

LEPELLE NORTHERN WATER



TENDER NO: LNW 10/24/25

**PROJECT NAME: PROFESSIONAL SERVICE PROVIDER FOR GIYANI
WATER SERVICES PROJECT (RM08)**

CLOSING DATE: 03 DECEMBER 2024 @ 11:00 AM

**ISSUED BY:
LEPELLE NORTHERN WATER**

Physical address: 01 Landros Mare Street
Polokwane
0700

Tel: 015 295 1800

NAME OF TENDERER: _____

MAAA NUMBER: _____

EMAIL ADDRESS: _____

CHECKLIST

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

Position in Document	Description	Complete (Yes / No)	Initial
	Non-compulsory Attendance certificate - Completed and Signed	N/A	
Annexures A & C Table T1-4	Relevant work experience carried out - Completed and Signed		
Annexure B & Table T1-3	Tenderer Key Personnel CV and Professional Registrations		
SBD 1	Invitation to Tender - Completed and Signed		
SBD 2	Tax Clearance Certificate - Completed and Signed		
SBD 3.3	Pricing Schedule – Firm Prices		
Part 3	Pricing Schedule - Completed and Signed		
SBD 4	Declaration of interest - Completed and Signed		
SBD 5	The National Industrial Participation Programme	N/A	
SBD 6.1	Preference Points - Completed and Signed		
Part 4	Form of Offer and Acceptance - Completed and Signed		
Part 4	Contract Data - Completed and Signed		
	Company registration certificated/ Copy of a sole trader (Copies must be certified)		
	Registered with the CSD		
	Tax Clearance Certificate/s (Original and Valid)		
	Copies of Identity Documents of Partners and/or Directors (NOT COPIES OF CERTIFIED ID)		
	Letter of Good Standing (COIDA)		
	Signed Joint Venture Agreement if applicable		
	Municipal current rates account not more than three months		
	Professional Indemnity		
	▪ Bid documents should be limited to only 2x files (tender document and returnable) documents. ▪ Tender document printed as per the page colours required.		

Signed:

Date:

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PART 1

TENDERING PROCEDURES

Tender No: LNW 10/24/25

**PROFESSIONAL SERVICE PROVIDER FOR GIYANI WATER
SERVICES PROJECT (RM08)**

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bidders are hereby invited from qualified and registered Professional Service Providers with extensive experience in the water industry to submit tenders in respect of PROFESSIONAL SERVICE PROVIDER FOR GIYANI WATER SERVICES PROJECT (RM08).

Bid documents will be available on National Treasury E-tender portal / <https://www.etenders.gov.za> from **Tuesday, 12 November 2024**.

A Non compulsory briefing session will be not be applicable.

BID: LNW 10/24/25

PROFESSIONAL SERVICE PROVIDER FOR GIYANI WATER SERVICES PROJECT (RM08).

Bids are to be completed in accordance with the conditions and rules contained in the bid documents. All documents must be sealed and labeled with the Bid number and description, and placed in the tender box, at the offices of **Lepelle Northern Water in Polokwane situated in No. 1 Landros Mare Street**, not later than **11h00 on Tuesday 3 December 2024**.

Bids will be opened on the closing date at **11h00 on Tuesday 3 December 2024** in public. All bids shall hold good for **150 days** as from the closing date.

Bid documents which are not received and/or deposited in the LNW tender box located **Lepelle Northern Water in Polokwane situated in No. 1 Landros Mare Street 0700** before **11h00** on the closing date will be marked as late bids and shall in terms of the **Procurement Policy of Lepelle Northern Water**, not be considered.

Procurement related enquiries should be directed to **Ms. Molatela Letsoalo** by email: molatela@lepelle.co.za at **015 295 1800** and **Technical related** enquiries should be directed to **Mr Mabu Rakobela** by email: mabur@lepelle.co.za at **015 295 1800 from 08h00 to 16h00**. Responses shall be issued via email and further communicated via the National Treasury E-tender portal where necessary.

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

Quires submitted after the 21 November 2024 will not be entertained. Clarifications of queries shall be published on the e-tender / <https://www.etenders.gov.za> portal on 22 November 2024.

N.B: The lowest or any bid will not necessarily be accepted and Lepelle Northern Water reserves the right not to consider any bid suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Any bidder not contacted within 90-150 days after the closing date must consider their proposal unsuccessful.

T1.2 EVALUATION CRITERIA

Preferential Points System will be used to evaluate this bid in line with the Preferential Procurement Policy Framework 2022. Bidders will be evaluated and pre-qualified on mandatory requirements first, and only those qualifying will be evaluated for functionality followed administrative compliance. Bidders will further be evaluated on price and specific goals as the final stage.

This bid will be evaluated and adjudicated according to the following criteria: **Method 4**

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

A. PRE- QUALIFICATION (MANDATORY REQUIRMENTS)

NB: Mandatory requirements – Only bidders who have adhered or submitted the following documents will be considered for further evaluation, namely:

- a) Full completion of the Pricing schedule
- b) Proof of registration with the Central Supplier Database (CSD)
- c) Professional Indemnity (PI) of at least **R20 000 000.00** or above (Submit proof of cover, not letter of intent). PI to comply with the legislative framework (e.g. FAIS – Financial Advisory and Intermediary Services Act of 2022)
- d) 51% company ownership/directorship must be with an ECSA registered professional in good standing and active. Verification shall be based on CSD report, or the company registration documents against ECSA.
- e) Listed a minimum of two (2) relevant bulk water infrastructure projects with a value of **R 350 million or more**. The bidder is to complete the company experience table on (Table T1-4) & Annexure C and complete the LNW project reference form provided. Appointment letters for the listed projects must be provided.
- f) The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid if applicable.
- g) Failure to use the provided CV template will also result in disqualification.

B. FUNCTIONALITY

Under functionality, Bidders must achieve a minimum of 45 points (75%) of functionality in order to be considered for further evaluation.

FUNCTIONALITY EVALUATION CRITERIA

- Bidder personnel that do not meet the required years of post ECSA registration will score 0 (zero) under the relevant professional engineer functionality scoring section.

EVALUATION PROCESS. All bids duly lodged will be evaluated on functionality as pre-qualifying criteria. The evaluation criteria and weighting for measuring functionality are indicated. Criterion	Weighting (Points)
COMPANY EXPERIENCE Implementation of traceable projects in South Africa, for BULK WATER INFRASTRUCTURE with a value of R350 million or more in feasibility/ master planning/ technical analysis/ design/ construction monitoring / project management. ✓ Tenderers to provide appointment letters, and signed reference letters on a template provided. ✓ Reference form to be completed in full with Clients/Employers details. ✓ Complete Project Experience form in Table (T1-4). ✓ Completed reference forms shall be verified with the employer/client. ▪ <i>Zero (0) to One relevant project = 0 points,</i> ▪ <i>Two (2) relevant projects = 15 points,</i> ▪ <i>Three (3) relevant projects = 20 points.</i> ▪ <i>Four (4) or more relevant projects = 30 points</i>	
KEY PERSONNEL C.V of a qualified Professional Engineer – Civil Engineering (Pr. Eng or Pr. Tech Eng.) – 10 years post registration with experience in Bulk Water Infrastructure related projects in the role of Engineer. Qualifications, Professional Registration certificate & ID copies must be attached. Professional Engineer (Civil): ▪ <i>Criteria above not fully met (qualifications and ECSA) = 0 points,</i> ▪ <i>One (1) to two (2) relevant projects = 5 points,</i> ▪ <i>Three (3) to Four (4) relevant projects = 10 points.</i> ▪ <i>Five (5) or more relevant projects = 20 points</i>	

QUALITY MANAGEMENT Iso 9001 Certification or Professional Service Provider Quality Management ▪ <i>ISO 9001 – Quality Management certificate = 10 points</i> ▪ <i>Provision of quality management plan on professional engineering services = 5 points</i> NB: The document must cover quality management plan on all stages as described in ECSA guideline 2015 ▪ <i>Bidders not providing any quality management plan = 0 points</i>	
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Table T1-2. Functionality Table

- i. The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid (Point will be allocated as per pro-rata (proportional) JV percentage split). This is only applicable on company experience under functionality evaluation.
- ii. Failure to score the 45 points will lead to disqualification from further evaluation.
- iii. Note that, the LNW shall verify any information provided by the bidder, falsified and fraudulent reference or experience will lead to disqualification and restricting with the National Treasury in terms of SCM process in conjunction with legal/law enforcement process.
- iv. Bidders recommended for appointment shall be subjected to State Security Assessment.
- v. Bulk Water or (wastewater) Projects includes the following :
 - Potable water treatment works and its associated structures.
 - Wastewater treatment work and its associated structures.
 - Water transfer infrastructure such as pumping stations, pipelines, canals, channels and reservoirs.
 - Water retaining structures such as dams, reservoirs, lagoons and other structures that retain water.
 - Boreholes, estate, property, stormwater and housing development projects **SHALL NOT** be considered as bulk water projects
- vi. **Attach academic qualifications with a CV** clearly indicating the role occupied by the individual on the key personnel criteria above, which includes;
 - Certified ID Copies of the key personnel
 - Certified copies of qualifications of key personnel.
 - All international qualifications must be accompanied by South African Qualifications Authority (SAQA) Accreditation, failure to provide SAQA accreditation for international qualifications will result in zero points being scored
 - LNW summarized CV template (refer to annexure Tender Document for the standard LNW CV Summary template) to be completed.
 - No points will be allocated if any of the above is not adhered to

C. ADMINISTRATIVE COMPLIANCE

These documents shall be required from the bidders. Failure to submit within 48 hours of confirmed acknowledgment of receipt shall lead to disqualification. LNW shall

consider the next preferred bidder who qualifies.

