



NOTICE NO: 12/2017	
SUPPLY AND DELIVERY OF FIRE UNIFORMS AND PROTECTIVE EQUIPMENT	
CLOSING DATE:	31 MARCH 2017 @ 12:00
Location for Submission of Bid	Tender Box, foyer at Entrance of Main Municipal Building at 33 Da Gama Road
Name of tendering firm:	
Contact Person (<i>Full Names</i>):	
Tel No.:	Cell No.:
Fax No.:	
E-mail:	
Supplier Database No.:	
Signature of Tenderer:	
Issued By:	
KOUGA LOCAL MUNICIPALITY	
PO Box 21	
JEFFREYS BAY , 6330	
CONTACT PERSON : Mr. D. Barnard at 042 200 8300 or dbarnard@kouga.gov.za	

NB: THIS TENDER WILL BE EVALUATED ON THE 80/20 POINT SCORING SYSTEM

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PLEASE TAKE NOTE OF ALL LISTED INSTRUCTIONS AND COMMENT

- NB: PLEASE ENSURE THAT YOU FAMILIARIZE YOURSELF WITH THE COMPLETE DOCUMENT AND SIGN ALL PAGES WHERE IT IS REQUIRED TO DO SO. ALL DOCUMENTATION MUST BE ORIGINALLY SIGNED IN BLACK INK(COPIES OF SIGNARTORIES WILL NOT BE ACCEPTED)
- FAILURE TO FULLY COMPLETE THE COMPULSORY MUNICIPAL BIDDING DOCUMENTS WILL RESULT IN THE TENDER BEING CLASSIFIED AS NON-RESPONSIVE.
- THE NATIONAL TREASURY CENTRAL DATABASE AND TAX COMPLIANCE WILL BE VERIFIED ON DAY OF EVALUATING ANY TENDER. IN INSTANCES OF NON COMPLIANCE BIDS WILL BE DECLARED NON RESPONSIVE.
- TENDER DOCUMENTATION IS AVAILABLE ON E-TENDER AND AN ELECTRONIC COPY MAY BE REQUESTED FROM THE SUPPLY CHAIN OFFICE. A NON-REFUNDABLE FEE WILL BE CHARGED FOR ANY PRINTED DOCUMENT AND IS AVAILABLE FROM THE REGISTRY SECTION AT 33 DA GAMA ROAD, JEFFREYS BAY.
- PLEASE BE ADVISED THAT A COPY OF A CERTIFIED COPY DOES NOT CONSTITUTE A CERTIFIED COPY.
- DO NOT USE CORRECTION FLUID IN THE DOCUMENT. IF ANY MISTAKES ARE MADE, PLEASE DRAW A LINE THROUGH IT AND INITIAL NEXT TO IT.
- DOCUMENT TO BE COMPLETED IN INK. DOCUMENTATION COMPLETED IN PENCIL WILL NOT BE CONSIDERED.
- THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITHIN THE TIME SPECIFIED IN THE REQUEST. **FAILURE TO COMPLY WILL RESULT IN NON ACCEPTANCE OF THE TENDER.THESE DOCUMENTS MAY BE REQUESTED AS SUPPORT TO THE CONTRACT FILE DOCUMENTATION FOR EVALUATION PURPOSES.**
 1. National Treasury Central Database Summary Report
 2. Business Registration Documents/ Formal Registration Documentation/ JV Agreements/Consortia/ Partnerships and Trust's – Applicable to all entities (ie. Companies, Public & Private Entities, Partnerships and Joint Ventures). CM9/ Name Change Document will not suffice as Proof of Business Registration.
 3. A copy of a valid SARS Tax Clearance Certificate and Tax Compliance Pin number for all entities and all partners of Joint Venture)
 4. Certified ID copies.
 5. For B-BBEE Status Level Contribution/ EME Certificate/ Sworn Affidavit for any Preference Points to be claimed (Certified copy of the valid certificate to be submitted)
 6. Latest Municipal Billing Clearance Certificate/ Copy of Municipal Account / Rental Documentation to be submitted
 7. Audited financial Statements for the last 3 financial years
 8. Any Special Conditions of Contract Documentation- Must be submitted as set out in tender contract or upon request.

IT IS COMPULSORY IN THE CASE OF A FEMALE DIRECTOR / MEMBER OR PARTNER TO ALSO FURNISH HER MAIDEN NAME, AND IF APPLICABLE, ALL HER PREVIOUS MARRIED NAMES

1.4 The Tenderer’s Representative for the purpose of this Tender is:

.....

2. STREET ADDRESS OF REGISTERED OFFICES

Street address, which address the Tenderer chooses as it’s domicilium citandi et executandi for all purposes of this Tender.

.....

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3. POSTAL ADDRESS

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2. CONTACT DETAILS

4.1 TELEPHONE NUMBERS

Business: Code

Cell:

Email: (An active email address must be provided. All correspondence and request for information with bidder will be sent to this email address. If not submitted within the specified timeframe of the request, bid may be declared non-responsive.)

4.2 FACSIMILE NUMBER Code

5. COMPANY RESOLUTION

- 5.1 A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this Tender on the Tenderer's behalf must be attached to the Tender Document on submission of same.
- 5.2 A Tender shall be eligible for consideration only if it bears the signature of the Tenderer or of some person duly and lawfully authorized to sign it for and on behalf of the Tenderer.

6. BANK DETAILS (FOR FUTURE ELECTRONIC BANK TRANSFERS) – PLEASE SUBMIT A RECENTLY (PAST 3MONTHS) STAMPED LETTER FROM THE BANK CONFIRMING ACCOUNT DETAILS.

NAME OF BANK	ACCOUNT NAME	BRANCH CODE NO.	BANK A/C NO.

CERTIFICATION:

I declare that the information in this annexure is true and correct in all respects.

SIGNATURE: _____ CAPACITY: _____

NATIONAL TREASURY – GENERAL CONDITIONS OF CONTRACT**TABLE OF CLAUSES**

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt Practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of Origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Days" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may,

without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchasers request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchasers prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the suppliers performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the situation and may at his discretion extend the suppliers time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the suppliers point of supply is not situated at or near the place where the supplies are required, or the suppliers services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the suppliers expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such persons name be endorsed on the Register for Tender Defaulters. When a persons name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not

liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

KOUGA LOCAL MUNICIPALITY (EC108)
DIRECTORATE: SOCIAL SERVICES: FIRE SECTION
NOTICE NO: 12/2017

SUPPLY AND DELIVERY OF FIRE FIGHTING UNIFORMS AND PROTECTIVE EQUIPEMENT

Prospective Service Providers are hereby invited to submit tenders for the Supply and Delivery of Fire Fighting Uniforms and Protective Equipment to Kouga Local Municipality for a period of three (3) years ending 30 June 2020.

