



<u>NOTICE NO: 40/2026</u>	
<u>ELECTRICAL MATERIAL</u>	
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 Compulsory Virtual Clarification Session will be arranged for Tuesday, 03 March 2026 @10h00 . Prospective bidders can use the very same link below which is direct from this advert, it will link them directly to the meeting. The link will also be available on the municipal website. Join Microsoft Teams Meeting https://teams.microsoft.com/meet/32740733201723?p=jl0t1hzGYkW5dSXVQc Meeting ID: 327 407 332 017 23 Passcode: HT96Nw9u	
CLOSING DATE:	FRIDAY, 20 MARCH 2026 @ 12:00
Location for Submission of Bid	Tender Box, 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122
Name of tendering firm:	
Contact Person (<i>Full Names</i>):	
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 and copy efelix@kouga.gov.za	

NB: THIS TENDER WILL BE EVALUATED ON THE 80 FOR PRICE AND 20 FOR SPECIFIC GOALS

INDEX

LIST OF DOCUMENTS TO HAND IN	3
PERSONAL DETAILS OF BIDDER / OWNERSHIP	4
GENERAL CONDITION OF CONTRACT	7
ADVERT	20
CONDITIONS OF TENDER	21
SPECIFICATIONS AND SPECIAL CONDITION OF CONTRACT	23
PRICING SCHEDULE / BILL OF QUANTITIES	38
AGREEMENT CONTRACT (FORM OF OFFER & ACCEPTANCE)	80
DECLARATION OF INTEREST	82
PREFERENCE POINTS CLAIM FORM	86
SWORN AFFIDAVIT- DTI FORMAT	91
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	95
CERTIFICATE OF INDEPENDENT BID DETERMINATION	97
AUTHORITY OF SIGNATURE	100
INDEMNITY AGREEMENT	101
JOINT VENTURE DECLARATION	102
CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES	103
SCHEDULE OF PREVIOUS WORK CARRIED OUT BY TENDERER	105

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 Tax Compliance Pin 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 (if applicable)
 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:	40/2026	CLOSING DATE:	20 MARCH 2026	CLOSING TIME:	12:00
DESCRIPTION	ELECTRICAL MATERIAL				
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:					
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]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED (IF APPLICABLE)		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	Mr. 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		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, 2022, 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-FILING. 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)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> 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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability

- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

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 anything 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 ancillaries 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 analysed 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 good's 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 fulfilment 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 purchaser's 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 purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these 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 supplier's 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 person's 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 purchaser's country.

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

KOUGA LOCAL MUNICIPALITY (EC108)
DIRECTORATE: FINANCE AND ECONOMIC DEVELOPMENT
NOTICE NO: 40/2026
ELECTRICAL MATERIAL

Prospective Service Providers are hereby invited to submit tenders for the Supply, Delivery and Offloading of Electrical Material for a Period of 3 Years.

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, 18 February 2026**. After downloading the tender document from the website each prospective bidder **MUST** ensure that all the pages of the tender document are printed.

A **compulsory virtual clarification session** will be arranged for **Tuesday, 03 March 2026 @10h00am**. Prospective bidders can use link below which is direct from this advert to access the meeting. **Please take note that no attendee arriving 10 minutes late or more** will be allowed to attend the clarification meeting.

Join Teams Meeting

<https://teams.microsoft.com/meet/32740733201723?p=jl0t1hzGYkW5dSXVQc>

Meeting ID: 327 407 332 017 23

Passcode: HT96Nw9u

Please note:

- Telegraphic, telephonic, telex, facsimile, email, or late tenders will not be accepted.
- This contract will be evaluated on the 80/20-point system. 80 points for price and 20 points for specific goals. To claim points 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.**
- **Bidders must note that the Municipality may make use of additional vetting methods to further qualify capacity of bidders to eliminate delays during project implementation.**
- 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 will 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 efelix@kouga.gov.za

Completed documents in a sealed envelope endorsed "**NOTICE NO: 36/2026: ELECTRICAL MATERIAL.**" Must be placed in the Tender Box at 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **FRIDAY, 20 MARCH 2026 at 12:00.**

C. DU PLESSIS

MUNICIPAL MANAGER

P.O. Box 21
JEFFREYS BAY
6330

For Placement: Herald/Municipal Website/ Municipal Notice Boards in all offices/areas – 18 February 2026

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 nonadherence 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 Electrical Material for a Period of 3 Years.

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 45 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 3 years from date of appointment

Signed	Date	Name (block letters)	Capacity in firm

KOUGA LOCAL MUNICIPALITY
NOTICE NO: 40/2026
ELECTRICAL MATERIAL

EVALUATION CRITERIA

Phase 1	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 below.
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
Bidders MUST submit a valid B-BBEE sworn affidavit/ certificate AND Latest Municipal Billing Clearance Certificate/ Copy of Municipal Account / Rental Documentation in the name of the bidding entity, to claim points for specific goals. Virtual offices will not be accepted.			

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.

SPECIAL CONDITIONS OF CONTRACT

1. DELIVERY OF ORDER STOCK TO KOUGA MUNICIPAL STORE.

- Deliveries will be to the Municipal Store in St. Croix Street, Jeffrey's Bay Monday to Thursday to be done between 7:30 to 15h00 and on Friday between 7:30 to 12h00.
- Only those items as listed on the pricing schedule will be evaluated. **NO ALTERNATIVE offer or any Counter Condition** will be considered.

2. KEY PERFORMANCE INDICATORS

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.

- Timeous delivery of the correct quantities as per order of items.
- Quality of product and lead time of delivery as per tender document.
- The Service Provider will be notified if the KPI's are not met.

3. TENDER EVALUATION

- The tender is divided in two (2) Parts (Part1 and Part 2) and will be awarded per section. It is compulsory that bidders must quote on all items in the sections to be considered. Failure to comply with the above will be seen as submitting a non-responsive bid. The sections are as follow,

Part 1 Section A – Line Taps -Tin Plated and Cable Glands

Part 1 Section B – Hydraulic Magnetic Circuit Breakers

Part 1 Section C – 11KV PILC Heat shrink and LV Cable Risen Joint Kits

Part 1 Section D – Lamps and Bulbs

Part 1 Section E – LED Streetlight lamp fittings

Part 1 Section F – General Electrical Goods

Part 1 Section G – Ready Boards SABS Approved

Part 1 Section H – Electrical Polyethylene Kiosks

Part 1 Section I – Heat shrink 11KV MV Terminations Kits

Part 1 Section J – Adjustable Stay Rod

Part 2 Section A - Insulators

Part 2 Section B – Ferrules Copper

Part 2 Section C – Lugs Copper

Part 2 Section D – Ferrules Aluminium

Part 2 Section E – Lugs Aluminium

Part 2 Section F – Bi – Metal Shear Ferrules & Lugs Medium Voltage

Part 2 Section G – H.T Fuse Elements Links

Part 2 Section H – Striker Pin Fuses

Part 2 Section I – J Type HRC Fuses

Part 2 Section J – Surge Arrestors, 22kv Silicone Drop Out Unit, 22kv Solid Link fuse Tube and 22kv Cut-Out Solid Link

4. PRICE ESCALATION PART 1 OF BILL OF QUANTITY

Part 1 of bill of Quantity: Tender prices for Part 1 of the bill of quantity to remain firm for one year (12 months) after awarding. Thereafter escalation for year two (2) and for year three (3) will be allowed that must be market related.

