

ABOVE R30 000 to R300 000		 SALDANHA BAAI BAY MUNISIPALITEIT MUNICIPALITY uMASIPALA	
ADVERTISEMENT DATE:	03 September 2026		
Q NUMBER:	Q181/2027		
DESCRIPTION OF GOODS/SERVICES:	APPOINTMENT OF A SERVICE PROVIDER FOR THE CAPTURE, LOADING AND TRANSPORTATION OF STRAY OR ROAMING LIVESTOCK TO THE DESIGNATED MUNICIPAL ANIMAL POUND, ON AN AS-AND-WHEN-REQUIRED BASIS, FROM THE DATE OF APPOINTMENT UNTIL 30 JUNE 2027.		
CLOSING DATE:	11 September 2026		
TIME:	12H00		
VALIDITY PERIOD	90 days (will automatically extend as per requirement in clause 22(1)(g) of the SCM Policy)		
SUBMISSIONS:	Sealed quotations clearly marked, " Q " number, must be placed (hand delivered) in the quotation box at: Investment Centre (Ground floor), Saldanha Bay Municipality, 15 Main Road (Private Bag x12), VREDENBURG, 7380		
DELIVERY DATE:	As and when required, following an authorised municipal instruction.		
DELIVERY ADDRESS:	Saldanha Bay Municipal Animal Pound, Farm Eenzaamheid 135, Portion 89, Vredenburg, Western Cape, or another location designated in writing by the Municipality.		
CONTACT PERSON (SBM):	Inspector A Coraizin	TELEPHONE OR CELLPHONE NUMBER:	022 701-6858 / 072 899 4231
EMAIL ADDRESS:	Agatha.Coraizin@sbm.gov.za		
EVALUATION CRITERIA:	TOTAL AMOUNT:	YES	
	PER ITEM:	NO	
	EVALUATION CRITERIA:	See details in document	
	SITE MEETING DATE (Compulsory):	N/A	
NAME OF BUSINESS:			
CSD NUMBER:			
CONTACT PERSON:			
EMAIL ADDRESS:			
TELEPHONE OR CELL PHONE NUMBER:			
STREET ADDRESS OF BUSINESS:			
AMOUNT:	R (Only if award is made on total amount)		
NOTE: Only an official order OR appointment letter will be deemed a legal contract with Council. No business may be conducted with a person in service of the state.			

INSTRUCTION TO TENDERER

The General Conditions of Contract (July 2010) is applicable to this Quotation.

1. The quotation, sealed in an envelope and **externally endorsed with the relevant quotation number**, must be submitted to the abovementioned **"Quotation Return"** address and can either be **hand-delivered or couriered**. It is the supplier's responsibility to make sure that the quote with all relevant documents reach this office before the closing date and time and is placed in the correct quotation box or handed in at the Supply Chain Management office (Second Floor, 15 Main Road, Buller Centre (Investment Centre) Vredenburg, 7380). Late Quotations will not be accepted.
2. **It is compulsory for all suppliers to be registered on the Central Supplier Database (CSD). NO AWARD WILL BE MADE TO A SUPPLIER WHO IS NOT REGISTERED ON THE CSD.** Please ensure that your registration on the CSD remains active.
3. **The quotation originally completed in ink MUST be done on the attached "Invitation to Quote" form and suppliers may additionally add a quotation on their business' letterhead. Copies of Quotation documents will be disregarded.**
4. The use of correction fluid (TIPPEX) on the price schedule is prohibited and quotations will be found non-responsive.
5. The quotation must be on items that strictly conform to the specifications as requested (mentioned). **Quotations must be submitted in line with specifications stipulated – pricing must be done per item or per bill of quantities.** In the event of any items not conforming to the specifications, additional costs may be recovered from the tenderer.
6. Delivery charges MUST be included in the price for "Supply and Delivery of Goods".
7. Calculation errors will be corrected; where the quote is based on items or quantities, tariffs (unit rates) will be regarded as correct. In the case of a construction work quote the total amount will be regarded as correct.
8. Tenderers must duly complete, sign and submit the following compulsory forms:
 - 8.1. Declaration of interest (MBD 4). **NO BUSINESS MAY BE CONDUCTED WITH PERSONS IN SERVICE OF THE STATE.**
 - 8.2. Preference Points Claim form (MBD 6.1)
 - 8.3. Declaration of bidder's past supply chain practices (MBD 8)
 - 8.4. Declaration of municipal accounts of company and directors
 - 8.5. Certificate for independent bid determination (MBD 9)

Note: All relevant documents can be downloaded at www.sbm.gov.za > Tenders / Quotations > Supply Chain Documents.

