


KUMKANI MHLONTLO LOCAL MUNICIPALITY

96 LG Mabindla street
Qumbu
5180
Eastern Cape

PO Box 31
Qumbu
5180



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www.mhlontloim.gov.za 

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KUMNKANI MHLONTLO LOCAL MUNICIPALITY

TENDER DOCUMENT FOR A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE PROVISIONING OF A COMPREHENSIVE MEDICAL CARE FOR ALL IMPOUNDED ANIMALS PERIOD OF 36 MONTHS.

BID NOTICE: COMM/ANIMM/2024-27

Issued by: The Municipal Manager
KUMNKANI MHLONTLO LOCAL MUNICIPALITY

P.O. BOX 31
QUMBU
5180

96 General Mabindla Street
QUMBU
5180

Tel: +27(047) 553 7000
Fax; +27(047) 553 0189

CSD NO. _____ SARS PIN _____

NAME OF BIDDER: _____

TENDER AMOUNT: _____

BBBEE LEVEL: _____

1. ADVERTISEMENT

PROJECT NAME	CONTRACT NUMBER	ADVERT DATE	CLOSING DATE
A panel of three (3) service providers for the provisioning of a comprehensive medical care for all impounded animals Period of 36 months	COMM/ANIMM/2024-27	09/10/2024	22/11/2024 12H00 PM

Request for proposals from Suitably qualified, capable and experienced tenderers are hereby invited to tender for A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE PROVISIONING OF A COMPREHENSIVE MEDICAL CARE FOR ALL IMPOUNDED ANIMALS at Kumkani Mhlontlo Local Municipality. Tender documents will be available on www.mhlontloim.gov.za

SPECIFICATION FOR A PANEL OF VETERINARY SERVICES TO KUMKANI MHLONTLO LOCAL MUNICIPALITY ANIMAL POUNDS

Tender for the provisioning of a comprehensive medical care for all impounded animals to the Kumkani Mhlontlo Local Municipality community services department for a period of thirty-six (36) months on an as and when required basis

1. INTRODUCTION AND PURPOSE

The purpose of this quotation is to appoint a panel of three (3) service providers for the provisioning of a comprehensive medical care for all impounded animals, to the Community Services Department of Kumkani Mhlontlo Local Municipality for a period of three (3) years on an as and when required basis. Bids will only be accepted from qualified and certified professional veterinarians within the related field

2. BACKGROUND

The Kumkani Mhlontlo Local Municipality Community Services department have various impounded animals that consists of cattle, sheep, goats, horses (equine), mules. These animals are required to be vaccinated and cared for should any medical conditions or injuries arise or occur.

The Kumkani Mhlontlo Local Municipality Community Services department therefore require a comprehensive veterinary service to ensure that the impounded animals in accordance with the Animals Protection Act 71 (Act 71 of 1962)

3. PROJECT SCOPE

To provide a comprehensive veterinary service to impounded animals of the Kumkani Mhlontlo Local Municipality Community Services department for a period of three years on an as and when required basis

The Comprehensive Veterinary Service must adhere to the following stipulation as described within the various Acts and Standards of animal as per the paragraph labeled Applicable National and International Standards

3.1. GENERAL

To provide a comprehensive veterinary service, to the impounded service animals of the Kumkani Mhlontlo Local Municipality Community Services department for a period of three years on an as and when required basis

The comprehensive veterinary service must include the following:

- Any veterinarian performing any of the required work on any of the animals must be in possession of BVSc degree with a minimum of at least two (2) years' experience after obtaining the required degree or a diploma in animal health with a minimum of at least two (2) years' experience
- All staff executing any veterinary work must be registered with the SAVC to perform any one of the following services:
- The veterinarian service as well as a qualified veterinarian must be available on a 24-hour standby basis as and when there is a need.
- The veterinarian must have the relevant experience in and be able to work on impounded livestock
- Preferably be in possession of a facility where sick animals can be housed and cared for at the facility from where he executes his duties when need arises;
- The facility must be registered or proof of application should be furnished
- If a locum is appointed by the successful service provider, a certified copy of such a locum's BVSc degree qualification/Diploma in Animal Health must be submitted to the municipality or his or her delegated representative.

SITE SPECIFICATIONS

Site inspections of all facilities will be executed during the technical evaluation phase during which the following must be provided by the successful tenderer:

- Proof of registration of facility .
- Proof of registration of all staff with the SAVC

All inspections will be carried out as per Rules 18 – 22: Minimum Standards for Veterinary Facilities.

The site from where the comprehensive veterinary service will be provided by:

A person who practices a veterinary profession, shall comply with the applicable minimum standards for a consulting room as well as animal hospital, are specified in these rules of the South African Veterinary Council (SAVC) and will then accordingly acknowledged and registered with this Council as a Surgical Veterinary Clinic.

Minimum Standards for Veterinary Facilities.

The following evidence must be provided upon request:

- Confirmation and proof of inoculations and vaccinations;
- Confirmation and proof of medical treatments executed;
- Confirmation and proof of medication administered.

3.2 PENALTIES

Bidders should note that although the need for a veterinary emergency service is not the norm, it remains imperative that the successful bidder have a qualified veterinarian who can act as an intermediary with full responsibility. In addition to this it is also imperative to note that only the appointed service provider can submit invoices to the municipality for service rendered during such a period.

Failure to not institute this arrangement will result in penalties being instituted against the bidder. Failure by the successful bidder to arrange a qualified veterinarian to act as an intermediary with full responsibility in his/her absence, and where the municipality can prove that this resulted in loss of life or limb of any of the impounded animals, the municipality will claim for all damages and losses incurred.

3.3 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The comprehensive animal care will be provided under the auspices and scrutiny of the following legislation:

- Veterinary and Para-Veterinary Professions Act, 1982 ([Act No. 19 of 1982](#);
- [Abattoir Hygiene Act 121 of 1992](#)
- Abuse of Dependence-producing Substances and Rehabilitation Centers Act 41 of 1971
- [Prevention and Treatment of Drug Dependency Amendment Act 20 of 1992](#)
- [Agricultural Product Standards Act 119 of 1990](#)
- [Animal Diseases Act 35 of 1984](#)
- [Animal Health Act 7 of 2002](#)
- [Animal Identification Act 6 of 2002](#)

- [Animal Improvement Act 62 of 1998](#)
- [Animal Matters Amendment Act 42 of 1993](#)
- [Animals Protection Act 71 of 1962](#)
- [Animal Slaughter, Meat and Animal Products Hygiene Act 87 of 1967](#)
- [Application of the HACCP system regulations, April 2002](#)
- [Basic Conditions of Employment Amendment Act 11 of 2002](#)
- [Constitution of the Republic of South Africa Act 18 of 2002](#)
- [Disaster Management Act 57 of 2002](#)
- [Employment Equity Act 55 of 1998](#)
- [Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947](#)
- [Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972](#)
- Game Theft Act 105 of 1991
- Hazardous substances Act 15 of 1973
- Labour relations Act 66 of 1995
- Livestock brands Act 87 of 1962
- Livestock improvement Act 25 of 1977
- Meat Safety Act 40 of 2000
- Medicines and related substances control Act 101 of 1965
- Occupational Health and Safety Act 85 of 1993
- Performing Animals Protection Act 24 of 1935
- Prevention and Treatment of Drug Dependency Act 20 of 1992
- Protection of Animals Amendment Act 7 of 1991
- SA Agriculture strategic plan released 27 November 2001
- Societies for the Prevention of Cruelty to Animals (SPCA) Act 169 of 1993 Stock theft Act 57 of 1959

4. STAGES OF EVALUATION

Stage 1: Administrative Compliance

Stage 2: Mandatory Requirements

Stage 3: Preference Points System

Stage 4: Site Inspections

4.1 ADMINISTRATIVE COMPLIANCE

All the proposals will be evaluated against the administrative requirements as set out in the list of Returnable documents.

4.2 MANDATORY REQUIREMENTS

Original certified copies by the National Authority (SAPS) of the following information/documents must be provided when proposals are submitted to ensure full compliance.

(A copy of a certified document will not be accepted).

- The BVSc degree of the veterinarian / Diploma in animal health
- SAVC certification of staff where applicable
- Proof that the veterinarian has the relevant two (2) or more years of experience in and be able to work on animals.
- Proof that the veterinarian have a facility where sick animals can be housed and cared for at the facility from where he execute his duties;
- Proof that the veterinarian have comprehensive hospital service to his/her accessibility;
- Proof that the veterinarian have access digital x-ray facility available;
- Proof that the veterinarian are able to provide a laboratory service when there is a need.
- This service due to nature of this contract the practice and surgery of the prospective bidder must be located within 50-kilometer radius area from the Kumkani Mhlontlo Local Municipality pounds; the service provider must provide proof of address in the form of municipal rates and taxes account or a sign valid Lease agreement in the name of the company / bidder.

Failure to attach the requested documentation will result in immediate disqualification:

- Bidders must complete the pricing schedule in full. Failure to comply with this stipulation will result in immediate disqualification.

(The pricing schedule attached to this document was derived from the pricing schedule as indicated by the (SAVC) South African Veterinary Council.)

4.3 PREFERENTIAL POINTS SYSTEM

The preferential points to be used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017.

- 80 points for price
- 20 points for specific goal.

4.4 SITE INSPECTIONS

All inspections may be carried out as per Rules 18 – 22: Minimum Standards for Veterinary Facilities.

A person who practices a veterinary profession, shall comply with the applicable minimum standards for a consulting room as well as animal hospital, are specified in these rules of the South African Veterinary Council (SAVC) and will then accordingly acknowledge and registered with this Council as a Surgical Veterinary Clinic.

Site inspections of all facilities will be executed during the technical evaluation phase during which the following must be provided by the successful tenderer:

- Proof of registration of facility with the SAVC.
- Proof of registration of all staff with the SAVC The following evidence must be provided upon request:
- Confirmation and proof of inoculations and vaccinations.
- Confirmation and proof of medical treatments executed.
- Confirmation and proof of medication administered.

5. VALIDITY PERIOD

The validity period for the tender after closure is 90 days.

6. PRICING SCHEDULE

PRICING SCHEDULE

1	CONSULTATION AND TRAVELLING (Consultation basic 15 minutes per animal) (Kilometer fee charge , Max 50km radius to pounds)	R_____	R
		<u>DoT Rates</u>	
2	GENERAL CLINICAL WORK INJECTIONS PER ANIMAMAL (Sheep, Goat) - Intramuscular/subcutaneous (IM/SC) - Intravenous (IV) - Intra-articular	R_____ R_____ R_____	R

3	GENERAL CLINICAL WORK INJECTIONS PER ANIMAL(Cattle, Horse, Donkey, Mule) - Intramuscular/subcutaneous (IM/SC) - Intravenous (IV) - Intra-articular	R_____ R_____ R_____	R
3	INNOCULATIONS VACINATIONS PER ANIMAL Cattle, Horse, Donkey, Mule As and when required	R_____	R
3	INNOCULATIONS VACINATIONS PER ANIMAL (Sheep, Goat)As and when required	R_____	R
4	MISCELLANEOUS PROCEDURES PER ANIMAL - Freeze branding - Bandage Application	R_____ R_____	R
BIDDERS SHOULD NOTE THAT ANY PRICES FOR PROCEDURES NOT LISTED IN THIS SCHEDULE MAY ONLY BE CHARGED AT <i>SOUTH AFRICAN VETERINARY COUNCIL (SAVC) RATES</i>			
TOTAL EXCLUDING VAT		R	
VAT		R	
TOTAL INCLUDING VAT		R	

NB: PLEASE NOTE:

1. CONSUMER PRICE INDEX

PERIOD ONE (01)

- BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID

PERIOD TWO (02)

- BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)

PERIOD THREE (03)

- BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)

Specific Goals	Means of verification: NB : 100% ownership in order to claim full point	Points allocation
HDI -Equity ownership	The municipality is going to use RACE OR NATIONALITY as means of verification and thus prospective service providers will be required to provide a copy of ID COPY as a proof in order to claim points for specific goals	10
Youth-Enterprise 0-35 years (MLM)	The municipality is going to use AGE as means of verification and thus prospective service providers will be required to provide a copy of ID COPY AND CSD as a proof in order to claim points for specific goals	2
Women-Equity ownership	The municipality is going to use GENDER OR SEX as means of verification and thus prospective service providers will be required to provide a copy of ID COPY, CK and CSD as a proof in order to claim points for specific goals	2
Disability-Equity ownership	The municipality is going to use MEDICAL CERTIFICATE as means of verification and thus prospective service providers will be required to provide a copy of MEDICAL CERTIFICATE and CSD as a proof in order to claim points for specific goals	2
Military veterans	The municipality is going to use STAMPED CONFIRMATION LETTER FROM OFFICE OF MILITARY VETERANS as means of verification and thus prospective service providers will be required to provide a copy of ID	2

	COPY AND CSD as a proof in order to claim points for specific goals	
Rural Enterprise	The municipality is going to use PROOF OF RESIDENCE FROM TRADITIONAL LEADER OR WARD COUNCILLOR OR as means of verification and thus prospective service providers will be required to provide a copy of PROOF OF RESIDENCE AND CSD as a proof in order to claim points for specific goals	2

9. DURATION FOR CLOSING DATE AND TIME

Closing date will be 22/11/2024 at 12:00 PM in Qumbu foyer.

10. SUPPORTING DOCUMENTS NEEDED.

1. Central Supplier Database number
2. Tenderers must submit certified copy for B-BBEE certificate to be considered for equity points and must be **SWORN affidavit/SANAS accredited**
3. Proof of Municipal rates, not later than one month/ lease agreement
4. SARS Tax compliance status pin.
5. All MBDs Must signed by company directors
6. Quotation with your letter head or business stamp
7. Company profile

Failure to supply all supplementary information may result in the tender being deemed an incomplete tender and may not be considered forward.

11. CONDITIONS OF THE TENDER

- Mhlontlo Local Municipality Supply Chain Policy Management will apply.
- The Council is not bound to accept the lowest or any tender and or part thereof and the Council reserves the right to accept any tender in whole or in part.
- All electronic, telegraphic, telefax, e-mail and late tenders will not be considered and tenders not deposited in the tender box as prescribe in this notice will not be considered as well.

- Mhlontlo local Municipality does not bind itself to accept the lowest proposal.

12. METHOD OF PROCUREMENT

It should be competitive bidding because of budgeted amount.

13. EVALUATION CRITERIA

Received Responsive bids will be evaluated based on the following:

- Stage 1- Functionality
- Stage 2- Price and preferential points

The 80/20 preference system will be used as per SCM policy, where 80 points will be for price and 20 for specific goals.

NO	EVALUATION MATRIX	DESCRIPTION	SCORE	MEANS OF VERIFICATION
1.	Relevant Experience	<p><i>Bidders to provide previous experience in supply and delivery of Agricultural Feed Supplies.</i></p> <p><i>(5 points per appointment up to a maximum of 7 appointments)</i></p> <p><i>For bidders with experience in the field but not supplying government the following must be attached.</i></p> <p><i>Proof of transactions of bulk supply (agricultural feed) 5 points per proof.</i></p>	35	<p><i>Support your track record with tangible evidence e.g. Appointment letters with contract values / Purchase Orders with contract values. OR</i></p> <p><i>Traceable Reference letters from authorized / delegated officials where work was undertaken. Years' experience in the business.</i></p>
2.	Financial Viability	Tenderer to demonstrate the financial viability to execute the project by submitting a bank rating	15	bank rating letter not older than 3 months. failure to submit bank rating letter will result in no points being awarded.
		CODE B	15	

		CODE C	10	
		CODE D	5	
3.	Logistics	<p><i>Documentary proof of access to a bulk transportation facility and supplier/manufacturer agreement.</i></p> <p><i>Supplier agreement and own transport and = 20 points</i></p> <p><i>Supplier agreement and leased transport and =15 points</i></p> <p><i>No proof of transport with supplier agreement = 0 points</i></p>	20	<ul style="list-style-type: none"> • Letter of commitment from fleet company or Confirmation from transport company or distribution agent. • For own transport bidder must supply proof thereof. • Signed • Supplier/Manufacturer Agreement
4.	Methodology		30	The service provider is required to provide detailed Curriculum Vitae's with certified copies of qualifications on personnel.
		<ul style="list-style-type: none"> • Delivery plan 	10	
		<ul style="list-style-type: none"> • Project Manager 	10	
		<ul style="list-style-type: none"> • Personnel 	10	
TOTAL				100
Minimum threshold				
<i>Note: Bidders scoring less than 60% based technical evaluation would not be considered for the next stage of the evaluation.</i>				

STAGE 2

Price and Preference Points Evaluation

The second stage evaluation will be on price points (80) and preference points (20) only. This will be applicable when the bidders (registered on framework agreement) are approached for appointment. It should be noted that only firms scoring an overall score of 60% out of 100 will be considered for price and preference point evaluation.

- Bids will be evaluated according to 80/20 preference point system, as prescribed in terms of the Preferential Procurement Policy Regulations, 2017 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA)

Price evaluation	80
Price or quotation offer under consideration	
Total for price	80
Preference point system	20

15. PROCUREMENT FROM THE PANEL

The approach that will be adopted by the municipality when procuring from the panels will be as follows:

Requirement will be determined as per the animal pound needs and the number of animal impounded

Specifications and request for quotation documents will be prepared.

Quotations will then be invited, evaluated (Price and Specific goal), and awarded accordingly, however,

The municipality may, for each quotation invited from the panel, identify and define an objective criterion to be applied.

The objective criteria mentioned above will allow the municipality to only consider and award quotations to service providers who comply with these criteria.

The municipality reserves the right not to appoint the highest point scorer, but to pro-rata the awards, based on consideration of quantities.

The municipality will perform risk analysis during the evaluation process considering market related prices as well as the bidders past delivery records within KMLM.

Service Level Agreements/ Contracts will be signed after approval of award.

Purchase Orders will thereafter be issued.

In cases of emergency a process stipulated in the SCM policy will be utilised.

16. COMPILATION OF ADVERT

The advert should be compiled by the SCM Office after the approval of specification.

Bids submitted are hold for a period of 90 days and Must be deposited in the tender Box at the Kumnkani Mhlontlo Local Municipality 96 church Street Qumbu 5180, by no later than the closing date at 12:00PM. Faxed or electronic submission of documents will not be accepted. Kumnkani Mhlontlo Local Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or any tender.

ADDENDUM TO THE CONTRACT: PROTECTION OF PERSONAL INFORMATION

1.1. Processing limitations

It is recorded that, pursuant to its obligations under this Agreement, Service Provider will process Personal Information in connection with and for the purposes of the provision of the Services for or on behalf of Mhlontlo LM and will act as Mhlontlo LM's Operator for purposes of Protection of Personal Information Act (POPIA) no.4 of 2013. Unless required by law, Service Provider shall process the Personal Information only:

- 1.1.1. On behalf of Mhlontlo LM and in compliance with its instructions and this Agreement;
- 1.1.2. For the purposes connected with the provision of the Service Provider services or as specifically otherwise instructed or authorised by Mhlontlo LM in writing; and
- 1.1.3. Service Provider shall treat the Personal Information that comes to its knowledge or into its possession as confidential and shall not disclose it without the prior written consent of Mhlontlo LM.

1.2. Security measures

- 1.2.1. Service Provider warrants that it shall secure the integrity of the Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:
 - (a) Loss of, or damage to, or unauthorised destruction of the Personal Information; and
 - (b) Unlawful access to or processing of the Personal Information.

1.2.2. Service Provider shall take reasonable measures to:

- (a) Identify all reasonable foreseeable internal and external risks to the Personal Information in its possession or under its control;
- (b) Establish and maintain appropriate safeguards against the risk identified;
- (c) Regularly verify that the safeguards are effectively implemented;
- (d) Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards; and
- (e) Shall notify Mhlontlo LM of the risks identified and the safeguards established and implemented from time to time.

1.2.3. Service Provider shall:

- (a) Have due regard to generally accepted information security practices and processes which may apply to it;
- (b) Comply with Mhlontlo LM's information security practices and procedures and applicable industry or professional rules and regulations, of which Mhlontlo LM undertakes to keep Service Provider informed from time to time; and
- (c) Within five (5) business days of a request from Mhlontlo LM, Service Provider shall provide to Mhlontlo LM a written explanation and full details of the appropriate technical and organisational measures taken by or on behalf of Service Provider to demonstrate and ensure compliance with this clause.

1.3. Service Provider's general obligations with regards to Personal Information

1.3.1. In addition to the other obligations set out in this clause, Service Provider shall:

- (a) Take reasonable steps to ensure the reliability of any of its employees who have access to the Personal Information;
- (b) Limit access to the Personal Information only to those employees who need to know to enable Service Provider to perform the services and ensure that employees used

- by Service Provider to provide the Services have undergone training in the care and handling of the Personal Information;
- (c) Deal promptly and properly with all reasonable inquiries from Mhlontlo LM relating to its Processing of the Personal Information and provide to Mhlontlo LM copies of the Personal Information in the format reasonably specified by Mhlontlo LM;
 - (d) Promptly inform Mhlontlo LM of its inability to comply with Mhlontlo LM's instructions and this clause, in which case Mhlontlo LM is entitled to suspend the processing of Personal Information and/or terminate this Agreement;
 - (e) Provide Mhlontlo LM with full co-operation and assistance in relation to any requests for access or correction or complaints made by Data Subjects; and
 - (f) At the request of Mhlontlo LM or any regulatory body, submit its Personal Information Processing facilities for audit of the Processing activities covered by this Agreement.

1.4. Notifications

1.4.1. Service Provider must notify Mhlontlo LM in writing:

- (a) Within 1 (one) business day or otherwise as soon as reasonably possible if any Personal Information has been or may reasonably believe to have been accessed or acquired by an unauthorised person or if a breach has occurred with reference to its use of the Personal Information under this Agreement. The notification must provide sufficient information to allow affected Data Subjects to take measures against the potential consequences of the compromise, including, if known to Service Provider, the identity of the unauthorised person who may have accessed or acquired the Personal Information;
- (b) Within 3 (three) business days of receipt thereof, of any request for access to or correction of the Personal Information or complaints received by Service Provider relating to Mhlontlo LM's obligations in terms of POPIA and provide Mhlontlo LM with full details of such request or complaint; and

- (c) Promptly of any legally binding request for disclosure of Personal Information or any other notice or communication which relates to the Processing of the Personal Information from any supervisory or governmental body.

1.5. Return or destruction of Personal Information

Upon termination of this Agreement or upon request by Mhlontlo LM, Service Provider shall return any material containing, pertaining or relating to the Personal Information disclosed pursuant to this Agreement to Mhlontlo LM. Alternatively, Service Provider shall, at the instance of Mhlontlo LM, destroy such material and shall certify to Mhlontlo LM that it has done so, unless the law prohibits Service Provider from doing so. In applying this destruction alternative, the Service Provider shall provide Mhlontlo LM with the Certificate of Destruction to confirm that the destruction was done in a manner that the Personal Information cannot be reconstructed to its original format. In that case, Service Provider warrants that it will guarantee the confidentiality of the Personal Information and will not actively process the Personal Information any further.

1.6. Warranties

Service Provider warrants that in addition to the warranties stated in the rest of this Agreement, it shall comply with all regulatory and statutory requirements which impact on or relate to Service Provider and the Services, including, but not limited to, POPIA.

1.7. Indemnities

Service Provider hereby indemnifies and holds harmless Mhlontlo LM from any and all penalties, claims, loss or damage arising from any claim or action brought against Mhlontlo LM and arising from or due to Service Provider's breach of its information protection obligations set out in this clause.

1.8. Ownership of Information

- 1.8.1. Service Provider acknowledges and agrees that Mhlontlo LM retains all right, title and interest in and to the Personal Information.
- 1.8.2. Service Provider shall not possess or assert any lien or other right against or to such Personal Information and no such Personal Information shall be sold, assigned, leased or otherwise disposed of to third parties by Service Provider or commercially exploited by or on behalf of Service Provider or its employees

SIGNED AT _____ ON THIS _____ DAY _____ 2024

FOR AND ON BEHALF OF KUMNKANI
MHLONTLO LOCAL MUNICIPALITY

FULL NAMES: MR L. NDABENI
CAPACITY: MUNICIPAL MANAGER

WITNESS 1:

WITNESS 2:

Names: _____

Names: _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2024

FOR AND ON BEHALF OF COMPANY
NAME

FULL NAMES -----
CAPACITY: COMPANY DIRECTOR

WITNESS 1:

WITNESS 2:

Names: _____

Names: _____

INVITATION TO BID

MBD 1

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KUMNKANI
MHLONTLO LOCAL MUNICIPALITY**

BID NUMBER: COMM/ANIMM/2024-27: CLOSING DATE: 22/11/2024

CLOSING TIME: 12:00 pm

DESCRIPTION: panel of three (3) service providers for the provisioning of a comprehensive medical care for all impounded animals Period of 36 months

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

P.O. BOX

QUMBU

5180

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

96 LG Mabindla Street

Qumbu

5180

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE..... NUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? _____

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable box)

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ?

YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: KUMNKANI MHLONTLO LOCAL MUNICIPALITY

Department: SCM

Contact Person: MS T GOMO /MS B Jara

Tel: 047 553 7022

Email: tgomo@mhlontloim.gov.za /bjara@mhlontloim.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department: BTO

Contact Person: Mr L Lutshetu

Tel: 082 783 7979

Email: llutshetu@mhlontloim.gov.za

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of 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:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state* **YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

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

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

.....

.....

3.8 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?

3.8.1 If so, furnish particulars.

.....

.....

3.9 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?

3.9.1 If so, furnish particulars

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.10.1 If so, furnish particulars.....

.....

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

3.11.1 If so, furnish particulars.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

The applicable preference point system for this tender is the **90/10** preference point system.

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

Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.4 Failure of a bidder to submit proof of specific goals claimed will be interpreted to mean that preference points for specific goals are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“bid”** 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 and “bid” has a corresponding meaning
- (c) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (d) **“consortium or joint venture”** 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;
- (e) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- (f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (h) **“non-firm prices”** means all prices other than “firm” prices;
- (i) **“person”** includes a juristic person;
- (j) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- (l) **“Reconstruction and Development Programme”** the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (m) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (n) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice; (o) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Tender Price			90/10	80/20
HDI -Equity ownership			5	10
Youth-Enterprise 18-35 years (MLM)			1	2
Women-Equity ownership			1	2
Disability-Equity ownership			1	2
Rural Enterprise			1	2
SUB-TOTAL (Specific goals)			1	2
TOTAL			10	20

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company

- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[\frac{x}{y} \right] \times 100$$

Where

- x imported content
- y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. “**bid**” includes advertised competitive bids, written price quotations or proposals;

2.2. “**bid price**” price offered by the bidder, excluding value added tax (VAT);

2.3. “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

2.4. “**designated sector**” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. “**duly sign**” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. “**imported content**” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. “**local content**” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to

request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>

4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder