KOUGA
local municipality
Good Governance through Service Excellence

NOTICE NO: 269/2026

FACILITATION OF TRAINING INTERVENTIONS FOR KOUGA LOCAL MUNICIPALITY

An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved a in a flash drive or SD Cards/CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or SD Cards/CD will deem the bid non-responsive. Bidders are encouraged to submit USB's and SD Cards only. The submission of CDs in a condition that is capable of being handled i.e. device that is readable and not broken is solely the responsibility of the bidder. Visibly broken CDs at tender opening stage will not be accepted.

A **Compulsory Virtual Clarification Session** will be arranged for **Thursday, 19 November 2026 @10h00am**. 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/368574232951984?p=WkgDKYr4D6hKRLzNnV
Meeting ID: 368 574 232 951 984 3
Passcode: zJ3zZ3Qz

CLOSING DATE:	**TUESDAY, 08 DECEMBER 2026 at 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 (*Full Names*):

Tel No.: Cell No.:

Fax No.:

E-mail:

Supplier Database No.: CSD No.:

Signature of Tenderer:

Issued by: Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330

Contact person: Mrs. C. Jacobs email:tenders@kouga.gov.za and copy cindyj@kouga.gov.za

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

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PLEASE TAKE NOTE OF ALL LISTED INSTRUCTIONS AND COMMENT

- NB: PLEASE ENSURE THAT YOU FAMILIARIZE YOURSELF WITH THE COMPLETE DOCUMENT AND SIGN ALL PAGES WHERE IT IS REQUIRED TO DO SO. ALL DOCUMENTATION MUST BE ORIGINALLY SIGNED IN BLACK INK (COPIES OF SIGNARTORIES WILL NOT BE ACCEPTED)

- FAILURE TO FULLY COMPLETE THE COMPULSORY MUNICIPAL BIDDING DOCUMENTS WILL RESULT IN THE TENDER BEING CLASSIFIED AS NON-RESPONSIVE.

- THE NATIONAL TREASURY CENTRAL DATABASE AND TAX COMPLIANCE WILL BE VERIFIED ON DAY OF EVALUATING ANY TENDER. IN INSTANCES OF NON-COMPLIANCE BIDS WILL BE DECLARED NON-RESPONSIVE. (Subject to MFMA Circular 90)

- TENDER DOCUMENTATION IS AVAILABLE ON E-TENDER AND AN ELECTRONIC COPY MAY BE REQUESTED FROM THE SUPPLY CHAIN OFFICE.

- PLEASE BE ADVISED THAT A COPY OF A CERTIFIED COPY DOES NOT CONSTITUTE A CERTIFIED COPY.

- DO NOT USE CORRECTION FLUID IN THE DOCUMENT. IF ANY MISTAKES ARE MADE, PLEASE DRAW A LINE THROUGH IT AND INITIAL NEXT TO IT.

- DOCUMENT TO BE COMPLETED IN INK. DOCUMENTATION COMPLETED IN PENCIL WILL NOT BE CONSIDERED.

- THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITHIN THE TIME SPECIFIED IN THE REQUEST**. FAILURE TO COMPLY WILL RESULT IN NON-ACCEPTANCE OF THE TENDER.THESE DOCUMENTS MAY BE REQUESTED AS SUPPORT TO THE CONTRACT FILE DOCUMENTATION FOR EVALUATION PURPOSES.**

    1. National Treasury Central Database Summary Report
    2. Business Registration Documents/ Formal Registration Documentation/ JV Agreements/Consortia/ Partnerships and Trust's – Applicable to all entities (ie. Companies, Public & Private Entities, Partnerships and Joint Ventures). CM9/ Name Change Document will not suffice as Proof of Business Registration.
    3. A copy of a valid 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. Project Implementation Plan to Be Submitted (if applicable)
    8. 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:	**269/2026**	CLOSING DATE:	**08 DECEMBER 2026**	CLOSING TIME:	**12:00**
DESCRIPTION	**FACILITATION OF TRAINING INTERVENTIONS FOR KOUGA LOCAL MUNICIPALITY**				
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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]						

ARE YOU THE ACCREDITED REPRESENTATIVE ***IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?***	☐Yes ☐No [IF YES ENCLOSE PROOF]	*ARE YOU A FOREIGN BASED SUPPLIER FOR* ***THE GOODS /SERVICES /WORKS OFFERED?***	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED (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	Mrs. C. Jacobs
CONTACT PERSON		TELEPHONE NUMBER	042 200 2200
TELEPHONE NUMBER	042 200 2200	FACSIMILE NUMBER	
FACSIMILE NUMBER			
E-MAIL ADDRESS	tenders@kouga.gov.za		cindyj@kouga.gov.za

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BEFORE 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.

1.4. IN ADDITION TO ALL APPLICABLE LEGISLATION THE SUPPLY CHAIN POLICY APPROVED 30 MARCH 2026 AND MUNICIPAL RISTRICTION (BLACKLISTING) OF SUPPLIERS POLICY APRROVED 29 APRIL 2026 WILL APPLY TO THIS TENDER.

