and Public Liability insurance.
13.5	Limit of compensation	(i) For Professional Indemnity Insurance, the amount equal to the total of the professional fee for the project as entered in the Offer and Acceptance form or the proceeds the consultant is entitled to receive under its insurance, whichever is higher. Minimum R 10 000 000.

REF.CLAUSE No	DATA PROVIDED BY THE EMPLOYER	
		(ii) Minimum R 10 000 000 per occasion for public liability insurance
	Duration of professional indemnity Insurance and duration of liability.	For a period of 3 years after issue of the final report for the whole project.
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:</p> <p>a) Changing any of the Key Personnel indicated in the Schedule Above.</p> <p>b) Proceeding to the next Project Stage.</p>	
8.1	<p>The commencement date of the Panel shall be the effective date when the Form of Acceptance has been signed by both parties to the Contract.</p> <p>The Service Provider shall commence its performance within 21 Days of receipt of the project allocation letter from the Employer. The project allocation letter will only be valid for the period of this panel subject to completion of any project under construction.</p>	
9.1	Copyright of documents and drawings prepared for the Project shall be vested with the Employer.	
9.3	Change "shall have no right" to "shall have the right".	
11	The Service Provider is deemed to have all skills necessary to provide the services detailed in the Scope of Work and Pricing Data.	
12.1.2	<p>Settlement of disputes is to be by Adjudication.</p> <p>Settlement of disputes is to be in terms of The Standard Professional Services Contract (Third Edition, 3rd edition of CIDB document 1015 of September 2009) published by the Construction Industry Development plus a signed full bid document will act as a full legal document and serve as a Service Level Agreement, where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail. In those Disciplines where the contract is not regulated by the Standard Professional Services Contract, a Service Level Agreement will need to be entered into between the Consultant and the Municipality.</p>	
13.6	Delete this clause.	
14	<p>The Service Provider will appointed at risk and will only be remunerated on a project that has been approved by funder and included in the Municipal Implementation Plan and at the time in which the project has been approved for procurement process.</p> <p>The Service Provider will only be remunerated for work undertaken or completed as per the six ECSA stages and in accordance to the written notification/s issued by the Employer.</p>	

REF.CLAUSE No	DATA PROVIDED BY THE EMPLOYER
	The rate for remuneration will be in accordance to the latest ECSA Guideline for Professional Fees (Government Gazette #52691 – May 2025) with the fee discounts as tendered for under this bid applied.

PART 2 - DATA PROVIDED BY THE SERVICE PROVIDER

Clause		
5.1	The Service provider is	
	The authorised and designated representative of the Service Provider is:	
	Name:	
	The Service Provider address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
	E-mail:	

C2.1 PRICING DATA

C2.1.1 PRICING INSTRUCTIONS

Project Cost Based Fees

Unless otherwise stated, the project cost-based fees for Service Provider's will be calculated according to ECSCA Guideline Scope of Services and Professional Fees Guideline for Professional Fees (Government Gazette #52691 – May 2025).

The fee calculation will initially be based on the Project cost estimates that are provided at the time of tendering and will be reviewed the first-time once tenders for construction have closed and the construction prices of the preferred Contractor(s) are known. A second and final revision of the basic fee calculation will be done once construction is complete and the final construction value is known.

Payment of the basic fee shall be made in stages as follows:

Stage of Services	Typical percentage points for each stage
Inception	5%
Concept and Viability	25%
Design Development	25%
Documentation and Procurement	15%
Contract Administration and Inspection	25%
Close-Out	5%