Tenders

An electronic copy of tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za. Printed copies of the Tender Document will be available at a non- refundable fee of R250 per document as from Tuesday,28 February 2017 from the Registry Section, 33 Da Gama Road, Jeffreys Bay,6330 Tel No: 042 2002200.

Please note:

- Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- This contract will be evaluated on the 80/20 point scoring system
- The Guidelines for locally produced goods or locally manufactured goods with a stipulated minimum threshold of 100% for local production and content for the designated sector: Textile, Clothing, Leather and Footwear will apply.
- A valid SARS Tax Clearance Certificate and the Tax compliance Status pin must be submitted.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- In order to claim Preference points a valid original or certified B-BBEE Status level Verification certificate / EME Certificate / Sworn Affidavit must be submitted to validate the claim.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission must be 120 days from the closing date.
- **It is the Service Provider's responsibility to ensure that their bid is deposited in the correct tender box. No bid document delivered at any other venue or tender box than the mentioned one will be considered.**

Any information regarding this tender can be obtained from Mr. D. Barnard at 0422910250 or dbarnard@kouga.gov.za

Completed documents in a sealed envelope endorsed "**NOTICE NO: 12/2017: 'SUPPLY AND DELIVERY OF FIRE FIGHTING UNIFORMS AND PROTECTIVE EQUIPMENT'**", must be placed in the Tender Box **in the foyer of the Municipal Offices** at 33 Da Gama Road, Jeffreys Bay on or before **FRIDAY, 31 MARCH 2017 at 12:00.**

S.S. FADI
MUNICIPAL MANAGER

P.O. Box 21
 JEFFREYS BAY
 6330

For Placement: Herald – 28 February 2017

Municipal Website/ Municipal Notice Boards in all offices/areas – 28 February 2017

CONDITIONS OF TENDER

1. PRICES

- All prices tendered and all deposits or payments made shall be in the currency of the Republic of South Africa.
- Prices should remain firm for the first year of the contract. Should the successful Tenderer wish to alter any Tender price during the currency of the Tender period bidder can only do so **twelve months after award has been made**, the Municipality reserve the right to:
 - Accept the amended price provided that one (1) month written notice was given to the Municipality; or
 - Call for new Tenders in respect of the particular items concerned or negotiate new prices with alternative suppliers to the exclusion of the Tenderer.
 - Tenderers shall state the time of delivery in days from date of the official order by the Municipality and all tendered prices are to include VAT as well as costs of delivery to the Municipal stores In Jeffreys Bay or such other address as may be indicated by the Kouga Local Municipality.
 - Only escalation in line with CIPX will be accepted.
- All prices tendered shall be VAT included.
- Copies of all relevant registrations / permits / grading reports **MUST** be attached to this tender document. If this documentation is not attached, your tender will not be considered.

2. LAYOUT

This tender document is divided into several sections. Please read through all the sections. In particular, the Conditions of Tender are most important, as they contain several new clauses in the light of the procurement policy and please take note of the conditions of tender and the list of required documents to be handed in, seeing that non adherence to these requirements can lead to non-responsiveness of tender.

3. SCHEDULE OF PRICES

In this schedule, a rate and a total price must be inserted against every item. If the rate has been included in another item elsewhere in the schedule, the Tenderer is to write A included @ in the Amount column.

4. SUBMISSION

Please read through carefully the Conditions of Tender, which deals with submission of tender. Your completed tender document must be placed in a sealed envelope, and the contract number and name of the contract written clearly on the outside. The envelope must be deposited, In

accordance with the instructions in the Tender Advertisement. **It is the Service Provider's responsibility to ensure that their bid is deposited in the correct tender box. No bid document delivered at any other venue or tender box than the mentioned one will be considered.**

5. SCOPE OF CONTRACT

This tender is for the appointment of a professional service provider for the Supply And Delivery of Fire Fighting Uniforms and Protective Equipment for the Kouga Local Municipality.

6. VALIDITY OF TENDER

Tenders shall remain valid for acceptance for a period of 120 days

7. ACQUAINTANCE WITH TENDER DOCUMENTS

By submission of a tender, the Tenderer will be deemed to have acquainted himself fully with the tender documents, local requirements and the laws prior to pricing and submission of tender.

8. TENDER EXPENSES

The Council will not be responsible for any expense incurred by the tenderer in submitting a tender.

9. UNCONDITIONAL DISCOUNT

The quoted prices can be subject to an unconditional discount. Tenderers must state on the Schedule of Prices the percentage of unconditional discount they are offering.

10. OTHER SUPPLIERS

Should the tenderer after acceptance of his tender for any reason whatsoever not be able to provide or deliver the service to the Municipality within the reasonable specified time, the Municipality reserves the right to obtain goods from any other source or tenderer, in which case the tenderer will be liable for any additional costs incurred in case of a difference in price.

11. SURCHARGE IN RESPECT OF FALSE DISCLOSURE

Should the information submitted by the tenderer with his/her tender for the purpose of being allocated equity preference points, be found, during the currency of the contract, to be false, then the tenderer shall be liable to pay to the Employer the additional costs incurred by the Employer as the result of the Employer awarding the contract to the tenderer on the basis of the information submitted.

The additional cost shall be the difference between the sum tendered by the tenderer and the sum tendered by the tenderer who would have been awarded the tender, had the tenderer not submitted the false information.

12. B-BBEE CERTIFICATE

Refer to new legislation, circulars and codes regarding B-BBEE.

13. CORRESPONDENCE

An active email address must be provided. All correspondence and request for information with bidder will be sent to this email address. If not submitted within the specified timeframe of the request, bid may be declared non-responsive.

14. LOCAL CONTENT

The Guidelines for locally produced goods or locally manufactured goods with a stipulated minimum threshold of 100% for local production and content for the designated sector: Textile, Clothing, Leather and Footwear will apply. Please refer to the website www.thedti.gov.za and tender document for more information.

If bidder requires an authorisation letter from **The DTI** please do so timeously. The following people can be contacted at The DTI:

Patricia Khumalo: Tel: [012 394 1390](tel:0123941390), email: khumalop@thedti.gov.za
Jaywant Irkhede: Tel; [012 394 5166](tel:0123945166), email: jirkhede@thedti.gov.za

They must furnish the following details on their company letterhead, which must also be signed by the responsible person, for each tender they wish to participate in:

1. Tendering Authority.
2. Tender No.
3. Tender Item specification and **quantity**.
4. Closing date.
5. Company Name.
6. Company physical address.
7. Full name of company representative.
- 8. List of items/components for import authorization.**
9. Supporting letters from local sub-suppliers and manufacturers.

Signed	Date	Name (block letters)	Capacity in firm

TAX CLEARANCE CERTIFICATE REQUIREMENTS

1. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval and a tax compliance status pin that can be used by municipality's to verify a clients tax compliance status at any given time.
3. **The Tax Clearance Certificate and tax compliance status pin must be submitted together with the bid. Failure to submit the valid Tax Clearance Certificate will result in the invalidation of the bid.**
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party **must submit** a separate Tax Clearance Certificate.

KOUGA MUNICIPALITY

NOTICE 12/2017

SUPPLY AND DELIVERY OF FIRE FIGHTING UNIFORMS AND PROTECTIVE EQUIPMENT

SPECIFICATIONS AND SPECIAL CONDITIONS

1. Station Wear: Operational SUMMER AND WINTER SHIRT, NFPA COMPLIANCE, COTTON RIP STOP.

Material

- Composition: 65% Polyester – 35% Viscose
- Weight: 210grms
- Colour : Navy Blue RIP-STOP
- Finish: Blood Repellence PTFE
- Glad neck collar
- Shoulder straps for epaulettes
- 2 Breast pockets
- Button closure on pockets
- Pen hole slit
- 4 Hole buttons
- **Colour:** NAVY WITH REFLECTIVE TRIM 45MM AROUND SLEEVE.

2. Station Wear: Operational TROUSER NFPA COMPLIANCE, COTTON RIP STOP

- Composition: 65% Polyester – 35% Viscose
- Weight: 220grms
- Colour: Navy Blue RIP-STOP
- Finish: Blood Repellence PTFE
- Patch pocket on left and right leg with Velcro flap
- Fob pocket on right front
- 75mm belt loops
- Two straight side pockets
- One hip pocket with Velcro closure
- Self-material pocketing and waistband
- Permanent front and back seams
- **Colour:** NAVY WITH 45 MM REFLECTIVE TRIM KNEE HIGH.

3. Station Wear: OPERATIONAL CAP

- 100% Cotton six panel baseball style cap.
- One size fits all.
- Six panel construction.
- Kouga fire department logo embroidered on the front.

- Kouga Fire & Rescue embroidered in yellow on the cap above the adjuster.
- Colour: Navy blue.

4. Station Wear: OPERATIONAL JERSEY

- **Fabric** : 100% High Bulk Acrylic – 10 gage
- V-Neck
- Set-in long sleeves
- Re-enforced elbow patches
- Shoulder straps with button and button holes to accommodate epaulettes
- Double layer blind stitched hem and cuffs
- **Colour** : NAVY & BLACK

5. Station Wear: OPERATIONAL T – SHIRT

- Fabric: 100% cotton - heavy grain
- Round – Neck.
- Short sleeve.
- Kouga Fire Department logo printed on left chest in yellow.
- Fire fighter printed in yellow on the back 40 mm broad 280 mm long.
- **Colour**: Navy

6. Station Wear: OPERATIONAL ALL WEATHER PARKA

- **Fabric**: must be a polyester cotton specialized comfort lined fabric.
- Bunny jacket with detachable sleeves.
- Reflective tape on the sleeves met the requirements of the European EN471 and SANS 50471 class 2 standards.
- The reflective tape conforms to a level 3 garment.
- Kouga fire department logo embroidered in yellow on the left chest.
- Fire & Rescue print on rear of jacket in reflective.
- **Colour**: Navy with silver reflective.

7. Station Wear: SAFETY SHOES OR SAFETY BOOTS

- Non slip rubber sole.
- Ankle high boot easy slip on.
- None toe steel cap.
- Anti-slip sole.
- Oil resistend.
- All seems will be double stitched.
- Shock absorber on the heel of the sole.
- **Colour**: Black.

8. SOCKS (KNEE HIGH)

- **Yarn composition**: 100% Wool

- Chemically treated to protect from odour creating bacteria.
- Half-hose with reinforced heel and toe.
- One size fits all.
- Must be knee high.
- **Colour:** BLACK.

9. LEATHER BELT BROAD

- Genuine Leather belt with pattern stamp onto the outer side.
- 50mm width.
- Brass buckle with Fire department emblem on the buckle.
- Black

10. NFPA APPROVED COMPLETE BUNKER SUITE.

Sizing

Firefighting Suit shall be made in six sizes labeled X Small, Small, Medium, Large, X Large, XX Large and XXX Large.

Outer Material

Aromatic Polyamide Fibre with a blend of at least 60% Kevlar 40% Nomex Material Construction - Rip Stop Weave. Material weight 234 gr/m²

Colour

Rust Red, Navy, Yellow or Khaki

Scope

The garment is designed to be worn by Structural Firefighters giving adequate Protection from Radiant heat and Hot Steam, Water, Hot Ash and protection from Flash Flames for periods of time as well as protection against Acid, Alkali and Organic Chemicals.

Standard Design

The suit shall consist of a Coat and Trousers made up as follows:

Outer Shell -Aromatic Polyamide Fibre enriched with 60% Kevlar Material to be in a Rip Stop Weave.

Vapour Barrier - AquaTech According to NFPA 1971- 2000 OR X1715

Thermal Barrier - 100% Aramid Batt/Quilted.

Lining- 100% Nomex Facecloth/Quilted.

Outer Shell Construction

- Degradation temperature of Outer Shell 1020F°.
- The Outer Shell shall be of a single layer construction throughout Jacket & Trouser.