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

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

CERTIFICATION:

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

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE:

NATIONAL TREASURY – GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 ‘’Award’’ shall mean the acceptance of a bid or proposal.

1.2 “Collusion” means any agreement, arrangement, understanding, or coordinated conduct, whether formal or informal, between two or more parties, including suppliers, officials, or third parties, which is intended to improperly influence procurement outcomes, pricing, competition, or decision-making processes, or to deceive or prejudice the Municipality.

1.3 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.4 “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.

1.5 ‘’Contract period’’ shall mean the duration of the contract as set out in the contract.

1.6 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.7 “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.

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

1.9 “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.

1.10 “Days” means calendar day.

1.11 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.12 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.13 “Delivery into consignees store or to his site” means delivered an 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.

1.14 “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.

1.15 “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.

1.16 “GCC” means the General Conditions of Contract.

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

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

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

1.20 “Purchaser” means the organization purchasing the goods.

1.21 “Republic” means the Republic of South Africa.

1.22 ‘’Blacklisting/restricting’’ shall mean the act of disqualifying a person or an entity from participating in the procurement process of Kouga Local Municipality.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or 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 goods final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchasers 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 purchasers request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.

20.2 Subcontractors or local SMME's shall be paid within 7 days after submitting their valid invoice for works completed to the Contractor unless the bidder provides the payment arrangement within their structure, however this may not exceed 14 calendar days, notwithstanding payment claims received by the Municipality.

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 23, 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 23, 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 31.

23. Force Majeure

23.1 Notwithstanding the provisions of GCC Clauses 22 and 31, 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.

23.2 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.

24. Termination for insolvency

24.1 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.

25. Settlement of Disputes

25.1 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.

25.2 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.

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

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

25.5 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.

26. Limitation of liability

26.1 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.

27. Governing language

27.1 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.

28. Applicable law

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

29. Taxes and duties

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

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

29.3 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 Valid tax compliance pin certificate, submitted by the bidder. This certificate must be issued by the South African Revenue Services.

30. Prohibition of Restrictive practices

30.1 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).

30.2 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.

30.3 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.

31. Restriction of Suppliers

31.1 Authority to Restrict Suppliers

31.1.1 The Municipality may, **independently of the National Treasury restriction process**, restrict a supplier, contractor, service provider or any associated person from doing business with the Municipality where such conduct undermines the integrity, fairness, transparency or effectiveness of the supply chain management system.

31.1.2 This municipal restriction process shall function as an **internal control and risk-management mechanism** and shall not replace or contradict the National Treasury restriction process.35.1.3 The Accounting Officer shall be the final authority for approving any restriction imposed in terms of this policy.

31.2 Grounds for Restriction

A supplier must be restricted from doing business with the Municipality if the supplier has:

a) Failed to perform satisfactorily in terms of a municipal contract, including persistent poor performance after written warnings;

b) Breached any material term or condition of a contract with the Municipality;

c) Submitted **fraudulent, false or misleading information**, including but not limited to:

- Fraudulent or falsified B-BBEE certificates or affidavits;
- Misrepresentation of experience, capacity, qualification, financial standing or subcontracting arrangements;

d) Engaged in fraud, corruption, collusion, bribery or unethical conduct;

e) Attempted to improperly influence municipal officials, councillors or SCM role-players;

f) Failed to comply with applicable legislation where such non-compliance materially affects performance;

g) Been convicted of an offence involving dishonesty, fraud, corruption or financial misconduct.

h) If found that the appointment of the bidder/vendor/service provider caused or poses a reputational risk to the Municipality in line with the provisions of the Kouga Municipality Supply Chain Management Policy.

i) is listed on the National Treasury or any other Governmental Restriction or blacklisting list.

31.3 Restriction Periods and Sanctions

31.3.1 Restriction periods shall be **proportionate to the severity, intent and impact** of the offence.

31.3.2 Without limiting the Municipality's discretion, the following guideline sanctions apply:

a) **Fraudulent B-BBEE Submissions or other Documentation**

- Restriction for **up to five (5) years** from doing business with the Municipality;
- Mandatory reporting to National Treasury for possible national restriction;
- Possible termination of existing contracts, subject to legal advice.

b) **Fraud, Corruption, Collusion or Bribery**

- Restriction for **up to five (5) years**;
- Reporting to National Treasury and law-enforcement agencies.

c) **Poor Performance or Contractual Breach**

- Restriction for **one (1) year to five (5) years**, depending on severity and recurrence.

d) **Misrepresentation (excluding B-BBEE fraud) and Reputational Damage**

- Restriction for **one (1) to five (5) years**.