C1.2.2 PRICING SCHEDULE

General

- a) The Fee for Normal Services shall be based on ECSA Scope of Services and Professional Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, (Government Gazette #52691 – May 2025) and shall be based on a project with a value of R **120,000,000.00** Cost of Works.
- b) If no rate/fee is offered in the space provided in the Activity Tables, the bid will be disqualified and consequently be rejected, even if the rest of the table is completed.
- c) In order to avoid reckless fee discounting, which has a significant negative impact on the industry and poses a serious threat to infrastructure development in the country (Engineering Profession Act, 46 of 2000), a maximum of 30% discount will be allowed on Project Cost Based Fee. Any discount offers above 30% will be deemed reckless, and bidders with such an offer will be disqualified.
 - a. Percentage fee is based on Clause 4.2.9, Table 9 of Engineering Profession Act, 46 of 2000.
 - b. Cost of the works exceeds R105 000 000 (Column A) but does not exceed R630 000 000 (Column B)
 - c. Primary fee = R9 523 500.00 (Column C)
 - d. Secondary fee = $(R120\ 000\ 000 - R105\ 000\ 000) \times 7\%$ (Column D) =R1 050 000
 - e. Therefore, basic fee = R9 523 500.00 + R1 050 000 = R10 573 500.00
 - f. Adjustment factor for water and wastewater treatment works, from Clause 4.2.2, Table 2A is 1,25 i.e. $1,25 \times R10\ 573\ 500.00 = R13\ 216\ 875.00$
 - g. The total fee is thus R13 216 875.00



ACTIVITY 1 - NORMAL SERVICES					
Project Stage	Calculated Basic fee	% Discount offered	Offered Basic fee	% Payment of Basic Fees	Tendered Fee per Project Stage
Stage 1: Inception Stage	R 13 216 875.00			5%	R
Stage 2: Concept & Viability Stage (PDR)				25%	R
Stage 3: Design Development Stage (DD)				25%	R
Stage 4: Documentation and Procurement Stage				15%	R
Stage 5: Contract Administration and Inspection Stage				25%	R
Stage 6: Close out Stage				5%	R
Carried Forward to Summary					R

ACTIVITY 2 - ADDITIONAL SERVICES				
Activity Description	Unit	Quantity	Rate	Amount
Topographical Survey	m ²	10 000	R	R
Water Use License Application	Sum	1	R	R
Level 3: Full-time Construction Monitoring	Month	6	R	R



ACTIVITY 2 - ADDITIONAL SERVICES				
Activity Description	Unit	Quantity	Rate	Amount
Occupational Health and Safety Specification	Sum	1	R	R
Environmental Impact Assessment and EMPR	Sum	1	R	R
Environmental Construction Monitoring	Month	6	R	R
OHS Construction Monitoring	Month	6	R	R
Carried Forward to Summary				R

OFFERED FEE SUMMARY BROUGHT FORWARD FROM NORMAL SERVICES	R
OFFERED FEE SUMMARY BROUGHT FORWARD FROM ADDITIONAL SERVICES	R
SUB- TOTAL EXCLUDING VAT	R
VAT @ 15%	R



TOTAL PROFESSIONAL FEES INCL. VAT	R
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Authorised Person Initials and Surname.....

Signature.....

Date.....

C3.1 TERMS OF REFERENCE

1. BACKGROUND AND OBJECTIVES

Lesedi Local Municipality (LLM) is mandated to deal with service delivery of infrastructure projects within its area of jurisdiction in line with current legislation.

The municipality, as the custodian for service delivery gets allocated conditional grant funding from various funding streams to implement service delivery projects on behalf of Government.

LLM's capital infrastructure programme is funded through the following funding streams:

- Municipal Infrastructure Grant (MIG)
- Regional Bulk Infrastructure Grant (RBIG)
- Water Services Infrastructure Grant (WSIG)
- Any other special funding by either government or private sector

LLM's objective on this tender is to appoint a suitable and capable Professional Service Provider (PSP). Upon formal appointment to a project, it will be expected that the PSP is extensively experienced and compliant to proficiently deliver the prescribed project deliverables within the set milestones in a professional manner to the LLM.

The Service Provider shall provide suitably qualified, registered and experienced personnel to undertake assignments relating to the delivery of the project/s as set out below, as and when required, during the Period of Performance.