- Yarns must be guaranteed to 230 C.
- All raw edges and seems to be over locked by using at least five (5) strands of yarn.
- Yarns to be of the same Colour as Outer material.
- Seam strength to be at least 200 N.
- The fabric shall withstand at least 350 cycles on the Taber Abrasion Machine without the material holing (90% of material weight retained).
- The TPP (Thermal Protective Performance) shall be no less than 45 cal/cm² on the composite of the material on offer.

Collar

- The Collar shall be of a double layer of the same material as the outer Shell and shall have a layer of the quilted Thermal barrier in the middle of it.
- A Storm flap constructed in the same way, as the Collar shall be fitted in such a way as to ensure a “Dry Suit. The area over the chin shall have a layer of Nomex Knit.

Pockets

- Two pockets to be placed on the Coat manufactured from the same material As the Outer shell and must be made to be waterproof.
- A Radio Pocket that is guaranteed to keep the Radio dry is to be placed on the Left breast. The Radio antenna is also to be protected against heat.
- The pockets must be 275mm x 225mm and the pocket-flap 75mm, held down two Velcro squares.

Shoulders, Sleeves and Wristlets:

- There must be no seams on the Shoulders. Sleeves shall be constructed in such away to afford maximum movement.
- Nomex Wristlets knitted and shaped must be attached to the inner Coat as well as Nomex knitted Thumb straps.
- The design of the garment must allow unrestricted movement and minimum lift.

Reinforced Patches trouser:

- Reinforcing material must be placed on the shoulders, elbows and knees as well as around the end of the sleeves and trouser-legs.
- A layer of quilted Thermal Barrier must be sewn between the outer material and the reinforced patches.
- Reinforced material must be a Polymer Coated Kevlar with a weight of 600 gr/m² and must be extremely flexible.

Vapour Barrier

- AquaTech According to NFPA 1971- 2000

Thermal Barrier

- The material must be of 100% Aramit Batt with a weight of 200 gr/m²

Lining

- The material must be of 100% Nomex Facecloth with a weight of 100 gr/m² the Thermal barrier and Lining must be Quilted with Kevlar yarns and the
- Combined weight not is more than 312 gr/m².
- The Vapour Barrier, Thermal barrier and Lining together shall form the Inner Garment.
- The same Yarn as specified for the Outer shell shall be used on the Inner garment.
- The Inner Jacket must be attached to the Outer Jacket by means of a heavy duty zip.
- The Inner Trousers must be attached to the Outer Trousers by means of 50 mm Velcro in the waist.
- The trousers shall extend no less than 150 mm above the waist.
- The suspenders shall be no less than 50 mm wide.
- The suspenders shall be equipped with two non-slip thermoplastic slide fasteners for adjustment with Reflective.

Front Closure

- The front of the Jacket must be closed by means of a heavy duty Zip and 50 mm Velcro.
- The Velcro must run the full length of the front of the Jacket while the Zip must be between 50cm to 65 cm in length, depending on suit size.

Stress Points

- All stress points must be stitched in such a way as to ensure that it will not come loose.

Reflective Trim

- The garment must have Fire Resistant Reflective Trim, 50 mm wide, to a pattern to be determined by the Tendered.
- The trim must retain at least 85% of its original brightness (425Ra) at 260 C.

- The trim Colour must be Fluorescent Lime-Yellow with Silver Reflective Stripe.

General

- The garment shall have no metal clips or rivets.
- The Manufacturer must offer a repair service if so required by the Tendered at a material cost basis.
- All materials used must conform to a recognized standard and documentary proof thereof must be furnished on request.

Marking

- Each Coat and each pair of Trousers must have a white woven Cotton label of a nominal size of 60 mm x 40 mm.
- All cut edges must be turned in and the label securely sewn centrally to the inside of the back of the inner shell at the top of both the coat and trousers.
- The label must provide the following information printed in legible block letters:
 - a) The manufacturer's name or trade mark or both.
 - b) The composition of the materials.
 - c) The year of manufacture.

Workmanship

- The suits shall be cut and made with first class workmanship throughout and shall be free from defects that affect their appearance or can affect their serviceability, or both, and from marks, spots and stains incurred in the making up.
- All seams shall be smooth and all stitching shall be uniform.

11. STRUCTURAL FIREFIGHTING BOOT

SCOPE

This specification defines the minimum requirements for a purpose-designed, firefighter's structural firefighting boot as defined by the National Fire Protection Association's standard NFPA 1971, Protective Ensemble for Structural Fire Fighting, 2007 Edition (hereinafter referred to as NFPA 1971).

STANDARDS / CERTIFICATION

- The manufacturer must certify that the product proposed in its bid meet or exceed all requirements of NFPA 1971, 2007 Edition.

- The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) as the third party certification organization prescribed in NFPA 1971, 2007 Edition or recognized equivalent.
- A current Certificate of Compliance from a recognized third-party testing laboratory shall be supplied with tender bid to fulfil this requirement.

CONSTRUCTION

The structural firefighting boot shall be of vulcanized rubber upper and sole construction and shall incorporate the following design elements:

- Pull-on system : Upper to feature durable pull-on rubber loop system.
- Height : Minimum 420 mm
- Color : Black/Yellow
- Upper & Lining thickness : 2.7mm (Combined). Cut resistance as per NFPA.
- Outsole : One-piece molded Lug type sole. Calendar type soles are not acceptable.
- Sole Shock Protection : 18kV Electrical shock resistance
- Insole : Sponge insole & removable high density PU insole.
- Steel Midsole : 1-piece Stainless Steel, meets EN 345 Flexing test. Steel Shank : Triple fluted 1.2mm thick, Corrosion resistant,
Meets NFPA Ladder Shank Bend Resistance
- Steel Toe Cap : Meets EN 345 Impact & Compression.
- Reflective Trim : Top & Sides (3) Retro-reflective Trim inserts.
- Shin Protection : Heavy-duty layered Shin guard.
- Arch Protection : Ribbed, layered rubber reinforced foot arch protection.
- Side Arch Protection : Reinforced, layered side arch protection.
- Ankle Protection : Added ankle padding.
- Ankle Protection : Layered rubber heavy-duty heel protection support.
- Chemical Resistance : Upper & Sole acid and alkali resistant.

MATERIALS:

- Leg lining : Kevlar/Nomex Minimum weight 160/m²; Minimum thickness 1.5mm
- Upper : Black: 65% Natural Rubber, 30% Styrene Butadiene Rubber, 5% Chloroprene Rubber.
- Foxing Rubber, : Yellow: 65% Natural Rubber, 30% Styrene Butadiene Rubber,

5% Chloroprene Rubber.