KOUGA LOCAL MUNICIPALITY (EC108)
DIRECTORATE: OFFICE OF THE DEPUTY MUNICIPAL MANAGER
NOTICE NO: 269/2026
FACILITATION OF TRAINING INTERVENTIONS FOR KOUGA LOCAL MUNICIPALITY

Prospective Service Providers are hereby invited to submit tenders for the Appointment of Service Providers for The Facilitation of Training Interventions for Kouga Local Municipality for a period of three (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 **Friday, 06 November 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 **Thursday, 19 November 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/3685742329519843?p=WkgDKYr4D6hKRLzNnV

Meeting ID: 368 574 232 951 984 3

Passcode: zJ3zZ3Qz

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 a 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 minimum functional assessment score of 70% will apply to this contract.**
- **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 cindyj@kouga.gov.za

Completed documents in a sealed envelope endorsed "**NOTICE NO: 269/2026: FACILITATION OF TRAINING INTERVENTIONS FOR KOUGA LOCAL MUNICIPALITY"** must be placed in the Tender Box at 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **TUESDAY, 08 DECEMBER 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 – 06 November 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 the Kouga Area as may be indicated by the Kouga Local Municipality.
    - All prices tendered shall be VAT included (if the tenderer is a VET vendor.
    - 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 and table of clauses 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. **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved a in a flash drive or SD Cards/CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or SD Cards/CD will deem the bid non-responsive. Bidders are encouraged to submit USB's and SD Cards only. The submission of CDs in a condition that is capable of being handled i.e. device that is readable and not broken is solely the responsibility of the bidder. Visibly broken CDs at tender opening stage will not be accepted.**

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 before the closing date and time. No bid document delivered at any other venue or tender box than the mentioned one will be considered.

4. SCOPE OF CONTRACT

Appointment of Service Providers for The Facilitation of Training Interventions for Kouga Local Municipality for a period of three (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 (if applicable)

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.

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. If not submitted within the specified timeframe of the request for information, the bid may be declared non-responsive.

13. <u>CONTRACT PERIOD</u>

For a period of 3 years after the date of appointment.

Signed	**Date**	**Name (block letters)**	**Capacity in firm**

KOUGA LOCAL MUNICIPALITY
NOTICE NO: 269/2026
REVIEW/ RECOVERY AND CALCULATION OF VALUE ADDED TAX (VAT)

EVALUATION CRITERIA

Phase 1	Special Conditions
Phase 2	Functionality
Phase 3	Price Scoring
Phase 4	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 & Nelson Mandela Metro 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. . In the event that the municipal account is in the name of the director, an affidavit must be done to that effect clearly stating the company name operating from the address. Information provided for Virtual offices will not be accepted.			

An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved a in a flash drive or SD Cards/CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or SD Cards/CD will deem the bid non-responsive. Bidders are encouraged to submit USB's and SD Cards only. The submission of CDs in a condition that is capable of being handled i.e. device that is readable and not broken is solely the responsibility of the bidder. Visibly broken CDs at tender opening stage will not be accepted.

CATEGORY A

SPECIFICATIONS:

Course Title	Supervisory Skills
Learning Intervention	Supervisory Skills Credit bearing training aligned to Unit Standard 10148 (NQF Level 5, 14 credits).
Target Group	Municipal Official

Venue	Jeffreys Bay (will be provided by the Municipality)
Assessment	Assessment will take the form of individual portfolio-of-evidence submissions. Learners who successfully complete the programme will receive a Certificate of Competence

SPECIAL CONDITION:

Prospective service providers are required to meet the following minimum criteria to be considered for this project:

1. Accreditation and Compliance

- Bidders are required to submit valid proof of accreditation, registered in the name of the bidding company, for all programmes included in their proposal.
- For Unit Standard 10148, bidders must provide evidence of current accreditation as part of their compliance documentation.
- Proof of assessor and Moderator registration with the relevant SETA.

2. Details of Proposal

The proposal submitted as part of the bid must include:

- A draft training plan detailing the training methodology, timelines, key milestones in terms of facilitation, portfolio Submission, internal assessment, moderation, and external verification.
- Bidders must submit a comprehensive, itemised pricing schedule, inclusive of all associated costs, quoted per learner.
- Bidders must complete the compulsory Facilitator, Assessor and Moderator CV template provided in this bid document below for Category A. Only information provided in the prescribed CV templates, together with its supporting documents, will be considered for evaluation purposes.
- Bidders must submit reference letters, using the **REFERENCE LETTER** template provided in this bid document.
    - Only References relevant to the bid will be considered.

3. Municipality Responsibilities

The municipality will provide:

- Training venue
- Participant details
- Refreshments and lunch for all training days
- courier costs of Portfolio of Evidence (POE's)

4. Contract Period

The appointment will be for a period of 36 months (three-year period).

FUNCTIONALITY

Bidders must furnish detailed information in substantiation of compliance with the minimum requirements and functionality as stipulated below.

Only service providers scoring a **minimum score of 70% for functionality** will be evaluated further on price.