All price increases must be communicated (in advance) in writing to the Municipal (Supply Chain Management/ Store) prior to the implementation date. Price increases will only be implemented once written notification thereof has been received and accepted by the Municipality. Non – compliance herewith will be for the supplier's own account.

Proof to be supplied:

- Signed letter from your company on letterhead of price escalation
- Signed letter from the distributor/manufacturer on letterhead of price escalation.
- Breakdown on an excel format sheet stipulated the following,
 1. Item number
 2. Item description

3. Unit
4. Tender price exclusive of vat
5. Percentage of escalation
6. New price exclusive of vat

4.1 CONTRACT PRICE VARIATION CLAIM PART 2 OF BILL OF QUANTITY

4.1.2 For items in part 2 of the bill of quantity that are subject to ROE.

shall apply only to the South African Content portion and the following shall apply,

- a. Price increases on the tendered price due to rates of exchange (ROE) will only be considered if proof of the change in the rates of exchange accompanies the invoice.
- b. Successful tenderers must submit within one week after delivery all the applicable formulas, constants, and factors required for calculating price adjustment for ROE.
- c. The successful tenderers must also submit a separate invoice for the ROE payment.
- d. A Covering letter from the bidder must be submitted with the tender document that indicate the rate of exchange, currency date and month used.

5. BRAND NAMES

It is compulsory that brand names must be specified in the bill of quantity at each section to be considered. Failure to comply with the above will be seen as submitting a non-responsive bid. The purpose of the brand names is to ensure that the bidder deliver the tendered product.

6. TECHNICAL DATA SHEETS FOR ELECTRICAL MATERIAL

It is compulsory that bidders must submit a technical data sheet for the following electrical material **with the tender document**. Failure to submit will be seen as submitting a non – responsive bid.

1. 11kV PILC Heat shrink Joints (Eskom Spec) with Shear – Off ferrules
2. +- 56WattLED Post Top Fitting
3. +-56Watt LED Streetlight Lamp Fitting
4. +- 107Watt LED Streetlight Lamp Fitting
5. 22kV Silicone Rubber Line Post Insulator
6. SABS/SANS Approved Ready Board
7. Electrical Polyethylene Kiosks
8. Surge Arrester 12kV Silicone Rubber 10Ka
9. Surge Arrester 24kV Silicone Rubber 10Ka
10. 22kV Silicone Rubber Drop Out Unit C-Type (Eskom Specification)
11. 22kv Solid Link Fuse Tube

7. MATERIAL

All material offered shall be new and the best obtainable for their respective application, and shall comply with the respective SANS, NRS or British Standard Specifications.

8. PROVEN PREVIOUS EXPERIENCE

All bidders must provide proof of their ability to render the services applicable to the deliverables in this tender and it must be submitted with the Bid. **Proof of previous similar tenders successfully completed must be submitted.** Proof can be in the form of but not limited to appointment letters, reference letters, detailed invoices/ orders, signed SLAs, etc. Failure to submit will be seen as submitting a non – responsive bid.

9. LEAD TIME

See lead time of each electrical product in the bill of quantity Part 1 and Part 2 per section.

10. BIDDERS COMPLIANCE CHECKLIST

If the bidder is not able to respond positively to all the points below.

Item No.	Special Conditions to the Request for formal Tender	Bidders Compliance Checklist (Yes or No)
	Compliance To Tender Specifications The bidders shall acknowledge his/her compliance with the relevant specifications as stipulated in his document	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Compliance to International/National Standards and NRS Guidelines The material supplied are following the relevant and applicable SANS, IEC Standards and NRS Guidelines	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.	Material Datasheets The bidders shall submit all Datasheets applicable to the material supplied at point 6 of the special conditions of tender.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	Rates of Tender Confirmation that rates will be as at point 4 and 4.1 of the special conditions of tender.	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.	Delivery Time The lead time for the delivery shall be as specify in the bill of quantity after the award of the Request for Formal Tender to the successful bidder. The delivery address shall be at the Kouga Local Municipal Store 14 St. Croix Street Jeffrey Bay	Yes <input type="checkbox"/> No <input type="checkbox"/>

6.	Proven previous experience. Bidders must submit proof of similar contracts	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Brand names Brand names must be specified in the bill of quantity at each section	Yes <input type="checkbox"/>	No <input type="checkbox"/>

11. CIRCUIT BREAKERS – Part 1 Section B

- a. All circuit breakers quoted for, and supply must be hydraulic magnetic circuit breakers.
- b. All circuit breakers must comply with SANS VC8036.
- c. **All circuit breakers in Part 1 section B item number 1 to 8 must be Embossed with the letters KM and cost must be included in the rates.**

12. SPECIFICATIONS OF READY BOARD – Part 1 Section G

- a. Must be SANS approved, and certificate must be submitted with tender document, failure to submit for this product will be seen as non-responsive.
- b. 1 x 63amp earth leakage unit
- c. 3 x 16amp switched/plug Sockets.
- d. 1 x 6amp Euro Socket
- e. 2 x 20amp circuit breakers
- f. 1 x switched bulkhead **with 13watt LED 1365lm B22 stick globe.**
- g. 1 x hinged dust cover.

13. TECHNICAL DATA SHEETS FOR ALL THREE (3) LED STREETLIGHT LAMP FITTINGS

- a. Technical data sheets for the LED Post Top, +-56watt and +-56watt, +-107watt streetlight lamp fittings must be submitted with tender document. Failure to submit for the above products will be seen as non-responsive.



13.1 Specifications for the LED luminaire shall be designed to meet the Lighting criteria for Group ‘B3’ roads. The luminaire shall be designed in accordance with the following requirements: Part 1 Section E number 2 and 3 in Bill of Quantity.

- 13.1.1. Design life: In excess of 25 years

IP rating: IP66 (Lamp and gear compartment)
Insulation classification: Class 1
Compliance standard: SANS / IEC 60598-2-3

- 13.1.2. The luminaire shall operate at all times within safe operating temperature without requiring dimming.
- 13.1.3. The luminaire shall incorporate a surge protection device of 10kA minimum.
- 13.1.4. Minimum IP rating of the light compartment, including driver compartment: IP66.
- 13.1.5. The protector shall be smooth, for easy cleaning, and shall be manufactured of tempered glass (IK08) or high-impact acrylic (IK10).
- 13.1.6. It shall be certified, in terms of IEC 60598, to operate at an ambient temperature of 35°C. The thermal design shall be particularly designed for African exterior conditions, i.e. elevated temperatures, high pollution, corrosion resistant.
- 13.1.7. The LED life expectancy shall be 100,000 hours rated life to its TC. (Documentary evidence from the LED manufacturer, by means of an appropriate datasheet, confirming the statistical correlation, shall be provided).
- 13.1.8. Use of high efficiency LED's (lumens/watt sufficient that will support the 125W Post Top M/V, 125W M/V streetlight and 250W M/V streetlight fitting led replacement)
- 13.1.9. Colour temperature shall be neutral white (4 000K). A report from the LED vendor, for LED's used in the luminaire, shall be submitted, which shall include the following documentary evidence: Measured LED junction temperature for a given test condition and extrapolated for an ambient temperature of 35°C.
- 13.1.10. LED drive current.
- 13.1.11. LED manufacturer data that clearly correlates LED junction temperature and LED drive current to lumen maintenance.
- 13.1.12. LED's to be connected in series.
- 13.1.13. Direct conduction & maximized surface for external heat exchange shall be provided.
- 13.1.14. The LED cards shall be made on metal core (PCB) printed circuit board. Thermal conductive paste to be used between the PCB and body that is the heat sink.
- 13.1.15. The luminaire housing shall be constructed of marine grade high pressure die cast LM6 (EN 1706 AC-44300) aluminium and fasteners must be manufactured with 304 grade stainless steel. Tenderers shall submit a metallurgical report from an independent metallurgist confirming the grade of aluminium for all the luminaires offered. The housing shall be robustly constructed, weather-proof, hail-proof, insect-proof, corrosion proof, ultraviolet light resistant and vandal resistant.
- 13.1.16. Luminaire closure shall be by means of a single movement clip mechanism at the rear of the luminaire and secured by a tamper-proof screw to minimise theft and vandalism.
- 13.1.17. Should be a control gear and LED compartment.
- 13.1.18. The power supply connection must take place inside the luminaire.
- 13.1.19. LED card for streetlight fittings must be ZHAGA compliant and available for the procurement of goods and must carry a warranty of 5years.

13.1.20 The LED module shall have a minimum efficiency of 160lm/w at a driving current of 500mA.

13.1.21 The LED streetlight control gear compartment and its lid shall be able to accommodate the fitment of a NEMA (ANSI) or Zhaga 3,5 or 7 pin node receptacle whilst retaining IP66 rating.

13.1.22 The LED streetlight must also accommodate the fitment of a standard 5amp S/P din rail MCB or Fitment of a cutout / disconnect switch whilst retaining IP66 rating.

13.2 +-56W LED POSTTOP SIMILAR TO PICTURE: Part 1 Section E number 1 in Bill of Quantity



LED TECHNICAL SPECIFICATIONS

13.2.1 Total Luminous Flux (lm) – 3000 lm – 6000 lm

13.2.2. LED life cycle: 50 000 hours
Maximum junction temperature: 95°C
Colour rendering: >80 CRI

13.2.3. Luminaire Technical data.

IP rating: IP65

Insulation classification: Class 1

Compliance standard: SANS / IEC 60598-2-3

Control gear IP rating: IP67

Spigot material: Gravity die - cast LM6 aluminium finished with durable corrosion and weather-resistant epoxy powder coating.

Stainless steel spigot screws for all weather conditions.

Lid: Luminaire cover made from a spun aluminium.

Securing knob: The knob to be manufactured from a gravity die-cast LM6 aluminium and powder coated to match the body.

Luminaire colour option: Light grey

Diffuser: Vacuum-formed UV-stabilised polycarbonate, sealed to be base and luminaire cover with silicone gaskets.

Control gear: IP67 enclosed 700mA constant current driver.

Mounting: Spigot secured to the pole by means of three stainless grub screws.

Mounting spigot size: Ø76mm.

Mounting height: 3m to 5m.

Electrical connection: A two-way 15amp connector block provided.

Power supply: 220V to 240V AC 50 Hz.

Insulation classification: Class 1

Surge protection: On board 10Kv surge protector.

14. ELECTRICAL POLYETHYLENE KIOSKS

POLYETHYLENE KIOSK SPECIFICATIONS – Part 1 Section H in Bill of Quantity

Distribution Kiosks, Polyethylene: 4-Way, 6-Way, 9-Way, and 12-Way Double Door Kiosks

14.1.1. Polyethylene

- a) Shall be manufactured from compounded dark grey UV stabilized Linear Low Density Polyethylene (LLDPE) using rotational moulding. Such UV Polyethylene to carry a 25-year UV guarantee.
- b) The design of the unit to be such that all external surfaces are “rounded” to prevent buckling.
- c) Shall be rigidly moulded and have high impact resistance and dielectric strength.
- d) Kiosk wall thickness shall be at least +4mm throughout.
- e) LLDPE powder used must be chemically resistant and resistant to deterioration from prolonged contact with soil and/or moisture.
- f) Must be resistant to abrasion and heat and specifically treated with stabilizing additives to provide enhanced UV breakdown resistance.
- g) Materials used must be free from blowholes and defects.

14.1.2. Frame:

- a) Root must be moulded incorporating a self-supporting polyethylene equipment- mounting panel, to decrease the likelihood of condensation.
- b) The frame must contain a 19mm wooden block board inserted the whole width and length of the frame.

14.1.3. Colouring

All Kiosks shall be coloured “Light Grey – UV25.”

14.1.4. Doors & Hinges

- a) Must be manufactured from polyethylene.
- b) Danger labels on the doors must be of the mould-in graphic type.
- c) Doors must open at least 130 degrees with hinges being an integral part of the moulding process.

- d) No piano hinges will be accepted.
- e) Doors to be removable on site for ease of installation, maintenance and replacement (where necessary).
- f) Stainless steel standard pad lockable facilities to be provided for both doors unless otherwise stated.
- g) A polyethylene legend holder with card must be riveted to the inside of the consumer door.
- h) All rivets, bolts, nuts, washers and set screws must be Stainless Steel.