2. SCOPE OF WORK

The fundamental purpose of the Municipality to develop a roster is to eradicate backlogs while ensuring service delivery with integrity through its area of jurisdiction and compliance to the Gazetted conditional grants framework and condition.

There are three components required to ensure prominent service delivery. These components are described in detail under the latest ECSA guidelines and summarised as follows:

- a) Planning studies, investigations and assessments
- b) Normal Services
- c) Additional Services.

The Consulting Civil Engineer will be required to provide full delivery of services relevant to the Consulting Civil Engineering specialist discipline, core competency in the area of practise and project requirements. Specific instructions and specification in that regard will be provided as and when the work is required and allocated.

The components of work may relate to specific focus areas or a combination of the focus areas which include inter alia: -

- Waste water treatment plants
- Bulk water and wastewater pipelines
- Water and sewer reticulation pipelines
- Sanitation
- Pump Stations
- Development and implementation of groundwater supply systems
- Plant audits
- Water conservation water demand management (WCWDM)
- Water resource management
- Non-standard and standard constructed water and wastewater Infrastructure asset management
- Facilitating of various programmes i.e. (EPWP, WSDP)
- Development of strategic and sector plans

The professional service providers to be appointed will be engaged in accordance to ECSA guidelines and fee structures and not only will they fulfil their professional mandate but will be expected to provide support to the municipality and shall be required to undertake, amongst other activities: -

- Assist in Establishing Project Steering Committees to steer their overall appointment;
- Stakeholder liaison – internal and external;
- Preparation of project business plans;
- Develop scoping documents or conceptual plans with cost estimates;
- Undertake preliminary and final design work including the preparation of the associated reports and drawings for Employer approval
- Prepare tender documentation and present to Bid-Spec for approval
- If required undertake tender evaluation
- Provide coordination, management and monitoring of the implementation of the projects;
- Prepare various periodic reports or presentations as may be instructed by the municipality for presentation to various stakeholders for accountability;
- Advise the municipality in complying with legislative requirements;
- Prepare and submit Closeout Reports
- Assist with the technical input in marketing and lobbying for financial support to implement the projects identified
- Be able to perform other services internally or through sub-consulting such as:
 - Health and Safety Services
 - Environmental Management Services
 - Topographical Survey
 - Geotechnical Investigations
 - Geo-hydrological Investigations

Planning Studies, Investigations and Assessments

These typical services relate to carrying out planning, studies, investigations, assessments as well as the preparation and submission of reports embodying proposals or feasibility studies and will be remunerated on a time and cost basis.

These activities include inter alia:-

- Inspection of the project site.
- Developing and defining the scope of work where required.
- Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility.
- Assessment of existing infrastructural elements with the view of informing the project on options of how to integrate existing works with proposed new works.
- Consultation with authorities and other entities having rights or powers of sanction as well as consultation with the public and stakeholder groups.
- Advice to the client as to regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where these are required for completion of the services.
- Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works.
- Where applicable, investigating financial and economic implications relating to the proposals or feasibility studies.
- Assist the client to develop timeframes for next stages of the project where required.

Description of Services for Normal Project Delivery Stages

The Project specific services will include (all or part thereof) of the Normal and Additional Engineering Services executed aligned with the following guideline documents:

Engineering Council of South Africa (ECSA), "Guideline Professional Fees Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000", (ECSA 2025 Guidelines).

South African Council for the Project and Construction Management Professions (SACPCMP), "Amended Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 48 of 2000", (SACPCMP 2025 Guidelines).

Stage 1 - Inception: Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions, aspirations and strategies. Deliverables will typically include:

- agreed scope of services and scope of work
- signed agreement
- report on project, site and functional requirements
- schedule of required sub consultants or specialists, surveys, tests, analyses and site investigations
- schedule of consents and approvals and related timeframes project initiation programme
- approval by client to proceed to Stage 2

Stage 2 – Concept and Viability: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project. Deliverables typically include:

- concept design
- schedule of required surveys, test and other investigations and related reports
- process design
- preliminary design
- cost estimates, as required
- Indicative project documentation and construction programme
- approval by client to proceed to Stage 3

Stage 3 – Design Development (also termed detailed design): Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.

