

**MOGALAKWENA LOCAL MUNICIPALITY**



**PROCUREMENT DOCUMENT**

**THE APPOINTMENT OF A PANEL OF 20 SERVICE PROVIDERS FOR PROVISION OF WATER CARTING SERVICES FOR A PERIOD OF ONE (01) YEAR.**

**TENDER No. 18-2019/2020 (RE-ADVERTISEMENT)  
NOTICE NO. 98/2019**

<b>NAME OF TENDERER</b>	
<b>PHYSICAL ADDRESS</b>	
<b>CONTACT TELEPHONE NUMBER</b>	

**CLOSING DATE: 14 AUGUST 2020**

**CLOSING TIME: 10:00**

**Mogalakwena Local Municipality**  
54 Retief Street  
Mokopane  
0600



## PROCUREMENT DOCUMENT

**THE APPOINTMENT OF A PANEL OF 20 SERVICE PROVIDERS FOR PROVISION OF WATER CARTING SERVICES FOR A PERIOD OF ONE (01) YEAR.**

**MOGALAKWENA LOCAL MUNICIPALITY**

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## THE APPOINTMENT OF A PANEL OF 20 SERVICE PROVIDERS FOR PROVISION OF WATER CARTING SERVICES FOR A PERIOD OF ONE (01) YEAR.

### MOGALAKWENA LOCAL MUNICIPALITY

#### T1 – Tender Procedure

For the purpose of this tender process a Quality-Based Selection (QBS) method of selection is to be used.

The tender data is according to Treasury document: Supply Chain Management: A Guide for Accounting Officers of Municipalities and Municipal Entities (2005): Construction Procurement, Best Practice Guideline #A7, September 2015. Only the relevant sections of these documents are included below:

#### T1.1 Tender Notice and Invitation to Tender

Mogalakwena Local Municipality hereby invites suitably qualified service providers to tender for the below mentioned project:

The details of the project are as follows:

No:	Project Name	Tender Number	Compulsory Briefing Session	Enquiries
1	APPOINTMENT OF A PANEL OF 20 SERVICE PROVIDERS FOR PROVISION OF WATER CARTING SERVICES FOR A PERIOD OF ONE (01) YEAR.	18-2019/2020 (Re-advertisement)	NONE, Due to Covid 19 Regulations	Technical Services 015 491 9855/9603 nkwanam@mogalakwena.gov.za scm@mogalakwena.gov.za

*Mogalakwena Municipality will evaluate, adjudicate and award the bids in accordance with the PPPFA of 2017*

**BID DOCUMENTS CONTAINING THE CONDITIONS OF BIDS AND REQUIREMENTS CAN BE DOWNLOADED ON E-TENDERS PUBLICATION PORTAL AT [www.etenders.gov.za](http://www.etenders.gov.za) for free and Municipality website.**

The project name with the project number must be clearly marked on the envelope before submission. Complete tender documents, fully priced, signed and sealed in an envelope must be deposited in the Tender Box at Mogalakwena Municipality, 54 Retief Street, Mokopane, by no later than **10:00 on 14 August 2020** for the above project. On the closing date and time, all tenders received will be opened in public in the Old Council Chamber, on the Ground Floor Civic Centre.

*No late, faxed, telegraphic, emailed and telephonic tenders will be accepted. The council also reserves the right to negotiate further conditions and requirements with the successful tenderer.*

**NB\*** Service providers should take note that no bid/service will be awarded to a service provider who is not registered or have a valid Web Based Central Supplier Database (CSD) registration.

Technical enquiries related to this tenders must be addressed to Technical Services at 015 491 9855 -Mr Mpitiki Nkwana and for administrative enquiries to Supply Chain Management at 015 791 9662/9649/9731

The Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or any part thereof, which may result in the acceptance of more than one tender, whichever the case may be.

MA MAMPA

ACTING MUNICIPAL MANAGER

54 RETIEF STREET

MOKOPANE

0601



## THE APPOINTMENT OF A PANEL OF 20 SERVICE PROVIDERS FOR PROVISION OF WATER CARTING SERVICES FOR A PERIOD OF ONE (01) YEAR.

### MOGALAKWENA LOCAL MUNICIPALITY

#### T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annex F** of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015. (See [www.cidb.org.za](http://www.cidb.org.za)).

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

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

Clause number	Tender Data
F.1.1	The employer is MOGALAKWENA LOCAL MUNICIPALITY
F.1.2	<p>The Documents issued by the Employer for the purpose of the Tender Document are as follows:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Agreement in Terms of the Occupational Health &amp; Safety Act</p> <p>C1.3 Guarantee</p> <p>C1.4 Contract data</p> <p>PART C2: PRICING DATA</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bills of Quantities</p> <p>Part C3: Scope of Service</p> <p>C3.1 Description of Works and location</p> <p>PART C4: SITE INFORMATION</p> <p>C4.1 Site Information</p> <p>C4.2 Locality Plan</p>
F.1.3.1	<p>The returnable documents, schedules and other certificates or statements are all listed under Section T2.1 "List of Returnable Documents".</p> <p>It is incumbent upon the tenderer to complete all of the returnable schedules bound in this document under Section T2.2 "Returnable Schedules" and to also attach those additional certificates or documents of statement as indicated in Section T2.2.</p>

F.1.3.2	Replace the wording with: “These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender, except for those tender conditions, claims, statements and undertakings presented by the tenderer that will have influence on the competitive procedure as contemplated under Clauses F.1.5, F.1.6. and as listed in the Tender Data under Clause F.3.11.1.”
F.1.3.3	The following additional definitions shall apply: g) “Tender” and “Bid” shall have the same meaning. The company offering a tender or bid is referred to as the “Tenderer” or “Bidder”.
F.1.4	The employer’s agent is :  Name: Mr <a href="#">Nkwana M</a> Address: 54 Retief Street, Mokopane, 0601 Tel: 015 <a href="#">491 9603</a> E-mail: <a href="mailto:nkwanam@mogalakwena.gov.za">nkwanam@mogalakwena.gov.za</a>
F.1.5	The employer does not bind itself to accept the lowest or any other Tender.
F.2.2	Cost of Tendering The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.  Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
F.2.5	The Tenderer is deemed to be in possession and have knowledge of the documents referred to in this document but not attached.
F.2.7	<u>There will be no briefing session due to Covid 19 Regulations.</u>
F.2.8	The tenderer shall request clarification of the tender documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the tender data.
F.2.12	No alternative tender offers will be considered
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original. The document is to be intact in its original format and no pages shall be removed or re-arranged.
F2.13.4	Only authorised signatories may sign the original and all copies of the tender offer where required.  In the case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.  In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member’s behalf.  In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Tender.  In the case of a JOINT VENTURE submitting a tender, include a resolution of each company of the joint venture together with a resolution by its members authorising a member of the joint venture/consortium to sign the documents on behalf of the joint venture.

	Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.
F.2.13.5 F.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: In the main entrance to the Mogalakwena Local Municipal offices Physical address: 54 Retief Street, Mokopane Identification details on the Sealed Tender envelope are: Tender No-18-2019/2020 "BID FOR THE APPOINTMENT OF A PANEL OF 20 SERVICE PROVIDERS FOR PROVISION OF WATER CARTING SERVICES FOR A PERIOD OF ONE YEAR." " and the closing date and time of the tender as stated on the Tender Notice.</p> <p>Documents to be deposited in the Tender Box in the Entrance Foyer. Access to the tender box is only during office hours.</p> <p>Only tenders that are received in a sealed envelope clearly indicating the Name and Address of the Tenderer, description of the service and the tender number for which the tender is submitted will be eligible for acceptance.</p>
F.2.13.6 F.3.5	A two-envelope procedure is not required.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 90 days.
F.2.19	<p>By submitting this tender, the tenderer/bidder authorizes the municipality or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the tenderer to provide the goods and services required by the municipality.</p> <p>The tenderer acknowledges that access to his/her premises during normal working hours will be granted to the employer or his/her agents during tender and evaluation period to verify any of the claims made by the tenderer.</p>
F.2.23	<p>The documentation that must be submitted with the tender is listed under section T.2.1 List of Returnable Documents.</p> <p>The tenderer shall also refer to Clause F.3.13 hereinafter for the conditions in respect of rejection of tender.</p>
F.3.2	<p>The employer shall at any time prior to five (5) working days from the closing of tenders, be entitled to make any variation, amendment or addition to, or omission from the Tender Documents, including to the time and date set for the closing of tenders, by the issuing of an addendum (or addenda).</p> <p>Any Addendum so issued shall be deemed to form part of the tender documents and shall be communicated in writing to all parties who have acquired the tender documents from the employer. Acknowledgment of receipt is required by the tenderers of any such an addendum during the tender period. Failure to acknowledge the receipt of, or failure to comply in all respects with the content of any such addenda, will render any Tender subsequently submitted, as invalid.</p> <p>No variation by the employer of the tender documents will be of any force or effect unless set out in an addendum as described above, despite the fact that a variation of, or amendment to, the tender</p>

	documents may have been implied in, or may reasonably be inferred from, any other document issued or statement made by the employer or the engineer.
F.3.4	<p>This tender is based on a one envelope system and tenders will be opened in the following manner:</p> <p>Immediately after the tender closing date and time as stated in the invitation to tender at the Mogalakwena Local Municipality, the deposited tenderer envelopes will be opened and the following will be made public for each tenderer:</p> <p>The name of the company of tender received.</p>
F.3.11.1	Evaluation of tenders will be in accordance with the Supply Chain Management Policy of the Mogalakwena Municipality provisions, together with those Tender Conditions as listed herewith.
F.3.11.3	For the purpose of this bid process, the selection process will be guided by the Quality-Based Selection (QBS) method of selection.
F.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>• Authority for signatory is provided</li> <li>• The tenderer has attended the compulsory clarification (briefing) meeting</li> <li>• Has completed the Compulsory Enterprise Questionnaire and there is no conflict of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</li> <li>• The tenderer has not: <ul style="list-style-type: none"> <li>○ abused the employer's Supply Chain Management System; or</li> <li>○ failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>• The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>• The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations 2003, issued in terms of the Occupational Health and Safety Act 1993, the necessary competencies and resources to carry out the work safely.</li> <li>• The tenderer has registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>• Submitted a Valid Certified Copy of company registration certificate</li> <li>• Valid Tax Clearance Certificate (Tax Compliance status pin issued should also be attached for new tax clearance certificate issued)</li> <li>• The Mogalakwena Local Municipality may cancel a contract awarded of any company if: <ul style="list-style-type: none"> <li>○ The company or any of its directors has committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or</li> <li>○ An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that tender.</li> </ul> </li> </ul>
F.3.14.2	Complete the schedule of deviations attached to the form of offer and acceptance, if any
F.3.16	Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Municipal Manager.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is <b>one (1)</b> .
Additional	<p>Furthermore:</p> <ul style="list-style-type: none"> <li>• Bid documents must be completed in black ink.</li> <li>• All details must be legible and readable to ensure the Bid will be considered for adjudication</li> <li>• Bidders are required to sign each page of the Bid documents</li> <li>• Corrections may not be made by means of correction fluids such as Tipp-Ex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a</li> </ul>



	<p>full signature at each and every alteration. The municipality reserves the right to reject the Bid if corrections are not made in accordance with the above</p> <ul style="list-style-type: none"> <li>• The Bidder must submit comprehensive information to prove the relevant skills required for the position.</li> <li>• Bidders are required, in terms of section 21 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations as appeared in Government Gazette no. 27636 dated 30 May 2005, to provide the municipality with the following documents once the appointment has been made namely:</li> </ul> <p>“1. If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statement -</p> <p>a) for the past three years; or</p> <p>b) since their establishment if established during the past three years;</p> <p>2. A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other services provider in respect of which payment is overdue for more than 30 days;</p> <p>3. Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non – compliance or dispute concerning the execution of such contract.</p>
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Signed

Date

-----

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Name

Position

-----

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Tenderer

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## T2: RETURNABLE DOCUMENTS



THE APPOINTMENT OF A PANEL OF 20 SERVICE PROVIDERS FOR PROVISION OF WATER CARTING SERVICES FOR A PERIOD OF ONE (01) YEAR.

MOGALAKWENA LOCAL MUNICIPALITY

**(All Documents and Schedules MUST BE RETURNED for the tender to Qualify)**

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

### **NOTE:**

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



**THE APPOINTMENT OF A PANEL OF 20 SERVICE PROVIDERS FOR PROVISION OF WATER CARTING SERVICES FOR A PERIOD OF ONE (01) YEAR.**

**MOGALAKWENA LOCAL MUNICIPALITY**

**T2.1 List of Returnable Documents**

**(All Documents and Schedules MUST BE RETURNED for the tender to Qualify)**

The tenderer must also complete the following returnable documents:

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<a href="#">T2.2</a>	<a href="#">RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT</a> .....	<b>ERROR!</b>
	<b>BOOKMARK NOT DEFINED.</b>	
<a href="#">T2.3</a>	<a href="#">FORMS TO BE COMPLETED BY CONTRACTOR APPOINTED</a> .....	

## RETURNABLE SCHEDULES FOR TENDER EVALUATION

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**CERTIFICATE OF AUTHORITY**

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

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

**A. Certificate for company**

I,.....(name), chairperson of the board of directors of  
 .....(company name), hereby confirm that by resolution of the board (copy  
 attached) taken on .....(day).....(month) 20.....,  
 Mr/Mrs.....(name) acting in the capacity  
 of.....(designation), was authorised to sign all documents in connection with this tender  
 and any contract resulting from it on behalf of the company.

As witness

1.....(signature) .....(signature)  
 Chairman

2.....(signature) .....

Date

**B. CERTIFICATE OF PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as  
 .....(company name)

hereby authorise Mr/Mrs.....(name), acting in the capacity  
 of.....(designation) to sign all documents in connection with the tender for **Contract**  
 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs.....(*name*), authorised signatory of the company .....(*company name*), acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No..... and any other 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 to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

**D. Certificate for sole proprietor**

I, ..... (name), hereby confirm that I am the sole owner of the business trading  
 as.....*(company name)*

As Witness:

1.....*(signature)*.

.....*(signature)*

Signature: Sole owner

2.....*(signature)*

.....

Date



**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading  
 as.....(*company name*) hereby authorise  
 Mr/Mrs.....(*name*)

Acting in the capacity of.....(*designation*), to sign all documents in connection with the tender  
 for Contract No: and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

.....(Tenderer)

of

.....

.....(address)

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

.....(location) on.....(date), starting at.....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name .....

Signature.....

Capacity.....

Name.....

Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's representative/ engineer, namely:

Name.....

Signature.....

Capacity.....

Date & Time.....

**RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	<b>Date</b>	<b>Title of Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed.....

Date .....

Name.....

Position.....

Tenderer.....

**DEVIATIONS OR QUALIFICATIONS BY THE TENDERER**

**Note:** Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

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

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

.....

**CERTIFICATE OF NON-COLLUSIVE TENDER****1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:**

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER: .....

**I: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)****2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:**

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER: .....

**COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003**

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER:

.....

**Note to tenderer:**

Discovery that the tenderer has failed to make proper disclosure may result in the Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.

**SCHEDULE OF LABOUR CONTENT**

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

The specified target value is 15%

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
<b>TOTAL</b>			
<b>PERCENTAGE</b>			

**Notes to Tenderer:**

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF OF THE TENDERER: .....



**HDI EQUITY IN PROJECT**

The tenderer shall complete the table below.

Company Name (In Case of Joint Venture, all JV Partner Names)	Other HDI Equity Share %	Female Equity Share %	Total HDI Equity Share %

**Notes to tenderer:**

The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies the ratios of equity shareholding are to be replaced by the ratio of HDI and female representative at directorship level.

SIGNED ON BEHALF OF THE TENDERER .....

**TAX CLEARANCE REQUIREMENTS****IT IS A CONDITION OF BIDDING THAT -**

1. The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of six (6) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the **original** and valid Tax Clearance Certificate **may** invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

## APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder: .....
2. Trade name: .....
3. Identification number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
4. Company / Close Corporation registration number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
5. Income tax reference number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
6. VAT registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
7. PAYE employer's registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone number: Code:..... Number: .....

Address: .....

.....

.....

DATE: 20\_\_\_\_ / \_\_\_\_ / \_\_\_\_

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND/OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, FINES OR LEVIES OR THE NON-RENDERING OF RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

**T2.1**      **OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION**

<u>T2.2 A</u>	<u>FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES</u> .....	65
---------------	--	----

**FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES****1. FINANCIAL STATEMENTS**

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the Mogalakwena Local Municipality.

**2. DETAILS OF CONTRACTOR'S BANK ACCOUNT**

I/We furnish the following information:

- a) Account Holders.....
- b) Name of Bank:.....
- c) Branch of Bank .....
- d) Town/city/suburb where bank is situated .....
- e) Contact Person at the Bank: .....
- f) Telephone number of Bank: Code: .....Number: .....
- g) Account Number: .....
- h) Bank rating (include confirmation from bank or financial institution): .....  
.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER:.....

DATE: .....



## THE APPOINTMENT OF A PANEL OF 20 SERVICE PROVIDERS FOR PROVISION OF WATER CARTING SERVICES FOR A PERIOD OF ONE (01) YEAR.

### MOGALAKWENA LOCAL MUNICIPALITY

#### Evaluation Criteria

A two-phase evaluation criterion will be considered in evaluating the tender namely:

- Phase 1: Technical Compliance
- Phase 2: Pricing
- Phase 3: Administrative Compliance

#### Phase 1: Technical Evaluation

Evaluation of technical proposals will be done according to the Guidelines in **Supply Chain Management: A Guide for Accounting Officers of Municipalities and Municipal Entities** (National Treasury) using the Quality-Based Selection method with criteria as listed in tables below.

#### Scoring for technical criteria

Functionality	Points Allocation
<b>Company Experience in water carting business for Municipalities and other state owed entities</b> <b>(Valid certified copies of work orders)</b>	
1 - 3 Work orders	10
4-5 Work orders	<u>15</u>
6 - above Work orders	<u>20</u>
<b>List of Plant Owned (Valid certified copies of registration documents and road worthy certificate of water tankers in owner's name)</b> <b>or</b> <b>List of Plant Rental (Valid certified copies of registration documents and road worthy certificate of water tankers in the name of the lessor and a Letter of intent to lease )</b>	
1-2 water tankers available	10
3-5 water tankers available	<u>20</u>
6- Above water tankers available	40

<b>Locality</b> <b>(Attach letter from Tribal Authority / Municipal account / Lease agreement/ Any other legal document)</b>	
Business Location/Branch in Limpopo Province	0
Business Location/Branch in Waterberg District	0
Business Location/Branch in Mogalakwena Area	40
<b>TOTAL</b>	<b>100</b>
<b>Minimum Score required</b>	<b>60</b>

#### Phase 2: Pricing

The eligibility threshold for the Functionality is 60 points out of 100 points and any bidder scoring less than 60 points will not be considered for further evaluation on pricing.

