



LEJWELEPUTSWA DISTRICT MUNICIPALITY

Technical Services Department – Project Management Unit

TENDER DOCUMENT

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (CONSULTING CIVIL ENGINEER) FOR THE MIG SCHEDULE 6B PROJECT: REPLACEMENT OF COLLAPSED CLAY AND ASBESTOS CEMENT SEWER PIPES IN WELKOM, MATJHABENG LOCAL MUNICIPALITY

CONTRACT NO: RFP 06/10/2026

Funding: Municipal Infrastructure Grant (MIG) – Schedule 6B (2026/27)

Date of advertisement	Monday, 12 October 2026
Closing date and time	Monday, 26 October 2026 at 12:00
Tender validity period	90 days from the closing date

TENDER SUBMITTED BY:

Name of Tenderer	
CSD Supplier Number (MAAA...)	
Physical Address	
Contact Person	
Telephone / Cell Number	
E-mail Address	
Total Tendered Amount (incl. VAT) – carried from the Pricing Schedule	R

ISSUED BY	PREPARED BY
Lejweleputswa District Municipality Corner Jan Hofmeyr and Tempest Road, Welkom, 9460 P.O. Box 2163, Welkom, 9460 Telephone: (057) 108 5000	Technical Services Department (PMU) Contact Person: Mr. Brian Lehlekiso E-mail: brian@lejwe.co.za

LEJWELEPUTSWA DISTRICT MUNICIPALITY

Office of the District Municipal Manager

TENDER NOTICE AND INVITATION TO TENDER

RFP 06/10/2026: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (CONSULTING CIVIL ENGINEER) FOR THE MIG SCHEDULE 6B PROJECT: REPLACEMENT OF COLLAPSED CLAY AND ASBESTOS CEMENT SEWER PIPES IN WELKOM, MATJHABENG LOCAL MUNICIPALITY

The following conditions will apply:

- Tenders will be evaluated in three stages: (1) mandatory requirements; (2) functionality, with a minimum threshold of 80 out of 100 points; and (3) price and specific goals in terms of the 80/20 preference point system, in accordance with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), the Preferential Procurement Regulations, 2022, the LDM Preferential Procurement Policy and the LDM Supply Chain Management Policy.
- Specific goals: Historically disadvantaged individuals – percentage of black ownership (10 points), proven by a valid B-BBEE certificate or sworn affidavit showing the percentage of black ownership, together with the CSD ownership report; and Locality (10 points), proven by a municipal rates and services account in the tenderer's name for its business premises (not in arrears for more than 90 days) or a lease agreement together with the owner's up-to-date municipal account.
- Tenderers must be registered on the National Treasury Central Supplier Database (CSD) and be tax compliant. The CSD summary report and SARS Tax Compliance Status PIN must be submitted.
- Functionality will be scored on: ECSA registration of a director (30 points); similar sewer work experience, proven by appointment letters and completion/reference letters (50 points); and key personnel (20 points).
- MBD 1, MBD 4, MBD 6.1, MBD 8 and MBD 9 must be completed, signed and submitted. Failure to do so will lead to disqualification.
- Tenders shall remain valid for 90 days from the closing date.
- **One submission per company:** Each company (including its directors and shareholders) may submit only ONE tender, either as a sole tenderer or as a partner in ONE joint venture/consortium. A company that participates in more than one tender in any form (e.g. a sole tender and a joint venture tender, or more than one joint venture) will have ALL such tenders automatically disqualified.
- No tender will be considered from persons in the service of the state. All tenders must be deposited in the LDM Tender Box at the municipal address. No late, e-mailed or faxed submissions will be considered.

Tender documents are obtainable free of charge from the National Treasury eTender Portal (www.etenders.gov.za) from Monday, 12 October 2026.

Enquiries: Technical: Mr. Brian Lehlekiso, brian@lejwe.co.za. Supply Chain Management: Mr. Malemoha Macholo (Acting Supply Chain Manager), malemoha@lejwe.co.za. All enquiries must be in writing and received by no later than Monday, 19 October 2026 at 12:00.

Completed tenders in a sealed envelope clearly endorsed "RFP 06/10/2026: REPLACEMENT OF COLLAPSED CLAY AND AC SEWER PIPES IN WELKOM – CONSULTING ENGINEER" must be deposited in the LDM Tender Box at the main entrance, Corner Jan Hofmeyr and Tempest Road, Welkom, 9460, by no later than **Monday, 26 October 2026 at 12:00**.

LDM does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or part of any tender.

Mr. ML MAKHETHA

DISTRICT MUNICIPAL MANAGER

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Tenderers must complete and return this entire document. No page may be removed, retyped or altered. All returnable schedules must be completed in black ink and signed where indicated.

PART T1: TENDER DATA – KEY DATES AND INFORMATION

Item	Detail
Employer	Lejweleputswa District Municipality (Implementing Agent for MIG Schedule 6B), on behalf of and in collaboration with Matjhabeng Local Municipality (Water Services Authority and asset owner)
Contract number	RFP 06/10/2026
Project	MIG Schedule 6B: Replacement of Collapsed Clay and AC Sewer Pipes in Welkom
Project location	Welkom, Matjhabeng Local Municipality, Lejweleputswa District, Free State Province
Funding source	Municipal Infrastructure Grant (MIG) Schedule 6B, 2026/27 and outer year as required
Estimated construction value	Approximately R11 000 000.00 (R11 million) excluding VAT – also used to calculate tendered professional fees for evaluation
Site supervision	Level 3 (full-time) site supervision for the duration of construction
Advertisement date	Monday, 12 October 2026
Last day for written enquiries	Monday, 19 October 2026 at 12:00
Last day for issue of addenda	Thursday, 22 October 2026
Closing date and time	Monday, 26 October 2026 at 12:00 (14 calendar days from advertisement)
Place of submission	LDM Tender Box, Corner Jan Hofmeyr and Tempest Road, Welkom, 9460
Tender validity	90 days after the closing date, i.e. until Sunday, 24 January 2027
Evaluation method	Stage 1: Mandatory requirements; Stage 2: Functionality (minimum 80/100); Stage 3: 80/20 preference point system (Price 80; Specific Goals 20)
Number of copies	One (1) original, fully completed and signed, in a sealed envelope
Method of submission	Hand delivery or courier into the LDM Tender Box at the municipal address only. E-mailed or faxed submissions will not be considered.
Contract form	Service Level Agreement based on the CIDB Standard Professional Services Contract (latest edition), read with these Special Conditions of Contract
Technical enquiries	Mr. Brian Lehlekiso – brian@lejwe.co.za
SCM enquiries	Mr. Malemoha Macholo (Acting Supply Chain Manager) – (057) 108 5000 – malemoha@lejwe.co.za

PART T2: INVITATION TO BID (MBD 1)

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF LEJWELEPUTSWA DISTRICT MUNICIPALITY