CRITERIA	SCORE RANGE	MAX. SCORE
a) Company experience Provide proof of experience relevant to the bid. (Valid Proof of experience must be submitted in the form of **Appointment Letters, Completion Certificates, Reference Letters)**	• More than 5 years – 20 points • 4 – 3 years- 15 points • Less than 2 years- 10 points	20
b) Experience of Lead Facilitator Bidders must submit the **COMPULSORY Facilitator CV Template**, provided in the bid document below. The information contained in the prescribed CV template and supporting documentation will be used as the primary source for evaluation; however, the Employer reserves the right to consider other relevant information submitted by the bidder where appropriate.	• More than 5 years – 20 points • 4 – 3 years- 15 points • Less than 2 years- 10 points	20
c) Assessor Registration Bidders must submit the **COMPULSORY Assessor CV Template**, provided in the bid document below, together with SETA proof of accreditation reflecting registration against qualifications 10148. The information contained in the prescribed CV template and supporting accreditation documentation will be used as the primary source for evaluation; however, the Employer reserves the right to consider other relevant information submitted by the bidder where appropriate.	• More than 5 years – 20 points • 4 – 3 years- 15 points • Less than 2 years- 10 points	20
d) Moderator Registration Bidders must submit the **COMPULSORY Moderator CV Template**, provided in the bid document below, together with SETA proof of accreditation reflecting registration against qualifications 10148. The information contained in the prescribed CV template and supporting accreditation	• More than 5 years – 20 points • 4 – 3 years- 15 points • Less than 2 years- 10 points	20

CRITERIA	SCORE RANGE	MAX. SCORE
documentation will be used as the primary source for evaluation; however, the Employer reserves the right to consider other relevant information submitted by the bidder where appropriate.		
TOTAL POINTS		80

NB: PLEASE NOTE

- Bidder must complete the schedules as below for their submission to be evaluated.
- The names as listed in the COMPULSORY CV TEMPLATE below will be scored for the functional assessment.
- The facilitator, assessor and moderator must sign the COMPULSORY CV TEMPLATE below where required.

FACILITATOR CV TEMPLATE

NB: This **COMPULSORY** template must be completed in full by the proposed Facilitator

1. Facilitator Details

Full Name and Surname:	
ID/Passport No:	
Contact Number:	
Email Address:	
Current Employer:	
Position:	

2. Qualifications

Qualification	**Institution**	**Year Obtained (dd-mm-yyyy)**
E.g. E.g. BCom Honours	*Nelson Mandela University*	*15-04-2008*

3. Experience Related to Minimum Competency Regulations Training.

Describe relevant experience, projects undertaken, and years of experience.

No#	Name of Organisation Where the Training Was Conducted	Qualification/Unit Standards Facilitated	Duties Performed	Period (From–To) (dd-mm-yyyy)	Duration (Months/Years)	Number of Learners
1.	*E.g. ABC Traders*	*National certificate: Municipal Finance Management (48965)*	• *Facilitate MFMP training sessions.* • *Guide learner discussions and activities.* • *Assess learners and provide feedback*	*01-01-2024 to 30-12-2024*	*12 Months*	*30*

4. References.

Reference Name and Surname	**Organisation**	**Contact Number**	**Email Address**

5. Declaration by Facilitator

I hereby declare that the information provided in this template is true and correct.

Signature: _____

Date: _____

ASSESSOR CV TEMPLATE

NB: This **COMPULSORY** template must be completed in full by the proposed Assessor

1. Assessor Details

Full Name and Surname:	
ID/Passport No:	
Contact Number:	
Email Address:	
Current Employer:	
Position:	

2. Qualifications

Qualification	**Institution**	**Year Obtained (dd-mm-yyyy)**
E.g. BCom Honours	*Nelson Mandela University*	*15-04-2008*

3. Assessor Accreditations

Name of SETA with which you are Accredited/Registered	Qualification(s) for which Accreditation as an Assessor has been Obtained	Valid Until (dd-mm-yyyy)
E.g. LGSETA	*National certificate: Municipal Finance Management (48965)*	*31-07-2030*

4. Experience Related to Minimum Competency Regulations Training

Describe relevant experience, projects undertaken, and years of experience.

No#	Organisation for Which the Assessment Was Conducted	Qualification/Unit Standards Assessed	Duties Performed	Period (From–To) (dd-mm-yyyy)	Duration (Months/Years)	Number of Learners
1.	*E.g. ABC Traders*	*National certificate: Municipal Finance Management (48965)*	• *Conduct MFMP learner assessments.* • *Evaluate evidence and record results.* • *Provide feedback and complete assessment records*	*01-01-2024 to* *30-12-2024*	*12 Months*	*30*

5. References

Reference Name and Surname	Organisation	Contact Number	Email Address

6. Declaration by Assessor

I hereby declare that the information provided in this template is true and correct.

Signature: _____

Date: _____

MODERATOR CV TEMPLATE

NB: This **COMPULSORY** template must be completed in full by the proposed Moderator

1. Moderator Details

Full Name and Surname:	
ID/Passport No:	
Contact Number:	
Email Address:	
Current Employer:	
Position:	

2. Qualifications

Qualification	**Institution**	**Year Obtained (dd-mm-yyyy)**
E.g. BCom Honours	*Nelson Mandela University*	*15-04-2008*

3. Moderator Accreditations

Name of SETA with which you are Accredited/Registered	Qualification(s) for which Accreditation as an moderator has been Obtained	Valid Until (dd-mm-yyyy)
E.g. LGSETA	*National certificate: Municipal Finance Management (48965)*	*31-07-2030*

4. Experience Related to Minimum Competency Regulations Training

Describe relevant experience, projects undertaken, and years of experience.