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

NOTES 1 :

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

D. CONTRACT CONDITIONS

The successful service provider shall enter into the professional services contract with Lepelle Northern Water (LNW) which is the STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014). A copy of this document may be obtained from the CIDB's website www.cidb.org.za

The following contracts data are applicable to this contract:

CLAUSE.	DATA
3.4 and 4.3.2	The Employer is Lepelle Northern Water
3.4 and 4.3.2	The authorized and designated representative of the Employer is: The Project Manager as assigned by the Chief Executive of LNW
3.4 and 4.3.2	The address for receipt of communications is: 01 Landros Mare Street Polokwane 0700
1	The project: PROFESSIONAL SERVICE PROVIDER FOR GIYANI WATER SERVICES PROJECT (RM08)
1	The Start Date is the date when the Service Provider receives his formal copy of the signed Contract from the Employer. The project is anticipated to complete within nine (9) months.
3.5	The location for the performance of the Project is the construction sites of Giyani Water Services Project (RM08).
3.12.1	Add to clause; The Service Provider shall note that his service provision forms an integral part of the total service delivery scope of the Employer, and that any delay, non-provision or negligent provision thereof may seriously affect the provision of the other related-services and contracts. Additionally, this Contract also constitutes either a near-long-term or long-term contract in terms of the Supply Chain Management Regulations. Both these factors require that the Employer establish important performance criteria to ultimately ensure full-service delivery to his customers. Therefore failure, on the part of the Service Provider, to deliver any part or the total service correctly and timeously shall result in the application of a performance penalty, per offence. The penalty shall be R 100,000.00 or equal to actual losses incurred on other related services/contracts plus 10% whichever is greater per day for non -performance subject to a maximum amount of R200,000.00 per offence, after which the Employer reserves the right to terminate either the Works Order(s) or Contract agreement with the Service Provider. The employer may also claim from the professional indemnity any losses incurred; either due to poor planning or designs and lack of due diligence.

CLAUSE.	DATA
3.15.1	The programme shall be submitted within 2 days of appointment and handover. 1. A programme shall be provided and maintained by the Service Provider throughout the contract duration. 2. In compiling the Works Programme the Service Provider shall note that: a. the working days and hours for staff are Monday to Friday between 08h00 and 17h00. b. Non-working Time: All South African public holidays, weekends and the local traditional annual builder's break shall be incorporated in the programme. c. Familiarize himself with the Employer's Standard Operational Procedures such as shutdown scheduling while formulating the programme.
3.16.1	The indices are those contained in Table A of P0141 CPI for the Limpopo Province CPI for all services published by Statistics South Africa.
4.3.1 (d)	The Service Provider shall assist in the obtaining of all approvals, licenses from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise instructed by the Employer to act on the Employer's behalf in line with Clause 4.6.
5.4.1 and 13.1.3	The Service Provider is required to provide and maintain a minimum Professional Indemnity Insurance as stated in Contract Document.
5.5(c)	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: a) Removing Key Persons, whose participation has been approved at tender stage or thereafter, from the Project or its issued Works Order(s). b) Changes and/or alterations made to 'issued for construction documentation' (drawings or schedules or instructions by the designer) where only construction supervision and/or monitoring services is provided by the Service Provider, i.e. design is executed by the Employer or another party contracted by the Employer. c) Changes and/or alterations made to 'issued for construction documentation' that has significant financial implications.
5.4.3	Add New Clause A Performance Fee deduction shall be 5% of the payment claims.
8.2.1	The Contract is concluded when the Period of Performance has elapsed. a) The Service Provider shall not be issued new Works Orders, nor shall he accept and commence with any new Works Orders, the day after the conclusion of Period of Performance. Should the Service Provider accept and commence with a new Works Orders in this instance he shall not be entitled to any remuneration for services rendered as per the applicable Work Orders

CLAUSE.	DATA
	nor shall the Employer be entitled to the usage or copyright of such rendered services. b) Sub-projects that have been issued for implementation by the Employer before the Contract conclusion date, but not completed before the Contract conclusion date shall be completed by the Service Provider, based on the agreed programme and subject to written approval by the employer. c) The Contract is concluded on the Date of the completion of the defects liability period, which is one calendar month after issue of the certificate of final completion.
8.4.3(c)	The period of suspension under clause 8.5.1 is not to exceed 12 months.
9. 1	Copyright of the documents prepared for the Project is vested with the Employer.
12.1	Interim settlement of disputes is to be by amicable settlement, then adjudication if amicable settlement fails.
12.2 and 12.3	Final settlement is by Arbitration then the court of Law in South Africa.
12.3.3	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by mutual agreement of both contracting parties.
13.1.4	Add New Clause The Service Provider acknowledges that the approvals of drawings and reports by the Employer does not change the Service Provider's responsibility to provide the Services, nor does it indemnify the Service Provider from any negligence and/or omissions.
15	The interest rate is the prime interest rate of the Employer's bank at the time the amount is due.
4. 7	Add to Clause: Payment shall be made upon: a) The Service Provider submitting a Payment Certificate with a schedule of work completed, to the Employer before or on the date that will be communicated to you by the Employer. b) The payment Certificate being accompanied with an Original Tax Invoice compliant with SARS and the Employer's requirements. c) Submission of a statement outlining all outstanding payments. Payment will be made 30 days from date of statement on the date that will be communicated to you by the Employer. Payment for the Contract shall be by way of electronic bank transfer; thus, the Service Provider shall ensure the Employer at all times has the most updated banking information of the Service Provider. The Employer requires that the Service Provider invoices separately per individual active Contract Works Order.

CLAUSE.	DATA
13.1.4	Add New Clause The Service Provider acknowledges that the approvals of drawings and reports by the Employer does not change the Service Provider's responsibility to provide the Services, nor does it indemnify the Service Provider from any negligence and/or omissions or liability.

Table T1-1. Contract Data

- i. The Client reserves the right to reduce or increase scope of work on the scope.
- ii. The approved bidder shall under no circumstances interrupt the operations of the plant as a result of his/her activities in, or around the Scheme unless in agreement with the Project Manager.
- iii. The professional Indemnity shall remain active for the duration of the contract until the close out of the project. No cancellation or expiry shall be permitted without prior notice to LNW.
- iv. Full adherence to the Occupational and Health and Safety Act, Act 85 of 1993 and other applicable Acts will be applicable during the course of the contract.
- v. LNW shall allow (Professional Service Provider) PSP's to make use of outsourced specialist consultants (Welding and Corrosion Inspectors, Metallurgical studies, Geotechnical Engineering; OHS, Social facilitation, Environmental, Quantity surveying, Geo- Hydrology, etc.) provided that such personnel is qualified and registered at the relevant institutions, preference shall be given to companies registered within the LNW database, procured under the PSP and reimbursed in terms of ECSA Clause 4.6. LNW reserves the right to approve such specialist outsourced consultants after submission of at least (3) three quotations.
- vi. Time based fees are only going to be used during stages 4 and 5 subject to approval by LNW. Any extension required shall be subject to approval and LNW reserves the right to end/suspend the services with the PSP during this stage.
- vii. Furthermore, the hourly rates shall be utilized on items which are above the scope of works indicated upon instruction by LNW. Hourly rates cost shall not include due diligence on any item design related to the scope of works already specified and project management related matters within the contract. The exclusion from utilizing hourly rates refers to items such as stress and hydraulic analysis, updating or developing drawings, numerous contract related matters within the project; these are deemed to be included in the percentage rates fees. Exceptions to use hourly rates are only for special cases for adjudication and arbitration and social-economic matters on site resulting in stoppages, the same shall be remunerated on hourly rates subject to approval by LNW first before implementation in writing.
- viii. Recoverable Cost shall be paid as follows:
 - a) Fees for Additional Services shall be paid accordance to **ECSA guidelines of 2015, Government Gazette RSA Vol. 606 Pretoria, 4 December 2015 No. 39480 or latest as approved by the LNW.**

- b) Any additional costs implemented without a prior written approval shall be at the engineer's own cost.
- c) No specialist services, sub-specialist or investigation shall be procured without a prior approval by LNW. A minimum of 3 quotations shall be required with legislative requirements for SCM.
- d) Accommodation and subsistence will be in terms of the National Treasury cost-containment regulations for daily accommodation outside the project location (Limpopo Province) – proof to be provided. Monthly accommodation for Resident Engineer shall be limited to R 3000,00 per month to LNW account, the difference shall be at the engineer's account.
- e) The Latest (**RATES FOR REIMBURSABLE EXPENSES**) Public Works rates Travel Rate (Claims to be from Lepelle Northern Water head office No 1. Landdros Mare Street POLOKWANE 0699) vehicle according to Public Works rates. Tendered time rates shall apply on travel time, CPI for Limpopo shall only apply after 24 months from tendering.
- f) Disbursement claims with three (3) quotations to be submitted for approval to the client before implementation.