9. Tenderers must submit the following proof to claim preference points:

9.1. B-BBEE

Original or originally certified B-BBEE certificate or Affidavit; and

9.2. Locality

9.2.1. Where the tenderer is the owner of the property

The municipal account must be registered in the trading name of owner of the property, for example:

- Partnership (Lead company according to agreement).
- Joint Venture (Lead company according to agreements and where daily operations are done).
- Close Corporation (name of the CC).
- Public Company "Limited or Ltd" (name of the company).
- Private company / Proprietary company / (Pty) Ltd (name of the company).
- Non-Profit Company "NPC" (name of the company).
- State Owned Company "SOC" (name of the SOC).
- In the case of a One-person business / sole propriety the account must either be in the trading name or in the owner's name.
- In the case of a Private Company (Pty) Ltd. (small businesses') which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

9.2.2. Where the tenderer is not the owner of the property

Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.
OR
- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - That the sole propriety is conducting business from the said address as indicated in the bid documents.
 - What are the conditions/agreement for conducting business from premises.
 - For example: declares that no written lease agreement exist, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
 - The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.
 - NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

Note: Affidavits valid for a period of 3 months

Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:

- If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
 - What are the conditions/agreement for conducting business from premises.

- For example: declares that no written lease agreement exist, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.
- The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
- If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
- NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

9.2.3. Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises

- If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
- In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 9.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD CIPC, if necessary.

A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.

10. The municipality may accept the whole or a part of the quote where the quote comprises of more than one item.
11. The municipality does not bind itself to accept the lowest or any bid.
12. The acceptance of the quote and the subsequent issuing of an official order constitute a legal binding document and may not be cancelled.
13. Goods and services may only be provided after and according to the official order issued.
14. All contractors to ensure that waste generated during a construction period of a building project is appropriately contained on site and correctly disposed of at a registered landfill site or drop-off facility. The management of waste is continuous, and waste is not allowed to accumulate to a point where it is unsightly, creates windblown litter or any form of nuisance. Upon completion of the project safe disposal certificates need to be submitted to the project manager as proof that all waste was disposed of in the correct manner. The submission of safe disposal certificates will be a pre-requisite for the processing of payment certificates. Construction and demolition waste (Bricks, mortar, concrete, sand, tiles, etc.) should be stored in a container (Skip or similar) or must be covered with netting if stock-piled on site. All other waste generated on site such as, plastics, paper, cement bags, etc. must be stored in a dedicated mesh cage/enclosure to avoid windblown litter. No waste may be placed on the side walk or surrounding properties. Law Enforcement will conduct regular inspections and non-compliant contractors will be fined.
15. **"All documents and / packaging of courier must be clearly marked Q with the number. It remains the responsibility of the service provider/contractor to ensure that his quotation bid is clearly marked and placed in the correct box."**

QUOTATIONS WILL BE EVALUATED IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS, 2022, PREFERENTIAL PROCUREMENT POLICY OF COUNCIL.

NB!! FAILURE TO COMPLY WITH THE ABOVEMENTIONED CONDITIONS WILL INVALIDATE YOUR QUOTE!!!

I hereby declare that I understand the above and is duly authorised to sign on behalf of the abovementioned company

PRINT NAME

SIGNATURE

DATE

SUBMISSION OF INVOICES

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:

- The words "TAX INVOCIE" in a prominent place;
- Name, address and VAT registration number of the supplier;
- The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;
- The Saldanha Bay Municipality VAT registration number: 4100113150;
- Unique VAT invoice number and date of issue;
- Accurate description of goods and/or services;
- Quantity or volume of goods or services supplied; and
- Price and VAT amount and percentage (%).