BID NUMBER	RFP 06/10/2026	CLOSING DATE	26 October 2026	CLOSING TIME	12:00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (CONSULTING CIVIL ENGINEER) FOR THE MIG SCHEDULE 6B PROJECT: REPLACEMENT OF COLLAPSED CLAY AND ASBESTOS CEMENT SEWER PIPES IN WELKOM, MATJHABENG LOCAL MUNICIPALITY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:	Lejweleputswa District Municipality, Corner Jan Hofmeyr and Tempest Road, Welkom, 9460 (Main Entrance)				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO	
CONTACT PERSON	Mr. Malemoha Macholo (Acting SCM Manager)	CONTACT PERSON	Mr. Brian Lehlekiso
TELEPHONE NUMBER	(057) 108 5000	TELEPHONE NUMBER	Enquiries by e-mail only
E-MAIL ADDRESS	malemoha@lejwe.co.za	E-MAIL ADDRESS	brian@lejwe.co.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER		CELLPHONE NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	YES / NO	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	YES / NO
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED?	YES / NO	ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS/SERVICES OFFERED?	YES / NO (if yes, answer Part B:3)
TOTAL NUMBER OF ITEMS OFFERED	1 (one) service	TOTAL BID PRICE (incl. VAT)	R

[A B-BBEE certificate or sworn affidavit showing the percentage of black ownership, and proof of locality, must be submitted in order to qualify for preference points for specific goals.]

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION

1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
2. All bids must be submitted on the official forms provided (not to be re-typed).
3. This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

1. Bidders must ensure compliance with their tax obligations.
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.
3. Application for the tax compliance status (TCS) PIN may be made via e-Filing through the SARS website www.sars.gov.za.
4. Bidders may also submit a printed TCS certificate together with the bid.
5. In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS PIN / CSD number.
6. Where no TCS PIN is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1	Is the entity a resident of the Republic of South Africa (RSA)?	YES / NO
3.2	Does the entity have a branch in the RSA?	YES / NO
3.3	Does the entity have a permanent establishment in the RSA?	YES / NO
3.4	Does the entity have any source of income in the RSA?	YES / NO
3.5	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 SARS and, if not, register as per 2.3 above.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

PART T3: CONDITIONS OF TENDER AND INSTRUCTIONS TO TENDERERS

T3.1 Applicable legislation and policies

This tender is issued and will be evaluated and awarded in terms of the following, as amended:

- Constitution of the Republic of South Africa, 1996 – section 217
- Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) and the Municipal Supply Chain Management Regulations, 2005
- Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Preferential Procurement Regulations, 2022
- Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) and the Codes of Good Practice
- Engineering Profession Act, 2000 (Act No. 46 of 2000) and the ECSA Guideline for Services and Processes for Estimating Fees for Registered Persons (current Board Notice)
- Division of Revenue Act (current year) and the MIG Framework, including Schedule 6B conditions
- National Water Act, 1998 (Act No. 36 of 1998); Water Services Act, 1997 (Act No. 108 of 1997)
- National Environmental Management Act, 1998 (Act No. 107 of 1998) and the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008)
- Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), the Construction Regulations, 2014 and the Asbestos Abatement Regulations, 2020
- Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004); Competition Act, 1998 (Act No. 89 of 1998)
- LDM Supply Chain Management Policy and LDM Preferential Procurement Policy (as approved by Council and in force at the date of advertisement)

T3.2 Eligibility

Only tenderers who satisfy all of the mandatory requirements listed in Part T4.1 are eligible to have their tenders evaluated for functionality. A tender offer that does not satisfy the eligibility criteria will be declared non-responsive and eliminated.

T3.3 Clarification and addenda

Requests for clarification must be submitted in writing to the contact persons listed in Part T1 by no later than Monday, 19 October 2026 at 12:00. Responses, and any addenda, will be published on the eTender Portal by no later than Thursday, 22 October 2026. Tenderers must acknowledge all addenda in Returnable Schedule R13.

T3.4 Submission of tenders

- Sealed tenders, with the tender number and title clearly endorsed on the envelope, must be deposited in the LDM Tender Box at Corner Jan Hofmeyr and Tempest Road, Welkom, by Monday, 26 October 2026 at 12:00.
- Tenders deposited in the incorrect tender box, delivered to any other venue, or received after the closing time will not be considered. E-mailed, faxed or telegraphic submissions will not be considered under any circumstances. Enquiries may be sent by e-mail, but tenders may not.
- Where a courier is used, the tender description must be endorsed on the delivery note/packaging and the courier must ensure the tender is placed in the tender box. LDM will not be responsible for tenders mislaid or incorrectly delivered.
- All literature must be securely bound or attached. Correction fluid/tape may not be used; errors must be crossed out, initialled and corrected alongside.
- All prices must be quoted in South African Rand, inclusive of VAT where the tenderer is a registered VAT vendor.
- The complete original tender document must be returned. Missing pages, retyped or altered documents will result in disqualification.

T3.5 Validity of tenders

Tenders shall remain valid for ninety (90) days after the closing date, i.e. until Sunday, 24 January 2027. LDM may request tenderers in writing to extend the validity period before it expires.

T3.6 Contact with LDM after closing

Tenderers shall not contact LDM on any matter relating to their tender from the closing time to the time of award, other than in writing in response to a written request from LDM. Any attempt to influence the evaluation, comparison or award will result in the rejection of the tender.

T3.7 Joint ventures, consortia and sub-consultants

One submission per company: Each company (including its directors and shareholders) may submit only ONE tender, either as a sole tenderer or as a partner in ONE joint venture/consortium. A company that participates in more than one tender in any form (e.g. a sole tender and a joint venture tender, or more than one joint venture) will have ALL such tenders automatically disqualified.

Joint ventures and consortia are permitted. Each party must submit its own CSD report, tax compliance PIN, MBD 4, MBD 8, MBD 9 and proof of municipal account good standing. A signed joint venture agreement indicating the percentage participation of each partner and the lead partner must be attached to Returnable Schedule R8. A consolidated B-BBEE certificate for the joint venture, showing its percentage of black ownership, must be submitted to claim points for black ownership. Specialist sub-consultants (e.g. land surveyor, geotechnical engineer, asbestos specialist) must be listed in Returnable Schedule R9.

T3.8 Abnormally low or high tenders

LDM will assess tendered fees against the ECSA Guideline tariff and the budget for this project. Where a tendered fee is materially below the guideline fee (including where the implied discount exceeds 30% of the guideline fee for normal services) or materially above the market-related price, LDM will request the tenderer to substantiate its pricing in writing and to confirm that it can deliver the full scope of services and resources tendered. A tender may be rejected if the explanation is not satisfactory. LDM may negotiate a market-related price with the preferred tenderer in terms of the LDM Supply Chain Management Policy.

T3.9 Acceptance or rejection

LDM reserves the right to withdraw this invitation, to re-advertise, to reject any tender, or to accept the whole or part of a tender. LDM does not bind itself to accept the lowest or any tender. Where the information on which an award was based is later proved to be incorrect, LDM may, in addition to any other remedy, cancel the contract and recover all costs, losses or damages incurred.

T3.10 Abuse of the supply chain management system

No tenderer may, directly or indirectly, influence or interfere with any LDM official involved in the tender process, offer any inducement, reward or gift, or engage in collusive bidding. Any such conduct will result in rejection of the tender, cancellation of any resulting contract, restriction in terms of the National Treasury database and/or referral for criminal investigation.

T3.11 Central Supplier Database

No award will be made to a tenderer who is not registered on the Central Supplier Database (<https://secure.csd.gov.za>) and whose tax matters are not in order at the time of award.

PART T4: EVALUATION CRITERIA

Tenders will be evaluated in three stages. Only tenders that pass a stage proceed to the next stage.

T4.1 Stage 1: Mandatory (responsiveness) requirements

Failure to comply with any of the following will result in the tender being declared non-responsive:

No.	Mandatory requirement	Proof / Schedule
1	Registration on the Central Supplier Database (CSD)	CSD summary report (not older than 30 days)
2	Tax compliant status	SARS TCS PIN or CSD tax status
3	Fully completed and signed MBD 1, MBD 4, MBD 6.1, MBD 8 and MBD 9	T2, R3, R4, R5, R6
4	Fully completed and signed Form of Offer and Acceptance and Pricing Schedule (no blank items)	R1 and C2.2
5	Proof of good standing with municipal accounts (not in arrears for more than 90 days) for the tenderer and each JV partner/director	R7 with municipal statement(s) or lease agreement
6	Authority for signatory (resolution / power of attorney)	R2
7	Joint venture agreement (if applicable)	R8
8	Declaration of compliance with the OHS Act (Section 37(2) agreement)	R16
9	Only one tender per company, whether as sole tenderer or JV partner (multiple submissions in any form result in automatic disqualification of all such tenders)	CSD / CIPC directorship cross-check by LDM

T4.2 Stage 2: Functionality evaluation (100 points)

Responsive tenders will be evaluated for functionality according to the criteria below. Tenderers that score less than 80 out of 100 points for functionality will be disqualified and will not be evaluated further on price and specific goals.

Criterion	Scoring guide	Max points	Proof required
1. ECSA registration of a Director	One (1) or more directors/members of the tendering entity registered with ECSA as Pr Eng, Pr Tech Eng or Pr Techni Eng = 30 No director registered with ECSA = 0 For a JV, a director of any JV partner qualifies.	30	R14: Certified copy (not older than 6 months) of the director's ECSA registration certificate, and CSD/CIPC report confirming directorship
2. Similar work experience	10 points per completed similar project, up to a maximum of 5 projects (50 points). Similar project: professional engineering services on sewer infrastructure (sewer pipelines, reticulation, outfall sewers, rising mains or sewer rehabilitation). Each project must be supported by BOTH an appointment letter AND a completion/reference letter. No points if only one of the two is attached. Appointment letters must not be older than 8 years (dated on or after 26 October 2018).	50	R10: Schedule completed, with the appointment letter and completion/reference letter attached for each project

Criterion	Scoring guide	Max points	Proof required
3. Key personnel	a) Project Lead / Contracts Manager = 10: minimum NQF Level 7 qualification in Civil Engineering, minimum 10 years' experience on sewer projects, AND registered with ECSA. Failing any one requirement = 0 b) Design Engineer = 10: minimum NQF Level 7 qualification in Civil Engineering, minimum 5 years' experience on sewer projects, AND registered with ECSA. Failing any one requirement = 0	20	R11 and R12: CV, qualifications and ECSA registration for each person, certified copies not older than 6 months
TOTAL FUNCTIONALITY		100	Minimum threshold: 80

Certified copies older than six (6) months from the closing date, uncertified copies and copies of certified copies will not be accepted and will score zero for the relevant item. Experience must be clearly shown in the CV with project names, dates and roles.

T4.3 Stage 3: Price and specific goals (80/20 preference point system)

Tenders that achieve the functionality threshold will be evaluated on price and specific goals. The 80/20 preference point system applies, as the estimated value of this tender is below R50 million (including VAT). The lowest acceptable tender will be used to confirm the applicable system.

Price (80 points): $P_s = 80 \times (1 - (P_t - P_{min}) / P_{min})$, where P_s = points scored for price of the tender under consideration; P_t = price of the tender under consideration; P_{min} = price of the lowest acceptable tender. The price used is the Total Tendered Amount (including VAT) from the Pricing Schedule in Part C2.2.

Specific goals (20 points):

Specific goal	Basis for points	Points (80/20)	Proof required
Historically disadvantaged individuals – black ownership	100% black ownership = 10; 75–99% = 9; 60–74% = 7; 51–59% = 6; 10–50% = 1; below 10% or not proven = 0	10	Valid B-BBEE certificate (SANAS-accredited agency) or sworn affidavit in terms of the applicable Codes of Good Practice, showing the percentage of black ownership, plus CSD ownership report
Locality	Business office located within the Lejweleputswa District = 10; elsewhere in the Free State Province = 6; elsewhere in South Africa = 4; outside South Africa = 0	10	Municipal rates and services account in the tenderer's name for its business premises (not in arrears > 90 days), or a lease agreement in the tenderer's name with the owner's account; address to correspond with the CSD report
TOTAL SPECIFIC GOALS		20	

Failure to submit the required proof will be interpreted to mean that preference points for the specific goal are not claimed. The tender will not be disqualified for that reason alone.

T4.4 Award

The contract will, subject to Regulation 4(4) of the Preferential Procurement Regulations, 2022 and LDM's SCM Policy, be awarded to the tenderer scoring the highest total points for price and specific goals. Before award, LDM will verify the tenderer's CSD, tax, municipal accounts and Register for Tender Defaulters status and may conduct a risk assessment and reference checks.

PART C1: TERMS OF REFERENCE AND SCOPE OF SERVICES

C1.1 Background

Matjhabeng Local Municipality's sewer network in Welkom has experienced repeated collapses of ageing clay, asbestos cement (AC), concrete and uPVC pipes. At several points of collapse, sewage has been pumped by mobile pumps from manholes into the stormwater system, from where it gravitates into the Toronto Pan, the stormwater storage pan at the lowest point of the Welkom catchment. Overflow from the Toronto Pan has in turn affected the Wolwepan, downstream mining land (Sibanye-Stillwater) and agricultural land.