E. TECHNICAL EVALUATION REQUIREMENTS

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

CV Template

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

Proof of Qualifications

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

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

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

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

F. OTHER REQUIREMENTS

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

1) Technical Evaluation Requirements

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

2) CV TEMPLATE

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

3) PROOF OF QUALIFICATIONS

- (i) Bidders must provide supporting documentation as proof of educational qualifications as well as all required certificates. Please note that a successful bidder will be requested to provide certified copies of certificates prior to the award being made.
- (ii) Please note: Certificate of membership shall not be deemed as proof of educational qualification (Education qualifications refers to certifications issued by institutions of high learning e.g., Certificate, diploma, degree, etc.)
- (iii) Non-submission of qualifications will lead to a score of zero for the qualifications' technical criterion (Table T1-4 of the evaluation criteria).
- (iv) All international qualifications must be accompanied by South African Qualifications Authority (SAQA) Accreditation.
- (v) Non-submission of SAQA confirmation will lead to a score of zero for the qualifications' technical criterion (section A of the evaluation criteria).

- (vi) Non-compliance with the proof of qualifications requirements above may result in lower or zero scores if the information needed for the technical evaluation cannot be inferred from the information that is submitted.

4) **REFERENCE LETTERS/FORMS**

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

G. LIST OF KEY PERSONNEL ASSIGNED TO THE TENDER

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

PROPOSED PROJECT TEAM ORANOGRAM:

REQUIRED KEY PERSONNEL	NAME, RELEVANT PROFESSIONAL REGISTRATION
1. PROFESSIONAL ENGINEER (LEAD) - CIVIL <i>Minimum professional registrations required:</i> Professionally registered as Pr. Eng, or Pr. Tech Eng,– with a minimum of 10 years' experience post ECSA registration.	Name:
	Professional Registration and Registration No:
2. DESIGN ENGINEER - CIVIL <i>Minimum professional registrations required:</i> Professionally registered as Pr. Eng, or Pr. Tech Eng,– with a minimum of 5 years' experience post ECSA registration.	Name:
	Professional Registration and Registration No:
3. RESIDENT ENGINEER <i>Minimum professional registrations required:</i> Professionally registered as Pr. Technician or higher – with a minimum of 3 years' experience post ECSA registration.	Name:
	Professional Registration and Registration No:
4. ASSISTANT RESIDENT ENGINEER <i>Minimum Qualifications:</i> Diploma in Civil Engineering or higher. Professional Registration not mandatory for Assistant Resident Engineer.	Name:
	Professional Registration and Registration No:

Table T1-3: Organogram of Professionally Registered & Qualifications of Key Staff

Notes: *The bidder needs to have personnel as listed above. Certified academic qualifications certificates and CV on template provided in **Annexure B** showing only relevant experience only for each personnel required must be provided. Bidders should only submit the minimum required personnel as per the table above. It is not necessary to show the full staff complement of the bidder.*

H. PROOF OF COMPANY EXPERIENCE TABLE:

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

	Project Value:
	Name of Client:
	Name of Project: Project Value:

Table T1-4: Company Experience in the implementation of Water Infrastructure projects by the bidder. Only a maximum of four (4) relevant worth **R 350 million and above** – bulk water infrastructure projects may be indicated in the table above, complete with the relevant project appointment letters and reference letters indicating the names of the client, name of project and **project value** in order to be prequalified and to score the points under the section above. Only a maximum of four (4) relevant projects may be presented. **Bidders who fail to complete the tables above will be disqualified.**

Lepelle Northern Water's Tip-off HotLine

Speak out against fraud and corruption
Anonymous fraud hotline Details
Free Call: 0800 20 48 57
Free Fax: 0800 00 77 88
Free Post: **KZN 138 Umhlanga Rock, 4320**
Email: lepelle@tip-offs.com
Website: www.tip-offs.com

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF LEPELLE NORTHERN WATER					
BID NUMBER	LNW 10/24/25	CLOSING DATE	3 DECEMBER 2024	CLOSING TIME	11:00am
DESCRIPTION	PROFESSIONAL SERVICES PROVIDER FOR GIYANI WATER SERVICE PROJECT (RM08)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
01 LANDROS MARE STREET					
POLOKWANE					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO		
CONTACT PERSON	Ms. Molatela Letsoalo		CONTACT PERSON	Mr Mabu Rakobela	
TELEPHONE NUMBER	015 295 1800		TELEPHONE NUMBER	015 295 1800	
FACSIMILE NUMBER	086 260 1328		FACSIMILE NUMBER	086 260 1328	
E-MAIL ADDRESS	molatelal@lepelle.co.za		E-MAIL ADDRESS	mabur@lepelle.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN	OR	CENTRAL SUPPLIER DATABASE No	MAAA	
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		BBBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

INVITATION TO BID

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

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

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

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

SBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Jeyrel:\Mdk416-SBD2 tax clearance



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

 Select the applicable option Tenders ☐ Good standing ☐

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

Particulars of applicant

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

Particulars of representative (Public Officer/Trustee/Partner)

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

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

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

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

Signature of representative/agent

Date

Name of representative/agent

Declaration

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

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

Notes:

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

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

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million.
or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as

investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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



4 PROCESS TO SATISFY THE NIP OBLIGATION

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

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

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

Date.....

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	

Total points for Price and SPECIFIC GOALS	100
--	------------

- 1.5** Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6** The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Disability (Minimum of 1 shareholder ownership in the company)	2,5	5		
Black women (100% Black women ownership in the company)	2,5	5		
Black ownership (100% black ownership in the company)	2,5	5		
Black Youth (Minimum of 1 shareholder Black youth ownership in the company)	2,5	5		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.



.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....



T1.3 DECLARATION OF INFORMATION :

1) COMMISSIONER OF OATHS

Signed and sworn to before me at _____ (Place)

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

Commissioner of Oaths _____

Stamp

Name: _____

Signature _____

Multi-Company Declaration Forms

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

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

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

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

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

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

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

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

2) COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

3) PROPOSED JOINT VENTURE AGREEMENT

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

Name and Addresses of Joint Venture:

.....

.....

.....

Consisting of the following businesses (Joining Entities)

Name Joining Entity	TAX No	Proportional Payment that will be Received Under this Contract
		%
		%
		%
		%
		%

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

.....

who is an employee of (name of joining entity) ;

and in accordance with any further agreements as attached to this document, titled

.....

and dated (if applicable).



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

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

Joining Entity and Position	Full Name (Position)	Signature	Date

WITNESSES:

1.

2.

4) CERTIFICATE OF AUTHORITY OF SIGNATURE

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

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

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

(i) Certificate for Company

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

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

Chairman:

As Witnesses: 1.....

2.....

Date:

(ii) Certificate for Close Corporation

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

..... hereby authorize Mr/Ms

....., acting in the capacity of

....., to sign all documents in

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

NAME	ADDRESS	SIGNATURE	DATE

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

(iii) Certificate for Partnership

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

authorize Mr/Ms ,

acting in the capacity of , to sign all

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

from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(iv) Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

Mr/Ms authorised signatory of the

company..... ,

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

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

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

(v) Certificate for Sole Proprietor

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

.....

Signature of sole owner:

Date:

As Witnesses:

1.....

Date

1.

Date:

.

5) SIZE OF ENTERPRISE

What was your turnover in the previous financial year? R_____

What is the estimated turnover for your current financial year? R_____

Physical facilities:_____

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

	Description	Address	Area (m ²)
1.			
2.			
3.			
4.			
5.			

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

6) CURRENT WORKLOAD

List your current contracts and obligations:

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

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

YES	
NO	

Signed _____ Date

Name _____ Position

Tenderer

PART 2

TERMS OF REFERENCE

Tender No: LNW 10/24/25

**PROFESSIONAL SERVICE PROVIDER FOR GIYANI WATER
SERVICES PROJECT (RM08)**

PROJECT SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS

PROJECT NAME: PROFESSIONAL SERVICES PROVIDER FOR GIYANI WATER SERVICES PROJECT (RM08)

1. PURPOSE

The purpose of this BID is procuring a service provider to render services in engineering professional service providers (PSP) for Giyani Water Services project (RM08).

2. BACKGROUND

The Giyani Water Services project includes 328 km of bulk potable water pipeline covering 55 villages within Giyani. The pipelines are split into various pipelines with branches that will connect to various villages either to an existing reservoir or to new connection points for future reservoirs.

The works include pipelaying, ancillary works which include air valve, scour valve and isolation valve chambers, pressure testing, commissioning, compilation of data pack and handing over of the works to the end user, Mopani District Municipality. The project average completion at the end of October 2024 is at 77,22% (see table T- 2).

The Scope of works consist of the following:

- OPVC-500 pipes ranging from 110mm to 630mm diameter.
- GRP pipelines (not exceeding 10km).
- Air valves constructed of precast concrete rings
- The scour chambers constructed of 35MPa reinforced concrete and precast concrete rings
- Isolation valve chambers constructed of 35MPa reinforced concrete
- Reservoir connection chambers constructed of reinforced concrete and precast rings
- Mechanical works in all valve chambers and reservoir connections
- Pressure testing of the pipelines
- Commissioning and handover to Mopani District Municipality

Scope Description	Pipeline Sections									Total
	A	B	C1	C2	D	D1	D2	F1	F2	
Pipe Length (km)	37.9	81.8	6,7	10,2	108	5.9	7	45	21.8	328
Air valve chambers (No.)	75	144	11	20	200	26		93	39	608
Scour valve chambers (No.)	61	94	12	8	111	16		56	24	382
Isolation Valve Chambers (No.)	46	88	9	9	118	14		52	21	357
Road Crossings: Pipe Jacking – (No.)	6	18	2	8	13	6		7	5	65
River/Stream crossings	10	33	0	3	27	0		12	6	91
Village Connection	7	20	1	3	24	1		9	4	69
Makosha pipeline	A total of 3500m pipeline including air, isolation and scour chambers.									
Additional pipelines to village reservoirs	A total of 20km OPVC-500 pipelines to all pipelines including flow meter chambers.									