- Sole / Heel : Black: 70% Chloroprene rubber, 30% Nitrile rubber.
Oil resistant – immersion in iso-octane (22 hours at 22 C)
12% max. Change in volume.
Abrasion Resistant: DIN 53516 – 250mm max.
Hardness Shore A: 65 +- 5

LABELING REQUIREMENTS

- Labels shall be permanently and integrally printed on materials that meet all the requirements for labels of NFPA 1971.
- The element shall be clearly labelled to fully identify the material content.
- The labelling on each element shall contain manufacturing information, which shall include, at a minimum, a lot number, manufacturing date, model number, country of origin & manufacturer.

TESTING

- A leakage test shall be performed prior to delivery by the manufacturer by immersing each boot in water and applying an air pressure of not less than 50kPa.

PACKAGING

- Each pair shall be individually packaged in a clear poly-bag along with the all user information guides and information.

12. *STRUCTURAL FIREFIGHTING GLOVE*

SCOPE

This specification defines the minimum requirements for a structural firefighting glove specifically designed to withstand the effects of flame, heat, vapor, hazardous liquids, sharp objects and other hazards encountered during structural firefighting operations.

CONSTRUCTION:

Design:

- A five finger glove of wing thumb construction shall incorporate the following elements:
 - Elastic snugger band on back.
 - Leather hanger loop.
 - **Leather seam welt between thumb and index finger.**
 - Lock stitched seams: Minimum 8 stitches per 25mm; Heat resistant Kevlar 7 thread.

- Knit wrist with leather pull tab +/- 90mm wide at base.
- Knit wrist shall be a two-ply Nomex/Spandex material.

Materials Configuration:

- **The design shall be of a three layer construction consisting of the following:**
- **Outer Leather Shell**
- **Double chrome tanned Thermo cowhide.**
- **Moisture Barrier**
- **A polyurethane moisture barrier to prevent liquid penetration of chemicals and water shall be fitted.**
- **The moisture barrier tabs shall be stitched to the leather shell.**

Liner:

- A fire-retardant modacrylic Self Extinguishing Fleece liner shall be fitted.

CERTIFICATION

- The product must meet or exceed all requirements of NFPA 1971, 2007 Edition.
- Current certification/verification shall be furnished by written documentation supplied by a recognized independent third party test laboratory.
- A sample glove meeting the requirements of this specification shall be supplied upon request for inspection and verification of compliance within 10 working days.

PACKAGING

Each pair of gloves shall be individually packaged in a clear poly-bag along with the all user information guides and information.

LABELING REQUIREMENTS

- Labels shall be permanently and integrally printed on materials that meet all the requirements for labels of NFPA 1971.
- The element shall be clearly labelled to fully identify the material content.
- The labelling on each element shall contain manufacturing information, which shall include, at a minimum, a lot number, manufacturing date, model number, country of origin & manufacturer.

13. STRUCTURAL FIREFIGHTING HOOD

SCOPE

This specification defines the minimum requirements for a firefighter's structural Hood. The purpose of the hood is to afford limited protection to the head, neck and a portion of the

shoulder area, of the firefighter against adverse environmental effects during fire ground operations, as defined by the National Fire Protection Association's standard NFPA 1971, Protective Ensemble for Structural Fire Fighting, 2007 Edition (hereinafter referred to as NFPA 1971).

CONSTRUCTION

- **Workmanship and material shall be first quality throughout. All exceptions to specifications must be clearly spelled out at the time of bid.**
- **The hood and materials shall meet or exceed both the design and performance requirements for as outlined in NFPA 1971.**
- The hood shall be a double layer, full drape, yoke style design providing chest, back and partial shoulder protection.
- A tube style design shall not be acceptable.
- All head and bib seams shall be flat lock stitched.
- The bib hem shall be hemmed with a tight crochet stitch designed to eliminate bulky binding.
- The face opening shall easily stretch to a minimum of 38cm to provide superior donning and fit characteristics for any size firefighter's head.
- The face opening shall be sewn with minimum 12mm elastic and hemmed with overlock stitch.

MATERIALS

- The hood body shall consist of a double layer of 20/80 Nomex / Lenzing FR blend knit with a weight of approximately 220gram per square meter.
- All thread material shall be 100% Nomex.

LABELING REQUIREMENTS

- A flame-retardant label shall be permanently fixed to the hood by means of all four label edges being sewn to the hood.
- Labels shall be permanently and integrally printed on materials that meet all the requirements for labels of NFPA 1971.
- The element shall be clearly labelled to fully identify the material content and shall be labelled with the FEMSA-style DANGER label.
- The labelling on each element shall contain manufacturing information, which shall include, at a minimum, a lot number, manufacturing date and manufacturer

PERFORMANCE

The minimum Thermal Protective Performance (TPP) ratings shall be as follows:

- Before washing : 23
- After washing : 24

CARE INSTRUCTIONS

- The manufacturer shall provide a user information guide which complies with user information requirements of NFPA 1971, and shall reference that standard.

- Topics shall include, but not necessarily be limited to: pre-use information, preparation for use, inspection frequency and details, don/doff, use consistent with NFPA 1500, maintenance and cleaning, and retirement and disposal criteria and considerations.
- This document shall be packaged with each unit supplied.

CERTIFICATION

- The manufacturer must certify that the product proposed in its bid meet or exceed all requirements of **NFPA 1971, 2007 Edition**.
- The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) as the third party certification organization prescribed in NFPA 1971, 2007 Edition or recognized equivalent.

A current Certificate of Compliance from a recognized third-party testing laboratory shall be supplied with tender bid to fulfil this requirement.

PACKAGING

Each hood body shall be individually packaged in a clear poly-bag along with the all user information guides and information.

PRICE SCHEDULE - COMPULSORY
PROTECTIVE CLOTHING - FIRE DEPARTMENT

NOTICE 12/2017

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
 2. All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.
 3. Document MUST be completed in non-erasable black ink.
 4. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 5. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
 6. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

ITEM NO.	ITEM DESCRIPTION	UNIT	PRICE EXCL. VAT.	VAT	PRICE INCL. VAT
1	Station Wear: Operational SUMMER AND WINTER SHIRT, NFPA COMPLIANCE, COTTON RIP STOP				
SIZES	SMALL	Per shirt			
	MEDUIM	Per shirt			
	LARGE	Per shirt			
	X LARGE	Per shirt			

	XX LARGE	Per shirt			
	XXX LARGE	Per shirt			
2	Station Wear: Operational TROUSER NFPA COMPLIANCE, COTTON RIP STOP				
SIZES	28	Per trouser			
	30	Per trouser			
	32	Per trouser			
	34	Per trouser			
	36	Per trouser			
	38	Per			

		trouser			
	40	Per trouser			
	42	Per trouser			
	44	Per trouser			
	46	Per trouser			
	48	Per trouser			
	50	Per trouser			
3	Station Wear: OPERATIONAL CAP				
SIZES	ONE SIZE FITS ALL	Per Cap			

4	Station Wear: OPERATIONAL JERSEY				
SIZE	SMALL	Per Jersey			
	MEDUIM	Per Jersey			
	LARGE	Per Jersey			
	X LARGE	Per Jersey			
	XX LARGE	Per Jersey			
	XXX LARGE	Per Jersey			
5	Station Wear: OPERATIONAL T - SHIRT				
SIZE	SMALL	Per T- Shirt			

	MEDUIM	Per T-Shirt			
	LARGE	Per T-Shirt			
	X LARGE	Per T-Shirt			
	XX LARGE	Per T-Shirt			
	XXX LARGE	Per T-Shirt			
6	Station Wear: OPERATIONAL ALL WEATHER PARKA				
SIZE	SMALL	Per Parka			
	MEDUIM	Per Parka			
	LARGE	Per Parka			
	X LARGE	Per Parka			

	XX LARGE	Per Parka			
	XXX LARGE	Per Parka			
7	Station Wear: SAFETY SHOES OR SAFETY BOOTS				
SIZE	5	Per Pair			
	6	Per Pair			
	7	Per Pair			
	8	Per Pair			
	9	Per Pair			
	10	Per Pair			
	11	Per Pair			

8	SOCKS (KNEE HIGH)				
SIZE	ONE SIZE FITS ALL	Per Pair			
9	LEATHER BELT BROAD				
SIZE	30	Per Belt			
	34	Per Belt			
	38	Per Belt			
	42	Per Belt			
	46	Per Belt			
	50	Per Belt			

10	NFPA APPROVED COMPLETE BUNKER SUITE				
SIZE	SMALL	PER SET			
	MEDUIM	PER SET			
	LARGE	PER SET			
	X LARGE	PER SET			
	XX LARGE	PER SET			
	XXX LARGE	PER SET			
11	NFPA APPROVED FIRE FIGHTING BOOTS				
SIZE	5	PER			

		PAIR			
	6	PER PAIR			
	7	PER PAIR			
	8	PER PAIR			
	9	PER PAIR			
	10	PER PAIR			
	11	PER PAIR			
12	NFPA APPROVED FIRE FIGHTING GLOVES (STRUCTURAL)				
SIZE	SMALL	PER PAIR			
	MEDUIM	PER PAIR			

	LARGE	PER PAIR			
13	NFPA APPROVED DOUBLE LAYER FLASH HOOD				
SIZE	ONE SIZE FITS ALL	PER ITEM			
TOTAL					

This is a 3 year tender, which service providers must make provision for increase in their price 12 months after awarding the tender and only once in a 12 month period. Only escalation in line with CIPX will be accepted.

Delivery periodDays/Weeks.....

Authorizing Signature:..... DATE:.....

On Behalf Of:.....Name of Bidder:.....

Form of Offer - COMPULSORY

NOTICE NO: 12/2017

SUPPLY AND DELIVERY OF FIRE FIGHTING UNIFORMS AND PRTECTIVE EQUIPMENT

1. I hereby undertake to render services/goods described in the attached bidding documents to Kouga Municipality in accordance with the requirements and task directives / proposals specifications stipulated in **Bid Number: 12/2017** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the 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 / Tax compliance Status ;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - 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) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(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 fulfillment of this contract.
5. **The offered total of the Prices for the Supply and Delivery of Fire Fighting Uniforms and Protective Equipment Kouga Local Municipality be inclusive of Value Added Tax as quoted on Page Thirty Six to Fourthy (36-45) is correct.**
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 authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
	.

ACCEPTANCE

By signing this part of the Form of Offer and Acceptance Kouga Municipality accepts the tender offer. This acceptance of this offer shall form an agreement between the municipality and the tenderer upon the terms and conditions contained in this document. By signing this form of offer and acceptance it constitutes a legal and binding contract between Kouga Municipality and the tenderer.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
3
	.

DECLARATION OF INTEREST - COMPULSORY

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their 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:

3.2 Identity Number:

3.3 Position occupied in the Company(Director, trustee, shareholder).....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

3.8 Are you presently in the service of the state* **YES / NO**

3.8.1 If yes, furnish particulars.....

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

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

Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9. Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.

.....

.....

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**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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**

3.11.1 If yes, furnish particulars

.....

.....

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

YES / NO

3.12.1 If yes, furnish particulars.

.....
.....

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

YES / NO

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any directors, trustees, managers, principal shareholders Or stakeholders of this company have any interest in other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars.

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

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

Full Name	Identity Number	State Employee Number (applicable of employed by government (state))

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 - Compulsory

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad
-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic
Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or

20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?
.....%

(ii) the name of the sub-contractor?
.....

(iii) the B-BBEE status level of the sub-contractor?
.....

(iv) whether the sub-contractor is an EME? YES / NO

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :.....

9.2 VAT registration number :.....

9.3 Company registration number :.....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium	
One person business/sole propriety	
Close Coporation	
Company	
(Pty) Ltd	

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer	
Supplier	
Professional Service Provider	
Other service Providers eg. Transporter, etc	

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors,

or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

.....
SIGNATURE(S)OF BIDDER(S)

POINT ALLOCATION

		UP TO R1 000 000	ABOVE R1 000 000
		80/20	90/10
A	PRICE	80	90
B	PREFERENCE (B-BBEE STATUS LEVEL)	20	10

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS - COMPULSORY

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2 Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified if –
- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.
- 2. Definitions**
- 2.1 **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2 **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4 **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5 **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6 **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7 **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8 **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

- 5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

- 6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

Additional: If bidder requires an authorisation letter from **The DTI** please do so timeously. The following people can be contacted at The DTI:

Patricia Khumalo: Tel: [012 394 1390](tel:0123941390), email: khumalop@thedyi.gov.za
 Jaywant Irkhede: Tel; [012 394 5166](tel:0123945166), email: jirkhede@thedti.gov.za

They must furnish the following details on their company letterhead, which must also be signed by the responsible person, for each tender they wish to participate in:

1. Tendering Authority.
2. Tender No.
3. Tender Item specification and **quantity**.
4. Closing date.
5. Company Name.
6. Company physical address.
7. Full name of company representative.
- 8. List of items/components for import authorization.**
9. Supporting letters from local sub-suppliers and manufacturers.

LOCAL CONTENT DECLARATION - COMPULSORY

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.

(c)The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has

been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s)
 (C4) Tender Authority:
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content %

Pula EU GBP

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Calculation of local content				Total tender value net of exempted imported content (C12)	Local value	Local content % (per item) (C15)
		Tender price - each (excl VAT) (C10)	Exempted imported value (C11)	Imported value (C13)	Total tender value (C16)			
(C8)	(C9)							

Tender Qty	Total tender value (C17)	Total exempted imported content (C18)	Total Imported content (C19)

Signature of tenderer from Annex B _____

Date: _____

(C20) Total tender value R 0	(C21) Total Exempt imported content R 0
(C22) Total Tender value net of exempted imported content (C23) Total Imported content (C24) Total local content R 0	(C25) Average local content % of tender R 0

Annex D

Imported Content Declaration – Supporting Schedule to Annex C

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____
 (D6) Tender Exchange Rate: _____

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

Pula

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Calculation of imported content			Total landed cost excl VAT	Exempted imported value
						Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties		
(D17)	(D18)	(D19)	(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)
(D19) Total exempt imported value										
R 0										

This total must correspond with Annex C - C.21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Calculation of imported content			Total landed cost excl VAT	Total imported value
						Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties		
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)
(D32) Total imported value by tenderer										
R 0										

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - COMPULSORY

- 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	<p>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?</p> <p>(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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
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"/>
4.5.1	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 - COMPULSORY**

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This 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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION - COMPULSORY

I, the undersigned, in submitting the accompanying bid:

NOTICE 12/2017 – SUPPLY AND DELIVERY OF FIRE FIGHTING UNIFORMS AND PROTECTIVE EQUIPMENT

(Bid Number and Description)

in response to the invitation for the bid made by:

KOUGA MUNICIPALITY

(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 consortium³ 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.

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

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

JOINT VENTURE DECLARATION

Only to be completed if applicable

Submit your Joint Venture Agreement together with this annexure.

Section 1: Name of each enterprise: _____ Address of each enterprise: _____ _____ _____	
Section 2: VAT registration number(s), if any:	
Section 3: CIDB registration number(s), if any:	
Section 4: Has a original valid Tax Clearance Certificate been submitted by each enterprise? YES <input type="checkbox"/> NO <input type="checkbox"/>	
Section: 5 Percentage equity ownership by black persons (no franchise prior to elections).	%
Section: 6 Percentage equity ownership by women.	%
Section: 7 Percentage equity ownership by a person who has a disability.	%
Section: 8 Percentage of the contract value managed or executed by the HDI member.	%

SIGNED ON BEHALF OF TENDERER _____

KOUGA MUNICIPALITY

Attach resolution re authority of signatory as per instruction of Page 3 of tender document.

AUTHORITY FOR SIGNATORY

Companies submitting tenders must provide evidence that the person who signed the tender document has authority to do so, by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated, to this form. Alternatively this form may be completed by competent authority.

By resolution of the Board of Directors at a meeting held on

Mr/Ms

Has been duly authorised to sign all documents in connection with this Tender on behalf of:

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

SIGNED OF BEHALF OF COMPANY:.....

IN HIS CAPACITY AS:

SIGNATURE OF SIGNATORY:.....

COMPANY STAMP:

INDEMNITY AGREEMENTS

SUPPLIER

"I the undersigned, having been given permission by the Municipal Manager to enter the property of the Municipality for purposes of deliveries and having recognised the inherent hazards that exist in premises of this nature, hereby acknowledge that I enter the said property entirely at my own risk and that I shall have no claim against the Municipality or any of its employees, agents or mandataries for any loss, damage or injury whether fatal or otherwise, whether or not same is a result of any negligent act or omission on the part of the Municipality or any of its employees or other independent contractors or is as a result of the use of defective materials or equipment supplied by the Municipality or by way of any human or mechanical error, default or failure occurring on the said property or by way of any other cause, nothing at all excepted. Further, I hereby hold the Municipality blameless for any damage, injury or loss suffered by any person or such person's dependants as a result of the said contractual work and I undertake to compensate fully the Municipality for any loss sustained by it through and by way of such contractual work".

SIGNED:

DATE:.....

WITNESS:

DATE:

WITNESS:.....

DATE:

KOUGA MUNICIPALITY**CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES - COMPULSORY****DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)**

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Kouga Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: A municipal billing certificate must be submitted. If the entity or rents / leases premises, a copy of the rental/lease agreement must be submitted with this tender. Please refer to Instruction Page 3 of this document.

Signature	Position	Date

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this ____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
---	---

**KOUGA MUNICIPALITY
SUPPLY AND DELIVERY OF FIRE FIGHTING UNIFORMS AND PROTECTIVE
EQUIPMENT
NOTICE NUMBER: 12/2017**

SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The tenderer must insert in the space provided below, a list of work similar in nature to this Contract, completed by him/her during the past five years, or work presently being performed by his/her firm:-

Employer (Name, Tel No.)	Contact Person	Contact Telephone & E-mail	Value of Work	Year Completed

SIGNED OF BEHALF OF THE TENDERER:

KOUGA MUNICIPALITY SUPPLIER DATABASE INFORMATION – PLEASE COMPLETE IF NOT UPDATED OR LISTED ON MUNICIPAL SUPPLIER DATABASE

APPLICATION FOR UPDATE OF REGISTRATION ON KOUGA LOCAL MUNICIPALITY'S SUPPLIERS DATABASE (KLMSD)

1. BUSINESS PARTICULARS:

1.1 Name of Business as registered with the Registrar of Companies / Close Corporations (Legal Name)

.....

1.2 Name of business used for TRADING purposes, if different from 1.1 or name of business if business is not registered with the registrar (Trading Name)

.....

1.3 Registration Number as registered with the Registrar of companies / close corporations (if applicable) **OR** identity number if sole proprietor

.....

1.4 Postal Address

.....

.....

.....

Postal Code:

Physical Address

.....

.....

.....

Postal Code:.....

Telephone Number: (.....) Fax No: (.....)

E-mail Address

.....

1.5 Contact Person for database and tenders

Contact name:

Cell Number:

Email address:

Telephone: (.....)

2. BANKING DETAILS - An original (signed and stamped) bank letter from the bank not older than three months, or an original cancelled cheque must be supplied. Also the account holder must match the trading name of the organization.

2.1 Name of banking institution:

2.2 Branch Name:

2.3 Branch Code:

2.4 Town / City:

2.5 Banking account number:

2.6 Account type:

2.7 Account Holder (Name under which account is operated)

.....

3. COMMODITIES AND SERVICE PROVIDED

In order to identify your organization as a potential service provider, types of commodities or services rendered have to be classified.

<u>SECTOR CODE</u>	<u>SECTOR</u>	PLEASE TICK (√)
SCM1	Agriculture	
SCM2	Mining and Quarrying	
SCM3	Manufacturing	
SCM4	Construction	
SCM5	Retail and Motor Trade	
SCM6	Catering, Accommodation	
SCM7	Transport and Storage	
SCM8	Finance and Business services	
SCM9	Repair /allied Services	
SCM10	Communications	
SCM11	Other trade	
SCM12	Community and Social Services	
SCM13	Personnel Services	

Please specify the appropriate commodity or service that your organization provides as well as the area of supply.

SERVICE	AREA WHERE SERVICE CAN BE RENDERED

*IF MORE SPACE IS NEEDED TO SPECIFY SERVICES PLEASE ADD A PAGE

PRODUCTS	AREA WHERE PRODUCTS CAN BE SOLD

*IF MORE SPACE IS NEEDED TO SPECIFY SERVICES PLEASE ADD A PAGE

4. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I / WE, THE UNDERSIGNED, WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED TO DO SO ON BEHALF OF THE SUPPLIER, CERTIFIES THAT THE INFOMRATION SUPPLIED IN TERMS OF THIS DOCUMENT INCLUDING THE ANNEXURE/S WITH ADDITIONAL INFORMATION, IS CORRECT AND ACCURATE AND ACKOWLEDGES THAT:

- 1. The supplier will be required to furnish documentary proof of the claims, if requested to do so.
- 2. If the information supplied is found to be incorrect then the KLM may, in addition to any remedies it may have:
 - (i) Disqualify the supplier/ contractor for a particular tender/contract/project it may be considered for, or which had been awarded to the supplier / contractor;
 - (ii) Recover form the supplier / contractor all costs, losses or damages incurred or sustained by the KLM as a result of breach of the contract;
 - (iii) Cancel the contract and claim any damages which the KLM may suffer by having to make less favourable arrangements after such cancellation; and /or
 - (iv) De-register the supplier registered on the Supplier Database.

SIGNED ON THIS DAY OF 20..... AT

.....
SIGNATURE OF AUTHORISED REPRESENTATIVE	NAME IN BLOCK LETTERS

.....
IN HIS/HER CAPACITY AS

ON BEHALF OF THE (SUPPLIER'S NAME)

5. DECLARATION OF INTEREST

1. No application 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 submit a database application. In view of possible allegations of favouritism, should the resulting registration, award to persons connected with or related to persons in 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:

3.2 Identity Number:

3.3 Position occupied in the Company (Director, trustee, shareholder).....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

3.8 Are you presently in the service of the state* **YES / NO**

3.8.1 If yes, furnish particulars

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

.....
.....
3.9. Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.

.....
.....

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

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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

3.11.1 If yes, furnish particulars

.....
.....

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

YES / NO

3.12.1 If yes, furnish particulars.

.....
.....

.....

.....

Authoring Signature

Date

.....

.....

Full name

Capacity

.....

.....

Witness

Witness

<p>Commisioner of Oaths</p>

6. Undertaking

by

.....

(the "Supplier")

vis a vis the

Kouga Local Municipality

("KLM")

WITH THIS FORM PLEASE ATTACH A LATEST MUNICIPAL BILLING CERTIFICATE FOR THE BUSINESS PREMISES AND ALSO FOR ALL THE DIRECTORS, MEMBERS OR OWNERS OF THE BUSINESS. IF OFFICE PREMISES ARE BEING RENTED PLEASE ATTACH COPY OF LEASE AGREEMENT.

Whereas:

- (a) the Supplier delivers or renders services to KLM;
- (b) KLM is liable to pay the Supplier for goods delivered or services rendered; and
- (c) the Supplier is liable **to pay KLM or relevant Local Authority** any due municipal rates and taxes or municipal service charges and any other indebtedness **owed by the Supplier to the KLM or relevant Local Authority.**

Now therefore the Supplier undertakes the following:

- 1. In the event of the Supplier being in arrears in respect of any municipal rates and taxes, municipal services charges, or any other indebtedness owed by the Supplier to the relevant Local Authority; which is / are due:
 - 1.1 the Supplier shall make satisfactory and reasonable written settlement arrangements with the KLM or relevant Local Authority for the payment thereof; and
 - 1.2 failing which, the KLM may set-off any such due indebtedness owed by the Supplier to the KLM from any amount owed by the KLM to the Supplier;
- 2. To co-operate with the KLM and to do all things and sign all such documents (and / or procure same to be done) as may be necessary or requisite in order to give proper and due effect to the terms of this undertaking or any matter arising there from in accordance with its intent and purpose;
- 3. No extension of time or indulgence granted by the KLM shall be deemed in any way to affect, prejudice or derogate from its rights in any respect in terms of this undertaking, nor shall it in anyway be regarded as a waiver of the KLM's rights hereunder; and
- 4. The Supplier shall not be entitled to cede any of its right's nor delegate any of its obligations in terms of this undertaking to any other person without the prior written consent of the KLM.

Thus done and signed by the Supplier at on 20

.....
(The Supplier) duly authorized

.....
Witness