The Department of Water and Sanitation (DWS) issued a Notice of Intention (16 October 2025) and a Directive (1 December 2025) in terms of sections 19(3) and 53(1) of the National Water Act, 1998 (Ref 16/2/7/C404/D1/3), requiring the municipality to stop the discharge of sewage and treated water into the Toronto Pan. The Western and Major Pump Stations and the Theronia Wastewater Treatment Works have been refurbished; the remaining cause of contamination is the collapsed sewer pipelines.

The project has been approved for funding under the MIG Schedule 6B allocation, with LDM appointed by the Department of Cooperative Governance as the Implementing Agent. The estimated construction value of the works is approximately R11 million (excluding VAT).

C1.2 Project objectives

- Eliminate the ingress of sewage into the stormwater system and the Toronto Pan by permanently replacing the collapsed sewer sections (pollution reduction and compliance with the DWS directive).
- Reduce sewer spillages, blockages and backflow in the Welkom reticulation network and remove the need for mobile pumping into stormwater channels.
- Restore functional, standardised sewer infrastructure and update the municipal asset register and as-built records.

C1.3 Project scope of works (to be verified by the Consultant)

A preliminary assessment by the municipality has identified the following sections for point-to-point (manhole-to-manhole) replacement, totalling approximately 1 190 m of new pipe and 14 new house connections. The final scope, alignments, levels, diameters and quantities shall be confirmed by the Consultant through survey, CCTV inspection and hydraulic analysis during Stages 1 to 3.

Item	Pipe location	Unit	Qty	Depth (m)	Dia. (mm)	Existing material	Comments
1	Pipe at Major Pump Station	m	30	6.0	1 000	Concrete	Replace with steel pipe
2	Hamlet Road	m	65	1.5	450	Clay vitrified	
3	Hamlet Road	m	65	1.9	600	Concrete	Replace with HDPE
4	Lear Street	m	80	2.04	300	Clay vitrified	Adjacent to electrical poles and fibre infrastructure
5	Cnr Constantia & Ararat	m	65	6.025	250	uPVC	Pipe jacking across Constantia and Ararat circle/intersection
6	De Mist Street (Dagbreek)	m	80	5.7	200	uPVC	Adjacent to stormwater pipe and Transnet rail line
7	Constantia (Rietpark)	m	80	4.8	150	Clay vitrified	Parallel to water line and existing road
8	Stateway & Koppie Alleen	m	140	9.23	450	Clay vitrified	Pipe jacking across Koppie Alleen circle; interconnected stormwater and water pipes

Item	Pipe location	Unit	Qty	Depth (m)	Dia. (mm)	Existing material	Comments
9	Koppie Alleen	m	140	8.08	200	Clay vitrified	Pipe runs along road pavement layers; reinstate on completion
10	Nyala Street	m	80	6.093	150	Clay vitrified	
11	Replace mid-block line (Nyala)	m	260	5.1	150	PVC	Decommission mid-block pipe; construct new line in Nyala Street
12	House connections	No.	14	–	75	PVC	New house connections to new pipe

It is proposed that pipes smaller than 600 mm diameter be replaced with HDPE and that pipes of 600 mm diameter and larger be replaced with steel pipe. The works include point repairs of collapsed sewers, construction of new manholes (precast concrete with heavy-duty lockable covers), the new Nyala Street line with decommissioning of the mid-block line, new house connections, and reinstatement of road surfaces, pavement layers and sidewalks. Where existing AC pipes are affected, the preferred approach is to leave them undisturbed and lay new pipes alongside where space allows, or to re-route the pipe after hydraulic analysis; removal and disposal of AC pipes at a licensed hazardous waste site will be considered only where unavoidable.

The Consultant shall interrogate and, where necessary, confirm all design criteria (including pipe materials, diameters and minimum grades) against the CSIR Neighbourhood Planning and Design Guide, SANS 1200 / SANS 2001 series and Matjhabeng LM standards, and shall motivate any change in the Preliminary Design Report.

C1.4 Normal services (ECSA Stages 1 to 6)

The Consultant shall provide all normal services for civil engineering works as defined in the current ECSA Guideline for Services and Processes for Estimating Fees, including, but not limited to, the following project-specific requirements:

Stage 1: Inception

- Attend an inception meeting with LDM, Matjhabeng LM and DWS; review the DWS directive, the municipality's preliminary assessment and existing sewer records; confirm the client brief, scope, budget and programme.
- Undertake a joint site inspection of all identified collapse points, the Major and Western Pump Stations and the stormwater outfalls into the Toronto Pan.
- Identify all services and wayleave authorities (Transnet, Eskom/municipal electrical, telecommunications/fibre, water, stormwater, roads) and statutory approvals required.
- Submit an Inception Report with a detailed programme, risk register and stakeholder register.

Stage 2: Concept and viability (preliminary design)

- Manage the topographical survey (including manhole and invert levels), geotechnical investigation (trench stability, groundwater, excavatability, jacking pit conditions) and CCTV condition survey of the existing lines.
- Undertake hydraulic analysis of the affected sub-catchments and confirm pipe sizes, grades and alignments, including the Nyala Street re-routing.
- Evaluate options for dealing with AC pipes, for pipe jacking/trenchless crossings at Constantia/Ararat and Koppie Alleen, and for live-sewer bypass pumping during construction.
- Conduct an environmental screening and flood-risk assessment; confirm whether any NEMA listed activities or water use authorisations (NWA section 21) are triggered and advise on the approval route.
- Submit a Preliminary Design Report with a cost estimate (Class 3) and confirm the project remains within the MIG Schedule 6B budget.

Stage 3: Design development

- Produce detailed designs and drawings (layouts, longitudinal sections, manhole details, jacking pit details, bypass arrangements, reinstatement details and house connection details).
- Prepare the asbestos risk assessment input and asbestos plan of work requirements in line with the Asbestos Abatement Regulations, 2020, and specify disposal at a licensed hazardous waste facility.
- Prepare a traffic accommodation plan, construction method statements and a detailed cost estimate (Class 2); obtain all wayleaves and approvals.
- Prepare the Health and Safety Specification and baseline risk assessment (Construction Regulations, 2014) and the construction Environmental Management Programme (EMPr).
- Submit a Detailed Design Report for approval by LDM and Matjhabeng LM.

Stage 4: Documentation and procurement

- Prepare construction tender documents in accordance with the CIDB Standard for Uniformity in Construction Procurement and SANS 10845, using the General Conditions of Contract for Construction Works (GCC 2015, 3rd Edition), with appropriate CIDB grading (CE class, to be confirmed against the prevailing CIDB tender value limits).
- Include EPWP labour-intensive specifications, local labour and local SMME participation requirements in line with LDM policy and MIG conditions, and community liaison officer provisions.
- Attend the compulsory briefing meeting, respond to queries, prepare addenda, and prepare the tender evaluation report for the Bid Evaluation Committee within 14 days of closing; attend BEC/BAC meetings as technical adviser.
- Prepare the construction contract documents for signature.