Table 1: Scope of Works Summary**3. SPECIFICATION**

Lepelle Northern Water is responsible for bulk water plant operations, maintenance, condition monitoring, master planning, rehabilitation, and expansion of infrastructure projects as the implementing agent on behalf of the Department of Water and Infrastructure. It distributes bulk water in terms of the National Water Act (NO. 36 of 1998) to authorized users within the Limpopo province. LNW's responsibility, therefore, is to design, develop, construct, and

maintain infrastructure assets comprising of dams, pipelines, canals, pump stations, Wastewater Treatment Plants (WWTP's), Water Treatment Plants (WTP's), Buildings and associated infrastructure.

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

3.1 SCOPE OF WORKS

3.1.1 General Scope of Work

The general scope of works will include:

- a) Provision of engineering professional services in the implementation of the Giyani Water Services project.
- b) Adaptive planning or review and development of inadequate or incomplete feasibility and/or designs on the project where necessary.
- c) To review the existing designs of the project and confirm that the proposed solutions are adequate and applicable; **this shall be on a need basis as and when required.**

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

- Structure and organisation.
- Experience in the type of work to be undertaken.
- Work experience in South Africa and under similar conditions abroad.
- Available resources in terms of design and project management capability, planning and scheduling, multifaceted technical and contractual integration management, supervision of work, technical and managerial staff compliments and such like.
- Extent of specialist skills.
- Financial stability and resources necessary to execute the project.
- Overall approach to the Contract, including integration of all requirements in a comprehensive management style that gives consideration to all elements of the contract, the local environment and socio-economic landscape.
- Project management methods, including integration, planning, programming, performance monitoring and time/delay management, financial and other project controls.
- Risk, quality, environmental management and occupational health and safety aspects.

3.2 KEY PERSONNEL

Each person listed below must be confirmed as available for the duration of the project and a **signed declaration** (refer to Tender Document for the standard employment contract) by proposed qualifying proposed professional required. All proposed personnel must meet the stipulated minimum requirements, and the approval of such personnel lies with the Employer. Should the proposed candidate be not available during construction, a similar replacement or better must be made available immediately and the Employer shall be duly notified of the changes in advance.

- a) **Professional Engineer (Lead) – Civil Engineering** professionally registered as Pr. Eng (Professional Engineer), or Pr. Tech Eng (Professional Engineering Technologist), – with a minimum of **10 years' experience post ECSA registration**, with a clear role as a project engineer on previous relevant projects - **Bulk Water Infrastructure** on the cv template provided, and a clear indication of the role to be occupied by this person in this project.
- b) **Design Engineer – Civil Engineering** professionally registered as Pr. Eng, or Pr. Tech Eng, – with a minimum of **5 years' experience post ECSA registration**, with a clear role as a Designer on previous relevant projects - **Bulk Water Infrastructure** on the cv template provided, and a clear indication of the role to be occupied by this person in this project.
- c) **Resident Engineer – Civil Engineering** professionally registered as Pr. Techni or higher, – with a minimum of **3 years' experience post ECSA registration**, with a clear role as a resident engineer on previous relevant projects - **Bulk Water Infrastructure** on the cv template provided, and a clear indication of the role to be occupied by this person in this project.
- d) **Assistant Resident Engineer – Civil Engineering** Diploma – with a minimum of **5 years' experience post ECSA registration**, with a clear role as a resident engineer or assistant resident engineer on previous relevant projects - **Bulk Water Infrastructure or Industrial Projects** on the cv template provided, and a clear indication of the role to be occupied by this person in this project.

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

Bidders are advised that considerable attention will be applied during the evaluation process with regards to the quality of the key personnel proposed on the project. Therefore, during project implementation, it is imperative that only equal or better resources are used in the event of replacement which must be sought in writing from LNW, no personnel shall be permitted to work without such written permission to do so from LNW.

3.3 SCOPE OF WORKS FOR PROFESSIONAL SERVICE PROVIDER

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

Table 2: Scope of work (ECSA Stages)

STAGE 1. Inception Services	
Typical Activities	Typical Deliverables
1 Assist in developing a clear project brief. 2 Attend project initiation meetings. 3 Advise on procurement policy for the project. 4 Advise on the rights, constraints, consents and approval 5 Define the scope of services and scope of work required. 6 Conclude the terms of the agreement with the client. 7 Advise on the necessary surveys, analyses, tests and 8 site or other investigations where such information will be 9 required for Stage 2 including the availability and location 10 of infrastructure and services. 11 Determine the extent of information, data, drawings and 12 plans relating to the project available at commencement. 13 Provide necessary information within the agreed scope of the project to other PSPs and professionals involved.	• Project brief • Agreed scope of work • Agreed services • Project procurement policy • Signed agreements • Integrated schedule of consents and approvals • Project initiation programme • Record of all meetings
STAGE 2. Concept and Viability Services	
Typical Activities	Typical Deliverables
1 Assist the client in the procurement of the other PSP. 2 Advise the client on the requirements to appoint a health and safety PSP. 3 Communicate the project brief to the other PSPs and monitor the development of the concept and viability. 4 Agree the format and procedures for cost control and reporting by the other PSPs 5 Prepare a documentation and indicative construction programme. 6 Co-ordinate the concept and viability documentation for presentation to the client for approval. 7 Facilitate the approval of the concept and viability by the client. 8 Facilitate the approval of the concept and viability by statutory authorities.	• Signed PSP/client agreements • Indicative project documentation and construction programme • Approval by client to proceed to Stage 3
STAGE 3. Design Development Services	
Typical Activities	Typical Deliverables
1 Agree and implement communication processes and procedures for the design development of the project. 2 Assist the client in the procurement of the necessary other PSPs including the clear definition of their roles and responsibilities. 3 Prepare, co-ordinate, agree and monitor a detailed design and documentation programme.	• Additional signed client/PSP agreements • Detailed design and documentation programme • Record of all meetings • Approval by client to proceed to Stage 4

4	Conduct and record PSPs' and management meetings.	
5	Facilitate inputs required by the health and safety consultant.	
	Facilitate design reviews for compliance and cost control.	
6	Facilitate timeous technical co-ordination.	
7	Facilitate client approval of all Stage 3 documentation.	
STAGE 4. Tender Documentation and Construction Procurement Services		
Typical Activities		Typical Deliverables
1	Recommend and agree the procurement strategy for contractors, subcontractors and suppliers with the client and other PSP.	• The procurement strategy • Procurement programme • Tender/contract conditions • Record of all meetings • Obtain approval by client of tender recommendation(s) • Contract documentation ready for signature
2	Prepare and agree the project procurement programme.	
3	Advise the client, in conjunction with the other consultants on the appropriate insurances.	
4	Co-ordinate and monitor the preparation of the procurement documentation by the PSPs in accordance with the project procurement programme.	
5	Manage the procurement process and recommended contractors for approval by the client.	
6	Agree the format and procedures for monitoring and control by the cost PSPs of the cost of the works.	
7	Co-ordinate and assemble contract documentation for signature.	
STAGE 5. Contract Administration and Inspection Services		
Typical Activities		Typical Deliverables
1	Arrange the site handover to the contractor.	• Signed contracts • Approved construction programme • Approved contractual claims • Construction documentation schedule • Payment certificates • Progress reports • Record of meetings • Certificate(s) of practical completion
2	Establish the construction documentation issue process.	
3	Agree and monitor the issue and distribution of construction documentation.	
4	Instruct the contractor on behalf of the client to appoint subcontractors.	
5	Conduct and record regular site meetings.	
6	Monitor, review and approve the preparation of the construction programme by the contractor.	
7	Regularly monitor the performance of the contractor against the construction programme.	
8	Adjudicate entitlements that arise from changes required to the construction programme.	
9	Receive, co-ordinate and monitor approval of all contract documentation provided by the contractor(s).	
10	Agree the quality assurance procedures and monitor the implementation thereof by the other PSPs and contractors.	
11	Monitor the preparation and auditing of the contractor's	

health and safety plan and approval thereof by the health and safety consultant. 12 Monitor the preparation of the environmental management plan by the environment consultant. 13 Establish procedures for monitoring scope and cost variations. 14 Monitor, review, approve and issue certificates. 15 Receive, review and adjudicate any contractual claims. 16 Monitor the preparation of financial control reports by other PSPs. 17 Prepare and submit progress reports. 18 Facilitate and expedite occupation certificates. 19 Coordinate, monitor and issue the practical completion lists and the certificate of practical completion.	
STAGE 6. Close out Services	
Typical Activities	Typical Deliverables
1 Co-ordinate and monitor the rectification of defects. 2 Manage the conclusion and procurement of operations and maintenance contracts, manuals, guarantees and warranties. 3 Manage the preparation as-built drawings, documentation, training of staff. 4 Manage the procurement of outstanding statutory certificates. 5 Monitor, review and issue payment certificates. 6 Issue the completion certificates. 7 Manage the agreement of the final accounts. 8 Prepare and present the project closeout report. 9 Unbundling of assets from the project scope.	• Completion certificates • Record of necessary meetings • Infrastructure bar coded and captured on LNW Asset Register • Infrastructure captured on LNW's planned maintenance and GIS system • Trained LNW staff to maintain new infrastructure. • Project closeout report • Unbundling of assets and assets register book register.

3.4 Additional services

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

3.6.1 Additional services pertaining to all stages of the project

- 1) All services related to defining the scope of work, previously carried out under Clause 3.1, planning, studies, investigations and assessments, and that are normally paid for on a time and cost basis.
- 2) Enquiries not directly concerned with the works and its subsequent utilization.
- 3) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- 4) Making arrangements for way leaves, servitudes or expropriations.

-
- 5) Negotiating and arranging for the provision or diversion of services and or infrastructure not forming part of the works.
 - 6) Additional work in obtaining the formal approval of the appropriate government departments or public authorities, including the making of such revisions as may be required as a result of decisions of such departments or authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
 - 7) Additional work related to monitoring as required by any government departments or authorities to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act, 29 of 1996).
 - 8) Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the client.
 - 9) Setting out or staking out the works and indicating any boundary beacons and other reference marks.
 - 10) All clauses from 10 on page 20 of 60 until clause 24 on page 21 of 60.
 - 11) Clauses related to construction monitoring 3.3.2 of the ECSA on 21 of 60 to 25 of 60 of the ECSA guideline.

PART 3

PRICING SCHEDULE

Tender No: LNW 10/24/25

**PROFESSIONAL SERVICE PROVIDER FOR GIYANI WATER SERVICES
PROJECT (RM08).**

A. PERCENTAGE FEES:

The percentage fee for normal services for stages 1 to 6 as detailed in **ECSA guidelines of 2015, Government Gazette RSA Vol. 606 Pretoria, 4 December 2015 No. 39480**

Notes:

- i. ECSA percentage based rates (lower end) shall apply against the scope of works and for the applicable stage as stated in the ECSA guidelines.
- ii. The various disciplines as per the scope of works shall inform the fees and the various fee considerations.

B. Time Based Fees

The bidder shall price the below pricing schedule in full. Failure to complete the below table in full shall lead to **automatic disqualification**.

ID	KEY STAFF	FIXED HOURLY RATE (Excl VAT)	QTY Estimated (Hours)	AMOUNT
1.	Lead Engineer - Civil (Pr. Eng or Pr. Tech Eng.)		1	
2.	Site Resident – Pr. Technician		1	
3.	Assistant Resident Engineer – Minimum Diploma in Civil Eng		1	
4.	Design Engineer – Pr. Eng / Pr. Tech Eng		1	
5.	Draughtman		1	
Subtotal (Excl VAT)				
VAT (@15%)				
Grand Total (Incl VAT)				

Table 1 : Time based fees

NB: All reimbursable expenses shall be claimed a per the latest rates for reimbursable expenses published by Department of Public Works & Infrastructure (DPWI) travelling from Polokwane - 1 Landros Mare Street to the various site.

1. Time based fees are only going to be used during stages 4 and 5 subject to approval by LNW. Any extension required shall be subject to approval and LNW reserves the right to end/suspend the services with the consultant during this stage.
2. Furthermore, the hourly rates shall be utilized on items which are above the scope of works indicated upon instruction by LNW. Hourly rates cost shall not include due diligence on any item design related to the scope of works already specified and project management related matters within the contract. The exclusion from utilizing hourly rates refers to items such as stress and hydraulic analysis, updating or developing drawings, numerous contract related matters within the project; these are deemed to be included in the percentage rates fees. Exceptions to use hourly rates are only for special cases for adjudication and arbitration and social-economic matters on site resulting in stoppages, the same shall be remunerated on hourly rates subject to approval by LNW first before implementation in writing.
3. Recoverable Cost shall be paid as follows:
 - i. Fees for Additional Services shall be paid accordance to **ECSA guidelines of 2015, Government Gazette RSA Vol. 606 Pretoria, 4 December 2015 No. 39480** approved by the client.
 - ii. Any additional costs implemented without a prior written approval shall be at the engineer's own cost.
 - iii. No specialist services, sub-specialist or investigation shall be procured without a prior approval by LNW. A minimum of 3 quotations shall be required with legislative requirements for SCM.
 - iv. Accommodation and subsistence will be in terms of the National Treasury cost-containment regulations for daily accommodation outside the project location (Limpopo Province) – proof to be provided. Monthly accommodation for Resident Engineer shall be limited to R 3000,00 per month to LNW account, the difference shall be at the engineer's account.
 - v. Latest Public works rates Travel Rate (Claims to be from Lepelle Northern Water head office No 1. Landdros Mare Street POLOKWANE 0699) vehicle according to Public Works rates. Tendered time rates shall apply on travel time, CPI for Limpopo shall only apply after 12 months from tendering.

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

PART 4

AGREEMENT AND CONTRACT DATA

Tender No: LNW 10/24/25

**PROFESSIONAL SERVICE PROVIDER FOR GIYANI WATER SERVICES
PROJECT (RM08).**

1. FORM OF OFFER AND ACCEPTANCE

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

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

CONTRACT: LNW 10/24/25

PROJECT NAME: PROFESSIONAL SERVICE PROVIDER FOR GIYANI WATER SERVICES PROJECT (RM08).

- b. The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.
- c. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Professional Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.
- d. This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Consultant (Professional Service Provider) in the Conditions of Contract identified in the Contract Data.

1.1 FORM OF OFFER

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

CONTRACT: LNW 10/24/25

PROJECT NAME: PROFESSIONAL SERVICE PROVIDER FOR GIYANI WATER SERVICES PROJECT (RM08).

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

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the consultant in the Conditions of Contract identified in the Contract Data.

Signature

Date

Name

Capacity

FOR THE TENDERER

(Name and address of organization)

Name and signature of witness

.....

1.2 ACCEPTANCE

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

The terms of the contract, are contained in:

- Part 1:** TENDERING PROCEDURES
- Part 2:** TERMS OF REFERENCE
- Part 3:** PRICING SCHEDULE
- Part 4:** AGREEMENT AND CONTRACT DATA

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

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

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

Signature Date

Name

Capacity

FOR THE EMPLOYER

Name and signature of witness

.....

Date

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

1. Subject	:	
Details	:	
2. Subject	:	
Details	:	
3. Subject	:	
Details	:	
4. Subject	:	
Details	:	
5. Subject	:	
Details	:	

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

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

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



Signature Date

Name

Capacity

FOR THE TENDERER

(Name and address of organization)

Name and signature of witness

.....

Date

Signature

Date

Name

Capacity

FOR THE EMPLOYER

Name and signature of witness

.....

Date

1.3 CONTRACT DATA

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

The following contracts data are applicable to this contract:

CLAUSE.	DATA
3.4 and 4.3.2	The Employer is Lepelle Northern Water
3.4 and 4.3.2	The authorized and designated representative of the Employer is: The Project Manager as assigned by the Chief Executive of LNW
3.4 and 4.3.2	The address for receipt of communications is: 01 Landros Mare Street Polokwane 0700
1	The project: PROFESSIONAL SERVICE PROVIDER FOR GIYANI WATER SERVICES PROJECT (RM08)
1	The Start Date is the date when the Service Provider receives his formal copy of the signed Contract from the Employer. The project is anticipated to complete within nine (9) months.
3.5	The location for the performance of the Project is the construction sites of Giyani Water Services Project (RM08).
3.12.1	Add to clause; The Service Provider shall note that his service provision forms an integral part of the total service delivery scope of the Employer, and that any delay, non-provision or negligent provision thereof may seriously affect the provision of the other related-services and contracts. Additionally, this Contract also constitutes either a near-long-term or long-term contract in terms of the Supply Chain Management Regulations. Both these factors require that the Employer establish important performance criteria to ultimately ensure full-service delivery to his customers. Therefore failure, on the part of the Service Provider, to deliver any part or the total service correctly and timeously shall result in the application of a performance penalty, per offence. The penalty shall be R 100,000.00 or equal to actual losses incurred on other related services/contracts plus 10% whichever is greater per day for non -performance subject to a maximum amount of R200,000.00 per offence, after which the Employer reserves the right to terminate either the Works Order(s) or Contract agreement with the Service Provider. The employer may also claim from the professional indemnity any losses incurred; either due to poor planning or designs and lack of due diligence.

CLAUSE.	DATA
3.15.1	The programme shall be submitted within 2 days of appointment and handover. 3. A programme shall be provided and maintained by the Service Provider throughout the contract duration. 4. In compiling the Works Programme, the Service Provider shall note that: a. the working days and hours for staff are Monday to Friday between 08h00 and 17h00. b. Non-working Time: All South African public holidays, weekends and the local traditional annual builder's break shall be incorporated in the programme. c. Familiarize himself with the Employer's Standard Operational Procedures such as shutdown scheduling while formulating the programme.
3.16.1	The indices are those contained in Table A of P0141 CPI for the Limpopo Province CPI for all services published by Statistics South Africa.
4.3.1 (d)	The Service Provider shall assist in the obtaining of all approvals, licenses from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise instructed by the Employer to act on the Employer's behalf in line with Clause 4.6.
5.4.1 and 13.1.3	The Service Provider is required to provide and maintain a minimum Professional Indemnity Insurance as stated in Contract Document.
5.5(c)	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: d) Removing Key Persons, whose participation has been approved at tender stage or thereafter, from the Project or its issued Works Order(s). e) Changes and/or alterations made to 'issued for construction documentation' (drawings or schedules or instructions by the designer) where only construction supervision and/or monitoring services is provided by the Service Provider, i.e. design is executed by the Employer or another party contracted by the Employer. f) Changes and/or alterations made to 'issued for construction documentation' that has significant financial implications.
5.4.3	Add New Clause A Performance Fee deduction shall be 5% of the payment claims.
8.2.1	The Contract is concluded when the Period of Performance has elapsed.

CLAUSE.	DATA
	d) The Service Provider shall not be issued new Works Orders, nor shall he accept and commence with any new Works Orders, the day after the conclusion of Period of Performance. Should the Service Provider accept and commence with a new Works Orders in this instance he shall not be entitled to any remuneration for services rendered as per the applicable Work Orders nor shall the Employer be entitled to the usage or copyright of such rendered services. e) Sub-projects that have been issued for implementation by the Employer before the Contract conclusion date, but not completed before the Contract conclusion date shall be completed by the Service Provider, based on the agreed programme and subject to written approval by the employer. f) The Contract is concluded on the Date of the completion of the defects liability period, which is one calendar month after issue of the certificate of final completion.
8.4.3(c)	The period of suspension under clause 8.5.1 is not to exceed 12 months.
9. 1	Copyright of the documents prepared for the Project is vested with the Employer.
12.1	Interim settlement of disputes is to be by amicable settlement, then adjudication if amicable settlement fails.
12.2 and 12.3	Final settlement is by Arbitration then the court of Law in South Africa.
12.3.3	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by mutual agreement of both contracting parties.
13.1.4	Add New Clause The Service Provider acknowledges that the approvals of drawings and reports by the Employer does not change the Service Provider's responsibility to provide the Services, nor does it indemnify the Service Provider from any negligence and/or omissions.
15	The interest rate is the prime interest rate of the Employer's bank at the time the amount is due.
4. 7	Add to Clause: Payment shall be made upon: d) The Service Provider submitting a Payment Certificate with a schedule of work completed, to the Employer before or on the date that will be communicated to you by the Employer. e) The payment Certificate being accompanied with an Original Tax Invoice compliant with SARS and the Employer's requirements.



CLAUSE.	DATA
	f) Submission of a statement outlining all outstanding payments. Payment will be made 30 days from date of statement on the date that will be communicated to you by the Employer. Payment for the Contract shall be by way of electronic bank transfer; thus, the Service Provider shall ensure the Employer at all times has the most updated banking information of the Service Provider. The Employer requires that the Service Provider invoices separately per individual active Contract Works Order.
13.1.4	Add New Clause The Service Provider acknowledges that the approvals of drawings and reports by the Employer does not change the Service Provider's responsibility to provide the Services, nor does it indemnify the Service Provider from any negligence and/or omissions or liability.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

1.4 CONTRACT CONDITIONS

- 1.4.1 The Client reserves the right to reduce or increase the scope of work on the scope.
- 1.4.2 The approved bidder shall under no circumstances interrupt the operations of the plant operations as a result of his/her activities in, or around the Scheme unless in agreement with the Project Manager.
- 1.4.3 The professional Indemnity shall remain active for the duration of the contract until the close out of the project. No cancellation or expiry shall be permitted without prior notice to LNW.
- 1.4.4 Full adherence to the Occupational and Health and Safety Act, Act 85 of 1993 and other applicable Acts will be applicable during the course of the contract.
- 1.4.5 LNW shall allow (Professional Service Provider) PSP's to make use of outsourced specialist consultants (Welding and Corrosion Inspectors, Metallurgical studies, Geotechnical Engineering; OHS, Social facilitation, Environmental, Quantity surveying, Geo- Hydrology, etc.) provided that such personnel is qualified and registered at the relevant institutions, preference shall be given to companies registered within the LNW database, procured under the PSP and reimbursed in terms of ECSA Clause 4.6. LNW reserves the right to approve such specialist outsourced consultants after submission of at least (3) three quotations.
- 1.4.6 Time rates shall only be utilized upon prior approval by LNW. The time rates shall be subject to CPI escalation for Limpopo province after 12 months.
- 1.4.7 The Resident and Assistant Resident engineers shall implement Construction Monitoring at an additional cost as per the time rates tendered for the duration of the contract.
- 1.4.8 Time based fees are only going to be used during stages 4 and 5 subject to approval by LNW. Any extension required shall be subject to approval and LNW reserves the right to end/suspend the services with the consultant during this stage.
- 1.4.9 Furthermore, the hourly rates shall be utilized on items which are above the scope of works indicated upon instruction by LNW. Hourly rates cost shall not include due diligence on any item design related to the scope of works already specified and project management related matters within the contract. The exclusion from utilizing hourly rates refers to items such as stress and hydraulic analysis, updating or developing drawings, numerous contract related matters within the project; these are deemed to be included in the percentage rates fees. Exceptions to use hourly rates are only for special cases for adjudication and arbitration and social-economic matters on site resulting in stoppages, the same shall be renumerated on hourly rates subject to approval by LNW first before implementation in writing.
- 1.4.10 Recoverable Cost shall be paid as follows:

- vi. Fees for Additional Services shall be paid accordance to **ECSA guidelines of 2015, Government Gazette RSA Vol. 606 Pretoria, 4 December 2015 No. 39480** approved by the client.
- vii. Any additional costs implemented without a prior written approval shall be at the engineer's own cost.
- viii. No specialist services, sub-specialist or investigation shall be procured without a prior approval by LNW. A minimum of 3 quotations shall be required with legislative requirements for SCM.
- ix. Accommodation and subsistence will be in terms of the National Treasury cost-containment regulations for daily accommodation outside the project location (Limpopo Province) – proof to be provided. Monthly accommodation for Resident Engineer shall be limited to R 3000,00 per month to LNW account, the difference shall be at the engineer's account.
- x. The Latest (RATES FOR REIMBURSABLE EXPENSES) Public Works rates Travel Rate (Claims to be from Lepelle Northern Water head office No 1. Landdros Mare Street POLOKWANE 0699) vehicle according to Public Works rates. Tendered time rates shall apply on travel time, CPI for Limpopo shall only apply after 12 months from tendering.
- xi. Disbursement claims with three (3) quotations to be submitted for approval to the client before implementation.

1.5 USE OF REASONABLE SKILL AND CARE

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

1.6 CO-OPERATION WITH OTHER SERVICE PROVIDERS AND CONTRACTORS

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

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

1.7 REFERENCE DATA

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

1.8 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS & GUIDELINES

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

- a) ISO 14001:2004;
- b) ISO 9001
- c) SANS 1200;
- d) Lepelle Northern Water Board standards and specifications;
- e) STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014).
- f) Government Gazette ECSA 2016 or latest;
- g) Occupational Health and Safety Act 183 (1993);
- h) Construction Regulations (2014);
- i) National Treasury of South Africa;
- j) Department of water and Sanitation standards and regulations.
- k) Government Procurement – General Conditions of Contract July 2010; and
- l) Any other standards as may be deemed necessary depending on the type of activity.

1.9 OTHER BID CONDITIONS

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

1.10 BID VALIDITY PERIOD

The bid will be valid for a period of 150 (ONE HUNDRED AND FIFTY) days from the closing date of the bid.

1.11 LEGAL IMPLICATIONS

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

1.12 CLARIFICATIONS

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

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

1.13 COMMUNICATION

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

Any communication by the bidder (either by facsimile, letter, electronic mail or any other form of correspondence) to any government official, or representative, or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid is prohibited.

1.14 COUNTER CONDITIONS

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

1.15 PROHIBITION OF RESTRICTIVE PRACTICES

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

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

1.16 BENEFICIAL OWNERSHIP

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

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

1.17 APPROVALS

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

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

1.18 FORMAT OF COMMUNICATIONS

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

1.19 MANAGEMENT MEETINGS

The PSP will be required to attend monthly:

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

1.20 ELECTRONIC PAYMENTS

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

1.21 PAYMENT CERTIFICATES

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

1.22 DAILY RECORDS

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

1.23 PROOF OF COMPLIANCE WITH THE LAW

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

1.24 VALUE ADDING

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

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

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

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

1.25 CLAIMS FOR PAYMENT

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

1.26 EMPLOYER'S RIGHT TO RECOVER COSTS

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

1.27 MONTHLY REPORTING

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

1.28 MONTHLY PERFORMANCE RATING

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

PART 5

ANNEXURES

Tender No: LNW 10/24/25

**PROFESSIONAL SERVICE PROVIDER FOR GIYANI WATER
SERVICES PROJECT (RM08).**

ANNEXURES: Reference Form, CV templates & Company Experience Schedule

Notes:

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

ANNEXURE A:

**REFERENCE FORM FOR RELEVANT PROJECTS CARRIED OUT TO BE SCORED
UNDER MANDATORY AND FUNCTIONALITY**

NB: AT LEAST TWO (2) REQUIRED TO PASS MANDATORY

(FOUR (4) OR MORE TO SCORE FULL POINTS UNDER FUNCTIONALITY)

PROJECT REFERENCE FORM TEMPLATE

Project Name:.....

Project Number:.....

Name of Service Provider :

.....

Name of Organisation/Employer:

.....