14.1.5. Cable Termination

Galvanized heavy duty Unistrut gland plate must be installed on both the incomer and consumer side of the kiosk, for cable termination and must be connected to the Earth and neutral bars by means of 70mm sq cable.

The cable gland holes must be drilled to accommodate from 16mm to 240mm cables.

14.1.6. Busbars

- a) All kiosks must be fitted with phase busbars, earth bars, and neutral bars.
- b) All Busbars to be high conductivity tinned copper.
- c) Phase Busbars are to be mounted horizontally on a moulded 3Ph stagger polyethylene Busbar holder.
- d) Phase Busbars must be capable of accommodating 3 x 300mm cables (per phase) and must be heat shrink colour coded red, white, and blue.
- e) A polyethylene Busbar shroud, which is enclosed on top and sides for safety, to be fitted over the phase Busbars.
- f) The Busbar shroud is to include a mould-in graphics danger label, as well as a trafalite danger live Busbars label.
- g) Busbars must be predrilled prior to tinning or galvanizing.
- h) Busbars must be fitted with close tolerance stainless steel bolts, nuts, spring and flat washers at all connecting points.
- i) Neutral and Earth bars are to be fitted to the consumer side of the kiosk and must extend through to the incoming side.
- j) No interconnecting cables will be allowed.
- k) Earth and Neutral bars to be connected by means of 70mm wire (green), bolted to Unistrut.
- l) Phase, neutral and earth bar shall be dimensioned as detailed.

Distribution Kiosk Type	Main & Neutral Busbars			Earth Bar	
	Cross Section (mm)	Pre-drilling Requirements (Excl. Mountings)		Cross Section (mm)	Pre-drilling Requirements (Excl. Mountings)
		Main Busbars	Neutral Busbar		
4-Way	25 x 6 (470A)	2 x 6.5 2 x 10.5	6 x 6.5 2 x 10.5	25 x 6	6 x 6.5
6-Way	25 x 6 (470A)	3 x 6.5 3 x 10.5	9 x 6.5 3 x 10.5	25 x 6	9 x 6.5
9-Way	32 x 6 (560A)	4 x 6.5 3 x 10.5	12 x 6.5 3 x 10.5	32 x 6	12 x 6.5 3 x 10.5

12-Way	40 x 6 (680)	6 x 6.5 3 x 10.5	12 x 6.5 3 x 10.5	40 x 6	12 x 6.5 3 x 10.5
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14.1.7 See pictures of Polyethylene kiosks below,



4 Way Polyethylene kiosks front and back interior view



6 Way Polyethylene kiosks front and back interior view



9 Way Polyethylene kiosks front and back interior view



Way Polyethylene kiosks front and back interior view



15. LOW VOLTAGE CABLE RESIN FILLED JOINTS – Part 1 Section C number 5 - 10

- a) The resin filled joint kit shall comprise a self-sealing plastic mould of high mechanical strength having sufficient connector space.
- b) The exact amount of cold hardening resin shall be provided in a two-compartment plastic bag.
- c) The resin shall have absolute minimum shrinkage.
- d) The mould and resin shall be completely waterproof and non-hygroscopic and shall be resistant to ultraviolet radiation.
- e) Joint kits shall be of "SCOTCHCAST", "CELLPACK" or similar.

16. PVC ELEC. INSULATING TAPE FLAME RETARDANT – Part 1 Section F item number 19

- a) Vinyl electric Insulation tape with Polyvinyl chloride (PVC) backing.
- b) Super strong adhesion
- c) Fade resistant; Flame retardant; Lead free; Pressure-sensitive rubber-based adhesive; Compatible with solid di-electric cable insulations; Compatible with rubber and synthetic splicing compounds, as well as epoxy and polyurethane resins; Inhibits corrosion of electrical conductors; Indoor and outdoor applications; Available in black, red, white, green, and yellow. Excellent resistance to abrasion, moisture, alkalis, acids, corrosion, and varying weather conditions (including ultraviolet exposure).
- d) The combination of elastic backing, and aggressive adhesive must provide moisture-tight electrical and mechanical protection with minimum bulk; and must be able to withstand low and elevated temperatures.

e) **Black Tape**

- I. 33+ Vinyl Electrical Tape is based on polyvinyl chloride (PVC) and/or it is co-polymers and has a rubber-based, pressure-sensitive adhesive.
- II. The tape shall be 7 mils thick, and be UL Listed and marked per UL Standard 510 as "Flame Retardant, Cold and Sunlight Resistant.
- III. The tape must be applicable at temperatures ranging from 0°F through 100°F (-18°C through 38°C) without loss of physical properties.
- IV. The tape shall be classified for use in both indoor and outdoor environments.
- V. The tape shall be compatible with synthetic cable insulations, jackets, and splicing compounds.
- VI. The tape will remain stable and will not telescope more than 0.1 inches when maintained at temperatures below 120°F (50°C).

f) **Coloured tape**

- I. Tape 35 is based on polyvinyl chloride (PVC) and/or its copolymers and has a rubber-based, pressure-sensitive adhesive.
- II. The tape shall be 7 mils thick, and be UL Listed and marked per UL Standard 510 as "Flame-Retardant."
- III. The tape shall be compatible with synthetic cable insulations, jackets, and splicing compounds.
- IV. The tape will remain stable and will not telescope more than 0.1 inches when maintained at temperatures below 122°F (50°C)

17. WEATHERPROOF PADLOCK – Part 1 Section F item number 7 and 8

The Sterling weatherproof padlock must be for outdoors and coastal regions as the padlock is protected in a thermoplastic weatherproof jacket. Features include steel laminated body, protected hardened steel chrome plated shackle, double locking and protective cover over keyhole. Must have a 10 year guarantee.

17.1 SPECIFICATIONS ITEM NUMBER 7

Body Size (mm): 47H x 49W x 31D
Clearance (mm): 18.5 Horz. x 25 Vert.
Shackle Diameter: 8mm
Laminated body
Keyed Alike
Locking Type – Key



17.2 SPECIFICATIONS ITEM NUMBER 8

Body Size (mm): 42H x 50W x 30.5D
 Clearance (mm): 42.5 Horz. x 80 Vert.
 Shackle Diameter: 8mm
 Long Shackle
 Laminated body
 Keyed Alike
 Locking Type – Key



**18. Specifications for the Float Switch Mercury ball Type Model FS13 - Part 1
 Section F Item number 9**

Liquid Temperature	Min 0 °C (32°F) Max 60 °C (140 °F)
Liquid Density	Min 0.65g/cm ² Max 1.5 g/cm ²
Protection	IP 68 @ 20 M (65ft)
Working Pressure	35 MPa
Switching Speed	600/Min

Contact Life	10 million switches
Contact Type	Microswitch with NO and NC contacts
Switching Angle	20° (From Horizontal)
Max Voltage	750 V ac
Max Current	6 amp (COS 0°)
Cable Material	PVC
Cable size	7mm /3 x 1.5mm ²
Housing Material	ABS – Acrylonine Butadiene Styrene

**19. Specifications of the Surge Arrester 12Kv Silicon Rubber 10Ka – Part 2
Section J item number 1**

Rated Voltage (Ur):.....12 kV
MCOV (Uc):.....10.2 kV
Maximum Residual Voltage (8/20µs @ 10 kA): ...36 kV
Nominal Discharge Current (In):..... 10 kA
Creepage Distance:430mm
Housing material.....Silicone Polymer
Colour:Grey

**19.1 Specifications of the Surge Arrester 24Kv Silicon Rubber 10Ka – Part 2
Section J item number 2**

Rated Voltage (Ur):.....24 kV
MCOV (Uc):.....19.5 kV
Maximum Residual Voltage (8/20µs @ 10 kA): ...72 kV
Nominal Discharge Current (In):..... 10 kA
Creepage Distance:830mm
Housing material:.....Silicone Polymer
Colour:Grey

20. Specifications of the 22 kV Silicone Rubber Drop Out Unit C-Type (Eskom Spec) – Part 2 Section J item number 3

Dry Power Frequency (50Hz) withstand Voltage:.....150 kV (60 s)
Wet Power Frequency (50Hz) withstand Voltage:.....50 kV (60 s)
Lightning Impulse withstand Voltage:
Top & Bottom Terminals to mounting Stem: 150 kV
Across Isolating Distance:.....170 kA
Continuous Current:.....200 A
Breaking Capacity (SYM):.....4 kA (without Arc Shortening Rod)
Short Time withstand Current (with Solid Link):.....4 kA (3 s)

Load Break Current:.....5 A
 Creepage Distance:757mm
 Arcing Distance:.....260mm
 Standards:..... IEC 60282-2; NRS 035-1

**21. Specifications of the 22 kV Solid Link Fuse Tube (for C-Type Drop Out Unit)
 – Part 2 Section J item number 4**

Max. Fuse Rating:.....100 A
 Breaking Capacity (SYM):... 4 kA (without Arc Shortening Rod)
 Standards:.....NRS 035-1

**22. Specifications of the 22kV Silicone Rubber Line Post Insulator (Part 2
 Section A item no.1)**

Dry Power Frequency(50Hz) withstand voltage: 150kV
 Wet Power Frequency (50Hz) withstand voltage: 50kV
 Lightning Impulse withstand voltage: 170Kv
 Creepage distance: 760mm
 Specified Cantilever Load (SCL): 11KN
 Arcing distance: 265mm

**23. Specifications of the Insulation Piercing Connectors (Part 1 Section F item
 number 33 and 34)**

Connectors for main line current
 Suitable for live line tapping into aerial bundle conductors AL-AL or AL-Cu
 Watertight connection withstanding 6kV flashover in water
 Single bolt shear connector
 Colour – Black

Tender item no.	Cat. No.	Range	
		Main Cond (mm ²)	Tap Cond (mm ²)
Part 1 Section F item no. 33	TTD 151 – PC2	16-95mm ²	6-35mm ²
Part 1 Section F item no.34	PC3WP1CF	25-95mm ²	25-95mm ²

KOUGA LOCAL MUNICIPALITY
NOTICE NO: 40/2026

ELECTRICAL MATERIAL

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, please see tender conditions point 1.

PRICING SCHEDULE

PART 1

SECTION A

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	LINE TAPS - TIN PLATED					
						
1	Line Taps Copper - 16mm (MO6)	each		R	R	R
2	Line Taps Copper - 35mm (MO2)	each		R	R	R
3	Line Taps Copper - 70mm (MO3)	each		R	R	R
	CABLE GLANDS WITH PVC SHROUDS Glands must bear the SABS/SANS 1213 mark					

						
4	NO. 0 Armoured Cable Gland with PVC Shroud - Indoor @ Outdoor	each		R	R	R
5	NO. 1 Armoured Cable Gland with PVC Shroud - Indoor @ Outdoor	each		R	R	R
6	NO. 2 Armoured Cable Gland with PVC Shroud - Indoor @ Outdoor	each		R	R	R
7	NO. 3 Armoured Cable Gland with PVC Shroud - Indoor @ Outdoor	each		R	R	R
8	NO. 4 Armoured Cable Gland with PVC Shroud - Indoor @ Outdoor	each		R	R	R
9	NO. 5 Armoured Cable Gland with PVC Shroud - Indoor @ Outdoor	each		R	R	R
10	NO. 7 Armoured Cable Gland with PVC Shroud - Indoor @ Outdoor	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING 3 WEEKS

PART 1

SECTION B

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	<p>CIRCUIT BREAKERS HYDRAULIC MAGNETIC CIRCUIT BREAKERS - KM EMBOSSED ON C/ BREAKER ITEM 1 TO 8</p> 					
1	5 Amp S/Phase C/Breaker 3kA 240V 50Hz QAL 18305	each		R	R	R
2	15 Amp S/Phase C/B 6kA 240V 50Hz QF - 1 (26) QFE18215	each		R	R	R
3	20 Amp S/Phase C/B SKI/G3 6kA 240V 50Hz QF -1(26) QFE18120	each		R	R	R
4	63 Amp S/Phase C/B SKI/G3 6kA 240V 50Hz QF -1(26) QFE18163	each		R	R	R
5	63 Amp T/Pole C/Breaker SX3/G3 6kA 415V 50Hz QF -3(26) QFE38163	each		R	R	R
6	80 Amp S/Phase C/Breaker 6kA 240V 50Hz QF -1(26) QFE18180	each		R	R	R
7	80 Amp T/Pole C/B SX3/G3 6kA 415V 50Hz QF -3 (26) QFE38180	each		R	R	R
8	100 Amp T/Pole C/B SX3/G3 6kA 415V 50Hz QF -3(26) QFE382100	each		R	R	R
9	125Amp T/Pole C/Breaker 6kA 415V 50Hz QF -3(26) QFE382125	each		R	R	R
10	150 Amp T/Pole C/Breaker 25kA - LV Max 1000V J25S150	each		R	R	R
11	200 Amp T/Pole 25kA C/Breaker J25S - LV Max 1000V J25S200	each		R	R	R
12	250 Amp T/Pole C/Breaker 25kA - LV Max 1000V J25S250	each		R	R	R

13	300 Amp T/Pole C/Breaker 20kA - LV Max 1000V L20B300	each		R	R	R
14	400 Amp T/Pole C/Breaker 40kA MCCB L20B/L40B	each		R	R	R
15	60Amp Earth Leakage Unit S/Phase 2.5kA QA17C63	each		R	R	R
16	60Amp Earth Leakage Unit T/Pole 2.5kA QA36CW63	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING 3 WEEKS

PART 1

SECTION C

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	<p>11KV PILC HEATSHRINK JOINTS (ESKOM SPEC) WITH SHEAR - OFF FERRULES KIT</p> <div style="display: flex; justify-content: space-around;">   </div>					
1	11KV PILC 3 Core Inline Joint Kit for 16mm-50mm with shear off ferrules	each		R	R	R
2	11KV PILC 3Core Inline Joint Kit for 50mm-95mm with shear off ferrules	each		R	R	R
3	11KV PILC 3 Core Inline Joint Kit for 120mm-185mm with shear off ferrules	each		R	R	R
4	11KV PILC 3Core Inline Joint Kit for 185mm-400mm with shear off ferrules	each		R	R	R
	<p>LV CABLE RESIN JOINT KITS</p> <div style="text-align: center;">  </div>					
5	Cable Resin Joint Kit low voltage 1.5mm - 4mm	each		R	R	R
6	Cable Resin Joint Kit low voltage 10mm - 16mm	each		R	R	R
7	Cable Resin Joint Kit low voltage 16mm - 35mm	each		R	R	R
8	Cable Resin Joint Kit low voltage 50mm - 95mm	each		R	R	R

9	Cable Resin Joint Kit low voltage 120mm - 150mm	each		R	R	R
10	Cable Resin Joint Kit low voltage 150mm - 240mm	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING 3 WEEKS

PART 1

SECTION D

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
LAMPS / BULBS						
1	9-Watt LED bulb E27	each		R	R	R
2	9-Watt LED bulb B22	each		R	R	R
3	12-Watt LED bulb E27	each		R	R	R
4	12-Watt LED bulb B22	each		R	R	R
5	5FT. Double LED flourescent fitting T8 - open channel	each		R	R	R
6	5FT 24Watt LED Tubes T8 D/Light	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING 2 WEEKS

PART 1

SECTION E

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	STREETLIGHT LED LAMP FITTINGS					
1	LED Post Top fitting with wattage of +-56W with lumens ranging between 3000lm - 6000lm (see specifications at point 13.2 for LED lights)	each		R	R	R
2	LED Streetlight fitting with wattage of +-56W with lumens ranging between 3000lm - 6000lm (see specifications at point 13.1 for LED Lighs)	each		R	R	R
3	LED Streetlight fitting with wattage not more than +-107W with lumens ranging between 1600lm - 18500lm (see specification at point 13.1 for LED lights)	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING 4 - 5 WEEKS

PART 1

SECTION F

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	GENERAL ELECTRICAL GOODS					
1	40 uF Capacitors; 50Hz; 250Vac	each		R	R	R
2	1000-Watt Ballast HPS 230V;10,3A; 50Hz	each		R	R	R
3	1000 W Ignitors 3,5-5kV;10.3A;230V	each		R	R	R
4	15amp 3Pin Flushmount 220-240 Vac 50Hz Daylight Switch for LED streetlight lamps - Model AR20N	each		R	R	R
5	25 Amp National 240V Daylight Switch	each		R	R	R
6	25Amp Streetlight Contactors 3phase 230V Magnetic 50Hz	each		R	R	R
7	WEATHERPROOF PADLOCKS KEYED ALIKE					
	45mm Weatherproof Padlock with hardened steel chrome plated shackle (One key fits All) (see specifications at point 17.1) 	each		R	R	R

8	<p>50mm Weatherproof Padlock with hardened steel chrome plated shackle (One key fits All) (see specifications at point 17.2)</p> 	each		R	R	R
9	<p>Float Switch Mercuryball Type Model FS13 (see specifications)</p> 	each		R	R	R
10	CRC 2/26 Spray 400ml	each		R	R	R
11	TECTYL 506 Spray 400ml	each		R	R	R

12	Silicon Spray 400ml	each		R	R	R
13	Band IT S/S Strapping 19mm x 30m Heavy Duty	Roll		R	R	R
14	Band IT Buckles 19.5mm (box of 100)	p/box		R	R	R
15	Denzo Tape 50mm x 10m (see picture) 	Roll		R	R	R
16	Self-Bonding Electrical Tape M/V 19mm x 0.76mm x +-10m (see picture) 	each		R	R	R

17	Scull & Crossbone detector tape 150mm x 500m - Colours Red writing on yellow background (see picture) 	Roll		R	R	R
18	Electrical Insulation Putty Tape 38mm 3.2mm x 1.5m (see picture) 	each		R	R	R
19	PVC Elec. Insulating. Tape Flame Retardant 0.18mmx18mmx20m (all colors)	each		R	R	R
20	Cable Ties 198 x 4.7mm (black / White) (pack of 100)	p/pack		R	R	R
21	Cable Ties 390 x 7.8mm (black / White) (pack of 50)	p/pack		R	R	R
22	Hacksaw Blades 32P 250mm	each		R	R	R
23	Single phase Plugtops 15amp (see picture) 	each		R	R	R

24	Surface Double Industrial Socket Outlet 250V - 16amp - Metal Box (White) (see picture) 	each		R	R	R
25	Almun Splice joints (Fargo joints) 35mm (see picture) 	each		R	R	R
26	Hare Spices (Fargo Joints) 70mm Alum	each		R	R	R
27	Airdac Strain Clamp 10-16mm 1000V Thermo Plastic (see picture) 	each		R	R	R

28	Suspension Assembly 1000V Cast Aluminium & Thermo Plastic (Suspension Assembly for ABC) (see picture) 	each		R	R	R
29	Strain Assembly 1000V Cast Aluminium & Plastic (see picture) 	each		R	R	R
30	Electrical Insulating Working Gloves Size 10 Class 0 Length 360mm	pair		R	R	R
31	Wall Anchors 6mm x 70 mm	each		R	R	R
32	Pigtail Screws 140mm weight 0.076 kg SAP nr 0163765 (see picture) 	each		R	R	R
33	Insulation Piercing Connectors Type PC2-1 Main Cond. (mm ²) 16- 95 Tap cond (mm ²) 6-35 (see picture)	each		R	R	R

						
34	Insulation Piercing Connectors Type PC3WP1CF Main Cond. (mm ²) 25-95 Tap Cond.(mm ²) 25-95			R	R	R
35	Guy Grips (top) double wrap	each		R	R	R
36	Guy Grips (bottom) Single wrap	each		R	R	R
37	Electrical Cleaner 20l. - non flammable	each		R	R	R
38	PG Clamp 2 Bolt Bi-Metal Gold Type 70mm (see picture)	each		R	R	R
						
39	16mm Threaded Rods (1m lengths, m20 nuts and washers) Galv.	each		R	R	R
40	16mm Steel Nuts normal Galv.	each		R	R	R
41	16mm Steel Flat Washers normal Galv.	each		R	R	R
42	20mm Threaded Rods (1m lengths, m20 nuts and washers) Galv.	each		R	R	R
43	20mm Steel Nuts normal Galv.	each		R	R	R

44	20mm Washers normal galv.	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING 3 WEEKS

PART 1

SECTION G

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	READY BOARD SABS APPROVED					
1	Ready board with 3 x 16 Amp Plug Sockets, 1 X 6 Amp Euro Socket, 1 x Switch Bulkhead and 1 x QA17C 63Amp earth leakage, 2 x QA-1 (13) 20Amp Circuit Breaker (with Stick 13W LED B22 light bulb) <div style="text-align: center; margin-top: 10px;">  </div>	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING 3 WEEKS

PART 1

SECTION H

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT EXCL
	ELECTRICAL POLYETHYLENE KIOSKS					
						
1	4 Way Polyethylene Type 4W with double door. Box size ± 800 x 600 x 370mm Fire Board size 500 x 480mm. Hinges Heavy Duty Non-Ferrous. Frame Galv. Steel with drilled Gland plate. Busbars copper mounted on fibre insulators base size 600 x 400 x 500 wiring 3 x 60 Amp. Curve 1 WITH 16mm PVC wire from busbars to L/B to meter entry. L & N driller holes for service cable (16mm x 2) back entry. Anti vandalism lock (Golnix or Compatible)	each		R	R	R
2	6 Way double door Polyethylene kiosk with anti-vandalism lock with copper busbars and blank	each		R	R	R

	mounting board (back-to-back) (Golnix or Compatible)					
3	9 Way double door Polyethylene kiosk with anti-vandalism lock with copper busbars and blank mounting board (back-to-back) (Golnix or Compatible)	each		R	R	R
4	12 Way double door Polyethylene kiosk with anti-vandalism lock with copper busbars and blank mounting board (back-to-back) (see specifications at point 14 for all Kiosks)	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING 4 WEEKS

PART 1

SECTION I

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	HEATSHRINK 11 KV MV TERMINATIONS KITS					
1	Heatshrink 11kV HT Termination kit 16-50mm PILC (indoor) 650tails	each		R	R	R
2	Heatshrink 11kV HT Termination kit 16 -50mm PILC (outdoor) 650tails	each		R	R	R
3	Heatshrink 11kV HT Termination kit 35-70mm PILC (indoor) 650tails	each		R	R	R
4	Heatshrink 11kV HT Termination kit 35 -70mm PILC (outdoor) 1000tails	each		R	R	R
5	Heatshrink 11kV HT Termination kit 50-95mm PILC (indoor) 650tails	each		R	R	R
6	Heatshrink 11kV HT Termination kit 50 - 95mm PILC (outdoor) 1000tails	each		R	R	R
7	Heatshrink 11kV HT Termination kit 120-185mm PILC (indoor) 650tails	each		R	R	R

8	Heatshrink 11kV HT Termination kit 120-185mm PILC (outdoor) 650tails	each		R	R	R
9	Heatshrink 11kV HV Termination kit 185-240mm PILC (indoor) 650tails	each		R	R	R
10	Heatshrink 11kV HV Termination kit 185-240mm PILC (outdoor) 1000tails	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING 3 WEEKS

PART 1

SECTION J

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	ADJUSTABLE STAYROD					
1	Galvanise Adjustable Stayrod with base plate (m20 x 2.4m) - base plate size 450mm x 450mm x 5mm 	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING - 5 WEEKS

NOTE: ALL THE BELOW TENDER ITEMS IN PART 2 ARE LINKED TO ROE RATES

PART 2						
SECTION A						
ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	INSULATORS					
1	22KV Silicone Line Post Insulator (see picture) 	each		R	R	R
2	24 kV Pin Insulators	each		R	R	R
3	24 kV Longrods Silicon insulators creepage 600mm	each		R	R	R

4	33 kV Pin Insulators	each		R	R	R
5	33 kV Longrods Silicon Insulators creepage 900mm	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING 3 WEEKS

PART 2

SECTION B

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL
	FERRULES COPPER 					
1	4mm Copper Ferrules Crimping -LV	each		R	R	R
2	16mm Copper Ferrules Crimping -LV	each		R	R	R
3	35mm Copper Ferrules Crimping -LV	each		R	R	R
4	50mm Copper Ferrules Crimping -LV	each		R	R	R
5	70mm Copper Ferrules Crimping -LV	each		R	R	R
6	95mm Copper Ferrules Crimping -LV	each		R	R	R
7	120mm Copper Ferrules Crimping -LV	each		R	R	R
8	240mm Copper Ferrules Crimping -LV	each		R	R	R
				Total Amount (Vat Exclusive)		R

	Vat 15%	R
	Total Amount (Vat Inclusive)	R

LEAD TIME NOT EXCEEDING 2 WEEKS

PART 2

SECTION C

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	LUGS COPPER					
						
1	4mm x 10hole Copper lugs Crimping L/V 4 core	each		R	R	R
2	16mm x 12hole Copper lugs Crimping L/V 4 core	each		R	R	R
3	35mm x 12hole Copper lugs Crimping L/V 4 core	each		R	R	R
4	50mm x 12hole Copper lugs Crimping L/V 4 core	each		R	R	R
5	70mm x 12hole Copper lugs Crimping L/V 4 core	each		R	R	R

6	95mm x 12hole Copper lugs Crimping L/V 4 core	each		R	R	R
7	120mm x 12hole Copper lugs Crimping L/V 4 core	each		R	R	R
8	150mm x 12hole Copper lugs Crimping L/V 4 core	each		R	R	R
9	240mm x 12hole Copper lugs Crimping L/V 4 core	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING 2 WEEKS

PART 2

SECTION D

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	FERRULES ALUM. 					
1	35mm Alum. Ferrules Crimping L/V (to fit 4core cable)	each		R	R	R
2	50mm Alum. Ferrules Crimping L/V (to fit 4core cable)	each		R	R	R
3	70mm Alum. Ferrules Crimping L/V (to fit 4core cable)	each		R	R	R
4	95mm Alum. Ferrules Crimping L/V (to fit 4core cable)	each		R	R	R
5	120mm Alum. Ferrules Crimping L/V (to fit 4core cable)	each		R	R	R
				Total Amount (Vat Exclusive)	R	

	Vat 15%	R
	Total Amount (Vat Inclusive)	R

LEAD TIME NOT EXCEEDING 2 WEEKS

PART 2

SECTION E

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	<p>LUGS ALUM.</p> 					
1	35mm x 12hole Alum. Lugs (to fit 4core cable)	each		R	R	R
2	50mm x 12hole Alum. Lugs (to fit 4core cable)	each		R	R	R
3	70mm x 12hole Alum. Lugs (to fit 4core cable)	each		R	R	R
4	95mm x 12hole Alum. Lugs (to fit 4core cable)	each		R	R	R
5	120mm x 12hole Alum. Lugs (to fit 4core cable)	each		R	R	R
6	150mm x 12hole Alum. Lugs (to fit 4core cable)	each		R	R	R
7	185mm x 12hole Alum. Lugs (to fit 4core cable)	each		R	R	R
8	240mm x 12hole Alum. Lugs (to fit 4core cable)	each		R	R	R

	Total Amount (Vat Exclusive)	R
	Vat 15%	R
	Total Amount (Vat Inclusive)	R

LEAD TIME NOT EXCEEDING 2 WEEKS

3	25-95mm 13 & 17mm Shear Off Lugs - Medium Voltage (M16 Lug Hole)	each		R	R	R
4	95-240mm 13 & 17mm Shear Off Lugs - Medium Voltage (M16 Lug Hole)	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING 3 WEEKS

PART 2

SECTION G

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	H.T FUSE ELEMENTS LINKS					
						
1	5 Amp H.T Fuse Element Type K - Fast Blow	each		R	R	R
2	10 Amp H.T Fuse Element Type K - Fast Blow	each		R	R	R
3	15 Amp H.T Fuse Element Type K - Fast Blow	each		R	R	R
4	25 Amp H.T Fuse Element Type K - Fast Blow	each		R	R	R

5	65 Amp H.T Fuse Element Type K - Fast Blow	each		R	R	R
6	80 Amp H.T Fuse Element Type K - Fast Blow	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING 3 WEEKS

PART 2

SECTION H

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	STRIKER PIN FUSES					
						
1	20 Amp 12kV 120 HGMA 20 Striker Pin Fuse (255mm x 65mm)	each		R	R	R
2	20 Amp 12kV 120 HGMA 20 Striker Pin Fuse (360mm x 65mm)	each		R	R	R
3	25 Amp 12kV 120 HGMA 25 Striker Pin Fuse (255mm x 65mm)	each		R	R	R

4	25 Amp 12kV 120 HGMA 25 Striker Pin Fuse (360mm x 65mm)	each		R	R	R
5	40 Amp 12kV 120 EFMA 40 Striker Pin Fuse (255mm x 65mm)	each		R	R	R
6	40 Amp 12kV 120 EFMA 40 Striker Pin Fuse (360mm x 65mm)	each		R	R	R
7	63 Amp 12kV 120 EFMA 63 Striker Pin Fuse (255mm x 65mm)	each		R	R	R
8	63 Amp 12kV 120 EFMA 63 Striker Pin Fuse (360mm x 65mm)	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING 3 WEEKS

PART 2

SECTION I

ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	J TYPE HRC FUSES					
						
1	100 Amp HRC Fuse (fixing centre (mm) 82.5)	each		R	R	R
2	160 Amp HRC Fuse (fixing centre (mm) 82.5)	each		R	R	R
3	200 Amp HRC Fuse (fixing centre (mm) 82.5)	each		R	R	R
4	250 Amp HRC Fuse (fixing centre (mm) 82.5)	each		R	R	R
5	315 Amp HRC Fuse (fixing centre (mm) 82.5)	each		R	R	R
6	400 Amp HRC Fuse (fixing centre (mm) 82.5)	each		R	R	R
				Total Amount (Vat Exclusive)		R

	Vat 15%	R
	Total Amount (Vat Inclusive)	R

LEAD TIME NOT EXCEEDING 3 WEEKS

PART 2						
SECTION J						
ITEM NO.	ITEM DESCRIPTION	UNIT	BRAND NAME OF PRODUCT	PRICE P/UNIT VAT EXCL	VAT	PRICE P/UNIT VAT INCL.
	SURGE ARRESTERS					
						
1	Surge Arrester 12KV Silicon Rubber 10Ka	each		R	R	R
2	Surge Arrester 24KV Silicon Rubber 10Ka	each		R	R	R
	22KV SILICONE RUBBER DROP OUT UNIT (ESKOM SPECIFICATION)					

						
3	22KV Silicone Rubber Drop Out Unit C-Type (Eskom Specification)	each		R	R	R
	22KV SOLID LINK FUSE TUBE					
						
4	22KV Solid Link Fuse Tube (for C-Type Drop Out Unit)	each		R	R	R
	22KV CUT-OUT SOLID LINK					
						

5	Cut - Out Solid Link 22KV 200A Brass/Silwer Plating	each		R	R	R
				Total Amount (Vat Exclusive)		R
				Vat 15%		R
				Total Amount (Vat Inclusive)		R

LEAD TIME NOT EXCEEDING 6 - 8 WEEKS

NAME OF TENDERER: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

COMPANY REPRESENTATIVE: _____

FORM OF OFFER AND ACCEPTANCE - COMPULSORY
NOTICE NO: 40/2026
ELECTRICAL MATERIAL

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: 40/2026** 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 compliance Status; Pin
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Specific goals claims in terms of the Preferential Procurement Regulations 2022;
 - 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 total price for the Supply, Delivery and Offloading of Electrical Material for a Period of 3 Years 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 KOUGA 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 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

.....

.....

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

<p>Commissioner of Oaths</p>

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 Point Scoring for BEE

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) 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.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	8	4
3	6	3
4	4	2
5	3	1
6	2	1
7	2	1
8	2	1
Non-compliant contributor	0	0

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 Point scoring for tender

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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.

Below would be the allocation for Specific Goals:

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

- 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

- “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;
- “price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- “rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- “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
- “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:

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

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:

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

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 less than R10,000,000.00 (Ten 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. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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 NO: 40/2026
ELECTRICAL MATERIAL

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 <input type="checkbox"/> NO <input type="checkbox"/>	
Section: 5 Percentage equity ownership by black persons (no franchise prior to elections).	%
Section: 6 Percentage equity ownership by women.	%
Section: 7 Percentage equity ownership by a person who has a disability.	%
Section: 8 Percentage of the contract value managed or executed by the HDI member.	%

SIGNED ON BEHALF OF TENDERER _____

KOUGA 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

NOTICE NO: 40/2026 – ELECTRICAL MATERIAL

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:

