



NOTICE NO: 55/2023 - CONTRACT S1/2023

SUPPLY, DELIVERY AND OFFLOADING OF WATER FITTINGS FOR A PERIOD OF 2 YEARS

An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.

CLOSING DATE:	MONDAY, 15 MAY 2023 @ 12:00
Location for Submission of Bid	Tender Box, 21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122

Name of tendering firm:

Contact Person (*Full Names*):

Tel No.: Cell No.:

Fax No.:

E-mail:

Supplier Database No.: CSD No.:

Signature of Tenderer:

Issued By:

KOUGA LOCAL MUNICIPALITY

PO Box 21

JEFFREYS BAY, 6330

CONTACT PERSON : Mr. E. Felix email: tenders@kouga.gov.za copy
efelix@kouga.gov.za

NB: THIS TENDER WILL BE EVALUATED ON THE 80 FOR PRICE, THERE WILL ALSO BE 20 FOR SPECIFIC GOALS

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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. (Subject to MFMA Circular 90)
- TENDER DOCUMENTATION IS AVAILABLE ON E-TENDER AND AN ELECTRONIC COPY MAY BE REQUESTED FROM THE SUPPLY CHAIN OFFICE.
- 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. Latest Municipal Billing Clearance Certificate/ Copy of Municipal Account / Rental Documentation to be submitted
 6. Audited financial Statements for the last 3 financial years
 7. Any Special Conditions of Contract Documentation- Must be submitted as set out in tender contract or upon request.

PERSONAL DETAILS OF THE TENDERER

PLEASE PROVIDE THE FOLLOWING DETAILS:

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KOUGA LOCAL MUNICIPALITY					
BID NUMBER:	55/2023 – S1/2023	CLOSING DATE:	15 MAY 2023	CLOSING TIME:	12:00
DESCRIPTION	<u>SUPPLY, DELIVERY AND OFFLOADING OF WATER FITTINGS FOR A PERIOD OF TWO (2) YEARS</u>				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT:

Kouga Local Municipality:					
21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance)					
Jeffreys Bay					
6330					
Room 122					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Office	CONTACT PERSON	E. Felix
CONTACT PERSON		TELEPHONE NUMBER	042 200 2200
TELEPHONE NUMBER	042 200 2200	FACSIMILE NUMBER	
FACSIMILE NUMBER			
E-MAIL ADDRESS	tenders@kouga.gov.za	E-MAIL ADDRESS	efelix@kouga.gov.za

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILE. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A

SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

CERTIFICATION:

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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. See paragraph 1, page 22.

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 cancelling 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 wilful 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 purchasers 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)
NOTICE NO: DIRECTORATE: FINANCE
55/2023

VARIOUS STORES REQUIREMENTS FOR KOUGA LOCAL MUNICIPALITY (part 2)

Prospective Service Providers are hereby invited to submit tenders for the following contracts to Kouga Local Municipality

CONTRACT NO:	DESCRIPTION	CLOSING DATE
S1/2023	Supply, Delivery and Offloading of Water Fittings for a period of two years	Monday, 15 May 2023 at 12:00.
S2/2023	Supply, Delivery and Offloading of Valves and Pipes for a Period of Two (2) Years	Monday, 15 May 2023 at 12:00.
S3/2023	Supply, Delivery and Offloading of Black Polythene Refuse Bags for a Period Of Two (2) Years	Monday, 22 May 2023 at 12:00.
S4/2023	Supply, Delivery and Offloading of Disinfectant Dip for a Period of Two (2) Years	Monday, 22 May 2023 at 12:00.
S5/2023	Supply, Delivery and Offloading of New Tyres & Tubes for a Period of Two (2) Years	Monday, 15 May 2023 at 12:00.

Tenders

An electronic copy of the tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za as from Wednesday, 12 April 2023. After downloading the tender document from the website each prospective bidder **MUST** send a request to tenders@kouga.gov.za.

Please note:

- Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- This contract will be evaluated on the 80 (price)
- The specific goals would be for a maximum point of 20 points. To claim for specific goals prospective bidders **MUST** submit proof/required documents.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- A valid 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.
- 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 90 days from the closing date.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Any inquiries relating to this tender must be submitted in writing via e-mail to tenders@kouga.gov.za and copied to contact on tender document.

Completed documents in a sealed envelope endorsed "**NOTICE NO: 55/2023: CONTRACT DESCRIPTION AS PER THE ABOVE TABLE**", must be placed in the Tender Box 21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **DATE AS PER ABOVE TABLE at 12:00.**

C. DU PLESSIS

P.O. Box 21

MUNICIPAL MANAGER

JEFFREYS BAY
6330

For Placement: Herald – 12 April 2023

Municipal Website/ Municipal Notice Boards in all offices/areas – 12 April 2023

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 fixed for the period of the Tender. 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 and thereafter once annually**, 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 various localities in Kouga Local Municipality (Zones 1-7)
 - as may be indicated by the Kouga Local Municipality.
 - All prices tendered shall be VAT included.
 - Rates inserted should be applicable from date of appointment. The applicable measure
 - for escalation shall apply. Proof to be provided for any request for increase.

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. 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.

4. SCOPE OF CONTRACT

Supply, Delivery and Offloading of Water Fittings for a period of two (2) years to Kouga Local Municipality.

5. VALIDITY OF TENDER

Tenders shall remain valid for acceptance for a period of 90 days.

6. 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.

7. TENDER EXPENSES

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

8. 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.

9. 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.

10. 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.

11. B-BBEE

Refer to new legislation, circulars and codes regarding B-BBEE. Sworn Affidavit can be submitted in the format as indicated on page 49 of this document for QSE's and EME's.

12. CORRESPONDENCE

An active email address must be provided. All correspondence and request for information with bidder will be sent to this email address as provided on page five (5). If not submitted within the specified timeframe of the request, bid may be declared non-responsive.

14. CONTRACT PERIOD

For a period of two years.

Signed	Date	Name (block letters)	Capacity in firm

KOUGA LOCAL MUNICIPALITY
NOTICE NO: 55/2023
CONTRACT S1/2023
SUPPLY, DELIVERY AND OFFLOADING OF WATER FITTINGS FOR A PERIOD OF
TWO (2) YEARS

EVALUATION CRITERIA

Phase1	Special Conditions
Phase 2	Price Scoring
Phase 3	Specific Goals Scoring

No	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBE Status Level Contributor	10	As for B-BBEE points allocation table above.
2	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.	10	10 Points= Located within the boundaries of the Kouga Local Municipality 6 Points- Located within the boundaries of Sarah Baartman District Municipality 4 Points- Located within the boundaries of the Eastern Cape 1 Point- Outside of the boundaries of the Eastern Cape

SPECIFICATIONS & SPECIAL CONDITIONS OR CONTRACT

1. SAMPLES

- 1.1.1 Sample of any plasson and speed fit must be submitted, free of charge, before or on closing date of tender and samples must be handed in at Supply Chain Management office at St Croix Street Jeffrey's Bay (Woltemade Building)
- 1.1.2 Bidders name must be clearly marked on all samples.

2. DELIVERY OF STOCK

- 2.1.1 Bidders are responsible for the delivery of water fittings at the Municipal Stores in St. Croix Street, Jeffrey's Bay Monday to Thursday to be done between 7:30am to 15h00pm and on Friday between 7:30am to 14h00pm.

3. KEY PERFORMANCE INDICATORS.

- 3.1.1 The Kouga Municipality has a system by which service delivery is measured. The appropriate Key Performance Indicators (KPI's) to which the Service Provider in this tender will be measured are as follows.
- 3.1.2 Timeous delivery of the correct quantities as per order of items.

3.1.3 Quality of product and lead time of delivery as per tender document.

3.1.4 The Service Provider will be notified if the KPI's are not met.

4. PRICE ESCALATION

4.1.1 Prices to remain firm for one year (12 months) after award. Thereafter escalation for year two (2) will be allowed that must be market related and year three (3) with the option of a contract extension.

5. EVALUATION

5.1.1 The tender will be evaluated per item.

6. LEAD TIME

6.1.1 Lead time will not exceed two (2) working weeks from receipt of official order.

7. SPECIFICATION FOR WATER FITTINGS

- a. Plasson compression fittings must be for HDPE piping and bears the PN 16 pressure.
rating mark.
- b. Copper fittings must bear SABS mark on the product.

SPECIFICATIONS FOR BRASS FULL BORE MUNICIPAL. BALL VALVES MALE X FEMALE (ITEM NUMBER 104 AND 105)

- Hot pressed 2piece brass body – nickel plated Brass ball – hard chrome plated finished to provide a perfect seal with PTFE seats.
APPLICATION
- Bi-directional non shock services hot & cold water, fuel oils, hydraulic oils, gas oils some acids, and compressed air. Full bore = high flow rates = low pressure drops.
FEATURES
- Anti-Blow out stem, Brass Ball & Stem. Stainless steel nylock nut

KOUGA LOCAL MUNICIPALITY

NOTICE 55/2023

PRICING SCHEDULE

SUPPLY, DELIVERY AND OFFLOADING OF WATER FITTINGS FOR A PERIOD OF TWO (2) YEARS

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.
7. Rates inserted should be applicable from date of appointment. The applicable measure for escalation shall apply. Proof to be provided for any request for increase.

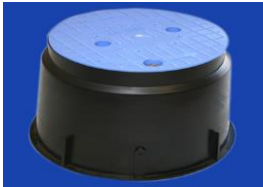
ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
PLASSON FITTINGS Compression plasson fittings must be for HDPE piping and bear the PN 16 pressure rating mark.							
							
1	Adaptor Male PLSN 20mm x ½"	each					
2	Adaptor Female PLSN 20mm x ½"	each					

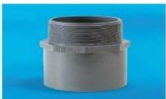
ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
3	Adaptor Male PLSN 20mm x ¾"	each					
4	Couplers Straight PLSN 20mm	each					
5	Elbows Female PLSN 20mm x ½"	each					
6	Elbows Female PLSN 20mm x ¾"	each					
7	Elbows Male PLSN 20mm X ½"	each					
8	Elbows PLSN Male 20 x ¾"	each					
9	Tees Equal PLSN 20mm	each					
10	Elbows PLSN 20mm	each					
11	Couplers Female PLSN 20mm x ¾"	each					
12	Couplers Reducing 25mm x 20mm PLSN	each					
13	Couplers Female PLSN 25mm x ¾"	each					
14	Couplers Male PLSN 25mm x ¾"	each					
15	Couplers Straight PLSN 25mm	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
16	Elbows PLSN Female 25mm x ¾"	each					
17	Male PLSN Elbows 25mm x ¾"	each					
18	Tees Equal PLSN 25mm	each					
19	Elbows PLSN 25mm x 90 degrees	each					
20	Female Elbow PLSN 25mm x ½"	each					
21	Male PLSN Straight couplers 25mm x 1"	each					
22	Female Adaptors PLSN 25mm x ½"	each					
23	Adaptors Male PLSN 25mm x ½"	each					
24	Couplers Female PLSN 32 x 1"	each					
25	Couplers Male PLSN 32 x 1"	each					
26	Couplers Reducers 32 x 25mm PLSN	each					
27	Couplers Reducing PLSN 32 x 20mm	each					
28	Couplers Straight PLSN 32mm	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
29	Elbows PLSN 32mm	each					
30	Elbow PLSN Female 32mm x 1/2"	each					
31	Elbows PLSN 32 x 3/4" Male	each					
32	Tees Equal PLSN 32mm	each					
33	Elbows PLSN Male 32mm x 25mm	each					
34	Elbows PLSN Female 32mm x 1"	each					
35	Elbows PLSN Female 32mm x ¾"	each					
36	Adaptors Female PLSN 32mm x ¾"	each					
37	Adaptors Male PLSN 32mm x ¾"	each					
38	Couplers Male PLSN 50 x 2"	each					
39	Couplers Straight PLSN 50mm	each					
40	Elbows PLSN 50mm	each					
41	Elbow PLSN Female 50mm x 2"	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
42	Couplers Female PLSN 50mm x 2"	each					
43	Equal Tees PLSN 50mm	each					
44	Elbows Male PLSN 50mm x 2"	each					
45	Adaptors Female PLSN 50mm x 1 ½"	each					
58	Saddles PLSN 32mm x ¾"	each					
59	Saddles PLSN 75mm x ¾"	each					
60	Saddles PLSN 75mm x 1"	each					
61	Saddles PLSN 75mm x 2"	each					
62	Saddles PLSN 110mm x 1"	each					
	PVC FITTINGS						
							