No#	Organisation for Which the Moderation Was Conducted	Qualification/Unit Standards Moderated	Duties Performed	Period (From–To) (dd-mm-yyyy)	Duration (Months/Years)	Number of Learners
1.	*E.g. ABC Traders*	*National certificate: Municipal Finance Management (48965)*	• *Moderate MFMP assessments.* • *Verify assessment results.* • *Provide moderation feedback.*	*01-01-2024 to 30-12-2024*	*12 Months*	*30*

5. References

Reference Name and Surname	Organisation	Contact Number	Email Address

6. Declaration by Moderator

I hereby declare that the information provided in this template is true and correct.

Signature: _____

Date: _____

REFERENCE LETTER
(PLACE ON COMPANY LETTERHEAD)

Date: ___ / ___ / _____

To Whom It May Concern

RE: REFERENCE FOR [BIDDING COMPANY NAME]

This letter serves to confirm that **[Bidding Company Name]** provided training and/or skills development services to **[Client Organisation Name]**.

Project/Programme: [Name of Project/Qualification]

Period of Service: [Start Date] to [End Date]

Number of Learners: [Number of Learners]

The services provided included Tick from the below the relevant services provided

Training and facilitation	Learner assessments.	Moderation and quality assurance.	Learner administration and reporting.	Submission of learner results where applicable.

Any other services: ……..

We confirm that the services were completed satisfactorily and in accordance with the agreed requirements.

☐ YES ☐ NO

The company demonstrated professionalism, competence, and the ability to deliver quality services within the required timeframes.

☐ YES ☐ NO

Based on our experience, we recommend **[Bidding Company Name]** for similar training and skills development projects.

☐ YES ☐ NO

Should you require any further information, please contact me.

Yours faithfully,

Reference Contact Person: _____

Position: _____

Contact Number: _____

Email Address: _____

Signature: _____

Company Stamp

CATEGORY B

SPECIFICATIONS:

Course name / Qualification(s)	**Category B:** MV Cable Joints and Terminations Credit bearing training aligned to Unit Standard 259189 (NQF Level 4, 8 credits); Unit Standard 259187 (NQF Level 4, 6 Credits); and Unit Standard 243668 (NQF Level 4, 72 Credits) Operating Regulations for High Voltage Systems (HVRA) and High Voltage Regulations Agreement (ORHVS) Credit bearing training aligned to Unit Standard 242766 (NQF Level 5, 8 credits).
Target Group	Municipal Officials
Venue	Jeffreys Bay (will be provided by the Municipality)
Equipment	The Employer will provide equipment.
Assessment	To be issued a Certificate of Achievement, the learner must Conclude A: • Theoretical Assessments • Practical Assessments
Duration	36 months (three-year period).

SPECIAL CONDITION:

Prospective service providers are required to meet the following minimum criteria to be considered for this project:

Accreditation and Compliance

- Bidders are required to submit valid proof of accreditation, registered in the name of the bidding company, for all programmes included in their proposal.
- Bidders must provide clear evidence of relevant accreditation (EWSETA/QCTO), to deliver:

    - MV Cable Joints and Terminations aligned to Unit Standards 259189 (NQF Level 4, 8 credits); Unit Standard 259187 (NQF Level 4, 6 Credits); and Unit Standard 243668 (NQF Level 4, 72 Credits)
    - Operating Regulations for High Voltage Systems (HVRA) and High Voltage Regulations Agreement (ORHVS) aligned to Unit Standard 242766 (NQF Level 5, 8 credits).
- Bidders must submit proof of valid Assessor and Moderator registration with the relevant SETA (EWSETA/QCTO), explicitly mapping the registered scope for the above noted unit standards.

TECHNICAL & SCOPE OF WORK SPECIFICATIONS

The training program must deliver comprehensive theoretical and hands-on practical training covering 11kV up to 33kV systems. The course design must ensure proficiency in the following dimensions:

1. Cable Types & Construction

- **XLPE Insulation:** Cross-linked Polyethylene screened cables (single and 3-core).
- **PILC Insulation:** Paper Insulated Lead Covered cables.
- **Armouring & Sheathing:** Handling of Steel Wire Armour (SWA), corrugated aluminium sheaths, and lead alloy coverings.

2. Accessories & Techniques

- **Heat Shrinkable Systems:** Correct application of dual-wall tubing, stress control sleeves, and environmental sealing.
- **Cold Shrink & Slip-on Systems:** Push-on/slip-on installations.
- **Separable Connectors & Bushings:** Installation of screened compact separable connectors (e.g., Euromold, Pfisterer CONNEX systems) up to 33kV.
- **Straight & Transition Joints:** Creating robust straight joints or transition joints between PILC and XLPE systems.

3. Core Practical Skills Focus

- **Cable Preparation:** Micro-accurate outer sheath stripping, semiconductor screen removal, and XLPE insulation preparation without scoring the underlying layers.
- **Electric Stress Control:** Theory and practical execution of electric field grading using stress control materials.
- **Earthing & Continuity:** Installation of solderless earth kits and ensuring mechanical and electrical earthing integrity.
- Itemised Pricing Schedule: Bidders must submit a comprehensive, itemised pricing schedule inclusive of all associated costs.

- Bidders must complete the compulsory Facilitator, Assessor and Moderator CV template provided in this bid document. The information contained in the prescribed CV template and supporting accreditation documentation will be used as the primary source for evaluation; however, the Employer reserves the right to consider other relevant information submitted by the bidder where appropriate.
- Bidders must submit reference letters, using the **REFERENCE** letter template provided in this bid document.
    - Only References relevant to the bid will be considered

4. Deliverables & Material Requirements

- **Training Materials:** The provider must supply all learner guides, assessment logbooks.
- **Portfolio of Evidence (PoE):** The provider must manage the compilation of signed PoEs for every candidate to facilitate EWSETA credit uploads.

5. Municipality Responsibilities

The municipality will provide:

- Training venue (Practical and theoretical)
- Participant details
- Refreshments and lunch for all training days
- Consumption material (cables, mechanical lugs, and joint kits, etc for practice).

6. Contract Period

The appointment will be for a period of 36 months (three-year period).

GENERAL CONDITIONS- IMPLEMENTATION STAGE:

- Bidders must ensure that all pricing submitted is fair, reasonable, and market-related. The Council reserves the right, in terms of the Municipal Finance Management Act (MFMA) and the Supply Chain Management Regulations, to verify all submitted prices and may request additional information or cost breakdowns to determine price reasonableness.
- Professional Registration: A certificate of verification or validation with the South African Institute of Electrical Engineers (SAIEE) is highly recommended for continuous professional development (CPD) tracking.

Functionality

Bidders must furnish detailed information in substantiation of compliance with the minimum requirements and functionality as stipulated below.

Only service providers scoring a **minimum score of 70% for functionality** will be evaluated further on price.

CRITERIA	SCORE RANGE	MAX. SCORE
a) Company experience Provide proof relevant to the Category for Training and Development Service. (Valid Proof of experience must be submitted in the form of **Appointment Letters, Completion Certificates, Reference Letters)**	• More than 5 years – 20 points • 4 – 3 years- 15 points • Less than 2 years- 10 points	20
b) Experience of Lead Facilitator Bidders must submit the **COMPULSORY Facilitator CV Template**, provided in the bid document. The information contained in the prescribed CV template and supporting documentation will be used as the primary source for evaluation; however, the Employer reserves the right to consider other relevant information submitted by the bidder where appropriate.	• More than 5 years – 20 points • 4 – 3 years- 15 points • Less than 2 years- 10 points	20
c) Assessor Registration Bidders must submit the **COMPULSORY Assessor CV Template**, provided in the bid document, together with relevant proof of accreditation to assess **ORHVS / HVRA (High Voltage Switching)** and **Medium Voltage (MV) Cable Jointing & Termination** programmes." The information contained in the prescribed CV template and supporting accreditation documentation will be used as the primary source for evaluation; however, the Employer reserves the right to consider other relevant information submitted by the bidder where appropriate.	• More than 5 years – 20 points • 4 – 3 years- 15 points • Less than 2 years- 10 points	20
d) Moderator Registration Bidders must submit the **COMPULSORY Moderator CV Template**, provided in the bid document, together with relevant proof of	• More than 5 years – 20 points • 4 – 3 years- 15 points	20

CRITERIA	SCORE RANGE	MAX. SCORE
accreditation to moderate **ORHVS / HVRA (High Voltage Switching)** and **Medium Voltage (MV) Cable Jointing & Termination** programmes." The information contained in the prescribed CV template and supporting accreditation documentation will be used as the primary source for evaluation; however, the Employer reserves the right to consider other relevant information submitted by the bidder where appropriate.	• Less than 2 years- 10 points	
TOTAL POINTS		80

NB: PLEASE NOTE

- Bidder must complete the schedules as below for their submission to be evaluated.
- The names as listed in the COMPULSORY CV TEMPLATE below will be scored for the functional assessment.
- The facilitator, assessor and moderator must sign the COMPULSORY CV TEMPLATE below where required.

FACILITATOR CV TEMPLATE

NB: This **COMPULSORY** template must be completed in full by the proposed Facilitator

1. Facilitator Details

Full Name and Surname:	
ID/Passport No:	
Contact Number:	
Email Address:	
Current Employer:	
Position:	

2. Qualifications

Qualification	**Institution**	**Year Obtained** **(dd-mm-yyyy)**
E.g. E.g. BCom Honours	*Nelson Mandela University*	*15-04-2008*

3. Experience Related to Minimum Competency Regulations Training.

Describe relevant experience, projects undertaken, and years of experience.

No#	Name of Organisation Where the Training Was Conducted	Qualification/Unit Standards Facilitated	Duties Performed	Period (From–To) (dd-mm-yyyy)	Duration (Months/Years)	Number of Learners
1.	*E.g. ABC Traders*	*National certificate: Municipal Finance Management (48965)*	• *Facilitate MFMP training sessions.* • *Guide learner discussions and activities.* • *Assess learners and provide feedback*	*01-01-2024 to* *30-12-2024*	*12 Months*	*30*

4. References.

Reference Name and Surname	**Organisation**	**Contact Number**	**Email Address**

5. Declaration by Facilitator

I hereby declare that the information provided in this template is true and correct.