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

Invoices are to be either mailed or physically delivered to:

Email: creditors@sbm.gov.za
Physical address: Creditors Depart – 1st Floor, Beansa Building
21 Main Road
Vredenburg
7380

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company

PRINT NAME

SIGNATURE

DATE

MBD 4 (DECLARATION OF INTEREST)

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 favoritism, 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 authorized representative declare their position in relation to the evaluating/adjudicating authority.

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 of the national Council of provinces

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

c) an official of any municipality or municipal entity;

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

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

f) an employee of parliament or a provincial legislature

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

3. PERSONAL DETAILS

3.1. Name of bidder/representative:

3.2. ID Number:

3.3. Position in Company:

3.4. Company Registration Number:

3.5. Tax Reference Number:

3.6. VAT Registration Number:

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

QUESTIONNAIRE

3.8. Are you presently in service of the state?

YES

NO

3.8.1. If YES, please furnish particulars:

3.9. Have you been in service of the state for the past 12 months?

YES

NO

3.9.1. If YES, please furnish particulars:

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

YES

NO

3.10.1. If YES, please 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 /adjudication of this bid?

YES

NO

3.11.1. If YES, please furnish particulars:

3.12. Any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES

NO

3.12.1. If YES, please furnish particulars:		
3.13. Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
3.13.1. If YES, please furnish particulars:		
3.14. Do you or any of the directors, trustees, managers, principle shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for his contract?	YES	NO
3.14.1. If YES, please furnish particulars:		
4. DETAILS OF DIRECTORS/TRUSTEES/MEMBERS/SHAREHOLDERS		
FULL NAME	ID NUMBER	STATE EMPLOYEE NUMBER
 Signature	 Date	
 Position:	 Name of Bidder:	

MBD 6.1 (PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM)

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, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL.

1. GENERAL CONDITIONS

1.1 The following preference point system is 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)

1.2 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 (B-BBEE status level contribution and Locality).

1.3 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20 (10 BBBEE and 10 Locality)
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.4 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.

1.4.1 B-BBEE

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.4.2 LOCALITY

Failure on the part of tenderer to submit the following:

- where the tenderer is the owner of the property / business:
 - municipal account registered in the name of the tenderer not older than 3 months;
- where the tenderer is not the owner of the property / business:
 - a valid lease agreement; or
 - affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost not older than 3 months.
- where the tenderer submitted incorrect or outdated information (account, lease agreement or affidavit) or none of the above, it will be interpreted to mean that preference points for Locality are not claimed.

NOTE: SEE INSTRUCTION TO TENDER ON COMPLETE DOCUMENTS THAT MUST BE SUBMITTED.

1.5 The municipality 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 municipality.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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;
- (e) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **“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
- (h) **“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 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

4.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

In terms of the Preferential Procurement policy of Council section 5(2) and 7(2), 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 and 2 below as may be supported by proof/ documentation stated in the conditions of this tender:

5.1

B-BBEE

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5.2

LOCALITY

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Saldanha Bay Municipality	10
Within the boundaries of the West Coast District	5
Within the boundaries of the Western Cape	2
Outside the boundaries of the Western Cape or failure to provide proof	0

6. DECLARATION

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

6.1 B-BEE-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

B-BBEE Status Level of Contribution: _____ (maximum of 10 points)

6.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2

LOCALITY: _____ (maximum of 10 points)

7. DECLARATION WITH REGARD TO COMPANY / FIRM

7.1 Name of company / firm: _____

7.2 Company registration number: _____

7.3 VAT registration number: _____

7.4 Type of company / firm:

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

7.5 MUNICIPAL INFORMATION (INFORMATION TO CLAIM POINTS FOR LOCALITY)

Municipality where business is situated: _____

Street address of business:

Registered municipal account number: _____

7.6 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 5, 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:

MBD 8 (DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES)

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - been convicted for fraud or corruption during the past five years;
 - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 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 as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	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:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

Signature _____

Date _____

Position _____

Name of Tenderer _____

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

Yes
☐

No
☐

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 9 Directors, a schedule with addresses must also be attached to the tender document.

Director 1 Address:

Director 2 Address:

Director 3 Address:

Director 4 Address:

Director 5 Address:

Director 6 Address:

Director 7 Address:

Director 8 Address:

Director 9 Address:

Attach page if space insufficient.

MBD 9 (CERTIFICATE OF INDEPENDENT BID DETERMINATION)

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 37(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:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)
in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)
do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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.

- 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.

EVALUATION CRITERIA
80/20 PREFERENCE POINT SYSTEM

EVALUATION CRITERIA
80/20 PREFERENCE POINT SYSTEM

EVALUATION CRITERIA		
80/20 PREFERENCE POINT SYSTEM		
COMPULSORY DOCUMENTS TO BE SUBMITTED BY SUPPLIERS	Comply Please mark/tick where applicable	
MBD 4 - Declaration of Interest	YES	NO
MBD 6.1 - Preference Points Claim form • Original or originally certified B-BBEE certificate or affidavit • Municipal account for business or lease agreement <u>(See instruction to Tenderer and details in MBD 6.1 for proof required) 0 points will be allocated if incomplete or invalid</u>	YES	NO
MBD 8 - Declaration of Bidder's Past Supply Chain Management Practices	YES	NO
Declaration – Director's municipal accounts	YES	NO
MBD 9 - Certificate of Independent Bid Determination	YES	NO
Municipal accounts or lease agreements for directors	YES	NO
Company registration documents- CIPC	YES	NO
Copies of the current vehicle and trailer licence documents for the vehicles proposed for the service;	YES	NO
Details of at least one contactable reference for similar livestock-handling or transportation work, attach reference	YES	NO
I hereby declare that I am duly authorised to sign on behalf of the abovementioned company		
PRINT NAME	SIGNATURE	DATE

SPECIAL CONDITIONS OF CONTRACT

- Council reserves the right to order any quantity including none.
- Quantities indicated below are only estimated.
- Quantities are only for evaluation purposes, and evaluation will be done on total

The following Special Conditions of Contract shall apply in addition to the General Conditions of Contract and shall be binding on the appointed service provider for the duration of the contract.

1. Nature and Extent of the Appointment

1.1 The appointment is for the capture, loading and transportation of stray or roaming livestock to the designated Municipal Animal Pound, on an as-and-when-required basis, from the date of appointment until 30 June 2027.

1.2 Services may be rendered only upon an instruction issued by an official authorised by Saldanha Bay Municipality.

1.3 The Municipality does not guarantee any minimum number of call-outs, animals, quantities or expenditure.

1.4 The evaluation quantities contained in the Pricing Schedule are provided solely for evaluation purposes and do not constitute a guarantee of work, service volumes or expenditure.

1.5 A standard evaluation quantity of one has been assigned to each pricing item. Quotations will be evaluated on the total evaluated price calculated from all the unit rates, including VAT where applicable.

1.6 The Municipality reserves the right to require any quantity of services, including no services, subject to operational requirements and the approved budget.

1.7 The total expenditure under the appointment shall not exceed the authorised contract value or available approved budget.

2. Compliance with Legislation

2.1 The service provider must comply with all applicable legislation, municipal by-laws, animal-welfare requirements and lawful instructions issued by the Municipality, including the Animals Protection Act 71 of 1962, as amended.

2.2 All livestock must be located, approached, secured, captured, restrained, loaded, transported and off-loaded humanely and without avoidable injury, suffering or distress.

2.3 A material or repeated failure to comply with applicable legal or animal-welfare requirements may result in corrective action, suspension of services or termination of the appointment, subject to the applicable contractual process.

3. Personnel, Vehicles and Equipment

3.1 The service provider must provide sufficient suitably experienced personnel to safely capture, restrain, load, transport and off-load the livestock concerned.

3.2 All vehicles and trailers used to perform the service must be:

- roadworthy and licensed;
- suitable for the species and number of animals being transported;
- designed or adapted to prevent injury and escape;
- adequately ventilated;
- fitted with secure gates and appropriate partitions where necessary; and
- maintained in a clean, safe and serviceable condition.

3.3 The service provider must provide all ramps, gates, ropes, halters, restraints, partitions and other equipment reasonably necessary to perform the service safely and humanely.

3.4 All vehicles, trailers and capture equipment must be made available for inspection by the Municipality before appointment and at any time during the contract period.

3.5 Municipal officials may assist with scene safety, traffic control and crowd management where reasonably available. Responsibility for the capture, restraint, loading and transportation of livestock remains with the service provider.

4. Authorised Call-outs, Response Times and Availability

4.1 The service provider must maintain an operational 24-hour telephone number for authorised municipal call-outs.

4.2 Receipt of an authorised call-out must be acknowledged within 30 minutes.

4.3 The service provider must attend the specified location within 60 minutes after acknowledging the call-out, unless:

- a different response time is agreed with the authorised municipal official;
- weather, road conditions or circumstances beyond the service provider's reasonable control prevent timeous attendance; or
- the location or operational circumstances reasonably require additional travelling or preparation time.

4.4 When acknowledging the call-out, the service provider must provide the authorised municipal official with an estimated time of arrival. Any anticipated delay must be communicated immediately.

4.5 The service provider may not accept an instruction directly from a member of the public and claim payment from the Municipality. Every payable service must be authorised by the Municipality and allocated an official call-out or reference number.

5. Scope of Work and Completion of Service

5.1 An authorised service includes, where applicable:

- attending the location specified by the Municipality;
- locating the reported livestock within the identified area;
- safely securing, capturing or restraining the livestock;
- loading the livestock onto a suitable vehicle or trailer;
- transporting it to the designated Municipal Animal Pound;
- safely off-loading it; and
- obtaining written confirmation of delivery from an authorised pound official.

5.2 The service may be required throughout the geographical jurisdiction of Saldanha Bay Municipality, including:

- Vredenburg;
- Saldanha;
- Langebaan;
- Hopefield;
- St Helena Bay;
- Paternoster; and
- Jacobs Bay,

as well as surrounding areas falling within the municipal boundary.

5.3 The service provider must be able to respond to authorised call-outs throughout the service area. No additional charge may be imposed merely because a call-out occurs in a particular town, except for the applicable distance-based rate provided in the Pricing Schedule.

5.4 For purposes of this quotation:

“Livestock” means cattle, including cows, bulls, oxen, heifers and calves; sheep; goats; and pigs.

5.5 A successful service shall be regarded as completed only after the livestock has been safely captured, loaded, transported, off-loaded and formally handed over at the designated Municipal Animal Pound.

5.6 The service provider must immediately report any escape, injury, death, accident, property damage or other material incident occurring while performing the service.

5.7 The service provider must submit a completed service report for every call-out, whether successful or unsuccessful.

6. Unsuccessful Call-outs

6.1 Where the service provider attends an authorised call-out, but the reported livestock cannot be located or safely captured, the provider shall not be entitled to claim the successful capture-and-transport rate.

6.2 The tendered unsuccessful call-out fee may be paid only where:

- the service provider attended within the required or agreed response time;
- the service provider arrived with sufficient personnel and suitable vehicles, trailers and equipment;
- a reasonable and humane attempt was made to locate and secure the livestock;
- the failure resulted from circumstances beyond the service provider's reasonable control;
- a complete written service report was submitted; and
- the unsuccessful call-out was verified and signed off by an authorised municipal official.

6.3 No unsuccessful call-out fee shall be payable where the service provider:

- arrived without sufficient personnel or appropriate equipment;
- failed or refused to make a reasonable attempt;
- attended the incorrect location due to its own error;
- arrived outside the required response time without acceptable justification;
- abandoned the service without municipal authorisation; or
- failed to submit the required supporting records.

6.4 The service provider may recommend that an operation be suspended on public-safety or animal-welfare grounds. The operation may be suspended only with the approval of the authorised municipal official, except where immediate withdrawal is reasonably necessary to prevent imminent injury to a person or animal.

7. Delivery Point

7.1 All captured livestock must be delivered to:

Saldanha Bay Municipal Animal Pound, Farm Eenzaamheid 135, Portion 89, Vredenburg, Western Cape

7.2 The Municipality may designate another delivery point in writing where operationally necessary.

7.3 Livestock may not be delivered to, released at or transferred to any other person or facility without prior written authorisation from the Municipality.

8. Service reliability and alternative arrangements

8.1 The service provider must perform every accepted instruction reliably and in accordance with the contract.

8.2 If the appointed service provider is unavailable, fails to respond, cannot provide the required service or does not possess the necessary capacity for a particular call-out, the Municipality may obtain the required service from another suitable provider in accordance with its Supply Chain Management Policy.

8.3 Repeated failure to respond or perform may constitute poor performance and may result in corrective action, suspension or termination of the appointment.

8.4 Nothing in the appointment grants the service provider an exclusive right to provide the services.

9. Contract Period and Termination

9.1 The appointment will commence on the date stated in the official appointment letter and terminate on 30 June 2027, unless terminated earlier in accordance with the contract.

9.2 The Municipality may terminate the appointment upon 14 calendar days' written notice where the service provider:

- repeatedly fails to respond or perform the service;
- breaches a material condition of the contract and fails to remedy the breach within the period specified in a written notice;
- provides false, inaccurate or fraudulent service records or invoices;
- fails to maintain the required vehicles, equipment, insurance or operational capacity; or

- acts in a manner that materially compromises public safety or animal welfare.

9.3 The Municipality may immediately suspend the service provider from receiving further call-outs where continued performance presents a material risk to people, animals or municipal interests, pending investigation and appropriate contractual action.

10. Prices

10.1 All tendered rates must include labour, travel, fuel, vehicles, trailers, equipment, capture, loading, transportation, off-loading, administration and all other costs necessary to perform the service.

10.2 All tendered rates shall remain fixed for the full contract period.

10.3 No additional charge, surcharge, travelling cost or disbursement shall be payable unless expressly provided for in the approved pricing schedule and authorised by the Municipality.

10.4 The service provider may not charge a separate travelling fee for each animal where more than one animal is collected during the same call-out.

11. Invoicing and Payment

11.1 Payment will be considered only upon receipt of:

- a valid tax invoice quoting the official order number and call-out reference number;
- a completed service report;
- verification of the service by an authorised municipal official; and
- in the case of a successful service, written confirmation of delivery to the designated Municipal Animal Pound.

11.2 The invoice must clearly distinguish between:

- a successful capture-and-transport service;
- an authorised unsuccessful call-out; and
- any additional livestock captured and transported during the same call-out.

11.3 No payment shall be made for an unauthorised call-out or service.

11.4 Valid and properly supported invoices will be processed within 30 days of receipt, subject to the Municipality's standard verification procedures.

12. Insurance and Liability

12.1 Before commencement of the service, the appointed service provider must submit proof of appropriate insurance reasonably required for the vehicles, trailers and operational risks associated with the service.

12.2 The required insurance must remain valid for the full contract period.

12.3 The service provider shall be responsible for loss, injury or damage arising from its negligent or unlawful acts or omissions, including those of its employees or subcontractors.

12.4 The service provider must notify the Municipality immediately of any incident that may result in an insurance claim.

13. Animal Welfare and Prohibited Conduct

13.1 Livestock must be treated humanely at all times during capture, restraint, loading, transportation and off-loading.

13.2 No livestock may be:

- beaten, dragged or handled in a manner likely to cause avoidable injury or suffering;
- lifted by its head, horns, ears, tail, fleece or limbs;
- transported in an overcrowded or unsafe vehicle;
- transported together with incompatible animals without suitable separation; or

- tranquilised, injured, destroyed or subjected to invasive treatment without lawful authority and suitably qualified assistance.

13.3 Any allegation of animal cruelty, neglect or unsafe handling will be investigated and may result in suspension, contractual action or referral to the appropriate authority.

PRE-QUALIFICATION CRITERIA / MANDATORY MINIMUM SUBMISSION REQUIREMENTS

Bidders must submit:

- a completed and signed pricing schedule;
- copies of the current vehicle and trailer licence documents for the vehicles proposed for the service;
- details of at least one contactable reference for similar livestock-handling or transportation work; and
- a 24-hour contact number.

The Municipality reserves the right to inspect the preferred bidder's vehicles, trailers and equipment and to verify its capacity and experience before an appointment is made. The preferred bidder must demonstrate that it has access to suitable personnel, vehicles, trailers and equipment to safely capture, load and transport the livestock covered by this quotation.

Pricing Instructions

1. Bidders must provide a unit rate for every item in the prescribed pricing schedule.
2. All rates must include the personnel, travel, fuel, vehicles, trailers, equipment, capture, loading, transportation, off-loading, administration and all other costs necessary to perform the service.
3. The successful call-out rate includes the capture, loading and transportation of the first animal.
4. Where more than one animal is captured and transported during the same call-out, the applicable additional-animal rate may be charged for each additional animal.
5. No separate call-out, travelling or kilometre charge may be charged for additional animals handled during the same operation.
6. An unsuccessful call-out rate may be claimed only where the applicable requirements contained in the Special Conditions of Contract have been met and the call-out has been verified by an authorised municipal official.
7. All tendered rates must remain fixed from the date of appointment until 30 June 2027.
8. Prices must be stated exclusive of VAT. VAT must be added separately where the bidder is registered for VAT.
9. No alternative pricing schedule will be accepted.

Quotations will be evaluated on the total evaluated price, calculated as the sum of all unit rates and including VAT where applicable.

PRICING SCHEDULE				
Item	Particulars	Estimated Quantity	Unit price (vat excluded)	Total Price
A. Ordinary hours				
Ordinary hours: Monday to Saturday, from 07:45 to 19:00, excluding public holidays.				
1	Successful call-out: 0–30 km, including capture, loading and transportation of the first animal	1		
2	Successful call-out: 31–60 km, including capture, loading and transportation of the first animal	1		
3	Successful call-out: 61 km and above, including capture, loading and transportation of the first animal	1		
4	Unsuccessful authorised call-out: 0–30 km	1		
5	Unsuccessful authorised call-out: 31–60 km	1		
6	Unsuccessful authorised call-out: 61 km and above	1		
7	Each additional sheep or goat captured, loaded and transported during the same call-out	1		
8	Each additional cattle animal or pig captured, loaded and transported during the same call-out	1		
B. After hours				
After hours: All times falling outside ordinary hours, including Sundays and public holidays.				
9	Successful call-out: 0–30 km, including capture, loading and transportation of the first animal	1		
10	Successful call-out: 31–60 km, including capture, loading and transportation of the first animal	1		
11	Successful call-out: 61 km and above, including capture, loading and transportation of the first animal	1		
12	Unsuccessful authorised call-out: 0–30 km	1		
13	Unsuccessful authorised call-out: 31–60 km	1		
14	Unsuccessful authorised call-out: 61 km and above	1		
15	Each additional sheep or goat captured, loaded and transported during the same call-out	1		
16	Each additional cattle animal or pig captured, loaded and transported during the same call-out	1		
TOTAL (VAT Exclusive)				
VAT 15%, if applicable		VAT registration nr: 4.....		
TOTAL EVALUATED PRICE (VAT INCLUSIVE)				R....._.....
NB: QUOTATIONS MUST REMAIN VALID FOR AT LEAST 90 DAYS FROM THE CLOSING DATE.				

Important Pricing Notes

The applicable distance band will be determined according to the shortest reasonable road distance between the authorised call-out location and the designated Municipal Animal Pound. Distance will not be calculated from the bidder's home, office, farm, depot or operating premises.

The evaluation quantities are provided solely for the calculation of a comparable total evaluated price and do not represent anticipated or guaranteed service volumes. A standard evaluation quantity of one has been assigned to each pricing item for evaluation purposes.

Actual services will be requested on an as-and-when-required basis and will be subject to operational requirements, the authorised contract value and the available approved budget.

The total evaluated price is used only to compare quotations and does not represent the value of the appointment or a guaranteed financial commitment by the Municipality.

The number and type of livestock captured and transported must be recorded on the service report and confirmed upon delivery at the Municipal Animal Pound.