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
63	Saddles PVC 50mm x ¾"	each					
64	Saddles PVC 63mm x ¾"	each					
65	Saddles PVC 90mm x ¾"	each					
66	Saddles PVC 110mm x ¾"	each					
67	Saddles PVC 110mm x 2"	each					
68	Saddles PVC 160mm x ¾"	each					
69	Bibcocks ½" PVC (Brown or Red) 	each					
70	PVC Valve Box Round(Blue Lid) 250mmx260mm height	each					
71	PVC Hydrant Box Round(Yellow Lid) 250mmx260mm height	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
72	Reducing Bush PVC 25mm x 32mm M/F thread	each					
73	Reducing Bush PVC 32mm x 40mm M/F thread	each					
74	Reducing Bush PVC 40mm x 50mm M/F thread	each					
75	Reducing Bushes PVC 1" x ¾ M/F thread	each					
							
76	Socket PVC 90mm	each					
77	Socket Female PVC Faucets 90mm	each					
78	Socket Male PVC 90mm x 75mm x 3"	each					
79	Socket Male PVC 90mm x 110mm x 3"	each					
	PLUMBING & OTHER FITTINGS						
80	Bending Fluid 500ml	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
81	Insertion Rubber 3.2mm x 1.2m	p/m					
82	Keys Quick Coupling ¾"	each					
83	Toilet Seats Black (Plastic)	each					
84	Toilet Seats White D/Flap (Plastic)	each					
85	Toilet Seats (Wood) White	each					
86	Thread Seal Tape (12mm x 0.75mm x 10m)	each					
87	Beta Valve Assembly (Complete Kit) L/L C& INL. - (Side Entry)	each					
88	Complete Dual Sistern Inner - (Top Entry)	each					
89	245mm Aluminium Arm with Shoe & Stud	each					
90	110mm Orange Ball Float	each					
91	Quick Coupling Valves ¾"	each					
92	Master Bats Polycop 15mm	each					
93	Master Bats Polycop 22mm	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
94	Master Bats Polycop 40mm	each					
95	Pan Seal Rings (Wax) White	each					
96	Hacksaw Blades 24 Tand	each					
97	Hacksaw Blades 18 Tand	each					
98	Plugs for Wash Trough	each					
99	Rubber Flush Pipe - White	each					
Sample of any Copper fitting to be submitted with tender free of charge and all Fittings must bear SABS mark on product.							
100	Brass Bib Tap ¾" - Theaded End	each					
101	Crutch Head Part 15mm	each					
102	Jumper Tap ½"	each					
103	Jumper Tap ¾"	each					



ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
104	Brass full bore Mun. ball valve 20mm M x F (Male/Female threaded ends) - with handle (see attached specifications)	each					
105	Brass full bore Mun. ball valve 25mm M x F (Male/Female threaded ends) - with handle (see attached specifications)	each					
	BRASS & OTHER FITTINGS						
106	Reducing Bushes brass ½" x ¾"	each					
107	Shower Head - Single Function, Vandal Resistant, Chrome Plated ½" BSP Male Inlet Chrome	each					
108	Shower Arm Standard Local Type CP	each					
SPEEDFIT FITTINGS							
Sample of any Speedfit fitting to be submitted with tender free of charge.							
							