Deliverables will typically include:

- design development drawings
- outline specifications
- local and other authority submission drawings and reports
- detailed estimates of construction costs
- Indicative project documentation and construction programme
- approval by client to proceed to Stage 4

Stage 4 – Documentation and Procurement: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project. Deliverables will typically include:

- specifications
- services co-ordination
- working drawings
- budget construction cost
- tender documentation
- tender evaluation report
- priced contract documentation.
- Contractors' letter of appointment

Stage 5 – Contract Administration and Inspection: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works according to specification and within prescribed period/time.

Deliverables will typically include:

- schedules of predicted cash flow
- construction documentation
- drawing register
- estimates for proposed variations
- contract instructions
- financial control reports
- monthly valuations for payment certificates
- progressive and draft final accounts

- practical completion and defects list
- all statutory certification and certificates of compliance as required by the local and other
- statutory authorities
- certificate of practical completion

Stage 6 – Close-Out: Fulfil and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the project. Deliverables will typically include:

- valuations for payment certificates
- works and final completion lists
- operations and maintenance manuals, guarantees and warranties
- as-built drawings and documentation
- field survey and asset register
- final accounts
- completion certificates

Construction Monitoring

Level 3 of construction monitoring will be applicable on this contract, including a full-time Resident Engineer on site for the duration of the works.

The consultant will be required to have a minimum of personnel listed on Functionality Criteria of this tender document on all projects implemented and where there is more than one project a similar work team structure will be applicable. Any changes on the personnel submitted must be communicated prior and approved.

3. MUNICIPALITY REQUIREMENTS

The municipality requires professional teams that have:-

- experience in leading a multi-disciplinary teams of engineering professionals;
- proven ability of team members to manage plans associated with municipal infrastructure;
- sound knowledge of the municipality in terms of geographical orientation and population dynamics.
- an understanding and knowledge in operating within the municipal environment.

4. RESOURCE REQUIREMENTS AND PROVISIONS

In executing the outputs of the service, the successful bidder must ensure that the professional team are adequately resourced in terms of:

- full time technical employees
- office base with secretarial services
- photocopier machine
- computer and e-mail facilities
- GPS equipment
- MS Projects software
- Design software with licences meeting legal requirements
- CAD software with licences meeting legal requirements
- digital camera/s

- all equipment pertaining to site assessment and measurements including but not limited to dumpy level, 5m, 15m and 50m tape measures, measuring wheel etc
- cell phones for resources allocated to the project
- appropriate site vehicles which can engage difficult terrain.

5. REPORTING STRUCTURES

Once appointed, the Professional Services Provider will:-

- Report to the municipality's appointed representative;
- Receive instructions from the municipality's appointed representative;
- Submit all reports to the municipality's appointed representative;
- Convene the Project Steering Committee meetings on behalf of the municipality's appointed representative;
- Prepare and distribute minutes of all meetings

6. CONTRACT PERIOD

The contract period for the appointment is for three (3) years from date of engagement.

7. REMUNERATION & ESCALATION

Total professional fees (including disbursements, additional services, other specialist services, etc.) paid to the service provider will not exceed 14% of construction cost. The fees will be calculated according to ECSA Guideline for Professional Fees (Government Gazette #52691 – May 2025) and any amendments thereof, also taking into account the discount offered by service provider.

It is the duty of the service provider to obtain approval of submitted deliverables before proceeding to the next stage, therefore any work carried out without approval will not be paid for by the Lesedi Local Municipality..

No work may be carried outside scope or budget of an approved business plan. Any work carried outside scope or budget of an approved business plan without an approved variation order will be regarded as work done at consultant's cost and Lesedi Local Municipality will not take responsibility to remunerate consultant for that work.