Stage 5: Contract administration and inspection

- Act as the Employer's Agent / Engineer under the construction contract; issue the site handover, instructions, variation orders and payment certificates; manage claims, extensions of time and contract price adjustments.
- Chair monthly site and technical meetings and Project Steering Committee meetings; prepare minutes.
- Provide periodic inspections by the Project Lead and full-time Level 3 site supervision (see C1.5), including quality control testing (compaction, bedding, pipe pressure/leakage tests, CCTV of new lines before acceptance).
- Monitor EPWP, local labour and SMME targets and submit monthly MIG progress reports (MIG-MIS format), expenditure projections and photographs to LDM by the 5th of each month.

Stage 6: Close-out

- Issue certificates of practical, works and final completion; inspect and certify the defects liability period (12 months).
- Provide as-built drawings (hard copy, PDF and GIS-compatible CAD/shapefiles) and asset data for updating Matjhabeng LM's asset register and infrastructure asset management plan.
- Prepare a close-out report, including a compliance report that LDM and Matjhabeng LM can submit to DWS confirming the elimination of the sewer discharges addressed by the directive.

C1.5 Additional services

- **Level 3 site supervision:** a full-time ECSA-registered Resident Engineer / Site Supervisor on site for the duration of construction (estimated eight (8) months for pricing purposes), remunerated per month as tendered in Section 2 of the Pricing Schedule. Level 3 supervision is a requirement of this appointment; part-time (Level 1 or 2) supervision will not be accepted.
- **Construction Health and Safety Agent:** a SACPCMP-registered agent to prepare the H&S specification, approve the contractor's H&S plan, audit compliance monthly and manage the construction work permit if required, remunerated per month as tendered in Section 2.
- **Specialist investigations** (topographical survey, geotechnical investigation, CCTV condition survey of the existing lines, asbestos risk assessment input and environmental/flood-risk assessment),

undertaken or managed by the Consultant and priced as lump sums under Section 3 (Recoverable Expenses) of the Pricing Schedule.

C1.6 Key personnel

The Consultant shall provide, as a minimum, the following personnel. Key personnel named in the tender may not be replaced without LDM's written approval; any replacement must hold equal or better qualifications and experience and be made within five (5) working days.

Position	Minimum requirement
Project Lead / Contracts Manager	Minimum NQF Level 7 in Civil Engineering; minimum 10 years' experience on sewer projects; registered with ECSA
Design Engineer	Minimum NQF Level 7 in Civil Engineering; minimum 5 years' experience on sewer projects; registered with ECSA
Resident Engineer / Site Supervisor (Level 3)	ECSA-registered (Pr Eng, Pr Tech Eng, Pr Techni Eng or Candidate) with pipeline construction supervision experience
Construction Health and Safety Agent	SACPCMP Pr CHSA (or CHSM as minimum)
Land Surveyor (sub-consultant)	Registered with SAGC (Professional Land Surveyor or Survey Technician)
Geotechnical Engineer (sub-consultant)	Pr Eng or Pr Sci Nat with geotechnical experience

C1.7 Deliverables and programme

The following target programme applies from the date of the letter of appointment. The Consultant shall refine it in the Inception Report.

Deliverable	Target (from appointment)
Inception Report, programme and risk register	2 weeks
Survey, geotechnical and CCTV results	5 weeks
Preliminary Design Report (Stage 2)	6 weeks
Detailed Design Report, drawings and approvals (Stage 3)	9 weeks
Construction tender documents ready for advertisement (Stage 4)	11 weeks
Tender evaluation report	14 days after construction tender closing
Construction period (Stage 5)	Estimated 225 calendar days (to be confirmed at Stage 3)
As-built drawings and asset data	30 days after practical completion
Close-out report and DWS compliance report (Stage 6)	60 days after works completion; final certificate after 12-month defects liability period

C1.8 Reporting and meetings

- Monthly progress report (technical, financial, EPWP/labour, H&S, risks) to LDM by the 5th day of each month, in a format compatible with MIG-MIS reporting.
- Attendance of Project Steering Committee meetings, LDM PMU meetings and DWS/Matjhabeng engagements on the directive as required.
- All drawings, reports, data and models are the property of LDM and must be handed over in editable electronic format.

C1.9 Capacity building

In support of LDM's Schedule 6B Implementing Agent mandate, the Consultant shall accommodate at least one LDM PMU official or candidate (technologist/technician) for structured exposure to design, procurement and contract administration on this project, remunerated under "Skills Transfer to Municipal Trainee" in Section 2 of the Pricing Schedule, and shall report on this in the monthly reports.

C1.10 Key stakeholders

- Lejweleputswa District Municipality – Implementing Agent (MIG Schedule 6B)
- Matjhabeng Local Municipality – Water Services Authority and asset owner
- Department of Cooperative Governance and Free State CoGTA – MIG programme management
- Department of Water and Sanitation, Free State Provincial Office – regulator (NWA directive)
- Sibanye-Stillwater, Transnet, Eskom/electrical and telecommunications service owners, affected landowners and communities

PART C2: PRICING INSTRUCTIONS AND PRICING SCHEDULE

C2.1 Pricing instructions

- Section 1 – Professional fees: tenderers shall insert a single fee percentage for ECSA normal services (Stages 1 to 6). For evaluation, this percentage is applied to the estimated construction value of R11 000 000.00 (excluding VAT). During the contract, fees will be calculated by applying the tendered percentage to the actual construction value (excluding VAT and escalation) and paid per stage in the proportions shown.
- The tendered fee percentage must not exceed the fee calculated in accordance with the current ECSA Guideline tariff for civil engineering normal services. Fees materially below the guideline will be dealt with in terms of T3.8.
- Section 2 – Construction monitoring: Level 3 (full-time) site supervision is required. Monthly rates are all-inclusive. The quantity of eight (8) months is for evaluation; payment will be for actual months (pro rata for part months) certified by LDM.
- Section 3 – Recoverable expenses: lump sums for the specialist investigations, payable on acceptance of each deliverable. LDM may omit any item it does not require.
- Section 4 – Disbursements: the quantities are estimates for evaluation. Payment will be at the tendered rates for actual quantities, substantiated by logbooks and records. Travel rates may not exceed the prevailing AA rates.
- Fees are subject to escalation only as provided for in the ECSA Guideline where the services extend beyond 12 months from the closing date for reasons not attributable to the Consultant.
- Tenderers who are not VAT vendors must not add VAT. All items must be priced; a blank or nil item will render the tender non-responsive. The schedule is also available in Excel format on request; the signed printed version in this document is binding.

C2.2 Pricing Schedule

Item	Description	Unit	Qty	Rate / %	Amount (R)
SECTION 1: PROFESSIONAL FEES (ECSA NORMAL SERVICES)					
1.0	Category of works: Civil Engineering (Sewer). Tendered fee percentage	%		 %	
1.1	Estimated construction value (excl. VAT) × tendered fee % = Professional Fee (PF)	R	11 000 000.00		
1.2	Stage 1: Inception (5% of PF)	%	5%		
1.3	Stage 2: Concept and Viability (25% of PF)	%	25%		
1.4	Stage 3: Design Development (25% of PF)	%	25%		
1.5	Stage 4: Documentation and Procurement (15% of PF)	%	15%		
1.6	Stage 5: Contract Administration and Inspection (25% of PF)	%	25%		
1.7	Stage 6: Close-Out (5% of PF)	%	5%		
Section 1: Sub-total (1.2 to 1.7)					
SECTION 2: CONSTRUCTION MONITORING (LEVEL 3 SUPERVISION)					
2.1	Site Engineer Monitoring (Level 3) – Full Time	Month	8		
2.2	OHS Construction Monitoring and Audits (SACPCMP)	Month	8		

Item	Description	Unit	Qty	Rate / %	Amount (R)
2.3	Skills Transfer to Municipal Trainee	Month	8		
Section 2: Sub-total					
SECTION 3: RECOVERABLE EXPENSES (SPECIALIST INVESTIGATIONS)					
3.1	Topographical Survey	Sum	1		
3.2	Geotechnical Investigations	Sum	1		
3.3	CCTV Condition Survey of Existing Sewer Lines (incl. cleaning)	Sum	1		
3.4	Asbestos Risk Assessment / Plan of Work Input	Sum	1		
3.5	Environmental Screening and Flood-Risk Assessment	Sum	1		
Section 3: Sub-total					
SECTION 4: DISBURSEMENTS					
4.1	Travelling (up to 2500cc)	km	2 000		
4.2	A4 (copying, printing, artwork, photography and binding)	Pages	8 000		
4.3	A3 (copying, printing, artwork, photography and binding)	Pages	150		
4.4	A1 (copying, printing, artwork, photography and binding)	Pages	50		
Section 4: Sub-total					
SECTION 5: SUMMARY					
Section 1: Professional Fees					
Section 2: Construction Monitoring					
Section 3: Recoverable Expenses					
Section 4: Disbursements					
SUB-TOTAL (1+2+3+4)					
VAT @ 15%					
TOTAL INCLUDING VAT (carried to Form of Offer, R1, and MBD 1)					

Total tendered amount in words:

.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

PART C3: SPECIAL CONDITIONS OF CONTRACT

The General Conditions of Contract issued by National Treasury (GCC, July 2010) apply to this tender and are incorporated by reference (available at www.treasury.gov.za). The resulting appointment will be formalised by a Service Level Agreement based on the CIDB Standard Professional Services Contract. In the event of any conflict, the following order of precedence applies: (1) the Service Level Agreement; (2) these Special Conditions of Contract; (3) the GCC.

C3.1 Duration

The contract commences on the date of the letter of appointment and ends on the issue of the final completion certificate after the 12-month defects liability period of the construction contract, or on completion of all close-out deliverables, whichever is later.

C3.2 Insurances

- Professional indemnity insurance: not less than the total contract value plus 10%, for the duration of the contract and three (3) years thereafter.
- Public liability insurance: not less than R10 000 000 per single claim, for the duration of the contract.
- Proof of insurance must be submitted within 14 days of appointment and before any payment.

C3.3 Payment

The Consultant shall submit monthly tax invoices supported by a progress report and proof of stage completion. Payment will be made within thirty (30) days of receipt of a correct invoice by electronic transfer into the Consultant's bank account in the legal name on the CSD. Invoices must comply with the VAT Act, 1991 and reflect LDM's VAT registration number 4000791642. Payment of certified invoices will be made in accordance with section 65(2)(e) of the MFMA.

C3.4 Penalties for late delivery

A penalty of 0.05% of the contract value per calendar day may be levied for late submission of the Stage 2, Stage 3 and Stage 4 deliverables in C1.7 where the delay is attributable to the Consultant.

C3.5 Poor performance and termination

Where the Consultant fails to perform, LDM will issue written notice of poor performance. If the failure is not remedied within 14 days, LDM may terminate the contract, procure the services elsewhere and recover the additional cost from the Consultant, without prejudice to any other remedy. LDM may also terminate the contract for serious breach, insolvency or sequestration of the Consultant, fraud or corruption, or any breach of law.

C3.6 Assignment and sub-letting

The Consultant may not cede, assign or sub-let the contract or any part of it without LDM's prior written consent. Consent does not relieve the Consultant of any obligation under the contract.

C3.7 Intellectual property and confidentiality

All drawings, designs, reports, models and data produced under this contract vest in LDM and Matjhabeng LM. The Consultant shall treat all information as confidential, subject to the Promotion of Access to Information Act, 2000 and the Protection of Personal Information Act, 2013.

C3.8 Indemnity

The Consultant indemnifies LDM, its employees and agents against all losses and claims for injury or damage to any person or property arising from the Consultant's negligence in the execution of this contract.

C3.9 Occupational health and safety

The Consultant shall comply with the OHS Act, 1993, the Construction Regulations, 2014 and the Asbestos Abatement Regulations, 2020, and shall sign the Section 37(2) agreement in Returnable Schedule R17.

C3.10 Law and disputes

The contract is governed by the law of the Republic of South Africa. Disputes shall first be resolved by negotiation between senior representatives, then by mediation, failing which by a South African court of competent jurisdiction.

C3.11 Compliance with laws and by-laws

The services shall be performed in accordance with all applicable legislation, regulations, by-laws and the conditions of the MIG Framework and Division of Revenue Act.

RETURNABLE SCHEDULES

The following schedules must be completed, signed and returned with the tender:

No.	Schedule	Status
R1	Form of Offer and Acceptance	Mandatory
R2	Authority for Signatory	Mandatory
R3	Declaration of Interest (MBD 4)	Mandatory
R4	Preference Points Claim Form (MBD 6.1)	Mandatory
R5	Declaration of Bidder's Past SCM Practices (MBD 8)	Mandatory
R6	Certificate of Independent Bid Determination (MBD 9)	Mandatory
R7	Proof of Good Standing with Municipal Accounts	Mandatory
R8	Joint Venture Agreement	If applicable
R9	Schedule of Proposed Sub-consultants	If applicable
R10	Experience of Tenderer (Similar Projects)	Functionality
R11	Schedule of Key Personnel	Functionality
R12	Curriculum Vitae of Key Personnel	Functionality
R13	Record of Addenda	Mandatory
R14	Proof of Director's ECSA Registration	Functionality
R15	Banking Details	Required
R16	OHS Act Section 37(2) Agreement	Mandatory
R17	Proof of Black Ownership (B-BBEE Certificate / Sworn Affidavit)	Specific goals
R18	CSD Report and Tax Compliance	Mandatory
R19	Company Profile	Required

R1: FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, Lejweleputswa District Municipality, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: RFP 06/10/2026 – APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (CONSULTING CIVIL ENGINEER) FOR THE MIG SCHEDULE 6B PROJECT: REPLACEMENT OF COLLAPSED CLAY AND ASBESTOS CEMENT SEWER PIPES IN WELKOM, MATJHABENG LOCAL MUNICIPALITY.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto, and by submitting this offer has accepted the conditions of tender. By the representative of the tenderer, deemed to be duly authorised, signing this part of the form, 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.

THE TOTAL TENDERED AMOUNT, INCLUDING VAT, IS: R

(in words)

.....

This offer may be accepted by the Employer by signing the acceptance part of this form and returning one copy 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.

Signature(s)	
Name(s)	
Capacity	
For the tenderer (name and address of organisation)	
Name and signature of witness	
Date	

ACCEPTANCE

By signing this part of the 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. 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.

Signature	
Name	Mr. ML Makhetha
Capacity	District Municipal Manager
For the Employer	Lejweleputswa District Municipality, Corner Jan Hofmeyr and Tempest Road, Welkom, 9460
Name and signature of witness	
Date	

R2: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box and complete the relevant certificate.

A. Company	B. Partnership	C. Joint Venture	D. Sole Proprietor	E. Close Corporation

Certificate for Company / Close Corporation

I,, chairperson of the board of directors / member of, hereby confirm that by resolution of the board / members (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorised to sign all documents in connection with this tender for RFP 06/10/2026 and any contract resulting from it on behalf of the company / close corporation.

As witnesses: 1. 2. Chairperson / Member:
Date:

Certificate for Partnership

We, the undersigned, being the key partners in the business trading as, hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with this tender for RFP 06/10/2026 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with this tender for RFP 06/10/2026 and any contract resulting from it on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners.

Name of firm	Address	Authorising name and capacity	Authorising signature
Lead partner:			

Certificate for Sole Proprietor

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

As witnesses: 1. 2. Sole owner:
Date:

R3: DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full name of bidder or representative	
3.2	Identity number	
3.3	Position occupied in the company (director, trustee, shareholder ²)	
3.4	Company registration number	
3.5	Tax reference number	
3.6	VAT registration number	

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

3.8	Are you or any person connected with the bidder presently employed by the state? If so, furnish particulars below.	YES / NO
3.9	Have you been in the service of the state for the past twelve months? If so, furnish particulars below.	YES / NO
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and/or adjudication of this bid?	YES / NO
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this bid?	YES / NO
3.12	Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?	YES / NO
3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?	YES / NO
3.14	Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have any interest in any other related companies or business, whether or not they are bidding for this contract?	YES / NO

Particulars (if "YES" to any of the above):

.....

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

Full name	Identity number	Personal tax reference number	State employee number / Persal number

Full name	Identity number	Personal tax reference number	State employee number / Persal number

**MSCM Regulations: "in the service of the state" means to be (a) a member of any municipal council, any provincial legislature, or the National Assembly or the National Council of Provinces; (b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity; (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA, 1999; (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature. ²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.*

DECLARATION

I, the undersigned (name), certify that the information furnished in paragraphs 3 and 4 above is correct. I accept that the state may reject the bid or act against me should this declaration prove to be false.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

R4: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 (MBD 6.1)

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 the 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 The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender shall be awarded for (a) price; and (b) specific goals.

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

	Points
Price	80
Specific goals – Historically disadvantaged individuals (black ownership)	10
Specific goals – Locality	10
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) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. POINTS AWARDED FOR PRICE (80/20)

$P_s = 80 \times (1 - (P_t - P_{min}) / P_{min})$, where P_s = points scored for price of tender under consideration; P_t = price of tender under consideration; P_{min} = price of lowest acceptable tender.

4. POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. Tenderers will be allocated points based on the goals in the table below, as supported by the proof stated in Part T4.3. NB: The number of points claimed must be written in the column provided; ticks or crosses will not be accepted.

Specific goal	Points allocated (80/20) – by organ of state	Points claimed (80/20) – by tenderer
Historically disadvantaged individuals – black ownership (100% black ownership = 10; 75–99% = 9; 60–74% = 7; 51–59% = 6; 10–50% = 1; below 10% or not proven = 0)	10	

Specific goal	Points allocated (80/20) – by organ of state	Points claimed (80/20) – by tenderer
Locality (Lejweleputswa District = 10; elsewhere in Free State = 6; elsewhere in South Africa = 4; outside South Africa = 0)	10	
Total	20	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:

5.2 Company registration number:

5.3 Type of company/firm (tick applicable box): ☐ Partnership/Joint Venture/Consortium ☐ One-person business/sole proprietorship ☐ Close corporation ☐ Public company ☐ Personal liability company ☐ (Pty) Limited ☐ Non-profit company ☐ State-owned company

5.4 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, qualify 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 paragraph 4, 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 rule has been applied; and (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

R5: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

Item	Question	Yes / No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES / NO
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?	YES / NO
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES / NO
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	YES / NO
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES / NO

If "YES" to any question, furnish particulars:

.....

CERTIFICATION

I, the undersigned (full name), certify that the information furnished on this declaration form is true and correct. I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

R6: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

This Municipal Bidding Document must form part of all bids invited. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition, meaning that it cannot be justified under any grounds. Municipal Supply Chain Management Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid RFP 06/10/2026 – MIG Schedule 6B: Replacement of Collapsed Clay and AC Sewer Pipes in Welkom, in response to the invitation for the bid made by Lejweleputswa District Municipality, do hereby make the following statements that I certify to be true and complete in every respect. I certify, on behalf of (name of bidder), that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign, the bid on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who: (a) has been requested to submit a bid in response to this bid invitation; (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder;
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: (a) prices; (b) geographical area where the product or service will be rendered (market allocation); (c) methods, factors or formulas used to calculate prices; (d) the intention or decision to submit or not to submit a bid; (e) the submission of a bid which does not meet the specifications and conditions of the bid; or (f) bidding with the intention not to win the bid;
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates;
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract;
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and/or may be reported to the National Prosecuting Authority for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding ten years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
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CAPACITY		DATE	
NAME OF FIRM			

R7: PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

The tenderer must attach to this page, for the tendering entity and for each director/member/JV partner, either:

- the latest municipal rates and services account (not older than three months from the closing date) showing that the account is not in arrears for more than 90 days; or
- where the tenderer leases premises and is not responsible for municipal accounts, a signed lease agreement together with the owner's latest municipal account and a letter from the landlord confirming that no amounts are in arrears for more than 90 days.

Failure to attach the prescribed documentation will result in the tender not being considered further. Should proof be found to be invalid, erroneous or inaccurate, the tender will no longer be considered.

I, (full name in block letters), the undersigned, certify that the information furnished is correct and that I/we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

Physical business address	Municipality	Municipal account number(s)

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

R8: JOINT VENTURE AGREEMENT (IF APPLICABLE)

Note: Each company (including its directors and shareholders) may submit only ONE tender, either as a sole tenderer or as a partner in ONE joint venture/consortium. A company that participates in more than one tender in any form (e.g. a sole tender and a joint venture tender, or more than one joint venture) will have ALL such tenders automatically disqualified.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise Mr/Ms, authorised signatory of, 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	% participation	Duly authorised signatory (name, designation, signature)
Lead partner:			

Attach a copy of the signed joint venture agreement showing the percentage contribution of each partner, the lead partner, joint and several liability, and the bank account arrangements. Each partner must submit its own CSD report, tax PIN, MBD 4, MBD 8, MBD 9 and proof of municipal accounts. A consolidated B-BBEE certificate for the joint venture, showing its percentage of black ownership, is required to claim points for black ownership. The name of the joint venture must appear on the relevant pages of this document.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

R9: SCHEDULE OF PROPOSED SUB-CONSULTANTS

The tenderer shall list below any sub-consultants it intends to use for any part of the services (e.g. land surveying, geotechnical investigation, CCTV survey, asbestos specialist, environmental). Acceptance of the tender shall not be construed as approval of the listed sub-consultants.

No.	Name of sub-consultant	Services to be performed	Professional registration	Contact details	Est. value (R)
1					
2					
3					
4					
5					

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

R10: EXPERIENCE OF TENDERER – SIMILAR PROJECTS

List completed similar projects (professional engineering services on sewer infrastructure: sewer pipelines, reticulation, outfall sewers, rising mains or sewer rehabilitation). 10 points per project, maximum 5 projects. For EACH project attach BOTH the appointment letter (not older than 8 years, i.e. dated on or after 26 October 2018) AND the completion/reference letter. No points will be awarded where only one of the two letters is attached.

No.	Client, contact person and telephone	Project name and description of services	Date of appointment letter	Completion date
1				
2				
3				
4				
5				

Completion/reference letters must be on the client's letterhead, signed and dated by the client, and confirm the nature of the services and that the project was completed. Only the first five (5) projects listed will be evaluated.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

R11: SCHEDULE OF KEY PERSONNEL

Position	Name	Qualification (NQF level)	ECSA registration category and number	Years of experience on sewer projects
Project Lead / Contracts Manager				
Design Engineer				
Resident Engineer / Site Supervisor				
Construction H&S Agent				
Land Surveyor				
Geotechnical Engineer				
Other				

Only the Project Lead / Contracts Manager and the Design Engineer are scored for functionality. For each, attach the CV (R12), certified copies of qualifications and ECSA registration certificate (certification not older than 6 months).

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

R12: CURRICULUM VITAE OF KEY PERSONNEL (ONE PER PERSON)

Proposed position	
Name	
Date of birth / Nationality	
Qualifications (institution and year)	
Professional registration (body, category, number, date)	
Years with the firm	
Total years of relevant experience	

Relevant project experience (most recent first)

Period	Project and client	Role and responsibilities	Construction value (R)

Certification

I, the undersigned, certify that this CV correctly describes my qualifications and experience, and that I am available to undertake the assignment in the position stated if the tender is successful.

Signature of person		Date	
Signature of authorised representative of tenderer		Date	

R13: RECORD OF ADDENDA

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

No.	Date	Title or details
1		
2		
3		
4		
5		

Failure to acknowledge any addendum issued by LDM may result in the tender being declared non-responsive.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

R14: PROOF OF DIRECTOR'S ECSA REGISTRATION

Name of director / member	ID number	ECSA registration category (Pr Eng / Pr Tech Eng / Pr Techni Eng)	ECSA registration number

Attach a certified copy (not older than 6 months) of the director's ECSA registration certificate and the CSD or CIPC report confirming that the person is a director/member of the tendering entity (or JV partner).

Attach proof to this page.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

R15: BANKING DETAILS

It is LDM's policy to pay all creditors by electronic transfer. Complete this information and obtain your bank's confirmation, or attach a bank-stamped letter (not older than three months) confirming the details below. The account must be in the legal name of the tenderer as registered on the CSD.

Account holder	
Name of bank	
Account number	
Account type	
Branch name	
Branch code	
Bank contact person and telephone	

I/we hereby request and authorise LDM to pay any amounts that may accrue to me/us to the credit of the above account, and undertake to inform LDM in advance of any change in my/our bank details.

FOR BANK USE ONLY: I/we certify that the details of our client's bank account above are correct. Authorised signature(s):

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

R16: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

This agreement is entered into between Lejweleputswa District Municipality (the Employer / Mandator) and (the Consultant / Mandatary).

1. The Mandatary undertakes to comply with the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), the Construction Regulations, 2014, the Asbestos Abatement Regulations, 2020 and all other applicable regulations, in respect of all work performed and all persons employed or engaged by it in terms of this contract.
2. The Mandatary is an employer in its own right with duties prescribed in the Act and shall ensure that its own employees and sub-consultants comply with the Act.
3. The Mandatary shall be registered with, and in good standing with, the Compensation Fund (COIDA) and shall provide a letter of good standing on request.
4. The Mandatary indemnifies the Employer against any claim arising from the Mandatary's failure to comply with the Act.

For the Mandatary: name and signature	
Capacity	
Date	
Witness	
For LDM: name and signature	
Date	

R17: PROOF OF BLACK OWNERSHIP (B-BBEE CERTIFICATE / SWORN AFFIDAVIT)

- Tenderers other than EMEs/QSEs: attach an original or certified copy of a valid B-BBEE certificate issued by a SANAS-accredited verification agency, showing the percentage of black ownership.
- EMEs and QSEs, as defined in the Codes of Good Practice or the sector code applicable to the tenderer (for consulting engineers, the Amended Construction Sector Code): attach a sworn affidavit in the prescribed format showing the percentage of black ownership, commissioned by a Commissioner of Oaths.
- Joint ventures/consortia: attach a consolidated B-BBEE certificate for the joint venture, showing its percentage of black ownership.

Tenderers who do not submit valid proof will score zero points for black ownership but will not be disqualified.

Attach B-BBEE certificate / sworn affidavit and CSD ownership report to this page.

R18: CSD REGISTRATION REPORT AND TAX COMPLIANCE

Name of tenderer	
CSD supplier number (MAAA...)	
Unique registration reference number	
SARS TCS PIN	

Attach the CSD summary report (not older than 30 days from closing) and TCS PIN / certificate to this page. Each JV partner must attach its own.

R19: COMPANY PROFILE

Attach a company profile including: company registration documents; VAT registration certificate; office locations and staff complement; professional affiliations (e.g. CESA membership, if any); quality management system certification (if any); COIDA letter of good standing; proof of professional indemnity insurance or a letter of intent from an insurer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

— END OF TENDER DOCUMENT —