Start Date:

Completion Date:

Activity	Excellent	Good	Fair	Poor
Management Skills : PSP demonstrated sufficient competence and diligence in executing the project within set timeframes.				
Quality Assurance and Control : PSP demonstrated competence in implementing and aligning to quality assurance processes and techniques with the relevant design code & standards.				
PROJECT STAGE IN TERMS OF ECSA GUIDELINES		PROGRESS ACHIVED PER STAGE IN (%)		
Stage 1 : Inception (including feasibility or study)				
Stage 2 - Concept and Viability (also termed Preliminary Design – Implementation readiness)				
Stage 3 - Design Development (also termed Detail Design)				



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

Project Description/Brief:

.....

.....

.....

.....

Engineers/Clients Details :

Full Name of Referee:.....

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

Would you recommend the bidder on similar projects:

.....

.....



Certification (by employer/client):

I, the undersigned, certify to the best of my knowledge and belief, this data is correct and a true reflection of my interaction with the contractor.

.....
Client Project Manager /Employer

.....
Date

Certification (by Bidder – only if the client has not been able to sign):

I, the undersigned, certify that, to the best of my knowledge and belief, this data is correct and a true reflection of our company experience. This information is verifiable and traceable.

.....
Name and Signature of bidder

.....
Date

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

ANNEXURE B:

CV TEMPLATES FOR PROJECT PERSONNEL



**PROFESSIONAL SERVICE PROVIDER FOR GIYANI WATER SERVICES
PROJECT (RM08)**

ANNEXURE “B” – CV Template – Professional Engineer (Lead) - Civil

1 Personal information – Professional Engineer (Lead) – Civil

Personal Information:	Surname	
	First names	
	Identity / Passport Number	
	Country Issued	
	Date of birth	
Contact Details:	Telephone number (land line)	
	Cell Number	
	Email Address	

2 Candidate background checks

Are you a South African citizen?	Yes	No
If no, what is your nationality?		
Do you have a valid work permit? (only if non-South African)	Yes	No
Are you currently in the employ of the state	Yes	No
If yes, please provide details		
Have you ever been charged and convicted with a criminal offence?	Yes	No
If yes, please provide details of offence and the sentence imposed:		
Do you have any pending criminal case against you?	Yes	No
If yes, please provide details		
Have you ever been dismissed for misconduct?	Yes	No
If yes, please provide details		
Do you have any pending disciplinary case against you?	Yes	No
If yes, please provide details		
Have you resigned from a recent job pending any disciplinary proceeding against you?	Yes	No
If yes, please provide details		

3 Candidate's Employment/Professional History

(Add additional entries if required. Please start with the most recent employment and include the start date (MM/YY) and end date (MM/YY) related to each employment under the first column.)

Date				Position Held	
				Description of your duties; highlighting experience relevant to the services required in this bid	
Start		End			
M	Y	M	Y	Employer's Name	
				Employer's locality and contact details	
Date				Position Held	
				Description of your duties; highlighting experience relevant to the services required in this bid	
Start		End			
M	Y	M	Y	Employer's Name	
				Employer's locality and contact details	
Date				Position Held	
				Description of your duties; highlighting experience relevant to the services required in this bid	
Start		End			
M	Y	M	Y	Employer's Name	
				Employer's locality and contact details	

Bidders must note that for evaluation purposes experience not relevant to services required in this bid will not be considered or counted in the overall number of years' experience.

4 Record of Candidate's Experience in Area of Expertise Required

Specific experience in Area of Expertise required	Insert area of expertise (i.e. drafting of legislation - Bills, Acts or Regulations; work which displays an understanding of the Schedule 3A public entity environment, social insurance environment, and the PFMA)	<i><In 600 words or less, please highlight the demonstrated knowledge and experience you have in the role selected as per the Functionality Evaluation Criteria Table in the TOR</i>				
	Years' experience [insert area of expertise]	<i><Please clearly state the following information:</i>				
		Position held	Employer/ Organisation	Start date (MM/YY)	End date (MM/YY)	Total period (e.g. 3Y_6M)

5 Tertiary Qualifications

(Add entries if needed. Start from the most recent)

Qualification Awarded	
Name of Institution	
Date	
Qualification Awarded	
Name of Institution	
Date	
Qualification Awarded	
Name of Institution	
Date	
Qualification Awarded	
Name of Institution	
Date	

- Copies of all qualifications must be attached.
- International qualifications must be accompanied by SAQA accreditation. Certificate of membership shall not be deemed as proof of educational qualification.

6 Membership of Professional Bodies

Professional body name	
Membership no	
Professional body name	
Membership no	
Professional body name	
Membership no	

7 References

(provide at last three references from the past 5 years)

1	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	
2	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	
3	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	

- 8 List projects/assignments relevant to this bid that the proposed expert key personnel was involved in:

NAME OF CLIENT	CLIENT CONTACT PERSON & HER/HIS TELEPHONE OR CELLPHONE NUMBER	NAME OF PROJECT	ROLE & CONTRIBUTION OF KEY PERSONNEL TO THE PROJECT / ASSIGNMENT	PERIOD OF PROJECT EXECUTION

I hereby confirm that the above information is true and accurate and that my CV has not been submitted by another service provider for the same bid.

Name:

Signature:

Date:



**PROFESSIONAL SERVICE PROVIDER FOR GIYANI WATER SERVICES
PROJECT (RM08)**

ANNEXURE “B” – CV Template – Design Engineer - Civil

2. Design Engineer

2.1 Personal information

Personal Information:	Surname	
	First names	
	Identity / Passport Number	
	Country Issued	
	Date of birth	
Contact Details:	Telephone number (land line)	
	Cell Number	
	Email Address	

2.2 Candidate background checks

Are you a South African citizen?	Yes	No
If no, what is your nationality?		
Do you have a valid work permit? (only if non-South African)	Yes	No
Are you currently in the employ of the state	Yes	No
If yes, please provide details		
Have you ever been charged and convicted with a criminal offence?	Yes	No
If yes, please provide details of offence and the sentence imposed:		
Do you have any pending criminal case against you?	Yes	No
If yes, please provide details		
Have you ever been dismissed for misconduct?	Yes	No
If yes, please provide details		
Do you have any pending disciplinary case against you?	Yes	No
If yes, please provide details		
Have you resigned from a recent job pending any disciplinary proceeding against you?	Yes	No
If yes, please provide details		

2.3 Candidate's Employment/Professional History

(Add additional entries if required. Please start with the most recent employment and include the start date (MM/YY) and end date (MM/YY) related to each employment under the first column.)

Date				Position Held	
				Description of your duties; highlighting experience relevant to the services required in this bid	
Start		End			
M	Y	M	Y	Employer's Name	
				Employer's locality and contact details	
Date				Position Held	
				Description of your duties; highlighting experience relevant to the services required in this bid	
Start		End			
M	Y	M	Y	Employer's Name	
				Employer's locality and contact details	
Date				Position Held	
				Description of your duties; highlighting experience relevant to the services required in this bid	
Start		End			
M	Y	M	Y	Employer's Name	
				Employer's locality and contact details	

Bidders must note that for evaluation purposes experience not relevant to services required in this bid will not be considered or counted in the overall number of years' experience.

2.4 Record of Candidate's Experience in Area of Expertise Required

Specific experience in Area of Expertise required	Insert area of expertise (i.e. drafting of legislation - Bills, Acts or Regulations; work which displays an understanding of the Schedule 3A public entity environment, social insurance environment, and the PFMA)	<In 600 words or less, please highlight the demonstrated knowledge and experience you have in the role selected as per the Functionality Evaluation Criteria Table in the TOR																													
	Years' experience [insert area of expertise]	<Please clearly state the following information: <table border="1" data-bbox="691 983 1457 1236"> <thead> <tr> <th>Position held</th> <th>Employer/ Organisation</th> <th>Start date (MM/YY)</th> <th>End date (MM/YY)</th> <th>Total period (e.g. 3Y_6M)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>					Position held	Employer/ Organisation	Start date (MM/YY)	End date (MM/YY)	Total period (e.g. 3Y_6M)																				
Position held	Employer/ Organisation	Start date (MM/YY)	End date (MM/YY)	Total period (e.g. 3Y_6M)																											

2.5 Tertiary Qualifications

(Add entries if needed. Start from the most recent)

Qualification Awarded	
Name of Institution	
Date	
Qualification Awarded	
Name of Institution	
Date	
Qualification Awarded	
Name of Institution	
Date	
Qualification Awarded	
Name of Institution	
Date	

- Copies of all qualifications must be attached.
- International qualifications must be accompanied by SAQA accreditation. Certificate of membership shall not be deemed as proof of educational qualification.

2.6 Membership of Professional Bodies

Professional body name	
Membership no	
Professional body name	
Membership no	
Professional body name	
Membership no	

2.7 References

(provide at last three references from the past 5 years)

1	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	
2	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	
3	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	

2.8 List projects/assignments relevant to this bid that the proposed expert key personnel was involved in:

NAME OF CLIENT	CLIENT CONTACT PERSON & HER/HIS TELEPHONE OR CELLPHONE NUMBER	NAME OF PROJECT	ROLE & CONTRIBUTION OF KEY PERSONNEL TO THE PROJECT / ASSIGNMENT	PERIOD OF PROJECT EXECUTION

I hereby confirm that the above information is true and accurate and that my CV has not been submitted by another service provider for the same bid.

Name:

Signature:

Date:



**PROFESSIONAL SERVICE PROVIDER FOR GIYANI WATER SERVICES
PROJECT (RM08)**

ANNEXURE “B” – CV Template – Resident Engineer (Civil)

3. Resident Engineer

3.1 Personal information

Personal Information:	Surname	
	First names	
	Identity / Passport Number	
	Country Issued	
	Date of birth	
Contact Details:	Telephone number (land line)	
	Cell Number	
	Email Address	

3.2 Candidate background checks

Are you a South African citizen?	Yes	No
If no, what is your nationality?		
Do you have a valid work permit? (only if non-South African)	Yes	No
Are you currently in the employ of the state	Yes	No
If yes, please provide details		
Have you ever been charged and convicted with a criminal offence?	Yes	No
If yes, please provide details of offence and the sentence imposed:		
Do you have any pending criminal case against you?	Yes	No
If yes, please provide details		
Have you ever been dismissed for misconduct?	Yes	No
If yes, please provide details		
Do you have any pending disciplinary case against you?	Yes	No
If yes, please provide details		
Have you resigned from a recent job pending any disciplinary proceeding against you?	Yes	No
If yes, please provide details		

3.3 Candidate's Employment/Professional History

(Add additional entries if required. Please start with the most recent employment and include the start date (MM/YY) and end date (MM/YY) related to each employment under the first column.)

Date				Position Held	
				Description of your duties; highlighting experience relevant to the services required in this bid	
Start		End			
M	Y	M	Y	Employer's Name	
				Employer's locality and contact details	
Date				Position Held	
				Description of your duties; highlighting experience relevant to the services required in this bid	
Start		End			
M	Y	M	Y	Employer's Name	
				Employer's locality and contact details	
Date				Position Held	
				Description of your duties; highlighting experience relevant to the services required in this bid	
Start		End			
M	Y	M	Y	Employer's Name	
				Employer's locality and contact details	

Bidders must note that for evaluation purposes experience not relevant to services required in this bid will not be considered or counted in the overall number of years' experience.

3.4 Record of Candidate's Experience in Area of Expertise Required

Specific experience in Area of Expertise required	Insert area of expertise (i.e. drafting of legislation - Bills, Acts or Regulations; work which displays an understanding of the Schedule 3A public entity environment, social insurance environment, and the PFMA)	<i><In 600 words or less, please highlight the demonstrated knowledge and experience you have in the role selected as per the Functionality Evaluation Criteria Table in the TOR</i>				
	Years' experience [insert area of expertise]	<i><Please clearly state the following information:</i>				
		Position held	Employer/ Organisation	Start date (MM/YY)	End date (MM/YY)	Total period (e.g. 3Y_6M)

3.5 Tertiary Qualifications

(Add entries if needed. Start from the most recent)

Qualification Awarded	
Name of Institution	
Date	
Qualification Awarded	
Name of Institution	
Date	
Qualification Awarded	
Name of Institution	
Date	

- Copies of all qualifications must be attached.
- International qualifications must be accompanied by SAQA accreditation. Certificate of membership shall not be deemed as proof of educational qualification.

3.6 Membership of Professional Bodies

Professional body name	
Membership no	
Professional body name	
Membership no	
Professional body name	
Membership no	

3.7 References

(provide at last three references from the past 5 years)

1	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	
2	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	
3	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	

3.8 List projects/assignments relevant to this bid that the proposed expert key personnel was involved in:

NAME OF CLIENT	CLIENT CONTACT PERSON & HER/HIS TELEPHONE OR CELLPHONE NUMBER	NAME OF PROJECT	ROLE & CONTRIBUTION OF KEY PERSONNEL TO THE PROJECT / ASSIGNMENT	PERIOD OF PROJECT EXECUTION

I hereby confirm that the above information is true and accurate and that my CV has not been submitted by another service provider for the same bid.

Name:

Signature:

Date:



**PROFESSIONAL SERVICE PROVIDER FOR GIYANI WATER SERVICES
PROJECT (RM08)**

ANNEXURE “B” – CV Template – Assistant Resident Engineer - Civil

4. Assistant Resident Engineer

4.1 Personal information

Personal Information:	Surname	
	First names	
	Identity / Passport Number	
	Country Issued	
	Date of birth	
Contact Details:	Telephone number (land line)	
	Cell Number	
	Email Address	

4.2 Candidate background checks

Are you a South African citizen?	Yes	No
If no, what is your nationality?		
Do you have a valid work permit? (only if non-South African)	Yes	No
Are you currently in the employ of the state	Yes	No
If yes, please provide details		
Have you ever been charged and convicted with a criminal offence?	Yes	No
If yes, please provide details of offence and the sentence imposed:		
Do you have any pending criminal case against you?	Yes	No
If yes, please provide details		
Have you ever been dismissed for misconduct?	Yes	No
If yes, please provide details		
Do you have any pending disciplinary case against you?	Yes	No
If yes, please provide details		
Have you resigned from a recent job pending any disciplinary proceeding against you?	Yes	No
If yes, please provide details		

4.3 Candidate's Employment/Professional History

(Add additional entries if required. Please start with the most recent employment and include the start date (MM/YY) and end date (MM/YY) related to each employment under the first column.)

Date				Position Held	
				Description of your duties; highlighting experience relevant to the services required in this bid	
Start		End			
M	Y	M	Y	Employer's Name	
				Employer's locality and contact details	
Date				Position Held	
				Description of your duties; highlighting experience relevant to the services required in this bid	
Start		End			
M	Y	M	Y	Employer's Name	
				Employer's locality and contact details	
Date				Position Held	
				Description of your duties; highlighting experience relevant to the services required in this bid	
Start		End			
M	Y	M	Y	Employer's Name	
				Employer's locality and contact details	

4.4 Record of Candidate's Experience in Area of Expertise Required

Specific experience in Area of Expertise required	Insert area of expertise (i.e. drafting of legislation - Bills, Acts or Regulations; work which displays an understanding of the Schedule 3A public entity environment, social insurance environment, and the PFMA)	<i><In 600 words or less, please highlight the demonstrated knowledge and experience you have in the role selected as per the Functionality Evaluation Criteria Table in the TOR</i>				
	Years' experience [insert area of expertise]	<i><Please clearly state the following information:</i>				
		Position held	Employer/ Organisation	Start date (MM/YY)	End date (MM/YY)	Total period (e.g. 3Y_6M)

4.5 Tertiary Qualifications

(Add entries if needed. Start from the most recent)

Qualification Awarded	
Name of Institution	
Date	
Qualification Awarded	
Name of Institution	
Date	
Qualification Awarded	
Name of Institution	
Date	

- Copies of all qualifications must be attached.
- International qualifications must be accompanied by SAQA accreditation. Certificate of membership shall not be deemed as proof of educational qualification.

4.6 Membership of Professional Bodies

Professional body name	
Membership no	
Professional body name	
Membership no	
Professional body name	
Membership no	

4.7 References

(provide at last three references from the past 5 years)

1	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	
2	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	
3	Name	
	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	

4.8 List projects/assignments relevant to this bid that the proposed expert key personnel was involved in:

NAME OF CLIENT	CLIENT CONTACT PERSON & HER/HIS TELEPHONE OR CELLPHONE NUMBER	NAME OF PROJECT	ROLE & CONTRIBUTION OF KEY PERSONNEL TO THE PROJECT / ASSIGNMENT	PERIOD OF PROJECT EXECUTION

I hereby confirm that the above information is true and accurate and that my CV has not been submitted by another service provider for the same bid.

Name:

Signature:

Date:

**ANNEXURE C:
COMPANY EXPERIENCE SHCEDULE**



SCHEDULE OF RELEVANT WORK CARRIED OUT BY TENDERER

Current or Previous Relevant experience

Provide traceable projects in the “**bulk water infrastructure in the applicable category selected**”. Relevant Completion Certificates (accompanied by a detailed scope of work subject to verification) must be attached for each project as proof of Company Experience to score points.

Project Description	Project Value (VAT Incl.)	Project Duration		Reference		
		Start	Finish	Project Manager Name:	Organization:	Tel No:

DECLARATION FOR PROJECT REFERENCE FORM

Project Name:.....

Project Number:.....

Project amount:.....

Name of Service Provider

Name of Organisation / Employer / Client:

.....

Project Start Date: Project Completion Date:

Project Description / Brief Summary of the project:

.....

.....

Current Clients Contact Details:

Department / Service Provider	Name and surname	Position	Cellphone number	Telephone number	Email address	Any Comment
User dept						
SCM official						
Consultant (if applicable)						

Note: The above table must be fully completed and where there is no consultant that was managing the project, indicate as not applicable. The contact details for the client to be provided in the above table must not be more than **6 months old** from date of the closing of the tender / RFQ . Each reference letter must be accompanied by this declaration of project reference form.

Failure to complete this declaration will result in reference letters not being considered and the bidder will be allocated zero points on experience where reference letters are required.

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data is correct and a true reflection of our company experience. The information provided above is verifiable and traceable.

.....

Name and Surname of Service Provider

.....

Signature

.....

Name of the Company / Bidder

.....

Date

NB: It remains the bidder's responsibility to provide traceable, updated contact details of previous all employers or clients where company experience points are to be scored. LNW may allocate score zero points to any service providers/bidder whom LNW has failed to receive confirmation of verification from their references provided on the above table within 10 working days. Bidders are to provide accurate contact details (both telephone and email address) of traceable projects with the clients. LNW reserves the right to extend the 10 working days where necessary on discretion. The information provided will be subjected to verification and vetting.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder