



BREED VALLEY

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

TENDER NO.: BV 1077/ 2024

**PROVISION OF POUND MANAGEMENT SERVICES AND ANCILLARY FUNCTIONS WITHIN BVM
AREA FOR A PERIOD ENDING 30 JUNE 2027**

PROCUREMENT DOCUMENT

Closing Date and Time: 24 May2024 – 11:00

NAME OF TENDERER:

April 2024

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Breedevally Municipality
Private Bag X0346, Worcester, 6850

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

D. Apollis
**Head: Traffic Law Enforcement,
Security and Public Transport**
Tel. Number: **023 348 2707**

Worcester Supply Chain Management Unit; 51B Baring Street; Worcester; 6850 Tel: 023 348 2951; Fax: 086 445 0476
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TENDER DETAILS					
TENDER NUMBER:	BV 1077/ 2024				
TENDER TITLE:	PROVISION OF POUND MANAGEMENT SERVICES AND ANCILLARY FUNCTIONS WITHIN BVM AREA FOR A PERIOD ENDING 30 JUNE 2027				
CLOSING DATE:	FRIDAY, 24 MAY 2024	CLOSING TIME:	11:00		
CLARIFICATION & SITE MEETING:	DATE:	N/A	TIME:	11:00	COMPULSORY: N/A
SITE MEETING ADDRESS:	N/A				
CIDB GRADING REQUIRED:	N/A	LEVEL AND CATEGORY:	N/A		
BID BOX NO:	N/A	SITUATED AT: Breede Valley Municipal Credit Control Offices, 53 Baring Street, Worcester The bid box (outside the office – black tender box) is generally open 24 hours a day, 7 days a week. If the tender document exceeds the size of the deposit opening of 390mm x 85mm, the tender should be delivered during office hours.			
OFFER TO BE VALID FOR:	150	DAYS FROM THE CLOSING DATE OF BID.			

TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)			
NAME OF TENDERER:			
NAME OF CONTACT PERSON:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE NO:		FAX NO.	
E-MAIL ADDRESS:			
CSD Registration no.		WCSD Registration no.	

DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

PLEASE NOTE:
1. Tenders that are deposited in the incorrect box will not be considered.
2. Tender box deposit slot is 390 mm x 85 mm.
3. Mailed, telegraphic or faxed tenders will not be accepted.
4. If the bid is late, it will not be accepted for consideration.
5. Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER
1. TECHNICAL ENQUIRIES	D. Apollis	023 348 2707
	D. Maart	023 347 2702
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	V. Mondi	023 348 2946
	W. Bells	023 348 2954

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PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

1.	Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No
2.	Authority to sign for a Joint venture - Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No
3.	MBD 1 (Terms and Conditions of bidding - Tax Compliance Status) - Is a VALID Tax Clearance Certificate or a valid SARS verification pin attached?	Yes	No
4.	MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No
5.	MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate , the original B-BBEE Certificate or a sworn affidavit attached?	Yes	No
6.	MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No
7.	MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No
8.	MBD 15 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, Affidavit confirming of residential address or renting of business premises or rental agreement, etc. provided on the form as requested?	Yes	No
9.	MBD16 (Key Performance Indicators) - Is the form duly completed and signed?	Yes	No
10.	Schedule 1 - Is the documents of incorporation and professional registration attached?	Yes	No
11.	Schedule 2 – Is the copies if identity attached?	Yes	No
12.	Schedule 3 - Is the certificate of banking details completed?	Yes	No
13.	Specifications - Is the form duly completed and signed?	Yes	No
14.	Schedule of Work Experience of Tenderer - Is the form duly completed and signed? Substantial reference letters attached?	Yes	No
15.	Schedule of Work Experience of Key-Personnel - Is the form duly completed, signed and attached?	Yes	No
16.	Schedule of Plant and Equipment - Is the form duly completed, signed and attached?	Yes	No
17.	Proof of access to a Veterinarian, registered with the South African Veterinary Council - Is the registration document of the Veterinarian attached?	Yes	No
18.	Work Methodology - Is the company's proposed plan of action attached?	Yes	No
19.	Is the Proposed Standard Operating Procedure (SOP) for claiming stray animals attached?	Yes	No
20.	Examples in terms of the service provider's admission forms, assessment forms, admission register, monthly statistical report, collection reports, daily/ routine unit/ animal checklists, etc. – Is relevant proof of evidence attached?	Yes	No
21.	Service Provider profile - Is the detailed profile attached?	Yes	No
22.	List of serviceable animal capture and handling equipment and travelling cages - Is relevant proof of evidence attached?	Yes	No
23.	Reference letters substantiating relevant work experience of Service provider - Is relevant proof of evidence attached?	Yes	No
24.	Pricing Schedule - Is the form duly completed and signed?	Yes	No
25.	MBD 7.2 (Contract form – Services) - Is the form duly completed and signed?	Yes	No

26.	DATA BASE REGISTRATION - Is the form duly completed and signed? Are ALL the supporting documents in terms of CSD registration attached?		Yes		No	
SIGNATURE			NAME (PRINT)			
CAPACITY			DATE			
NAME OF FIRM						

2. TENDER NOTICE & INVITATION TO TENDER
TENDER NO. BV 1077/ 2024
PROVISION OF POUND MANAGEMENT SERVICES AND ANCILLARY FUNCTIONS WITHIN BVM AREA FOR A PERIOD ENDING 30 JUNE 2027

The Breede Valley Municipalities invite tenders for the provision of pound management services and ancillary functions within BVM area for a period ending 30 June 2027.

Only established, reputable service providers with a verifiable track record in the provision of pound management services and ancillary functions are encouraged to participate in this tender. Interested service providers/ companies are encouraged to participate in this tender. Interested service providers can request or collect bid documents from the Supply Chain Management Offices, 51B Baring Street, Worcester. Documents are to be requested or collected as from Friday, 19 April 2024, during office hours Mondays to Fridays 08h00 – 13h00 and 13h30 – 15h00. A non-refundable fee of R 230-00 (Two Hundred and Thirty Rand) for each set of documents, payable by cash deposits and EFT's. Please note: The R230 is only payable if you collect the documents in hard copy from our offices. Documents are also electronic available upon request, free of charge, as the printing costs are for the bidder's own account.

Any enquiries regarding the bidding procedure or the issue of bid documents shall be directed to the Supply Chain Management Unit, for attention of Mr. Vusumzi Mondi, at telephone number 023 348 2946 or e-mail address: vmondi@bvm.gov.za. Alternatively, the Supply Chain Officer: Procurement, Mr. Bells can be contacted at telephone number 023 348 2946 or e-mail address: wbells@bvm.gov.za. Any enquiries regarding technical information shall be directed to the Head: Traffic Law Enforcement, Security and Public Transport, Mr. Danny Apollis can be contacted at 023 348 2707 or emailed at dapollis@bvm.gov.za. Alternatively, the Manager: Traffic and Law Enforcement Services, Mr. Danvin Maart, can be contacted at telephone number 023 347 0959 or e-mail at dmaart@bvm.gov.za

Tender offers, in properly sealed envelopes and clearly marked on the outside with the corresponding bid number and description, must timeously be placed in the tender box at Breede Valley Municipal Credit Control offices, 53 Baring Street, Worcester, by not **later than 11h00 on Friday, 24 May 2024**. Telephonic, telegraphic, telex, facsimile, electronic or e-mailed, bids will not be accepted. If the bid is late, it will not be accepted for consideration.

The Employer does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or any part thereof, which may result in the acceptance of more than one tender, whichever the case may be. The Employer shall apply the Municipal Supply Chain Management Policy as adopted in terms of Section 111 of the Municipal Financial Management Act, 2003 (Act No 56 of 2003) and relevant regulations. All eligible bids received shall be evaluated in terms of the Employer's Supply Chain Management Policy, the Preferential Procurement Framework Act, the Preferential Procurement Regulation of 2022 and Council's Preferential Procurement Policy. The 80/20 preference point system shall be applicable. No bids will be considered from persons in the service of the state.

Breede Valley Municipality
 Private Bag X3046
 WORCESTER

D. MCTHOMAS
 MUNICIPAL MANAGER
 SC 12/2023

3. AUTHORITY TO SIGN A BID

TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)

1	Company (Pty) Ltd. & Ltd.		Please complete section 1 below
2	Close Corporation (CC)		Please complete section 2 below
3	Sole Proprietor		Please complete section 3 below
4	Partnership		Please complete section 4 below
5	Consortium, Club, Trust, etc.		Please complete section 5 below
6	Joint Venture		Please complete section 6 below

1. COMPANIES - (PTY) LTD. & LTD.

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. A valid resolution must be signed by:

1.2.1. Majority directors; or

1.2.2. Chairman of the Board; or

1.2.3. Company Secretary

PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY			
Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s)			
Is a copy of the resolution attached?	YES		NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. CLOSE CORPORATION (CC)			
2.1. In the case of a CLOSE CORPORATION (CC) submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.			
2.2. A valid resolution must be signed by:			
2.2.1. Majority members; or			
2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or			
2.2.3. Company Secretary.			
PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION			
Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s) / member (s)			
Is a copy of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON			
I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.			
OR			
I, _____, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.			
SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. PARTNERSHIP

We, the undersigned partners in the business trading as _____
 hereby authorize Mr / Ms _____ to sign this bid as well as any contract resulting
 from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the
 abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

5. CONSORTIUM / CLUB / TRUST / ETC.

We, the undersigned consortium partners, hereby authorize _____
 (Name of entity) to act as lead consortium partner and further authorize Mr / Ms _____
 to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in connection with this
 bid and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and must be signed by each member:

Full Name of consortium member	Role of consortium member	% Participation	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

6. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms _____

_____ authorized signatory of the Company / Close Corporation / Partnership (name) _____,

_____ acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

2. 2nd PARTNER

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. 3rd PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. 4th PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.

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- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "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. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. STANDARDS

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 as 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.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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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:
 - 7.3.1. 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
 - 7.3.2. 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.

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 inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods 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 goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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, and in any subsequent instructions ordered by the purchaser.

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10. DELIVERY

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

11. INSURANCE

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.

12. TRANSPORTATION

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

13. INCIDENTAL

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
 - 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. 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
 - 13.1.5. 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, 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:
 - 14.1.1. 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;
 - 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. PRICES

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 or in the purchaser's request for bid validity extension, as the case may be.

18. VARIATION ORDERS

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

19. ASSIGNMENT

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

20. SUBCONTRACTS

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.

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 supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's 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. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. 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 supplier's 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.

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22. PENALTIES

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

23. TERMINATION FOR DEFAULT

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand

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be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. FORCE MAJEURE

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
 - 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
 - 28.1.1. 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
 - 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

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31. NOTICES

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. TRANSFER OF CONTRACTS

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. AMENDMENT OF CONTRACTS

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. PROHIBITION OF RESTRICTIVE PRACTICES.

- 35.1. 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.
- 35.2. 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 section 59 of the Competition Act No 89 Of 1998.
- 35.3. 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.

General Conditions of Contract (revised July 2010)

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5. GENERAL CONDITIONS OF TENDER

1. GENERAL

- 1.1. All bids must be submitted in **handwriting** on the official forms supplied (**not to be re-typed**)
- 1.2. No alterations /corrections to the information in the document (including pricing) may be performed by erasing or using masking fluid / tape (Tipp-Ex or similar) on any submitted page or by pasting another page over it with glue.
- 1.3. Alterations/corrections may only be executed as follows:
 - 1.3.1. Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), and initial at every alteration/correction.
 - 1.3.2. Bid submissions with material alterations / corrections not in compliance with the requirements as described above, will be rejected.
 - 1.3.3. All alterations to the pricing schedule / Bill of Quantities (BoQ) and / or any pricing not in accordance with clause 1.3.1 above, will be rejected.

2. PRICING

- 2.1. The unit rates and prices offered by the bidder must **include all applicable taxes**. The bidden rates and amounts shall however **include** all levies and other taxes and duties on all items to which they apply.
- 2.2. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and signed by the duly authorised signatory.
- 2.3. All prices shall be quoted in South African currency.
- 2.4. Bidders, registered for Value Added Tax (VAT), shall add/include VAT in their final total of the bided amount.
- 2.5. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.6. All bid prices will be final and binding.
 - 2.6.1. A bid will not be invalidated if the amount in words and the amount in figures do not correspond,
 - 2.6.2. Where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply-
- 2.7. **Ratification of incorrect entries:** Arithmetic errors shall be corrected during the evaluation and the corrected amount shall be considered for evaluation, subject to communication confirmation to the bidder, excluding changes to rates/tariffs of goods or services, provided that such changes does not allow any bidder a second or unfair advantage.

3. FORWARD EXCHANGE RATE COVER

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

4. SUBMITTING A BID:

- 4.1. Sealed bids, with the "**Bid Number and Title**" clearly endorsed on the envelope, must be deposited in the relevant **bid box** as indicated in the notice of the bid, **on or before the closing date and time** of the bid.
- 4.2. The bid boxes are at the Breede Valley Municipal Credit Control offices, 53 Baring Street, Worcester.

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- 4.3. A specific bid box is provided for each bid to be deposited into and no bid will be considered which, subsequent to the closing date and time for that specific bid, is found in another box.
- 4.4. The bid box deposit slot is 390 mm x 85 mm.
- 4.5. Mailed, telegraphic, e-mailed or faxed bids **will not be accepted**.

5. BID OPENING

- 5.1. Bids shall be opened in public at the Breede Valley Municipal SCM offices as soon as possible subsequent to the closing time for the receipt of bids.
- 5.2. The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.
- 5.3. Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

6. BIDS WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

- 6.1. Relevant specifications;
- 6.2. Value for money;
- 6.3. Capability to execute the contract; and
- 6.4. PPPFA & associated regulations.

7. TEST FOR RESPONSIVENESS:

- 7.1. A Bids will be considered non-responsive if:
 - 7.1.1. the bid is not in compliance with the specifications;
 - 7.1.2. the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document; and/or
 - 7.1.3. the bidder has failed to clarify or submit any supporting documentation within 2-5 business days of being requested to do so in writing.
- 7.2. The Municipality reserves the right to accept or reject:
 - 7.2.1. any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract. The MUNICIPALITY shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and will only provide written reasons for such action upon receipt of a written request to do so;.
 - 7.2.2. a bid offer which does not, in the Municipality's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
 - 7.2.3. the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and the Municipality is not obliged to accept the lowest or any bid.
- 7.3. The bidder shall declare ALL the Municipal account numbers for which the enterprise or the proprietors or directors in their personal capacity/capacities is/ are responsible or co-responsible for;.
 - 7.3.1. The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any municipal rates and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

8. INCORRECT INFORMATION

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or may

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have, recover from the contractor all costs, losses or damages incurred or sustained by the municipality as a result of the award of the contract.

9. WITHDRAWAL OF BID DURING AND AFTER THE SCM PROSES:

- 9.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Breede Valley Municipality holds the right to accept or reject with or without a claim for any damages.
- 9.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

10. INVOICES

All invoices must be forwarded to either one of the following addresses:

- i. **Physical Address:** SCM Offices (Breede Valley Municipality)
51B Baring Street, Worcester, 6850
- ii. **Postal Address:** Breede Valley Municipality
Private bag X0346
Worcester, 6850
- iii. **Electronic address:** invoice@bvm.gov.za

10.1. Legal requirements for invoices

- 10.1.1. Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

10.1.1.1. Ordinary invoice (not VAT Registered)

- a) The word '**INVOICE**' in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- d) The Official order number of Breede Valley Municipality is compulsory – non-compliance – no payment
- e) The Municipality's name and postal address (Private Bag X3046, Worcester,6850)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

10.1.1.2. VAT/Tax invoice (VAT registered)

- a) Word '**TAX INVOICE**' in a prominent place
- b) Trade, legal name and registration number(if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- e) The Official order number of Breede Valley Municipality is compulsory – non-compliance – no payment
- f) The Municipality's name and postal address (Private Bag X3046, Worcester,6850) and VAT registration number (4850193659)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

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11. PAYMENT TERMS

- 11.1. It is the policy of the Breede Valley Municipality to pay all creditors by means of electronic bank transfers.
- 11.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.
- 11.3. In order to qualify for a weekly payment, a supplier must be registered as a **Survivalist Enterprise / Micro Enterprise**¹ on the Municipality's supplier database. It must however be noted, that a weekly payment is not a right in terms of this Policy. Survivalist and Micro enterprises may request such payments which may then be made at the discretion of the Municipality. These weekly payments will be reviewed after a period of 12 months of doing business with the Municipality, as it may be assumed that the enterprise will, by that stage be self-sustainable. It is the obligation of the supplier to arrange earlier payments with the creditors department.

12. PRECEDENCE OF TERMS AND CONDITIONS

- 12.1. Precedence of terms and conditions in documentation during the bidding process and after award, resulting in an formal agreement:
- 12.1.1. The following precedence will apply to documentation and legislation during the bidding process and after award of a bid to a bidder:
- 12.1.1.1. Municipal Financial Management Act 56 of 2003
 - 12.1.1.2. Municipal Supply Chain Management Regulations
 - 12.1.1.3. Supply Chain Management policy
 - 12.1.1.4. Specifications of the bid document
 - 12.1.1.5. Special Conditions of Contract
 - 12.1.1.6. General Conditions of Contract
 - 12.1.1.7. Service Level Agreements/ Service Delivery Agreements
 - 12.1.1.8. Memorandum of Understanding/ Memorandum of Agreements

13. PERIOD OF VALIDITY

Bids, whether for a part of or for the whole of the bid, shall remain valid for the period of 150 days.

14. AUTHORITY TO SIGN DOCUMENTS (Schedule 3 under Part A)

The Bidder shall provide proof that the bid was completed and signed by an authorized person and shall duly complete Schedule A in this regard. Failure to duly complete this statement may subject the bid to prejudice or rejection.

15. SCHEDULE OF CLIENTS (Schedule 3 and 4 under part B)

The Bidder shall furnish satisfactory evidence of clients to whom he has supplied a service, material and / or equipment of a similar nature as described in this document. For this purpose, the Bidder shall duly complete the "Schedule of clients" bound into this document. Failure to complete this Schedule may prejudice the bid as being submitted by an inexperienced Bidder and therefore subject the bid to rejection.

16. SIGNING OF CONTRACT

The Bidder **must complete and sign the form of offer** as contained in the bid document, failing to sign these pages shall render the bid "**non-responsive**". Should a Bidder withdraw his bid during the period of its validity then he shall be liable for

¹ SURVIVALIST ENTERPRISES / MICRO ENTERPRISES ARE DEFINED AS FOLLOWS:

Survivalist enterprises are generally defined as businesses set up by people unable to find a paid job or get into an economic sector of their choice. Income generated from these activities usually falls far short of even a minimum income standard, with very little capital invested, virtually no skills training in the particular field and only limited opportunities for growth into a viable business. This category is characterised by poverty and the attempt to survive.

Micro enterprises are very small businesses, often involving only the owner, some family members and at the most one or two paid employees. They usually lack 'formality' in terms of business licenses, value-added tax (VAT) registration, formal business premises, operating permits and accounting procedures. Most of them have a limited capital base and only rudimentary technical or business skills among their operators. However, many micro enterprises advance into viable small businesses. Earning levels of micro enterprises differ widely, depending on the particular sector, the growth phase of the business and access to relevant support.

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and pay to the MUNICIPALITY all expenses incurred in calling for new bids, as well as the difference between his bid and any less favourable bid accepted.

17. ADDITIONAL INFORMATION

Only information given formally in writing to the Bidder by the MUNICIPALITY during the bid period will be regarded as binding on the Contract. Verbal information, given during the site inspection (where applicable) or at any other time prior to the award of the Contract, will not be regarded as binding on the Contract.

18. FINANCIAL INVESTIGATION

Bidder(s) must be prepared to furnish the following documentation at own cost within 7 (seven) days of being called upon to do so:

- 18.1. Audited financial statements for the past three financial years plus a certified financial statement covering the period from the end of the last financial year to date. If audited statements are not readily available, provisional certified statements must be submitted. Such certified statements must be accompanied by:
- * A resolution of the board of directors authorizing the signatory to certify such statements;
 - * An extract of the relevant memorandum and article(s) of association from which it is clear that the company is empowered to issue such statement.
- 18.2. In the event of the company's contractual obligations being guaranteed by another company or other companies, the following must be furnished:
- * A resolution of the board of directors of the backing company/companies granting authority for such guarantee.
 - * An extract from the relevant memorandum and article(s) of association of the backing company/companies from which it is clear that the company/companies is/are empowered to issue such guarantee.
 - * Details of the relevant guarantee, i.e. period of validity, to what extent guaranteed, the source of funds and the precise nature of the company's obligations.
 - * Audited financial statements in respect of the backing company/companies on the same basis as set out in paragraph 22.1.
- 18.3. A list of all major shareholders indicating the percentage shareholding of each.
- 18.4. Cash-flow details reflecting anticipated receipts and expenditure during the contract period, in respect of:
- (a) the specific contract; and
 - (b) all other contracts.

19. COMPULSORY DOCUMENTATION

19.1 Income Tax Clearance Certificate

A valid original Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Income Tax Clearance Certificate for the bidder on record. The onus is on the bidder to ensure that the Municipality has an original Income Tax Clearance Certificate on record and obtain written confirmation from the Supply Chain Management Unit of the Municipality. The letter of confirmation must be included in the tender documents. If the South African Revenue Services (SARS) cannot provide a valid original Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

19.2 Construction Industry Development Board (CIDB)

When applicable, a certified copy of the bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

19.3 Municipal Rates, Taxes and Charges

- (a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

20. SITE / INFORMATION MEETINGS

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

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21. SAMPLES

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

22. ESTIMATED QUANTITIES

If tenders are called for specified quantities based on estimates, council reserves the right to adjust quantities according to demand and financial capacity, and will not be held liable to perform on the estimated quantities.

23. CONTRACT

The successful bidder will be expected to sign the agreement of this bid document **within 7 (seven) days** of the date of notification or the final award by the Breede Valley Municipality that his/her bid has been accepted. The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

24. STAMP AND OTHER DUTIES

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

25. PRICE ESCALATIONS

For multi-year tenders, price escalations shall be in accordance with the Consumer Price Index (CPIX) for the outer years. Increases to be implemented shall be backed up by figures which are released by a statutory body (STATS-SA) for consideration. The price escalations shall be implemented on 1 July of each financial year, based on the average CPI of 12 months (July – June) prior to the current escalation. Requests for price increases which are driven by other cost drivers (ie: price increases from manufactures) shall NOT be accepted.” Prior to the implementation of the escalation, the municipality shall communicate in writing to all the relevant stakeholders (winning bidders and the contract owners/ contract managers) of the escalation to be implemented.

26. Copyright of this document is vested in the Breede Valley Municipality.

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6. MBD 1 - TERMS AND CONDITIONS OF BIDDING - TAX COMPLIANCE STATUS

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BV 1077/ 2024	CLOSING DATE:	24 May 2024	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF POUND MANAGEMENT SERVICES AND ANCILLARY FUNCTIONS WITHIN BVM AREA FOR A PERIOD ENDING 30 JUNE 2027				
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 (STREET ADDRESS)					
Breede Valley Municipal Credit Control Offices, 53 Baring Street, Worcester					
The bid box (outside the office – green tender box) is generally open 24 hours a day, 7 days a week. If the tender document exceeds the size of the deposit opening of 390mm x 85mm, the tender should be delivered during office hours.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN MANAGEMENT		DEPARTMENT	TRAFFIC AND LAW ENFORCEMENT	
CONTACT PERSON	VUSUMZI MONDI		CONTACT PERSON	DANNY APOLLIS	
TELEPHONE NUMBER	023 348 2946		TELEPHONE NUMBER	023 347 0959	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	vmondi@bvm.gov.za		E-MAIL ADDRESS	dappollis@bvm.gov.za	

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MUNISIPALITEIT

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1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**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		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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7. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state².
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 and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full name of bidder or his or her representative				
3.2.	Identity number				
3.3.	Position occupied in the company (director, shareholder³ etc.)				
3.4.	Company registration number				
3.5.	Tax reference number				
3.6.	VAT registration number				
3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

² MSCM Regulations: “in the service of the state” means to be –

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

³ “Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9.	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	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a 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	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				

3.14.	Please provide the following information on ALL directors / shareholders / trustees /members below:		
full name and surname	identity number	personal income tax number	Provide State ⁴ employee number <i>(Only to be completed if in the service of the State)</i>

NB:

- PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
- PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____,

certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

⁴ **MSCM Regulations: "in the service of the state" means to be –**

1. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

8. MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES (80/20)

NB:
Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2022 and the preferential procurement policy of the Breede Valley Municipality.

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 OF 2022 AND THE PREFERENTIAL PROCUREMENT POLICY OF THE BREEDE VALLEY MUNICIPALITY

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 The applicable preference point system for this tender is the 80/20 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price;
 - (b) Specific Goals (BBBEE Status Level of contribution and Locality of the enterprise)

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

Table 1

	POINTS
PRICE	80
BBBEE Status Level of contribution	10
Locality of the enterprise	10
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.

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).
- (f) **“Registered office”** means the office of a company registered as required by section 23 of the Companies Act 71 of 2008 and for a sole proprietorship it shall be the proven residential address of the owner or majority partner of the business (determined through any one of the following: municipal account address, bank account address or SARS address confirmation for a sole proprietorship. If any of the municipal account address, bank account address or SARS address differs, the furthest address from our municipal main office shall be regarded as the registered office.

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

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

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

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

Where:

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

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 tables 2 and 3 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.

4.3 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION (SPECIFIC GOAL 1)

- 4.3.1 In terms of paragraph 10.3 of the Breede Valley Municipality’s Preferential Procurement Policy, a maximum of the 50% of the 20 points for bids advertised on the 80/20 point system, will be allocated to promote this goal and points will be allocated in accordance with the BBBEE score card as follows:

Table 2

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

- 4.3.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit an original sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 4.3.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.3.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that

the entity submits their B-BBEE status level certificate.

- 4.3.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.3.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.3.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.3.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.3.9 SUB-CONTRACTING

Will any portion of the contract be sub-contracted? (Tick applicable box)	YES		NO	
If yes, indicate:				
what percentage of the contract will be subcontracted?	%			
the name of the sub-contractor?				
the B-BBEE status level of the sub-contractor?				
whether the sub-contractor is an EME? (Tick applicable box)	YES		NO	

4.4 POINTS AWARDED FOR PROMOTION OF LOCAL ECONOMIC DEVELOPMENT TO ENTERPRISES WHOSE REGISTERED OFFICES ARE LOCATED WITHIN THE WESTERN CAPE PROVINCE, OR CAPE WINELANDS DISTRICT, OR BREDE VALLEY MUNICIPAL AREA (SPECIFIC GOAL 2 – LOCALITY)

4.4.1 In terms of paragraph 11.4 of the Breede Valley Municipality’s Preferential Procurement Policy, a further 10 points for bids advertised on an 80/20-point system, or 5 points for bids advertised on a 80/20 point system, shall be allocated to promote local economic development, as per table 3 below:

Table 3: Points for locality

No	Requirement	Points for enterprises within Breede Valley municipal area	Points for enterprises within Cape Winelands District region	Points for enterprises within the Western Cape Province
1	80/20 preference points system where the enterprise’s registered office is located	10	5	2

4.4.2 In order for bidders to claim points in accordance with paragraph 4.4.1, bidders must complete a declaration in paragraph 5 below and attach the necessary proof of the company’s locality in a form of either one of the following documents:

- (a) Documents of Incorporation (CIPC), clearly reflecting the business physical address; or
- (b) Municipal account of the enterprise’s registered office, not older than three months; or
- (c). CSD Report, clearly reflecting the business physical address (registered office); or
- (d) BBBEE Certificate issued by agency accredited by SANAS, clearly indicating the enterprise’s registered office;
- (e) Extract of the certificate issued by SARS, clearly reflecting the business physical address (registered office), or
- (f) Extract of the letter issued by the registered bank, clearly reflecting the business physical address (registered office), or
- (g) Extract of the letter issued by any statutory body established within the RSA, clearly reflecting the business physical address (registered office);

5. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of municipality where the enterprise's registered office is situated	
Town where the enterprise's registered office is situated	
Province where the enterprise's registered office is situated	
Type of the Company or firm (tick applicable box)	<input type="checkbox"/> Partnership/Joint Venture / Consortium <input type="checkbox"/> One-person business/sole propriety <input type="checkbox"/> Close corporation <input type="checkbox"/> Public Company <input type="checkbox"/> Personal Liability Company <input type="checkbox"/> (Pty) Limited <input type="checkbox"/> Non-Profit Company <input type="checkbox"/> State Owned Company
Company registration number	

- 5.1. 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.

<p>SURNAME AND NAME:</p> <p>DATE:</p>	<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p> <p>.....</p> <p>.....</p>
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6. DECLARATION

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 6 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 6.1. The information furnished is true and correct;
- 6.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 6.3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 6, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 6.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - 6.4.1. disqualify the person from the bidding process;
 - 6.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - 6.4.3. 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;
 - 6.4.4. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - 6.4.5. forward the matter for criminal prosecution.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

1. EMEs**ONLY THE FOLLOWING WILL BE ACCEPTED:**

- 1.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership (**form available in the tender document**);
or
- 1.2. **A VALID** affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);
or
- 1.3. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:
 - 1.3.1. A registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA); or
 - 1.3.2. A verification Agency accredited by the South African National Accreditation System (SANAS).

2. QSEs**ONLY THE FOLLOWING WILL BE ACCEPTED:**

- 2.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership (**form available in the tender document**);
or
- 2.2. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:
 - 2.2.1. A registered Auditor approved by IRBA; or
 - 2.2.2. A verification Agency accredited by SANAS.

3. BIDDERS OTHER THAN EMEs AND QSEs

- 3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by:
 - 3.1.1. A Registered Auditor approved by IRBA; or
 - 3.1.2. A Verification Agency accredited by SANAS.

4. WHEN CONFIRMING THE VALIDITY OF CERTIFICATES ISSUED BY AN AUDITOR REGISTERED WITH IRBA, THE FOLLOWING SHOULD BE DETAILED ON THE FACE OF THE CERTIFICATE:

- 4.1. The Auditor's letterhead with FULL contact details;
- 4.2. The Auditor's practice number;
- 4.3. The name and physical location of the measured entity;
- 4.4. The registration number and, where applicable, the VAT number of the measured entity;
- 4.5. The date of issue and date of expiry;
- 4.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
- 4.7. The total black shareholding and total black female shareholding.

9. SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name

Surname

Identity number

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Legal Name

Trading Name

Registration Number

Enterprise Address

Definition of "Black People"

As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –
 (a) Who are citizens of the Republic of South Africa by birth or descent; or
 (b) Who became citizens of the Republic of South Africa by naturalization-
 i. Before 27 April 1994; or
 ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under oath that:

The enterprise is

% black owned

The enterprise is

% black woman owned

Based on the financial statements / management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million Rand);

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

Level One

100% black owned (135% B-BBEE procurement recognition)

Level Two

More than 51% black owned (125% B-BBEE procurement recognition)

Level Four

Less than 51% black owned (100% B-BBEE procurement recognition)

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.

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

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

Deponent signature:

Date:

Commissioner of Oaths signature

Date

Commissioner of Oaths stamp

10. SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name													
Surname													
Identity number													

Hereby declare under oath as follows:

7. The contents of this statement are to the best of my knowledge a true reflection of the facts.

8. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise legal name													
Trading name													
Registration number													
Enterprise physical address													
Type of entity (CC, (Pty) Ltd., Sole Proprietor, etc.)													
Nature of business													

Definition of "Black People"
 As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –
 (a) Who are citizens of the Republic of South Africa by birth or descent; or
 (b) Who became citizens of the Republic of South Africa by naturalization-
 i. Before 27 April 1994; or
 ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

9. I hereby declare under oath that:

The enterprise is		% black owned	As per amended code series 100 of the amended Codes of Good Practice issued under section 9(1) of B-BBEE Act no. 53 of 2003 as amended by Act n. 46 of 2013
The enterprise is		% black woman owned	
The enterprise is		% Black designated group owned	

Based on the financial statements / management accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (ten million rands) and R50,000,000 (fifty million rands),

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

Level One	100% black owned (135% B-BBEE procurement recognition)	
Level Two	At least 51% black owned (125% B-BBEE procurement recognition)	

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

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

Deponent signature:		Commissioner of Oaths stamp
Date:		
Commissioner of Oaths signature		
Date:		

11. 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:
 - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. 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.

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? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	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)? <i>(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).</i>	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:		

5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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).⁵ Collusive bidding is a *per 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:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

BREEDE VALLEY MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:
 - 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

⁵ 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.

- 5.3. 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 consortium⁶ 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:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. 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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁶ 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.

13. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE BREEDE VALLEY MUNICIPALITY (To be signed in the presence of a Commissioner of Oaths)

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

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

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The bidder 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(s) / shareholder(s) / partner(s) / member(s), etc.:

Director / partner / member	Physical residential address of the director / partner / member	Municipal account number(s)

PLEASE NOTE:

1. Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.
2. If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.

Signature	Position	Date

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____</p> <p>by the deponent, who has acknowledged that he/she knows and understands the contents of this affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p style="text-align: center;">Apply official stamp of authority on this page:</p>
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14. MBD 16 – KEY PERFORMANCE INDICATORS

1. KEY PERFORMANCE INDICATORS (KPIs)			
1.1.	Work(s) performed / goods delivered within timeframes specified		
1.2.	Work(s) performed / goods delivered within financial framework specified		
1.3.	Acceptable quality of work(s) performed / goods delivered		
1.4.	OTHER:		
	(a)		
	(b)		
	(c)		
	(d)		
	(e)		
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.</p>			
SIGNATURE			NAME (PRINT)
CAPACITY			DATE
NAME OF FIRM			
WITNESS 1			WITNESS 2

15. SCHEDULE 1 – DOCUMENTS OF INCORPORATION AND PROFESSIONAL REGISTRATION

The Bidder must attach to this application a **certified** copy of the certificate of incorporation of his / her company, close corporation, trust or, in the case of a joint venture between two or more firms, **certified** copies of the certificates of incorporation of each of the firms of the joint venture. The bidder must also attach a certified copy /copies with regard to any Professional Board or Body

16. SCHEDULE 2 – IDENTITY DOCUMENTS

The Bidder must attach to this application a **certified** copy /copies of the identity document(s) of the owner(s), shareholder(s) with regard to propriety company, director(s) and / or Manager(s) of his / her company, close corporation, trust, partnership or, in the case of a joint venture between two or more firms, **certified** copies of the identity document(s) of the owner(s), shareholder(s) with regard to propriety company, director(s) and / or Manager(s) of each of the firms of the joint venture. Identity Document for Certificate of Correctness Signatory (Original Certified Copy)



17. SCHEDULE 3 – CERTIFICATE OF BANK DETAILS

The SUPPLIER must complete this Schedule and attach to this page a certified copy of a cancelled cheque or have the details certified by the bidder's bank.

CREDIT ORDER INSTRUCTION

It is the policy of the Breede Valley Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

DETAILS OF FIRM/INSTITUTION	
Name	
Address	

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:	
NAME OF BANK	
NAME OF BRANCH	
ACCOUNT NO	
BRANCH CODE	
TYPE OF ACCOUNT	

1 = Cheque Account	2 = Transmission Account	3 = Savings Account
4 = Bond Account	5 = (Not in use)	6 = Subscription Share Account

I/we hereby request and authorise the Breede Valley Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.
 I/we understand that a payment advice will be supplied by the Breede Valley Municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.
 I/we further undertake to inform the Breede Valley Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days notice by prepaid registered post.

AUTHORISED SIGNATURE			
INITIALS AND SURNAME			
TELEPHONE NUMBER		DATE	

FOR BANK USE ONLY	
I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct: _____ AUTHORISED SIGNATURE	OFFICIAL DATE STAMP



BREED VALLEY

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

PART B – SPECIFICATIONS AND PRICING SCHEDULE

1. SPECIFICATIONS

TERMS OF REFERENCE

1. INTRODUCTION

The Traffic and Law Enforcement department of the Breede Valley Municipality is supporting the efficient management and control of animals that will give effect and aligned to its By-laws, presently the most relevant being the Animal Keeping By-law the municipality promulgated in terms of the legislative competency of municipalities and contextualized in terms of the relevant budgetary allocation (and capping) for such functions.

- (a) These functions are managed in a collaborative manner with Animal Welfare organizations and the municipality requires the appointment of a service provider to render certain identified services relating to the impounding and other ancillary functions in terms of municipal by-laws, regulations and other legislation;
- (b) To utilize existing infrastructure, expertise, specialized skills and resources to meet Animal Welfare standards generally in the context of animal care and welfare (e.g. pound and kennel management as well as maintenance, veterinary services, etc.);
- (c) To effectively and promptly react to municipal requests in relation to animal related problems and threats are ensured and supported by the service provider.
- (d) The services required relate to the keeping of stray, seized and impound animals as well as affording general operational support to municipal officials and the South African police Services (SAPS) as and when required.
- (e) The service must be available 24/7 for the duration of the contract.

2. BACKGROUND

It is a legal requirement for municipalities to provide a local animal pound for stray and seized animals. Local government is legally obliged to ensure the provision of services to communities in a sustainable manner and to promote a safe and healthy environment.

To achieve this, it is vital that stray animals are safely removed from a public place or road to avoid accidents being caused or members of the communities being harmed or attacked by the stray animals, for the protection of property and for the control of contagious diseases.

By definition a pound is *“a place where stray animals may officially be taken and kept until claimed.”* In terms of Section 156 (1)(a) of Chapter 7 (Local Government) of the Constitution of the Republic of South Africa, Act No. 108 of 1996, a municipality has executive authority in respect of, and has the right to administer the local government matters listed in Part B of Schedule 5, which includes providing a pound. The animal pound can be operated by the municipality itself, or outsourced to the local SPCA, or other body or person. The municipality has legislative competence in terms of Part B of Schedule 5 of the Constitution in accordance with section 155(6)(a) and (7) of the Constitution relating to control of public nuisances, pounds, facilities for the accommodation, care and burial of animals, licensing of dogs, licensing and control of undertakings that sell food to the public, markets, municipal abattoirs, street trading, municipal roads, traffic and parking.

The Breede Valley Municipal area includes the towns of Worcester, Rawsonville, De Doorns and Touwsrivier and certain rural areas. The Municipality requires a Service Provider to manage the pound facility and ancillary functions to impound, accommodate and care for stray and seized animals in accordance with the Council’s constitutional competencies and the relevant municipal by- laws and other legislation.

The successful service provider will utilize/ operate the existing municipal pound facility, situated at ERF 21262, Rawsonville Road, Worcester, as their base of operations to ensure effective and prompt reaction to animal related problems and threats.

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3. PURPOSE

The objective of this bid is to appoint an experienced service provider to provide animal control and other ancillary functions for a period not exceeding 30 June 2027. The services required relate to the management of the pound facility on behalf of the municipality and affording general operational support to law enforcement officials, as and when required as well as supporting the implementation of relevant municipal by-laws, applicable legislation and subsequent amendments to such legislation.

4. REQUIRED SERVICES

- (a) Keeping of animals collected upon request from the municipal law enforcement unit or brought by other law enforcement agencies such as the South African Police Services.
- (b) Sterilisation of animals when authorised thereto.
- (c) The euthanasia of animals when directed by the municipality, based on the veterinary examination reports.
- (d) The disposal of carcasses when directed by the municipality.
- (e) Veterinarian care of animals.
- (f) Feral entrapment.
- (g) Assist in the collection and transportation of animals when required.
- (h) Providing behavioural reports on request by external animal behaviourists.
- (i) Providing documentation and ensuring records are kept and available when required.
- (j) Overall pound and kennel management; and
- (k) Release of the animals when directed thereto.

5. SCOPE OF THE SERVICES

The service scope is to undertake the management of the pound facility and the provision of ancillary functions such as animal keeping, animal care as well as animal control, which include, but not limited, to the following:

5.1. Pound services

- (a) The service provider should be able to receive stray and seized animals, as authorized by the municipality and provide the necessary supporting documents and administration related functions as guided by the municipality;
- (b) The service provider should also be able to receive animals from the community and/or any other entity (e.g. sherriff/ balju) and provide the necessary supporting documents and administration related functions as guided by the municipality;
- (c) The service provider should be able to inspect, shelter, feed, ensure the provision of veterinary services as well as any other necessary functions/services required for the well-being of the animals as per pound guidelines in correlation with the Animal Protection Act (71 of 1962),
- (d) The service provider should be able to assist with the collection, transport and impoundment of sick and injured animals, as requested and authorized by the municipality;
- (e) The service provider should ensure that any diseased animal are isolated immediately, placed in an appropriate facility and treated by a Veterinarian without any delay;
- (f) The service provider should ensure that any injured animal must be treated immediately by a veterinarian or on the same day if immediate treatment is not possible;
- (g) The service provider should ensure that all standards of animal husbandry must be in accordance with the Operations Manual;
- (h) The service provider should ensure that statistics must be kept as per any animal admitted to the pound facility;
- (i) The service provider should ensure that pound facilities are for the short-term care of animals;
- (j) The service provider should ensure that adequate time, staff and facilities are available to perform the required service
- (k) The service provider should be able to shelter and keep impounded stray and seized (by the municipality) animals for the time period (as prescribed by the municipal by-laws); and
- (l) The service provider should be able to shelter and keep seized (by the SAPS) and impounded animals (docket cases) for the time period until the cases are finalized.
- (m) The service provider will be responsible for the care of the animals that are kept beyond the prescribed time periods until cases are finalised as per authorization of the Municipality.

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- (n) The service provider must keep records of all animals kept and advise the authorised official of the Municipality accordingly as well as indicate and notify the Municipality of cases that exceed the prescribed periods and assume responsibility for such latter cases.
- (o) The service provider must ensure that the necessary admission sheets, records and other documentation is maintained and kept in respect of seized and impounded dogs, cats and other animals kept on behalf of the municipality. The Service Provider must make such documentation available to the municipality when required.
- (p) The service provider should be able to manage the number of admissions, to avoid overcrowding within the kennel complex which might pose potential health issues and risks.
- (q) The Service Provider must also take fiduciary responsibility for animals in its care at the end of the contract period and bear the cost of all cases that have not yet been concluded at the end and after the contract period.
- (r) The service provider must be able to present or facilitate animal welfare / education awareness campaigns.
- (s) The service provider must have direct access to veterinary.

5.2. Sterilization of impounded dogs and cats

- (a) Impose compulsory sterilisation of seized and impounded dogs/cats (docket cases) when directed thereto by the SAPS or Law Enforcement Agencies at the expense of the owner,
- (b) Impose compulsory sterilisation of stray dogs/cats on collection by the owner and for the owner's expense.
- (c) The service provider must impose compulsory sterilisation of a specific number of dogs/cats during specific sterilization campaigns arranged by or on the express written authority of the municipality and for the expense of the municipality.

5.3. Euthanasia of impounded animals when required

- (a) Whenever an animal that has been impounded and has not been claimed within seven (7) days after impoundment and, if the address of the owner is known, and after service of a written notice to the owner has been rendered, the pound master must initiate an adoption process to sell the animal before considering the option of euthanasian.
- (b) The service provider must ensure the euthanasia of stray animals implement or effected after the maximum period identified for the keeping of such animals,
- (c) Ensure the euthanasia and disposal of carcass of any as follows:
 - i. seized and impounded animals (docket cases) on express written permission of a competent court, on the expense of the owner
 - ii. Stray and impounded animals on express written authority of the municipality and for the expense of the municipality.
- (d) Stray animals not claimed, adopted or when no suitable accommodation could be found, must be euthanized (put down) after the time period (as prescribed by the municipal by-laws).
- (e) The service provider must ensure that the carcasses of animals euthanized are disposed of and bear the cost thereof,

5.4. Veterinary care of impounded animals

- (a) Ensure that all impounded animals are inspected daily for contagion, illnesses, or conditional requiring veterinary treatment.
- (b) When required, the service provider's veterinarian must treat any impounded animals requiring treatment or ensure such treatment is provided by a veterinarian.

5.5. Feral entrapment

- (a) When required, and on the request of the Municipality, the service provider must assist in feral entrapment, collection, and removal as directed by the municipality to allow for such impoundment.

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5.6. Assistance and guidance with animal related matters when necessary

- (a) On request and as directed by the Municipality, the service provider must facilitate and obtain as well as provide input by an Animal Behaviourist/s into specific cases or provide general guidance and input into animal related, animal behaviour and temperament when necessary.
- (b) The service provider must give behavioural reports on request by external animal behaviourists, at the municipality’s expense
- (c) The service provider must make recommendations and give input on specific cases relating to seized and impounded dogs, cats and other animals on request by the municipality,

5.7. Keeping of stray/ seized animals

5.7.1. Definition of stray animals:

“A stray animal means any animal that is

- i. of unidentifiable ownership,*
- ii. not under direct control of any person, and*
- iii. not prevented from roaming, or has escaped or is lost and is in a public open road or space;”*

Expressly excluded from the definition are animals that are:

- i. of identifiable ownership,*
- ii. unwanted, or*
- iii. surrendered, and*
- iv. Whether of identifiable ownership or not, animals that are in the care or possession of an NGO, Animal Welfare Organisation, Animal Rescue Organisation, or individuals.*

- (a) The service provider must receive and keep stray or seized animals for the prescribed time period in terms of the municipal by-laws per individual cases, as follows:
 - i. Dogs/ cats up to a maximum admissions of 75 per month, depending on the capacity of the facility
 - ii. Livestock and poultry (small and large) up to a maximum admission of 20 live stocks and poultry per month, depending on the capacity of the facility
- (b) The service provider must also deal with such stray or seized animals in terms of the relevant statutory guidelines.
- (c) The service provider must, at their cost, auction any unclaimed impounded livestock or other animals after the time period (as prescribed by the municipal by-laws) of which the accrued proceeds (less the pound fees and auctioneering costs) must be handed/ transferred to the municipality.
- (d) The service provider must ensure that the necessary admission sheets, records, and other documentation is maintained and kept in respect of stray or seized animals kept on behalf of the Municipality. The Service Provider must make such documentation available to the municipality monthly.

5.7.2. Collection of stray animals at the request of the municipality

In these instances, the service provider will be provided with either an occurrence book number (OB) or a Master Service Request (MSR), which will be deemed to be a request for collection and an approval of the collection of the stray animal.

5.7.3. Direct call from public to service provider with regards to healthy stray animals

In these instances, the service provider will transfer the call to the municipality’s Law Enforcement Department to determine whether the municipality requires the assistance of the service provider. Should such assistance be required, an OB or MSR will be supplied to the service provider by the municipality.

5.7.4. Direct calls from the public to the service provider with regards to injured stray animals that require the urgent intervention of the municipality

In such an instance, a deviation order will be requested by the service provider (as soon as reasonably possible) via the municipal contact number 0860121212 (Municipal Call Centre).

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5.7.5. Public delivering animals to the service provider

It is recorded that these incidents do not meet the requirements for a stray animal and, as such, fall outside the scope of the tender agreement. The service provider will not be required to accept such animals, who are delivered as stray animals, nor will the municipality be obliged to pay for the impoundment of such animals.

5.7.6. NGO’s delivering animals to the service provider

It is recorded that these incidents do not meet the requirements of a stray animal and, as such, they fall outside the scope of the tender agreement. The service provider will not be required to accept such animals, who are delivered as stray animals, nor will the municipality be obliged to pay for the impoundment of such animals.

5.8. Keeping of animals related to docket cases

- (a) The service provider must receive and keep seized and impounded animals for the time period until the cases are finalized or a competent court has ruled otherwise.
- (b) The service provider must also deal with such animals in terms of the relevant statutory guidelines and in accordance with the standard operating procedure identified by the service provider and ratified by the municipality.
- (c) The service provider must ensure that vicious seized and impounded dogs are kept in separate enclosures at all times.
- (d) The service provider must ensure that the necessary monthly admission sheets, records, and other documentation is maintained on a regular basis and kept in respect of seized and impounded animals and be available for the municipality.

5.9. Animal Welfare / Education / Awareness

- (a) The service provider must provide or ensure the provision of monthly animal welfare education programmes to the community within each individual town within the municipal jurisdiction and in consultation with Law Enforcement Department, prior to the actual campaign.
- (b) The service provider must ensure that suitably experienced and skilled presenters or facilitators conduct the humane education sessions, whereby oversight will be conducted by municipal Law Enforcement representatives.
- (c) The service provider must ensure that assessments and feedback / impact documents are completed by participants and made available to the Law Enforcement Department monthly.

Note: Relevant proof of evidence (POE) for the animal welfare/ education and awareness programmes conducted is required to be submitted within seven (7) days of the next calendar month. For example, one (1) programme per town per month.

5.10. Administrative Support Services

- (a) When receiving a direct call from the public, the service provider must simultaneously contact the municipality Call Centre (0860 121 212) for service request to be generated for attention and referral to the relevant level of the Law Enforcement Animal Control Unit or similar identified protocol identified by the municipality.
- (b) When the municipality requests assistance by any third party or the service provider, then such assistance and delivery shall be deemed as animals brought by the municipality.
- (c) Assistance Request/Authorization – Office Hours (Superintendent: By-law Enforcement and Security Services) Head: Traffic Law Enforcement and Security Services at 0232050010 / 083 390 5163 / 082 778 7409
- (d) Assistance requests/Authorization – After Hours (Superintendent: By-law Enforcement and Security Services at 082 778 7409)
- (e) The administrative support service (telephonic, email, whatsapp or walk-ins) must be available Mondays to Thursdays (as from 08:00 to 16:30) and Fridays as from 08:00 to 15:00.
- (f) For after hours, Saturdays, Sundays and public holidays the standby principles shall apply.

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- (g) The service provider must have a 24 (twenty-four) hour operating contact number to receive request/call from the municipality to execute the services and ancillary matters.
- (h) E-mails received outside of office hours (as indicated under clause 5.10 (a) must be actioned within the next working day.
- (i) Respond to service-related incidents and/or requests submitted by the municipality on site within the following time frames:
 - i. (under one) hour (during office hours) for issues classified as High Priority;
 - ii. Within 4 (four)hours for issues classified as Medium Priority.
 - iii. Within 8 (eight) hours for issues classified as Low Priority,

Tenderer must provide Remote assistance will be provided in line with the above time scales on the priority of the support request.

5.11. Release of impounded animals

- (a) On request and as directed by the Municipality, the service provider must facilitate the release of animals impounded on a case by case basis.
- (b) The service provider must immediately release an impounded animal to its owner, upon the owner –
 - i. Providing satisfactory proof of ownership of the animal; and
 - ii. Paying the fees and reasonable expenses due to the pound.
- (c) The service provider may not release an impounded animal to its owner until the owner has paid the fees and reasonable expenses due to the pound.
- (d) Despite subsection (b), if the service provider has impounded more than one of the owner’s animals and the total value of the animals exceeds the total amount due to the pound, the pound keeper may retain only the number of animals that is reasonably necessary to secure that amount, and must release the remainder of the animals to the owner.
- (e) Should the service provider retain an animal in terms of subsection (c), they must apply to the magistrate’s court in the manner contemplated in section 18 for authority to sell the animal.
- (f) The service provider who retains more animals than the number contemplated in subsection (c) is liable to the owner for any damages sustained by the owner on account of that retention.
- (g) The service provider may release an impounded animal to its owner if the pound keeper reasonably believes that the animal was not lawfully seized or impounded.

5.12. Kennel management

5.12.1. Health Policy

- (a) The service provider should be able to ensure that no animal with a contagious disease, illness or condition is allowed through to the kennels; without being diagnosed by a qualified Veterinarian;
- (b) The service provider should be able to ensure that animals with contagious/ infectious diseases (i.e. snuffles, distemper or canine parvovirus) or where this is suspected, are kept in isolation, if admitted, and arrange immediate Veterinarian diagnosis.
- (c) The service provider should be able to ensure that all animals admitted to a kennel complex are vaccinated against relevant diseases, as prescribed by the Veterinarian;
- (d) The service provider should be able to ensure that impounded young animals (e.g. puppies/ kittens) are isolated from the other older animals as a protection and disease prevention measure to avoid unnecessary disease outbreaks;
- (e) The service provider should be able to ensure that impounded animals are not placed on grass and soil run surfaces to avoid unnecessary health risks that may be caused by harmful micro-organisms and parasites;
- (f) The service provider should be able to ensure impounded animals have suitable comfortable dry bedding (e.g. blankets in baskets or on sleeping boards), as the service provider is required to clean, disinfect or replace the bedding daily if soiled or dirty.
- (g) The service provider should be able to ensure that all impounded animals and their living environment are being checked at least twice daily, and records of such routine checks must be kept on file.

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- (h) The service provider should be able to ensure that all animals are physically examined for any health issues, identification, temperament, possible feeding or care requirements, prior to going to the kennels or catteries, to ensure admission forms and registers are correctly completed.

5.12.2. Feeding and Watering

- (a) The service provider should be able to take special care to ensure that food is made palatable (through soaking with warm water/ mixing with appropriate tinned food) for young, old blind and infirm animals, as well as those that are not used to dry foods only.
- (b) The service provider should be able to ensure the adoption of different feeding styles to encourage animals to eat (e.g hand feeding)
- (c) The service provider should be cautious with the use of cooked or discarded food from supermarkets, butcheries or restaurants, as most animals are not used to such rich foods, which may contain high fat or salt content, that usually results in gastroenteritis.
- (d) The service provider should be able to establish/ adopt and provide special feeding arrangements and diets where necessary to promote welfare and health of the animal.
- (e) The service provider should be able to detect and avoid overfeeding, as the service provider is required to manage food resources to avoid potential wastes or instances of foods going bad and potentially toxic for consumption.
- (f) The service provider should be able to remove food from kennels withing two hours of feeding to avoid the encouragement of rodents and other pests.
- (g) The service provider should be able to provide clean and fresh water at all times and containers are required to be cleaned daily. Clean water is to be provided and placed in a cool place.
- (h) The service provider should ensure that all impounded animals are able to reach the bowls. The bowls are to be affixed to prevent from tipping over and are non-chewable. The service provider should ensure that water bowls are of suitable size and enough to replenish the thirst of the number of animals in each enclosure/ kennel.

5.12.3. Exercise and stimulation/ interaction

- (a) The service provider should be able to promote a culture of animal exercise with a strict health management guidelines to assist in preventing and managing potential kennel stress and to improve overall well-being of animals;
- (b) The service provider should be able to provide platform for grooming and socializing in order for animals to interact with other animals of similar kind and people to reduce frustration, aggression and other behavioral concerns in order promote mental well-being.
- (c) The service provider must ensure adult, trained and skilled volunteers/ staff are utilized to perform this function.

5.12.4. Documentation

- (a) The service provider should be able to elicit and preserve detailed information of all animals impounded, as incorrect or incomplete information usually create unnecessary difficulties in terms of administration.
- (b) The service provider should ensure that a proper filing system is in place and that all animals admitted into care are recorded as either unwanted, stray, abandoned, impounded, returned, “request for euthanasia” or confiscated on an admission form. Each animal must be recorded individually including mothers with young.
- (c) The service provider should ensure that each admission form has its own unique reference number for legal, recording and statistical purposes.
- (d) The service provider should ensure that all animals must be recorded in the animal register, which is required in terms of pound agreements.
- (e) The service provider should ensure that a management file under each respective section and/ or unit (kennel, cattery, paddock, cage, etc.) be kept and maintained depicting information regarding and distinguishing between SPCA pets, strays, surrendered and seized animals, boarders, farm and wild animals.

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5.12.5. Hygiene Control

- (a) The service provider should be able to maintain health and hygiene standards in the kennel complex, in which a programme for disinfection of kennels drawn up and strictly adhered to.
- (b) The service provider should ensure that the kennel complex and kennels are disinfected, under pressure, at least twice weekly (all surfaces from roof to floor).
- (c) The service provider should ensure that precautions and directions for application/ use of all pharmaceuticals (such as F10, Virkon-S or similar products) are strictly followed at all times to ensure health and safety of both animals and staff alike.
- (d) The service provider should ensure that all kennels and catteries be pressure-sprayed with good disinfectant (NOT Dettol, Savlon, TCP, Jeyes fluid, etc.), with particular attention being paid to bed boards, baskets, sleeping boxes, toys, climbing castles, shelves, litter trays, drainage channels and crevices in brickwork, etc. All surfaces must be properly washed and scrubbed and then disinfected.
- (e) All dogs must be dipped, sprayed, powdered or spot/ poured on utilizing an appropriate and effective insecticide prior to admittance/ use. Cats should be powdered or spot poured on utilizing an appropriate and effective insecticide prior to admittance/ use.
- (f) The service provider should ensure that faeces must be picked and removed at least twice daily and cat litter trays changed twice daily, as well as kennels and cattery being cleaned thoroughly on a daily basis. When and where internal parasite infestation is prevalent, the animals must be treated accordingly.
- (g) Fly traps should be placed away from the shelters in accordance with product specifications, as they attract flies and should be placed beyond the reach of any animal.
- (h) All areas should be kept clean and tidy to prevent attracting pests such as flies, cockroaches, rodents, etc. Storage areas should be cleared and cleaned regularly and any disused or broken items discarded.

5.12.6. Bio- security

- (a) The service provider should take necessary precautions to ensure that diseases are not transferred and spread within the facility, hence it is required to have spray bottles at the entrance of each block or unit at least. F10 or CAS are suitable for use as bleach, chlorine, Virkon and various other products may cause discoloration or even irritation.
- (b) The service provider should ensure that staff and visitors spray shoes, hands and clothing for cover to be effective.
- (c) The service provider should ensure that in areas of higher contamination like isolation/ quarantine units or clinic area, the spray bottles should be increased.
- (d) The service provider should ensure that cleaning equipment (buckets, brooms, brushes, sponges, etc.) as well as materials are provided for each block of units and staff should wear the required overalls and / or protective clothing while at work.

5.12.7. Safety and Security

- (a) The service provider should ensure that the facility have "restricted access" signage displayed on access points to animal housing areas, clinic facilities, euthanasia rooms, storage areas, etc. to prevent visitors or members of public wandering around unaccompanied into personal or controlled areas or have access to goods or animals that may be moved or removed.
- (b) The service provider should ensure that clear signage are displayed to alert people to certain aspects of example:
 - i. Feral cat holdings for sterilisation;
 - ii. Aggressive dogs seized;
 - iii. Wild animal in holding until collected by approved facility;
 - iv. Areas to be avoided for specific reasons such as kennels under quarantine due to an outbreak

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5.12.8. Equipment

- (a) The service provider should ensure that equipment are always in good working order, to ensure humane handling of animals.
- (b) The service provider should ensure that carrier boxes, cat traps, tools, equipment, etc. should be cleaned and disinfected after use and stored correctly and neatly.
- (c) The service provider should ensure that a detailed list of their equipment are maintained and accessible for inspection on a regular basis.

5.12.9. Transferring/ Fostering

- (a) Transferring and fostering of animals are not permitted.

5.12.10. In terms of the municipal By-law, unless the context indicates otherwise, an “Animal” means any –

- (a) Dog (irrespective of the breed and including both genders);
- (b) Cat ((irrespective of the breed and including both genders);
- (c) Equine (horse, donkey, mule, ass, pony or any related species and including both genders);
- (d) Bovine (cattle or any related species and including both genders);
- (e) Sheep (including related species and including both genders);
- (f) Goat (including related species and including both genders);
- (g) Pig (including related species and including both genders); and
- (h) Poultry (including related species and including both genders)

6. TECHNICAL REQUIREMENTS FROM SERVICE PROVIDER

The successful tenderer is required to adhere to the following requirements:

No.	Requirement
6.1.	Management of Pound Services
	<ul style="list-style-type: none"> (a) Inspect, shelter and feed impounded animals to promote the animal welfare and well-being of animals; (b) Assist with the collection, transport and impoundment of sick and injured animals, as requested and authorized by the municipality; (c) Mitigate and deal with infectious and ill impounded animals when need arise; (d) Compile and maintain statistics of all impounded animals admitted at the pound facility for inspection and review by the law enforcement department; (e) Administer short-term care of animals admitted at the pound facility; (f) keep detailed records of all animals kept and advise the Municipality accordingly as well as indicate and notify the Municipality of cases that exceed the prescribed periods and assume responsibility for such latter cases; (g) Provide admission sheets, records and other documentation in respect of seized and impounded dogs, cats and other animals kept on behalf of the municipality, for inspection, verification and validation on a monthly basis; (h) Assistance and guidance with animal related matters when necessary; (i) Facilitate animal rehoming and re-uniting of animals when required and give input into outcomes of seized and impounded animals when requested or required to do so. (j) Facilitating Animal Welfare / Education / Awareness (k) Providing administrative support services
6.2	Sterilization function
	<ul style="list-style-type: none"> (a) Facilitate compulsory sterilizations of impounded dogs and cats during specific sterilization campaigns arranged or otherwise directed thereto.

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6.3.	Euthanasia function
	(a) Facilitate the process of euthanasia and carcass disposal of impounded animals (strayed or seized) at the cost of owners, the municipality or any other stakeholder.
6.4.	Veterinary Services
	(a) Have access to a qualified and experienced veterinarian, registered with the South African Veterinary Council to provide primary veterinary care to all sick, injured and diseased animals admitted 24/7 (twenty-four seven) to ensure impounded animals receives veterinary treatment regularly; (b) Diagnosis and prognosis are provided in terms of impounded animals as and when required; (c) Provide humane euthanasia (under direct or indirect supervision of a veterinarian) where necessary;
6.5.	Feral entrapment
	(a) Assist in feral entrapment, collection, and removal as directed by the municipality to allow for such impoundment.
6.6	Kennel Management
	(a) Facilitate the function of kennel management to ensure and promote health and safety as well as welfare and well-being of all impounded animals within the facility.
6.7.	Human Resources (Staff compliment), Vehicles and Equipment
6.7.1.	Human Resources (Staff compliment)
	(a) One (1) qualified and experienced Animal Welfare Inspector/ Person with Magisterial Authorization (Section 8 of the Animal Protection Act (71 of 1962), with suitably experienced, trained, and skilled multi-species Animal Collection, with suitably experienced, trained, and skilled equine and farm Animal Collection and with experienced, trained, and skilled Humane Education\Awareness facilitator. (b) One (1) qualified and experienced Veterinarian, registered with the South African Veterinary Council (as a subcontractor) (c) One (1) suitably experienced, trained, and skilled Pound Master. (d) Two (2) general works/ volunteers to be trained.
6.7.2.	Vehicles and travelling cages to collect and transport animals to be impounded or must have Vehicles and travelling cages to collect and transport animals to be impounded:
	(a) At least two (2) Light Delivery Vehicles (Pickup Trucks) fitted with travelling cages/ or without (b) At least two (2) Trailer fitted with travelling cages/ or without (gross laden mass ranging between 0kg and 5000kg)
6.7.3.	Equipment
	(a) Provision of adequate serviceable animal capture and handling equipment and adequate numbers of serviceable captive bolt pistols for emergency off-site euthanasia (detailed equipment list to be provided with tender submission)

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7. CONTRACT DURATION

It is envisaged commencement date for the required services is from 1 July 2024. This multi-year tender, hence, the tender will run over 3 financial years, ending 30 June 2027, broken down as follows:

- i. Year 1 (2024/25) – 1 July 2024 until 30 June 2025
- ii. Year 2 (2025/26) – 1 July 2025 until 30 June 2026; and
- iii. Year 3 (2026/27) - 1 July 2026 until 30 June 2027.

The tender price must be firm from 1 July 2024 until 30 June 2024; thereafter the percentage for escalation based on CPIX (**Consumer Price Index**) may be added, every 1st of July, for the remainder of the contract period.

8. INFORMATION TO BE PROVIDED BY THE TENDERERS WITH TENDER SUBMISSION

Bidders are required to provide the following information with their tender offer:

- a) Proof of access to a qualified and experienced veterinarian, registered with the South African Veterinary Council to provide primary veterinary care;
- b) A proposed plan of action (Work Methodology) in relation to pound and kennel management, Animal Welfare / Education / Awareness campaigns as well as the administrative support function in correlation with the requirements;
- c) Proposed Standard Operating Procedure (SOP) for claiming stray animals (in step-by-step diagram display or documented in point form);
- d) Proof of evidence (examples) in terms of the service provider’s admission forms, assessment forms, admission register, monthly statistical report, collection reports, daily/ routine unit/ animal checklists, etc.
- e) Company profile outlining the current total workforce (staff establishment) in relation to the relevant staff requirement, the number of vehicles the company currently own/hire specifically for collecting and transporting animals in distress,
- f) Proof of evidence in relation to serviceable animal capture and handling equipment, travelling cages and vehicles.
- g) Reference letters substantiating relevant work experience of Service provider.

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9. PERFORMANCE MEASURES AND PENALTIES

In the event of the service provider fails to perform the pound management and other ancillary functions per the specifications, penalties will be imposed that calculates from a minimum of seven percent (5%) to a maximum of hundred percent (100%) for each finding during an inspection conducted by the municipality’s law enforcement coordinator on site. The table below outlines how penalties shall be applied and be deducted from the service provider for failing to adhere to the Breede Valley Municipality’s requirements:

No.	Non-performance/ non-conformance with service requirement.	Penalty implication
a)	Monthly reports not submitted to the law enforcement department within 7 days of the new month.	10% of the total monthly invoice payable
b)	Failure of service provider to attend to complaints within prescribed timeframe as set out in subsection 5.10 (b) as follows	R150 per occurrence.
	(i) High Priority complaints within 1 hour;	R150 per occurrence
	(ii) Medium Priority complaints within 4 hours	R100 per occurrence
	(iii) Low Priority complaints within 8 hours	R 50 per occurrence
c)	Failure to host at least one (1) Animal Welfare Education / Awareness Outreach program one per town per month.	10% of the total monthly invoice
d)	Fail to record and update information admission forms and assessment forms in correlation with the admission register admission on a daily basis	R20 per occurrence
e)	Fail to conduct routine kennel inspections and record incidents	R200 per occurrence
f)	Not wearing protective workwear as prescribed	R200 per occurrence
g)	Service provider is unreachable/ unavailable to attend to complaints within the 24/7 timeframe	1% per occurrence to a maximum of 10% of the total monthly invoice payable.
h)	Equipment are NOT in good working order, to ensure humane handling of animals.	R1000 per occurrence
i)	Carrier boxes, travel cages, cat traps, tools, equipment, etc. are NOT cleaned and disinfected after use and stored correctly and neatly.	R500 per inspection
j)	Staff members under the influence of intoxicating substances (e.g. liquor, drugs,etc)	R1000 per incident
k)	Kennel management is not performed as prescribed, which compromise the welfare and health of impounded animals	R2000 per transgression
l)	Veterinary care in terms of diagnosis and prognosis are not performed by a qualified and registered Veterinarian	R2000 per transgression

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10. TERMINATION

- 10.1 If either party wish to terminate the contract prior to the expiry date, 30 days notification to this effect must be submitted in writing, giving details of the reason.
- 10.2 Either party may terminate the contract if the other party has become bankrupt or insolvent.
- 10.3 Breede Valley Municipality may terminate the contract if the Service Provider is notified that he/she has:
 - 10.3.1 Substantially failed to comply with the contract obligations
 - 10.3.2 Substantially hindered the service delivery/ operational function of Breede Valley Municipality
 - 10.3.3 Substantially broken the Health and Safety Regulations or applicable Acts, Laws or Statutory Requirements
 - 10.3.4 Failed to stop defaulting within three weeks of the notification; and
 - 10.3.5 The Service Provider has assigned the Contract to another service provider without the prior approval of the Municipality.
- 10.4 Continued poor performance and not adhering to deadlines, may be used by the Municipality as grounds to terminate the contract.

11. PAYMENT METHOD

- 11.1 Payment shall be made by the municipality on a monthly basis upon receipt of an invoice and statement from the service provider in accordance with the rates as per the itemized tender pricing schedule for the services rendered for the relevant/ specific month.
- 11.2 Payment shall be made within thirty (30) days from receipt of invoice in accordance with the Council's policy. Discount not applicable if payments are not made within thirty (30) days from the day of submission of the invoice.
- 11.3 Invoices shall be verified and validated by the relevant law enforcement coordinator for payment and if find in order submit to the Manager: Traffic and Law Enforcement Services (contact management champion) for request of payment to be and authorized by the Director: Community Services.
- 11.4 In consideration for the rendering of the services, the municipality shall pay to the service provider the amount payable as per the tender price only. No additional payments, such as sectoral determination increases will be the responsibility of the municipality except the annual escalations as per the tender, as indicated by the service provider.
- 11.5 Further to this, in the event of any labour dispute between the service provider and its employees, the municipality will still hold the service provider accountable for non-performance in terms of the service requirement as per the tender contract.

12. LIMITATION OF LIABILITY

The appointed service provider must indemnify the municipality against all legal liability with regards to any claims that may arise because of breach of contract or negligence on the part of the service provider in respect of its obligations in terms of the service requirement.

13. SPECIAL CONDITIONS OF CONTRACT

- a) The facility must be accessible and be open to municipal law enforcement for routine inspections as need be by the municipality.
- b) Should it be established during the course of the contract that inexperience, untrained and unskilled animal collection officials, facilitators or pound master have been provided; a penalty shall be incurred in addition to a price/rate adjustment. In any instance of the placement of animal collection officials, facilitators or pound master that are inexperience, untrained and unskilled, a penalty of 30% of the monthly invoice shall be imposed.
- c) The service provider must ensure that at all times they comply with any legislation which in any manner whatsoever impacts upon the service requirement under this contract.
- d) The municipality also reserves the right to terminate the contract of the successful bidder at any time prior 30 June 2027 due to poor operational, financial, under-performance, or any material reason that can be justified by the municipality.
- e) The successful Service Provider is to supply adequate relevant serviceable animal capture and handling equipment as required for the management of pound services and ancillary functions.
- f) The Municipality reserves the right to increase or decrease the scope of the service required as determined by the prevailing circumstances at the time.

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14. ADDITIONAL REQUIREMENTS/ CONDITIONS

- a) The Service Provider must create a direct communication line to the municipal law enforcement department of the municipality.
- b) Before commencements of rendering a service by the service provider the Municipality will provide the service provider with a standard operating procedure in terms of operational requirements.
- c) Service Provider must always ensure that they comply with all legislation which impacts on the employment, conditions of service and pay rates of staff members.
- d) The successful Service Provider shall always practice safe working habits and create safe working conditions for his/ her workers.
- e) The municipality shall be indemnified against any loss, injury to employees or another person and damage to own property or third party, while executing the contracted service on behalf of the municipality.
- f) Without prejudice to the successful Service Provider’s right to select his personnel before employment, the Municipality will at all times have the right to point out staff members of the Service Provider who is considered a safety, health or security risk or undesirable in which case the Service Provider will be requested not to utilize such person/s any longer to honour his obligations in terms of this agreement. In such a case the Service Provider will immediately comply with the request and the Service Provider will not (as a result of such request) be entitled to bring a claim for loss or damages against the Municipality and the Service Provider indemnifies the municipality against any claim from the employee concerned.
- g) The Municipality may perform background verification on information provided by the bidder(s).
- h) Payments will be made monthly within 30 days on submission of a correct invoice and statement for the goods and services rented. The invoice must indicate for which month’s services payment is claimed and must reflect the order number. Invoices cannot be certified as correct before the work has been properly performed. Such certification can only take place after the last working day of the month during which the services was rendered, if the service were rendered satisfactorily and the invoice is correct.
- i) In case of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulation of the Government Procurement General Conditions of Contract which is part of this contract will be applicable.
- j) The municipality shall under no circumstances, accept any sub-standard services, for whatsoever reason, during the term of the contract.
- k) The municipality will not be held responsible for any claims arising as a result of injury or losses sustained by the Service Provider or his / her employees during the period of the contract.

Failure to comply with the minimum conditions/ requirements stated in this tender document shall result in automatic disqualification.

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15. EVALUATION OF TENDERS

This tender will be evaluated on two stages, namely: Functionality and Price.

15.1. Functionality

The evaluation will be based on a points system, with the functional element being scored out of 70 points with a minimum threshold for the functional element set at 42 points. Bids that do not meet or better the functional element threshold will not be further evaluated.

Each element is weighted as shown in the table below:

No	Functional Element/ Criteria	Maximum Possible Score	Weight
1.	Company establishment	10	14%
2.	Service Provider's Relevant Experience		
2.1	Proven experience of the service provider in providing pound management services and other ancillary functions – Comparable contracts in respect of provisioning of animal keeping, animal care, and animal control related services in the past fifteen (15) years. Such contracts must be long term in nature (12 months and beyond) with a minimum contract value of 750 000 (VAT included) per contract.	10	14%
2.2	Proven experience of the service provider in facilitating animal welfare/ education and awareness campaigns in the past fifteen (15) years. Such campaigns must have been beneficial and successful to the animal welfare society.	10	14%
3	Capacity to fulfill the demands of the contract		
3.1	Adequate qualified, trained and skilled relevant key staff members	15	22%
3.2	Adequate vehicles and travelling cages for collection and transporting animals	15	22%
3.3	Adequate serviceable animal capture and handling equipment	10	14%
Maximum possible score for functionality		70	100%

The minimum score for functionality is **42** out of a maximum possible score of **70**, which will give a minimum percentage score of **60%**. Tenderers that fail to achieve the minimum score for functionality will not be eligible for evaluation and the tender offer will be rejected. Only those bidders scoring 42 points and higher will be considered in the second stage of the evaluation, where bids will be assessed based on the 80/20-point system.

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15.1.1 Number of years the company has been operational since its establishment

The tenderer must submit proof of company establishment and its record of operation since then together with any other relevant information requested upon which up to 10 points for company establishment for functionality will be awarded to the tenderer in this regard.

Company establishment shall be scored in terms of the number of years the company has been operational since establishment.

Company’s establishment in the animal welfare industry and its years of operation.	Points
Company’s number of years since establishment is less than 2 years	3
Company’s number of years since establishment is 2 - 5 years	5
Company’s number of years since establishment is 6 - 9 years	7
Company’s number of years since establishment is 10+ years	10

Note 1: For bidders to claim points for this criterion, they must attach to the bid document, CIPC documents/ NGO registration documents, clearly indicating the date and year in which the company was initially established. Failure to adhere to this requirement shall result in the bidder forfeiting points from this criterion.

15.1.2 Service Provider’s Relevant Experience

(a) Comparable projects

The tenderer must submit proven experience of the service provider in providing pound management services and other ancillary functions (comparable projects in respect of provisioning of animal keeping, animal care, and animal control related services in the past fifteen (15) years. Such projects must be long term in nature (12 months and beyond) with a minimum contract value of R750 000 (VAT included) per contract) upon which up to 10 points for relevant experience for functionality will be awarded to the tenderer in this regard.

Number of long-term pound management services and other ancillary functions contracts secured and managed in the past 15 years, with a minimum value of R750 Thousand per contract.	Points
Bidder demonstrates to have successfully secured and managed 1 contract	3
Bidder demonstrates to have successfully secured and managed 2 contracts	5
Bidder demonstrates to have successfully secured and managed 3 contracts	7
Bidder demonstrates to have successfully secured and managed 4 and more contracts	10

Note 2: In order to validate the claim in this criterion, bidders must submit proof of secured/ current and completed contracts (**R750 000 and above per project**) from clients in their letter head, clearly indicating the contract number and description, duly signed by an authorized representative of the client. Reference letters for current or current contracts must indicate the following critical information:

- (a) Contract reference number
- (b) Contract description
- (c) Value of the contract to date (for current contracts) or Value of the contract on completion (for completed contracts)
- (d) Time frame of the contract (start and end date)

In respect of the contracts that are still under way (current contracts), bidders must still provide reference letters indicating the information of (a) to (d) above. Failure to adhere to this requirement shall result in the bidder forfeiting points from this criterion.

For ease of reference, such information must be Annexed or Appended to the bid documented, clearly marked as follows:

- i. Current Contract 1, Current Contract 2, Current Contract 3, etc
- ii. Completed Contract 1, Completed Contract 2, Completed Contract 3, etc

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(b) Animal welfare/ education and awareness campaigns

The tenderer must submit proven experience of the service provider in facilitating animal welfare/ education and awareness campaigns in the past fifteen (15) years. Such campaigns must have been beneficial and successful to the animal welfare society upon which up to 10 points for relevant experience for functionality will be awarded to the tenderer in this regard.

Number of animal welfare/ education and awareness campaigns in the past 15 years	Points
Bidder demonstrates to have successfully facilitated 1-3 animal welfare/ education and awareness campaigns	3
Bidder demonstrates to have successfully facilitated 4-6 animal welfare/ education and awareness campaigns	5
Bidder demonstrates to have successfully facilitated 7-9 animal welfare/ education and awareness campaigns	7
Bidder demonstrates to have successfully facilitated 10 and more animal welfare/ education and awareness campaigns	10

Note 3: In order to validate the claim in this criterion, bidders must submit proof of animal welfare/ education and awareness campaigns conducted, clearly indicating the campaign reference number and description, duly signed by an authorized representative of the client. Reference letters for current or current contracts must indicate the following critical information:

- (a) Campaign reference number
- (b) Campaign description

In respect of the contracts that are still under way (current contracts), bidders must still provide reference letters indicating the information of (a) to (d) above. Failure to adhere to this requirement shall result in the bidder forfeiting points from this criterion.

For ease of reference, such information must be Annexed or Appended to the bid documented, clearly marked as follows:

- i. Current Campaign 1, Current Campaign 2, Current Campaign 3, etc
- ii. Completed Campaign 1, Completed Campaign 2, Completed Campaign 3, etc

In addition, the tenderer shall insert in the spaces provided in **Schedules 3 and 4** a list of the tenderer’s past work experience in providing pound management services and other ancillary functions as well as animal welfare/ education and awareness campaigns.

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15.1.3.Capacity to fulfill the demands of the contract

15.1.3.1.Adequate qualified, trained and skilled relevant key staff members

The tenderer shall provide details of their key staff's relevant experience in the provision of pound management services and ancillary functions. Substantiating documentation to be attached with the tender document upon submission. All relevant information requested based upon which up to 15 points for functionality will be awarded to the tenderer in this regard.

Key staff's relevant experience, qualification, training and skills?	Points
Animal Welfare Inspector/ Person with Magisterial Authorization (Section 8 of the Animal Protection Act (71 of 1962), Animal Collection Official (Multi-species, Equine and farm animals) and Humane Education\Awareness facilitator. Less than 2 years experience in pound services and ancillary functions = 1 points 2-5 years experience in pound services and ancillary functions = 3 points 6+ years experience in pound services and ancillary functions = 5 points	5
Qualified and experienced Veterinarian, registered with the South African Veterinary Council (as a subcontractor) Less than 1 years experience in pound services and ancillary functions = 1 points 1-3 years experience in pound services and ancillary functions = 3 points 4+ years experience in pound services and ancillary functions = 5 points	5
Pound Master Less than 2 years experience in pound services and ancillary functions = 1 points 2-5 years experience in pound services and ancillary functions = 3 points 6+ years experience in pound services and ancillary functions = 5 points	5

The substantiating evidence must be attached as follows:

- i. a short CV not longer than 3 pages, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of contracts and experience.

The tenderer shall insert in the spaces provided in **Schedule 5** a list of the key staff's past work experience in provision of pound management services and ancillary functions.

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15.1.3.2. **Adequate vehicles and travelling cages for collection and transporting animals**

The tenderer shall provide detail of their adequate vehicles and travelling cages necessary to render the provision of pound management services and ancillary functions. Substantiating documentation to be attached with the tender document upon submission. All relevant information requested based upon which up to 10 points for functionality will be awarded to the tenderer in this regard.

Adequate vehicles for collection and transporting animals	Points
Proof of one (1) pickup vehicles (fitted with travelling cages) with a gross laden mass that exceeds 3500kg and a double axel trailer with travelling cages to collect any animal in distress (Heavy Vehicles)	10
Proof of one (1) pickup vehicles (fitted with travelling cages) with a gross laden mass that exceed 2000kg but not 3500kg and a double axel trailer with travelling cages to collect any animal in distress (One Tonner Pick-Ups - Panel vans)	5
Proof of one (1) pickup vehicles (fitted with travelling cages) with a gross laden mass of less than 2000kg and a single axle trailer with travelling cages to collect any animal in distress (Half Ton Pick-ups - Panel vans)	3
Adequate travelling cages collection and transporting animals	
Proof of more than <u>six (6) travelling cases which can be man handled</u> to collect any size of house pet (dogs / cats) in distress	5
Proof of <u>four (4) travelling cases which can be man handled</u> to collect any size of house pet (dogs / cats) in distress	3
Proof of <u>two (2) travelling cases which can be man handled</u> to collect any size of house pet (dogs / cats) in distress	2
Proof of less than <u>two (2) travelling cases which can be man handled</u> to collect any size of house pet (dogs / cats) in distress	0

The tenderer shall insert in the spaces provided in **Schedule 6** a list of the vehicles and travelling cages accessible for managing the pound services and rendering the ancillary functions. The substantiating evidence can also be attached as annexures.

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15.1.4. **Adequate serviceable animal capture and handling equipment**

The tenderer shall provide details of their adequate serviceable animal capture and handling equipment necessary to render the provision of pound management services and ancillary functions. Substantiating documentation to be attached with the tender document upon submission. All relevant information requested based upon which up to 10 points for functionality will be awarded to the tenderer in this regard.

Adequate serviceable animal capture and handling equipment	Points
Proof of the following animal capture and handling equipment, but not limited to: control poles, cat traps, cat boxes/carriers, catching net, captive, bolt gun (is a device used for stunning injured animals), halters and open leashes for dogs, cattle trailer and horseboxes (substantial evidence)	10
Proof of the following animal capture and handling equipment, but not limited to: control poles, cat traps, cat boxes/carriers, catching net, captive, bolt gun (is a device used for stunning injured animals), halters and open leashes for dogs, cattle trailer and horseboxes (adequate evidence)	7
Proof of the following animal capture and handling equipment, but not limited to: control poles, cat traps, cat boxes/carriers, catching net, captive, bolt gun (is a device used for stunning injured animals), halters and open leashes for dogs, cattle trailer and horseboxes (insufficient evidence)	3
Proof of the following animal capture and handling equipment, but not limited to: control poles, cat traps, cat boxes/carriers, catching net, captive, bolt gun (is a device used for stunning injured animals), halters and open leashes for dogs, cattle trailer and horseboxes (No evidence)	0

The tenderer shall insert in the spaces provided in **Schedule 6** a list of the serviceable animal capture and handling equipment accessible for managing the pound services and rendering the ancillary functions. The substantiating evidence can also be attached as annexures.

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16. PRICING CONDITIONS

- 16.1 Only those bidders who score the minimum points of 42 out of 70 (70%) for functionality, shall be evaluated on price based on the 80/20 preference point system principle.
- 16.2 The pricing structure or schedule has been designed for bidders to cast an all-inclusive monthly fee for the service requirement which must remain fixed and firm for each year under consideration. The tender will be evaluated and awarded as a whole.
- 16.3 Service providers are urged to consider all the necessary costs of bringing the services to the client when casting their prices i.e. (disbursements, protective workwear, cleaning materials and equipment, wages, administration costs, telephone, printing, veterinary fees, transportation etc.). The municipality shall at any given stage during the evaluation of tenders, conduct verification checks in order to ensure that unrealistically low tenders are eliminated not to participate further on price. No further price adjustments shall be accommodated, other than the ones agreed upon according this tender.
- 16.4 Year 1 shall mean the period: from 1 July 2024 to 30 June 2025. Year 2 shall mean 1 July 2025 to 30 June 2026. Year 3 shall mean 1 July 2026 to 30 June 2027.
- 16.5 All prices shall be quoted in South African currency and be **INCLUSIVE** of **ALL APPLICABLE TAXES**. However, those bidders who are registered for VAT shall account for VAT at 15% in order to obtain the Grand Total. Those bidders who are NOT registered for VAT may NOT impose VAT to the municipality.
- 16.6 The tender must be valid for hundred and fifty (150) days after closing
- 16.7 Tender rates must be submitted on the Pricing Schedule. No deviations from the current pricing structure will be permitted.
- 16.8 For multi-year tenders, price escalations shall be in accordance with the Consumer Price Index (CPIX) for the outer years. Increases to be implemented shall be backed up by figures which are released by a statutory body (STATS-SA) for consideration. The price escalations shall be implemented on 1 July of each financial year, based on the average CPI of 12 months (July – June) prior to the current escalation. Requests for price increases which are driven by other cost drivers (ie: price increases from manufactures) shall NOT be accepted.” Prior to the implementation of the escalation, the municipality shall communicate in writing to all the relevant stakeholders (winning bidders and the contract owners/ contract managers) of the escalation to be implemented.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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2. FUNCTIONALITY SCORING SHEET

1. The bid will be evaluated in terms of functionality of bid submissions.
2. The evaluation of tenders will be done in terms of compliance with the Pre-Qualification criteria.
3. The bidder must score at least **42 points (60%) out of 70 points (100)** to be evaluated further.
4. The functionality points for this bid are allocated as indicated in table below:

FUNCTIONALITY CRITERIA			
Description		Maximum points attainable	Points awarded
Company's establishment in the animal welfare industry and its years of operation.			
Company's number of years since establishment is less than 2 years	3	10	
Company's number of years since establishment is 2 - 5 years	5		
Company's number of years since establishment is 6 - 9 years	7		
Company's number of years since establishment is 10+ years	10		
Service Provider's Relevant Experience			
Number of long-term pound management services and other ancillary functions contracts secured and managed.			
Bidder demonstrates to have successfully secured and managed 1 contract	3	10	
Bidder demonstrates to have successfully secured and managed 2 contracts	5		
Bidder demonstrates to have successfully secured and managed 3 contracts	7		
Bidder demonstrates to have successfully secured and managed 4 and more contracts	10		
Number of animal welfare/ education and awareness campaigns in the past 15 years			
Bidder demonstrates to have successfully facilitated 1-3 animal welfare/ education and awareness campaigns	3	10	
Bidder demonstrates to have successfully facilitated 4-6 animal welfare/ education and awareness campaigns	5		
Bidder demonstrates to have successfully facilitated 7-9 animal welfare/ education and awareness campaigns	7		
Bidder demonstrates to have successfully facilitated 10 and more animal welfare/ education and awareness campaigns	10		

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Capacity to fulfill the demands of the contract?				
Key staff's relevant experience, qualification, training and skills				
Animal Welfare Inspector/ Person with Magisterial Authorization (Section 8 of the Animal Protection Act (71 of 1962), Animal Collection Official (Multi-species, Equine and farm Animal) and Humane Education/Awareness facilitator. Less than 2 years experience in pound services and ancillary functions = 1 points 2-5 years experience in pound services and ancillary functions = 3 points 6+ years experience in pound services and ancillary functions = 5 points	5	15		
Qualified and experienced Veterinarian, registered with the South African Veterinary Council (as a subcontractor) Less than 1 years experience in pound services and ancillary functions = 1 points 1-3 years experience in pound services and ancillary functions = 3 points 4+ years experience in pound services and ancillary functions = 5 points	5			
Pound Master Less than 2 years experience in pound services and ancillary functions = 1 points 2-5 years experience in pound services and ancillary functions = 3 points 6+ years experience in pound services and ancillary functions = 5 points	5			
Adequate vehicles and travelling cages for collection and transporting animals				
Adequate vehicles for collection and transporting animals				
Proof of two (2) pickup vehicles (fitted with travelling cages) with a gross laden mass that exceeds 3500kg and a double axel trailer with travelling cages to collect any animal in distress (Heavy Vehicles)	7	10		
Proof of two (2) pickup vehicles (fitted with travelling cages) with a gross laden mass that exceed 2000kg but not 3500kg and a double axel trailer with travelling cages to collect any animal in distress (One Tonner Pick-Ups - Panel vans)	5			
Proof of two (2) pickup vehicles (fitted with travelling cages) with a gross laden mass of less than 2000kg and a single axle trailer with travelling cages to collect any animal in distress (Half Ton Pick-ups - Panel vans)	3			
Adequate travelling cages collection and transporting animals				
Proof of more than six (6) travelling cases which can be man handled to collect any size of house pet (dogs / cats) in distress	3			
Proof of four (4) travelling cases which can be man handled to collect any size of house pet (dogs / cats) in distress	2			
Proof of two (2) travelling cases which can be man handled to collect any size of house pet (dogs / cats) in distress	1			
Proof of less than two (2) travelling cases which can be man handled to collect any size of house pet (dogs / cats) in distress	0			
Adequate serviceable animal capture and handling equipment				
Proof of the following animal capture and handling equipment, but not limited to: control poles, cat traps, cat boxes/carriers, catching net, captive, bolt gun (is a device used for stunning injured animals), halters and open leashes for dogs, cattle trailer and horseboxes (substantial evidence)	10	10		
Proof of the following animal capture and handling equipment, but not limited to: control poles, cat traps, cat boxes/carriers, catching net, captive, bolt gun (is a device used for stunning injured animals), halters and open leashes for dogs, cattle trailer and horseboxes (adequate evidence)	7			
Proof of the following animal capture and handling equipment, but not limited to: control poles, cat traps, cat boxes/carriers, catching net, captive, bolt gun (is a device used for stunning injured animals), halters and open leashes for dogs, cattle trailer and horseboxes (insufficient evidence)	3			
Proof of the following animal capture and handling equipment, but not limited to: control poles, cat traps, cat boxes/carriers, catching net, captive, bolt gun (is a device used for stunning injured animals), halters and open leashes for dogs, cattle trailer and horseboxes (No evidence)	0			

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5. Bidders who claim points in respect of functionality must complete the bid declaration and failure on the part of a bidder to sign this form will disqualify the bidder
6. The Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the Municipality.
7. Attach a short CV not longer than 3 pages, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of projects and experience.
8. Attach a reference letter on a letterhead from the service provider's clients where rental and servicing of chemical toilet facilities have been implemented/ completed with similar criteria. Bidders must make sure that the letters are signed, and contact details are fully completed. The contact details must include the contact number and email address of the referee. The reference must not be older than 36 months from the date of the tender submission. Breede Valley Municipality may verify the information provided, and if your referee does not confirm the information provided, the reference will not be considered.
9. **Failure on the part of the bidder to provide any of the documents or validate any claims made above will result in functionality points not being allotted.**

DECLARATION

1. I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise (if applicable) declare that points claimed qualifies the firm for the point(s) shown and I / we acknowledge that:
2. The information furnished is true and correct.
3. In the event of a contract being awarded because of points claimed, the bidder may be required to furnish documentary proof to the satisfaction of the Municipality that the claims are correct.
4. If the claims are found to be incorrect, the Municipality may, in addition to any other remedy it may have -
 - a. recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - b. 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.

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	

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3. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE AWARDED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
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Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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4. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by me / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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5. SCHEDULE OF WORK EXPERIENCE RELEVANT KEY STAFF

Tenderers shall set out in the Schedule hereunder details of the experience of the relevant key staff in work of a similar nature to that for which this Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

ANIMAL WELFARE HEALTH INSPECTOR / PERSON WITH A MAGISTERIAL AUTHORIZATION (SECTION 8 OF THE ANIMAL PROTECTION ACT), ANIMAL COLLECTION OFFICIAL (MULTI-SPECIES, EQUINE AND HUMANE EDUCATION/AWARENESS FACILITATOR.

NAME:	
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Client & Contract	Nature Of Work	Position Held

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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VETERINARIAN REGISTERED WITH THE SOUTH AFRICAN VETERINARY COUNCIL (AS A SUBCONTRACTOR)

NAME:	
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Client & Contract	Nature of Work	Position Held

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MUNISIPALITEIT



MUNICIPALITY

POUND MASTER

NAME:		NQF LEVEL	
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Client & Contract	Nature Of Work	Position Held	Value Of Work	Year Completed

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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7. VETERINARIAN REGISTRATION

Proof of access to a Veterinarian, registered with the South African Veterinary Council shall be attached to this schedule.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

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8. WORK METHODOLOGY

The Services Providers proposed plan of action shall be attached to this schedule.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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9. PROPOSED STANDARD OPERATING PROCEDURE (SOP)

Proof of Proposed Standard Operating Procedure (SOP) for claiming stray animals shall be attached to this schedule.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

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10. SERVICE PROVIDER'S EXAMPLES OF WORKING DOCUMENTS

The Services Providers examples in terms of the service provider's admission forms, assessment forms, admission register, monthly statistical report, collection reports, daily/ routine unit/ animal checklists, etc. shall be attached to this schedule.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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11. COMPANY PROFILE

The Services Provider's detailed company profile shall be attached to this schedule.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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12. LIST OF SERVICEABLE ANIMAL CAPTURE AND HANDLING EQUIPMENT AND TRAVELLING CAGES

The Services Provider's detailed list of serviceable animal capture and handling equipment and travelling cages shall be attached to this schedule.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

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13. REFERENCE LETTERS

Reference letters substantiating relevant work experience of Service provider shall be attached to this schedule.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

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MUNICIPALITY

14. PRICING AND SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
 2. Document **MUST** be completed in non-erasable black ink
 3. Bidders must cast prices all-inclusive monthly fee, as listed in the schedule of quantities. The tender will be evaluated and awarded as a whole
 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.
 - a. 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.

	INDICATE WITH AN 'X'								
Are you/is the firm a registered VAT Vendor	YES					NO			
If "YES", please provide VAT number									

I / We _____
 (full name of Bidder) the undersigned in my capacity as _____
 of the firm _____
 hereby offer to Breede Valley Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Breede Valley Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

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**PRICING SCHEDULE:**

The rates shall remain fixed for the duration of year 1. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed

The rates cast in the pricing schedule is the cost of bringing the services to the client, which shall be used to administer the contract.

PRICING SCHEDULE FOR YEAR 1 (fixed tariff or price for each year)which includes below tables**1. POUND (BOARDING) FEES FOR STRAY ANIMALS**

No.	Description	Unit of measure	Unit Rate (incl. all applicable taxes)	Maximum number days of impoundment per month	Total Amount (incl. all applicable taxes)
1.1	Stray dog	Per animal/ per day		14 days	
1.2	Stray cat	Per animal/ per day		14 days	
1.3	Stray Equines	Per animal/ per day		14 days	
1.4	Stray Bovine	Per animal/ per day		14 days	
1.5	Stray Sheep	Per animal/ per day		14 days	
1.6	Stray Goat	Per animal/ per day		14 days	
1.7	Stray Pig	Per animal/ per day		14 days	
1.8	Stray Poultry	Per animal/ per day		14 days	
Sub-Total carried forward to summary					

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2. POUND (BOARDING) FEES FOR SEIZED ANIMALS

No.	Description	Unit of measure	Unit Rate (incl. all applicable taxes)	Minimum number days of impoundment per month	Amount (incl. all applicable taxes)
2.1	Seized dog (Docket cases)	Per animal/ per day		30 days	
2.2	Seized dog (non-docket cases)	Per animal/ per day		14 days	
2.3	Seized cat (Docket cases)	Per animal/ per day		30 days	
2.4	Seized cat (non-docket cases)	Per animal/ per day		14 days	
2.5	Seized Equines (Docket cases)	Per animal/ per day		30 days	
2.6	Seized Equines (non-docket cases)	Per animal/ per day		14 days	
2.7	Seized Bovine (Docket cases)	Per animal/ per day		30 days	
2.8	Seized Bovine (non-docket cases)	Per animal/ per day		14 days	
2.9	Seized Sheep (Docket cases)	Per animal/ per day		30 days	
2.10	Seized Sheep (non-docket cases)	Per animal/ per day		14 days	
2.11	Seized Goat (Docket cases)	Per animal/ per day		30 days	

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No.	Description	Unit of measure	Unit Rate (incl. all applicable taxes)	Minimum number days of impoundment per month	Amount (incl. all applicable taxes)
2.12	Seized Goat (non-docket cases)	Per animal/ per day		14 days	
2.13	Seized Pig (Docket cases)	Per animal/ per day		30 days	
2.14	Seized Pig (non-docket cases)	Per animal/ per day		14 days	
2.15	Seized Poultry (Docket cases)	Per animal/ per day		30 days	
2.16	Seized Poultry (non-docket cases)	Per animal/ per day		14 days	
Sub-Total carried forward to summary					

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3. STERILIZATION OF IMPOUNDED ANIMALS

No.	Description	Unit of measure	* Unit Rate (incl. all applicable taxes)	Minimum number per month	Amount (incl. all applicable taxes)
3.1	Dog	Per animal		1	
3.2	Cat	Per animal		1	
3.3	Equines	Per animal		1	
3.4	Bovine	Per animal		1	
3.5	Sheep	Per animal		1	
3.6	Goat	Per animal		1	
3.7	Pig	Per animal		1	
3.8	Poultry	Per animal		1	
Sub-Total carried forward to summary					

*These sterilization costs are for the expense of the municipality, on the express written authority of the municipality. These rates are regarded as "Rate only" (as and when required)

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4. EUTHANASIA (BY LETHAL INJECTION) AND DISPOSAL OF IMPOUNDED ANIMALS

No.	Description	Unit of measure	* Unit Rate (incl. all applicable taxes)	Quantity	Amount (incl. all applicable taxes)
4.1	Dog	p/ ml		1	
4.2	Cat	p/ ml		1	
4.3	Equines	p/ ml		1	
4.4	Bovine	p/ ml		1	
4.5	Sheep	p/ ml		1	
4.6	Goat	p/ ml		1	
4.7	Pig	p/ ml		1	
4.8	Poultry	p/ ml		1	
Sub-Total carried forward to summary					

*These euthanasia and disposal costs are for the expense of the municipality, on the express written authority of the municipality. These rates are regarded as "Rate only" (as and when required)

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5. OTHER SERVICES AS PART OF THE ANCILLARY FUNCTIONS

No.	Description	Unit of measure	* Unit Rate (incl. all applicable taxes)	Minimum number impoundment per month	Amount (incl. all applicable taxes)
5.1	Maintenance (standard dip and deworm/ powder and deworm/ medicated bath and deworm) on admission				
5.1.1	Dog/ Cat	Per animal		10	
5.1.2	small live stock	Per animal		5	
5.1.3	large live stock	Per animal		5	
5.2	Feed				
5.2.1	Dog/ Cat	Per kilogram		300	
5.2.2	small live stock	Per kilogram		500	
5.2.3	large live stock	Per kilogram		1000	

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No.	Description	Unit of measure	* Unit Rate (incl. all applicable taxes)	Minimum number impoundment per month	Amount (incl. all applicable taxes)
5.3	Collection and transportation of stray and seized animals on Request by Council				
5.3.1	Dogs/ cats	Per trip (call out) to Rawsonville from base		3	
		Per trip (call out) within Worcester from base		5	
		Per trip (call out) to De Doorns from base		1	
		Per trip (call out) to Touwsrivier from base		1	
5.3.2	small live stock	Per trip (call out) to Rawsonville from base		1	
		Per trip (call out) within Worcester from base		1	
		Per trip (call out) to De Doorns from base		1	
		Per trip (call out) to Touwsrivier from base		1	

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No.	Description	Unit of measure	* Unit Rate (incl. all applicable taxes)	Minimum number impoundment per month	Amount (incl. all applicable taxes)
5.3.3	large live stock	Per trip (call out) to Rawsonville from base		1	
		Per trip (call out) within Worcester from base		1	
		Per trip (call out) to De Doorns from base		1	
		Per trip (call out) to Touwsrivier from base		1	
5.4	Feral Entrapment and impoundment on request by Council				
5.4.1	Feral Entrapment in Rawsonville	Per call out		1	
5.4.2	Feral Entrapment within Worcester from base	Per call out		1	
5.4.3	Feral Entrapment in De Doorns	Per call out		1	
5.4.4	Feral Entrapment in Touwsrivier	Per call out		1	

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No.	Description	Unit of measure	* Unit Rate (incl. all applicable taxes)	Minimum number impoundment per month	Amount (incl. all applicable taxes)	
5.5	Animal behaviourist services on request by Council	Per Report		1		
5.6	Humane Animal Welfare Education/Awareness	Per month		12		
5.7	Veterinary treatment/ test/ medication on request by Council	Costs as dispensed				
Sub-Total carried forward to summary						

*These Feral Entrapment and impoundment, Animal behaviorist services and Veterinarian Services costs are for the expense of the municipality, on the express written authority of the municipality. These rates are regarded as "Rate only" (as and when required)

SUMMARISED PRICING (BOQ) SCHEDULE

No.	Description	Subtotal carried forward from
1.	POUND (BOARDING) FEES FOR STRAY ANIMALS	
2.	POUND (BOARDING) FEES FOR SEIZED ANIMALS	
3.	STERILIZATION OF IMPOUNDED ANIMALS	
4.	EUTHANASIA (BY LETHAL INJECTION) AND DISPOSAL OF IMPOUNDED ANIMALS	
5.	OTHER SERVICES AS PART OF THE ANCILLARY FUNCTIONS	
GRAND TOTAL		

Price escalations will be calculated in accordance with the Consumer Price Index (CPIX) for the outer years.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

15. MBD 7.2 – CONTRACT FORM – SUPPLY AND DELIVERY OF GOODS/ RENDERING OF SERVICES

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contract for their respective records.
2. NO correction fluid/tape may be used.
3. 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.

PART 1 (to be completed by the TENDERER)

1. I hereby undertake to render services described in the attached bidding documents to **Breede Valley Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in Tender Number **BV 1077/ 2024: PROVISION OF POUND MANAGEMENT SERVICES AND ANCILLARY FUNCTIONS WITHIN BVM AREA FOR A PERIOD ENDING 30 JUNE 2027** at the price(s) quoted, as per pricing schedule. My offer(s) remain(s) 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:
 - Bidding documents, viz
 - (a) Invitation to bid
 - (b) Tax clearance certificate
 - (c) Pricing schedule(s)
 - (d) Filled in task directive/proposal
 - (e) Preference claims in terms of the Preferential Procurement Regulations 2017
 - (f) Declaration of interest
 - (g) Special Conditions of Contract; and
 - (h) General Conditions of Contract.
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. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1:		WITNESS 2:	
DATE:			

CONTRACT FORM - SUPPLY AND DELIVERY OF GOODS/ RENDERING OF SERVICES

PART 2 (to be completed by BREEDE VALLEY MUNICIPALITY)

1. I, _____
in _____ my _____ capacity _____ as
_____ accept your bid under reference number _____ dated
_____,
for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT _____ on this _____ day of _____ 20 ____.

TO BE COMPLETED BY THE BREEDE VALLEY MUNICIPALITY		
SIGNATURE:		OFFICIAL STAMP:
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

16. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



BREDE VALLEY

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PART C – DATABASE REGISTRATION

A	If you are a bidder, DULY REGISTERED on the Central Supplier Database (CSD), COMPLETE THIS SECTION		
CSD DATABASE REGISTRATION NUMBER			
NAME OF FIRM			
SIGNATURE		CAPACITY	
NAME (PRINT)			
NB: Please attach proof of CSD registration with your tender submission			

**APPENDIX 2: BREEDE VALLEY MUNICIPAL BY-LAW IN TERMS OF
IMPOUNDMENT OF ANIMALS**

**APPENDIX 2: BREEDE VALLEY MUNICIPAL BY-LAW IN TERMS OF
PREVENTION OF PUBLIC NUISANCES ARISING FROM KEEPING
ANIMALS**