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
109	Equal Elbow 15mm	each					
110	Equal Elbow 22mm	each					
111	Wallplate Elbow 15mm	each					
112	Stem Elbow 15mm	each					
113	Stop End 15mm	each					
114	Stop End 22mm	each					
115	Service Valve with Handle 15mm	each					
116	Service Valve with Handle 22mm	each					
117	Female Coupler 15mm x ½"	each					
118	Reducing Straight Coupler 22mm x 15mm	each					
119	Male Straight Coupler 15mm	each					
120	Male Straight Coupler 22mm	each					
121	Female Coupler 22mm	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
122	Equal Straight Coupler 22mm	each					
123	Reducing Tee 22mm x 22mm x 15mm	each					
124	Reducing Tee 15mm x 15mm x 22mm	each					
125	Equal Tee 22mm	each					
126	Equal Tee 15mm	each					
127	Equal Straight Coupler 15mm	each					
128	Reducing Elbows 22mm x 15mm	each					
129	Pipe Insert 15mm	each					
130	Pipe Insert 22mm	each					
131	Speedfit Barrier Pipe (15BPEX) 15mm x 1.5mm x 5m	each					
132	Speedfit Barrier Pipe (22BPEX) 22mm x 2.0mm x 5m	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
							
133	Stop Tap 20mm x 20mm (UGSTV2020)	each					
134	Stop Tap 25mm x 25mm (UGSTV2525)	each					
135	Stop Tap 32mm x 32mm (UGSTV3232)	each					
136	Stop Tap 25mm x 15mm (UGSTV2515)	each					
137	Stop Tap 25mm x 22mm (UGSTV2522)	each					
CAST IRON FITTINGS AND CASCADE CLAMPS							
138	Joints Short Collars 50mm C/I Plain	each					
139	Joints Short Collars 75mm C/I Plain	each					
140	Joints Short Collars 100mm C/I Plain	each					
141	Joints Short Collars C/I 125mm Plain	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
142	Joints Short Collars 150mm C/I Plain	each					
143	Joints C/I Short Collars 200mm Plain	each					
144	Joints C/I Short Collars 250mm Plain	each					
145	Joints Short Collars C/I 50mm ½ Cut	each					
146	Joints Short Collars C/I 75mm ½ Cut	each					
147	Joints Short Collars C/I 100mm ½ Cut	each					
148	Joints Short Collars C/I 125mm ½ Cut	each					
149	Joints Short Collars C/I 150mm ½ Cut	each					
150	Joints Short Collars C/I 200mm ½ Cut	each					
151	Joints Short Collars C/I 250mm ½ Cut	each					
152	Joints C/I Short Collars 300mm ½ Cut	each					
							