Escalation will not be applicable on this contract.

8. CLOSEOUT STAGE

Applicable upon completion of contract or project. It would be expected that all documents, records, electronic data including data in electronic format such as Word, Excel, PowerPoint, CAD and GIS would be handed over to the relevant municipal officials.

9. COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.

All works to be undertaken under this contract shall be compliant in accordance and/or governed by the following Legislation and Regulations:

- The Occupational Health and Safety (OHS) Act (Act No. 85 of 1993)
- The Compensation for Occupational Injuries and Diseases (COID) Act (No. 130 of 1993)
- The Labour Relations Act (Act No. 66 of 1995)
- The Basic Conditions of Employment (BCE) Act (Act No. 3 of 1983)
- The Income Tax Act (Act No. 58 of 1962)
- The Value Added Tax (VAT) Act (Act No. 89 of 1991) Section 17 permissible deductions of input tax.
- The Municipal Finance Management (MFMA) Act (Act No. 56 of 2003)
- The Preferential Procurement Regulations, 2022
- The Engineering Council of South Africa (ECSA) Act (Act No. 46 of 2000)
- Consulting Engineers South Africa (CESA)
- The Division of Revenue Act (DoRA)
- ☐ Latest ECSA Fees guidelines
- ☐ The Standard for Uniformity in Engineering and Construction Works Contract
- ☐ Public Finance Management Act, 2022
- ☐ Municipal Supply Chain Management Regulations
- ☐ Any other Legislation or Regulation pertaining to this contract.

BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid documents.

Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO – it might lead to the disqualification of your bid.

ITEM	DESCRIPTION	YES	NO
1.	Provided copy of your company registration document.		
2.	Provided certified copy of your company VAT registration Certificate		
3.	Tax clearance certificate/copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity		
4	Certified copies of all directors ID.		
5.	Copy of latest municipal account (Rates, Taxes and Services Account) which is not more than 3 months old at the time of closing. The bidding entity as well as all its directors must submit a Municipal account which is not more than three (3) months in arrears Or valid lease agreement which is on the name of the entity. If the director is leasing, they must also provide a valid lease agreement on their names. 4.1 Properties where businesses are leased at must submit municipal accounts not owing 90 days or more. 4.2 If the business operates from a different address as per CIPC document, an affidavit must be provided.		
6.	Tenderers must submit the relevant copy of Workmen's Compensation Registration Certificate, COIDA Certificate (Consulting)		
7.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD forms duly completed and signed.		
8.	All pages requiring information have been completed in full and in black ink.		

9.	No pages removed from the tender document		
10.	Completed and Signed Schedule of Quantities. In the event that an item is not going to be charged on the schedule of quantities the number "0" must be inserted and not a dash (-).		
11.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contracts, has been attached and signed.		
12.	JV agreement has been attached and signed (if applicable)		
13	Bidder must attach the Central Supplier Database (CSD) registration full report.		
14.	Audited annual financial statements for the past three years or since the date of establishment if established during the past three years for bids above R10 million.		
15.	In case of any amendments made, was it signed in full by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		
16.	Proof of Registration with CESA, copy of registration certificate must be submitted.		
17.	Tenders must submit a letter confirming that the company has a Budget to implement this project and there will not be delays in implementation this project due to financial constraints.		
18.	Professional indemnity insurance of R 12 000 000.00 or more.		
19.	<p>Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence.</p> <ul style="list-style-type: none"> ▪ Personal Tax Numbers included ▪ State Employee Number / Persal Number ▪ Identity number ▪ Name 		
20.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed. Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

PLEASE NOTE:

- **No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.**
- **In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, like tax clearance certificates, municipal accounts, etc.**
- **No communication with Lesedi Municipal officials is allowed after the closing date of the tender. The only authorized form of communication will be through the Supply Chain Management Office.**
- **No bids will be accepted if not submitted on the correct closing date and time. No late bids will be considered, even if only late by a minute.**