Signature: _____

Date: _____

ASSESSOR CV TEMPLATE

NB: This **COMPULSORY** template must be completed in full by the proposed Assessor

1. Assessor Details

Full Name and Surname:	
ID/Passport No:	
Contact Number:	
Email Address:	
Current Employer:	
Position:	

2. Qualifications

Qualification	**Institution**	**Year Obtained** **(dd-mm-yyyy)**
E.g. BCom Honours	*Nelson Mandela University*	*15-04-2008*

3. Assessor Accreditations

Name of SETA with which you are Accredited/Registered	**Qualification(s) for which Accreditation as an Assessor has been Obtained**	**Valid Until (dd-mm-yyyy)**
E.g. LGSETA	*National certificate: Municipal Finance Management (48965)*	*31-07-2030*

4. Experience Related to Minimum Competency Regulations Training

Describe relevant experience, projects undertaken, and years of experience.

No#	Organisation for Which the Assessment Was Conducted	Qualification/Unit Standards Assessed	Duties Performed	Period (From–To) (dd-mm-yyyy)	Duration (Months/Years)	Number of Learners
1.	*E.g. ABC Traders*	*National certificate: Municipal Finance Management (48965)*	• *Conduct MFMP learner assessments.* • *Evaluate evidence and record results.* • *Provide feedback and complete assessment records*	*01-01-2024 to* *30-12-2024*	*12 Months*	*30*

5. References

Reference Name and Surname	**Organisation**	**Contact Number**	**Email Address**

6. Declaration by Assessor

I hereby declare that the information provided in this template is true and correct.

Signature: _____

Date: _____

MODERATOR CV TEMPLATE

NB: This **COMPULSORY** template must be completed in full by the proposed Moderator

1. Moderator Details

Full Name and Surname:	
ID/Passport No:	
Contact Number:	
Email Address:	
Current Employer:	
Position:	

2. Qualifications

Qualification	**Institution**	**Year Obtained** **(dd-mm-yyyy)**
E.g. BCom Honours	*Nelson Mandela University*	*15-04-2008*

3. Moderator Accreditations

Name of SETA with which you are Accredited/Registered	**Qualification(s) for which Accreditation as an moderator has been Obtained**	**Valid Until (dd-mm-yyyy)**
E.g. LGSETA	*National certificate: Municipal Finance Management (48965)*	*31-07-2030*

4. Experience Related to Minimum Competency Regulations Training

Describe relevant experience, projects undertaken, and years of experience.

No#	Organisation for Which the Moderation Was Conducted	Qualification/Unit Standards Moderated	Duties Performed	Period (From–To) (dd-mm-yyyy)	Duration (Months/Years)	Number of Learners
1.	*E.g. ABC Traders*	*National certificate: Municipal Finance Management (48965)*	• *Moderate MFMP assessments.* • *Verify assessment results.* • *Provide moderation feedback.*	*01-01-2024 to 30-12-2024*	*12 Months*	*30*

5. References

Reference Name and Surname	**Organisation**	**Contact Number**	**Email Address**

6. Declaration by Moderator

I hereby declare that the information provided in this template is true and correct.

Signature: _____

Date: _____

REFERENCE LETTER
(PLACE ON COMPANY LETTERHEAD)

Date: ___ / ___ / _____

To Whom It May Concern

RE: REFERENCE FOR [BIDDING COMPANY NAME]

This letter serves to confirm that **[Bidding Company Name]** provided training and/or skills development services to **[Client Organisation Name]**.

Project/Programme: [Name of Project/Qualification]
Period of Service: [Start Date] to [End Date]
Number of Learners: [Number of Learners]

The services provided included Tick from the below the relevant services provided

Training and facilitation	Learner assessments.	Moderation and quality assurance.	Learner administration and reporting.	Submission of learner results where applicable.

Any other services: ……..

We confirm that the services were completed satisfactorily and in accordance with the agreed requirements.

☐ YES ☐ NO

The company demonstrated professionalism, competence, and the ability to deliver quality services within the required timeframes.

☐ YES ☐ NO

Based on our experience, we recommend **[Bidding Company Name]** for similar training and skills development projects.

☐ YES ☐ NO

Should you require any further information, please contact me.

Yours faithfully,

Reference Contact Person: _____

Position: _____

Contact Number: _____

Email Address: _____

Signature: _____

Company Stamp

KOUGA LOCAL MUNICIPALITY
NOTICE NO:269/2026
FACILITATION OF TRAINING INTERVENTIONS FOR KOUGA LOCAL MUNICIPALITY

PRICING SCHEDULE

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.

BIDDERS MUST INDICATE THE CATEGORY THEY ARE TENDERING ON BY MARKING YES/ NO **ONE SERVICE PROVIDER WILL BE APPOINTED PER CATEGORY**	
CATEGORY A	
CATEGORY B	

Pricing Structure for Category A

- Bidders must submit a **fixed price per delegate.**
- Pricing must cover all associated costs, including:
  - Facilitator fees
  - Assessment and moderation
  - Travel, accommodation, and subsistence
  - Administrative support
  - ad hoc reporting
  - Learner evaluation and compliance verification

PRICING SCHEDULE:

UNIT STD	Rate per delegate Excl. Vat	Vat	Rate per delegate Incl. Vat
10148	**R**	**R**	**R**

Note: Bidders must note that the Municipality will be responsible for providing the training venue and the courier costs of Portfolio of Evidence (POE's) as indicated under the special conditions.
Bidders must ensure that all pricing submitted is fair, reasonable, and market-related. The Council reserves the right, in terms of the Municipal Finance Management Act (MFMA) and the Supply Chain Management Regulations, to verify all submitted prices and may request additional information or cost breakdowns to determine price reasonableness.

Pricing Schedule: Category B

Bidders must submit fixed rates.

Pricing must cover all associated costs, including:

- Facilitator fees
- Assessment and moderation
- Travel, accommodation, and subsistence
- administrative support
- ad hoc reporting
- Learner evaluation and compliance verification

Operating Regulations for High Voltage Systems (HVRA) and High Voltage Regulations Agreement (ORHVS)	**TOTAL COST PER DELEGATE**		
	Rate per delegate Excl. Vat.	**VAT**	**Rate per delegate Inc. Vat**
	R	**R**	**R**

Medium Voltage (MV) Cable Jointing & Termination	TOTAL COST PER DELEGATE		
	Rate per delegate Excl. Vat.	**VAT**	**Rate per delegate Inc. Vat**
	R	**R**	**R**

Note: Bidders must note that the Municipality will be responsible for providing the training venue and the courier costs of Portfolio of Evidence (POE's) as indicated under the special conditions.
Bidders must ensure that all pricing submitted is fair, reasonable, and market-related. The Council reserves the right, in terms of the Municipal Finance Management Act (MFMA) and the Supply Chain Management Regulations, to verify all submitted prices and may request additional information or cost breakdowns to determine price reasonableness.

NAME OF TENDERER: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

COMPANY REPRESENTATIVE: _____

FORM OF OFFER AND ACCEPTANCE - COMPULSORY
NOTICE NO: 269/2026
FACILITATION OF TRAINING INTERVENTIONS FOR KOUGA LOCAL MUNICIPALITY

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: 269/2026** 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;
      - Valid 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 of the Prices for Facilitation of Training Interventions for Kouga Local Municipality 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**

---

* 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;

3.8.1 If yes, furnish particulars.....

.....

.....

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

3.9.1 If yes, furnish particulars.

……

……

3.10. Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES/NO

3.10.1If yes, furnish particulars.

……

……

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

3.11.1If yes, furnish particulars

……

……..

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

(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.

YES / NO

3.12.1If yes, furnish particulars.

……

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

……

……

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

3.14.1 If yes, furnish particulars.

.....

.....

.....

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

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

…….. ……..

Signature Date

…… ……....

Capacity Name of Bidder

Commissioner of Oaths

MBD 6.1

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

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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:
Preference in terms of locality of the service provider/contractor rendering services to Kouga Local Municipality.

NO	Specific Goals Categories	Max points allocation	Evaluation indicators
1	B-BBEE Status level Contributor	10	As for B-BBEE points allocation table below.
2	Local area of supplier or contractors	10	**10 Points**- Located within the boundaries of the Kouga Local Municipality **6 Points**- Located within the boundaries of Sarah Baartman District Municipality & Nelson Mandela Metro Municipality **4 Points-** Located within the boundaries of the Eastern

			Cape **1 Point-** Outside of the boundaries of the Eastern Cape

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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

- ϒ ☐ Partnership/Joint Venture / Consortium
- ϒ ☐ One-person business/sole propriety
- ϒ ☐ Close corporation
- ϒ ☐ Public Company
- ϒ ☐ Personal Liability Company

ϒ☐ (Pty) Limited
ϒ☐ Non-Profit Company
ϒ☐ 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:	……
	……
	……
	……

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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than ONE month?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS

DECLARATION FORM TRUE AND CORRECT.

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

……... **……..**

Signature **Date**

……. **……..**

Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION - COMPULSORY

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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 269/2026
FACILITATION OF TRAINING INTERVENTIONS FOR KOUGA LOCAL MUNICIPALITY

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 consortium[3] 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 and Consolidated B-BBEE score card together with this annexure.

Section 1: Name of each enterprise: _____

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

SIGNED ON BEHALF OF TENDERER _____

KOUGA LOCAL MUNICIPALITY

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Kouga Municipality, or to any other municipality or municipal entity, are in arrears for more than **1 (one) month**. **The certificate will not be accepted as locality points and solely for compliance with Section 38 (1)(d) of the SCM policy.**

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 **1 (one) month.**

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 a valid rental/lease agreement must be submitted with this tender.

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

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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: .....

ATTACH HERETO ALL DOCUMENTS AS REQUIRED IN THE TENDER