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
153	C/I Long Barrel Coupling 100mm (O.D Range 98-118mm)	each					
154	C/I Long Barrel Coupling 125mm (O.D Range 132-154mm)	each					
155	C/I Long Barrel Coupling 150mm (O.D Range 159-182mm)	each					
156	C/I Long Barrel Colupling 200mm (O.D Range 192-209mm)	each					
157	C/I Long Barrel Coupling 250mm (O.D Range 235-252mm)	each					
158	C/I Long Barrel Coupling 300mm (O.D Range 302-318mm)	each					
159	Saddles C/I 50mm x ¾"	each					
160	Saddles C/I 75mm x ¾"	each					
161	Saddles C/I 100mm x ¾"	each					
162	Saddles C/I 125mm x ¾"	each					
163	Saddles C/I 150mm x ¾"	each					
164	Saddles C/I 200mm x ¾"	each					
165	Saddles C/I 225mm x ¾"	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
166	Saddles C/I 250mm x ¾"	each					
167	Saddles C/I 300mm x ¾"	each					
168	Saddles C/I 350mm x ¾"	each					
169	Saddles C/I 50mm x 1"	each					
170	Saddles C/I 75mm x 1"	each					
171	Saddles C/I 100mm X 1"	each					
172	Flanged Adaptor C/I 75mm	each					
173	Flanged Adaptor C/I 110mm	each					
174	Reducers C/I 75mm x 50mm	each					
175	Reducers C/I 90mm x 75mm (Socketed)	each					
176	Reducers C/I 100-75 (Socketed)	each					
177	Reducers C/I 110mm x 75mm (Socketed)	each					
178	Reducers C/I 160mm x 110mm (Socketed)	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
179	Flanged Tees C/I 75mm x 75mm x 75mm	each					
180	Flanged Tees C/I 100mm x 100mm x 100mm	each					
181	Flanged Tees C/I Reducers 75mm x 50mm	each					
182	Equal Tees C/I 75mm x 75mm x 75mm (socketed)	each					
183	Hydrant Tee C/I 75mm	each					
184	Hydrant Tee C/I 110mm	each					
185	Equal Tees C/I 110mm x 110mm x 110mm (Socketed)	each					
186	Couplers Repair C/I 63mm	each					
187	C/I Manhole cover + frame 450mm x 450mm	each					
188	C/I Manhole cover + frame (heavy duty) 600mm x 450mm	each					
189	Type 5 hydrant boxes cast iron	each					
190	C/I Manhole cover round + frame 550mm (heavy duty) Type 4A	each					
191	Clamps Repair Full Circle S/S 100mm (0480-08)	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
192	Repair Clamp S/S 50mm AC Piping (0288-08)	each					
193	Repair Clamp S/S 75mm AC Piping (0375- 08)	each					
194	Repair Clamp S/S UPVC 110mm (0440- 08)	each					
195	Repair Clamp S/S 125mm (0600-08)	each					
196	Repair Clamp S/S 150mm (0690-08)	each					
197	Repair Clamp S/S 200mm (0900-08)	each					
198	Repair Clamp S/S UPVC 160mm	each					
199	Repair Clamp S/S UPVC 200mm (0790- 08)	each					
200	Repair Clamp S/S 250mm	each					
201	Repair Clamp S/S 300mm	each					
202	Female Perrot Coupling with Hosetail + Rubber Seal 4"	each					
203	Male Perrot Coupling with Hosetail 4"	each					
204	Bolts & Nuts Longcollars 16mm x 140mm	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
205	Bolts & Nuts 16mm x 65mm	each					
206	Stainless Steel Allen Key Pin - Shackle 'D' 10mm	each					
207	Stainless Steel Chain Screw Pin - Shackle 'D' 12mm	each					
208	Stainless Steel Chain Screw Pin - Shackle 'D' 16mm	each					
	GALVANISE FITTINGS						
							
209	Barrel Nipple Galv. 20mm	each					
210	Barrel Nipple Galv. 25mm	each					
211	Barrel Nipple Galv. 32mm	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
212	Barrel Nipple Galv. 40mm	each					
213	Barrel Nipple Galv. 50mm	each					
214	Socket Reducing Galv. 25mm x 32mm	each					
215	Socket Reducing Galv. 20mm x 25mm	each					
216	Elbows 90 deg. Female Galv. 3/4" x 1/2"	each					
217	Elbows 90 deg. Female Galv. 15mm	each					
218	Elbows 90 deg. Female Gav. 20mm	each					
219	Elbows 90deg. Female Galv. 32mm	each					
220	Elbows 90 deg. Female Galv. 40mm	each					
221	Elbows 90deg. Female Galv. 50mm	each					
222	Elbows Reducing Male - Female 90 deg. 25mm	each					
223	Elbows Reducing Male - Female 90 deg. 32mm	each					
224	Elbows Reducing Male - Female 90 deg. 40mm	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
225	Elbows Reducing Male - Female 90 deg. 50mm	each					
226	Elbows Reducing Male - Female 90deg. 80mm	each					
227	Standpipe Galvanised Male - Male 1.5m x 15mm	each					
228	Standpipe Galvanised Male - Male 1.5m x 20mm	each					
	NYLON INSERT FITTINGS						
							
229	25mm Nylon Insert Coupling	each					
230	32mm Nylon Insert Coupling	each					
231	40mm Nylon Insert Coupling	each					
232	50mm Nylon Insert Coupling	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
233	40mm x 25mm Nylon Insert Reducer	each					
234	40mm x 32mm Nylon Insert Reducer	each					
235	50mm x 25mm Nylon Insert Reducer	each					
236	50mm x 40mm Nylon Insert Reducer	each					
237	25mm Nylon Insert Tee	each					
238	32mm Nylon Insert Tee	each					
239	40mm Nylon Insert Tee	each					
240	50mm Nylon Insert Tee	each					
	UNIVERSAL HOSE CLAMPS						
241	Clamp / GM4 4mm -12mm	each					
242	Clamp / GM4 6mm -17mm	each					
243	Clamp / GS8 14mm -27mm	each					
244	Clamp / GS12 14mm -32mm	each					

ITEM NO.	ITEM DESCRIPTION	UNIT	PRODUCT NAME (BRAND NAME)	LEAD TIME IN DAYS/WEEK (NOT EXCEEDING 2 WEEKS)	PRICE PER UNIT (Excl Vat)	VAT	PRICE PER UNIT (Incl Vat)
245	Clamp / GS16 17mm -38mm	each					
246	Clamp / GS24 25mm -51mm	each					
247	Clamp / GS28 32mm -57mm	each					
248	Clamp / GS36 44mm -70mm	each					
249	Clamp / GS40 51mm -76mm	each					
250	Clamp 80mm – 100mm	each					

NAME OF TENDERER: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

FORM OF OFFER AND ACCEPTANCE - COMPULSORY
NOTICE 55/2023
CONTRACT S1/2023
SUPPLY, DELIVERY AND OFFLOADING OF WATER FITTINGS FOR A PERIOD OF
TWO (2) YEARS

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: S1/2023** 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 fulfilment of this contract.
5. **The offered Rates of the Supply, Delivery and Offloading of Water Fittings for a period Of Two (2) Years to Kouga Local Municipality in the Pricing Schedule inclusive of Value Added Tax 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

TO BE COMPLETED BY THE ACCOUNTING OFFICER OF KOGA MUNICIPALITY

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

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 **YES/NO**
persons in the service of the state and who may be involved
with the evaluation and or adjudication of this bid?

3.10.1If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) **YES / NO**
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?

3.11.1If 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

Commissioner of Oaths

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms

of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

No	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBE Status Level Contributor	10	As for B-BBEE points allocation table above.
2	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.	10	10 Points= Located within the boundaries of the Kouga Local Municipality 6 Points- Located within the boundaries of Sarah Baartman District Municipality 4 Points- Located within the boundaries of the Eastern Cape 1 Point- Outside of the boundaries of the Eastern Cape

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

Compulsory Format for Sworn Affidavit for Exempted Micro Enterprise

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

• Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

• Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Compulsory Format for Sworn Affidavit for Qualifying Small Enterprises

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

• The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

• Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

• Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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.	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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

I, the undersigned, in submitting the accompanying bid:

NOTICE 55/2023

**SUPPLY, DELIVERY AND OFFLOADING OF WATER FITTINGS FOR A PERIOD OF
TWO (2) YEARS**

(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.

KOUGA MUNICIPALITY

Attach resolution re authority of signatory

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:

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 an original valid Tax Clearance Certificate been submitted by each enterprise?	
YES ☐ NO ☐	
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 LOCAL MUNICIPALITY**CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

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: If the entity 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

COMMISSIONER OF OATHS

Signed and sworn to before me at _____, on this
_____ day of _____ 20

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.

COMMISSIONER OF OATHS:-

Position:

Address:

Tel:

Apply official stamp of authority on this page:

KOUGA LOCAL MUNICIPALITY
TENDER NOTICE 55/2023 – CONTRACT S1/2023: SUPPLY, DELIVERY AND OFFLOADING OF WATER FITTINGS FOR A PERIOD OF TWO YEARS

The tenderer must insert in the space provided below, a list of work (goods supplied) **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	Contact Person (Name, Tel No, e-mail)	Description of Work	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

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 INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT INCLUDING THE ANNEXURE/S WITH ADDITIONAL INFORMATION, IS CORRECT AND ACCURATE AND ACKNOWLEDGES 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 from 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**

* 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);

3.8.1 If yes, furnish particulars

.....
.....

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

3.10.1If 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

3.11.1If yes, furnish particulars

.....

(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.

.....

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

YES / NO

3.12.1If 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

3.13.1If 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

.....

Authoring Signature

.....

Date

.....

Full name

.....

Capacity

.....

Witness

.....

Witness

Commissioner of Oaths

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