### Phase 3: Administrative compliance:

Successful bids lodged will be examined to determine administrative compliance. Bids with obvious deviations from the requirements/conditions stated below will be eliminated.

#### Critical Criteria:

Critical Criteria	Compliance Yes/No (office use only)
<ul style="list-style-type: none"><li>Valid Tax Clearance Certificate (Tax Compliance status pin issued should also be attached for new tax clearance certificate issued)</li></ul>	
<ul style="list-style-type: none"><li>Original signed standard tender document including initialling of all pages</li></ul>	
<ul style="list-style-type: none"><li>Valid Certified Copy of Company Registration Certificate to be submitted (T2.2S)</li></ul>	
<ul style="list-style-type: none"><li>Valid Proof of registration with Central Supplier Database for the South African Government (attach a valid certified copy of registration certificate in <b>Section 6: Evidence Required 6.6: Registration with Central Supplier Database</b>)</li></ul>	
<ul style="list-style-type: none"><li>All MBD forms attached</li></ul>	
<ul style="list-style-type: none"><li><a href="#">BBBEE Certificate</a></li></ul>	



**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

\* Delete if not applicable

**\*YES / NO**

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

3.1 If yes, furnish particulars

.....

..... **\*YES / NO**

4. Will any portion of goods or services be sourced from outside

\*YES / NO

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....  
 .....

#### CERTIFICATION

I, THE UNDERSIGNED (NAME) .....

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

**CONTRACT FORM - SALE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution) ..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
....	
2.	.....

**CONTRACT FORM - SALE OF GOODS/WORKS****PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the purchase of  
goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the  
contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

.

2. ....

.

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 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. willfully 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

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

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM 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

.....  
Date

.....  
Position

.....  
Name of Bidder

**MBD 9**

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**MBD 9**

#### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



**THE APPOINTMENT OF A PANEL OF 20 SERVICE PROVIDERS FOR PROVISION OF WATER CARTING SERVICES FOR A PERIOD OF ONE (01) YEAR.**

**MOGALAKWENA LOCAL MUNICIPALITY**

**C1.1 Form of offer and acceptance**

**Offer**

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

Contract Number:

APPOINTMENT OF A PANEL OF 20 SERVICE PROVIDERS FOR PROVISION OF WATER CARTING SERVICES FOR A PERIOD OF 01 YEAR.

The tenderer, identified in the offer signature block, 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.

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 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 service provider in the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

for the tenderer .....

*(Name and address of organization)*

Name of witness

Signature ..... Date .....

**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 service provider the amount due in accordance with the conditions of Service Level Agreement. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

PART C1 Agreements and contract data, (which includes this agreement)

PART C2 Scope of work

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 documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. 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 service provider) within five 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(s)	.....	.....
Name(s)	.....	
Capacity	.....	
for the Employer		
	(Name and address or organization)	
Name of witness		
Signature	Date:	.....

**\*\*\*\*For official use only**

**PART C2: PRICING DATA**

<a href="#"><u>C2.1</u></a>	<a href="#"><u>PRICING INSTRUCTIONS</u></a> .....	82
<a href="#"><u>C2.2</u></a>	<a href="#"><u>BILL OF QUANTITIES</u></a> .....	84

## **1. PRICING INSTRUCTIONS**

1. This Schedule of Quantities form part of the Contract Documents and is to be read in conjunction with the service level agreement and the Specifications.
2. The rates and prices to be inserted in this Schedule of Quantities shall be the full inclusive value of the work described in the Specification, including all costs, expenses and profits which may be required in and for the supply, delivery together with all general risks, liabilities and obligations set forth or implied in the documents on which the tender is to be based. Value added tax must be excluded in all rates and prices and provided for as a lump sum in the summary of the Schedule of Quantities.
3. A rate and/or price must be entered against each item in the Schedule of Quantities which is being offered by the Tenderers, whether quantities are stated or not. Items against which no price is entered will be considered as covered by the other prices or rates in the Schedule of Quantities.
4. All items will be measured net or as described in the Specification, and no allowances has been or will be made for waste or over break.
5. The quantities of work and materials in the Schedule of Quantities are not to be considered as limiting or extending the amount of work to be done and materials to be supplied by the Contract, who must satisfy himself in respect of those quantities.
6. General directions and descriptions of work and materials given in the Specification on are not repeated in the Schedule of Quantities. Reference must be made to the documents in question for this information.
7. In the case of any discrepancies between the tendered unit rates and the extended totals, the unit rate will be accepted as correct.
8. Should there be any doubt or obscurity as the meaning of any particular item, the Tendered must obtain an explanation of it in writing from the Municipality. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the tender.

9. The short description of the payment items in the Schedule of Quantities are given to identify the items and to provide specific details. Reference shall inter-alia be made to the specifications for more detailed information regarding the extent of the work entailed under each item.

10. Abbreviations in the Schedule of Quantities shall have the following meaning:

mm	=	millimetre
m	=	linear metre
m <sup>2</sup>	=	square metre
m <sup>3</sup>	=	cubic metre
km	=	kilometre
t	=	ton
m <sup>3</sup> - km	=	cubic metre kilometre
ha	=	hectare
/	=	litre
kg	=	kilogram
No	=	Number of items
pr	=	pair
Sum	=	Full payment for the item described
Provisional	=	Item only to be supplied on request by the Engineer in writing
PC sum	=	prime cost sum
LIC	=	labour intensive construction

**BILL OF QUANTITIES** (NOTE: IT IS COMPULSORY TO PRICE ON ALL ITEMS)

NORMAL WORKING DAY RATE				
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE/KM
1	10 kl Water Tanker	KM	1	
2	16 kl Water Tanker	KM	1	
3	18kl Water Tanker	KM	1	
			Total 1	

HOLIDAY/WEEKEND RATE				
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE/KM
1	10 kl Water Tanker	KM	1	
2	16 kl Water Tanker	KM	1	
3	18kl Water Tanker	KM	1	
			Total 2	

AFTER HOURS CALL OUT RATE				
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE/KM
1	10 kl Water Tanker	SUM	1	
2	16 kl Water Tanker	SUM	1	
3	18kl Water Tanker	SUM	1	
			Total 3	





THE APPOINTMENT OF A PANEL OF 20 SERVICE PROVIDERS FOR PROVISION OF WATER CARTING SERVICES FOR A PERIOD OF ONE (01) YEAR.

MOGALAKWENA LOCAL MUNICIPALITY

## C2 – SCOPE OF SERVICE

APPOINTMENT OF A PANEL OF 20 SERVICE PROVIDERS FOR PROVISION OF WATER CARTING SERVICES FOR A PERIOD OF 1 YEAR.

## PART C3: SCOPE OF WORK

### Location of the works

The project location is the Mogalakwena Local Municipality Jurisdiction.

### Brief description of the works and specification

#### Brief description of the works

Supply of water to communities through water trucks to meet the objectives of the municipality as a Water Services Authority. The project will be implemented under the supervision Technical Services Department of the Municipality on as and when required basis.

#### Works specification

- The service provider will be required to provide a minimum of three (3) trucks with a capacity of 10KL or 16KL or 18KL water tankers.
- The water tankers must be road worthy and in good working condition and will be subject to inspection by the Municipality prior to operation.
- The service provider must be willing to travel on gravel roads for long distances.
- No additional re-imbursement will be provided other than the cost allowed for in the rate provided in the service level agreement to be signed between the service provider and the municipality.
- The successful bidders will be engaged by the Municipality to conclude a common rate that will be utilized for the duration of the contract.

- The successful service providers will be engaged by the Municipality for the route allocation.
- The successful bidders will be engaged by the Municipality on As-and-When required basis depending on the need of the service as per the SLA.