KUMKANI MHLONTLO LOCAL MUNICIPALITY

96 LG Mabindla street
Qumbu
5180
Eastern Cape

PO Box 31
Qumbu
5180

(047) 553 7000
(047) 553 0189
www.mhlontlolm.gov.za
info@mhlontlolm.gov.za

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

TENDER DOCUMENT FOR PROVISION OF LEGAL SERVICES THROUGH A PANEL OF FOUR SERVICE PROVIDERS FOR A PERIOD OF 3 YEARS.

BID NOTICE: PPLS-MM-2026-2029-KMHLM

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: _____

RE - ADVERTISEMENT

PROJECT NAME	CONTRACT NO.	ADVERT DATE	CLOSING DATE
PROVISION OF LEGAL SERVICES THROUGH A PANEL OF FOUR SERVICES PROVIDERS FOR A PERIOD OF 3 YEARS.	PPLS-MM-2026-2029-KMHLM	07 Sep 2026	16 Oct 2026 AT 12:00 PM SUBMIT TENDER DOCUMENT TO THE RECEPTION AT THE NEW QUMBU TOWN HALL AND PLACE THEM IN TENDER BOX.

Request for proposals from Suitably qualified, capable and experienced tenderers are hereby invited to tender for Service Provider for provision of legal services through a panel of four service providers for a period of 3 years ,will be available @ **www.mhlontlolm.gov.za and E- Tender on the 3rd of June 2026.**

BACKGROUND

The Kumkani Mhlontlo Local Municipality (KMLM) is a local Municipality in ORTDM.

The municipal council is responsible for the general conduct of the operation of the KMLM and is therefore responsible for the implementation of appropriate systems of internal control and the risk management in the KMLM.

In terms of Supply Chain Management Policy, the KMLM is enjoined and has committed itself to maintain a database of pre-approved service providers that can be used to render various services to the KMLM. The establishment of such a database must be preceded and informed by a competitive bidding process, which has been embarked upon herein.

In line with the requirements of the Municipal Finance Management Act No. 56 of 2003 ("MFMA") and Treasury SCM Regulations, the KMLM seeks to engage the services of duly qualified firms of attorneys to serve on the KMLM's pre-approved panel of legal service providers.

PURPOSE OF THE TERMS OF REFERENCE

The purpose of the Terms of Reference (TOR) is to appoint suitable firms of attorneys to serve on the KMLM's pre-approved panel of legal service providers.

OBJECTIVES

The overall objective is to appoint suitable service providers to serve on the KMLM's pre-approved panel of legal service providers to ensure that a database of legal skills is readily available sourced when required.

1. SCOPE OF WORK

Successful service providers will be required to render legal services to the KMLM in a wide range of specialized areas, *inter alia* pertaining to:

1.1.1 Provision of legal advice and litigation support relating to debt recovery, municipal activities, and contracts, advisory and intermediary services.

1.1.2 Litigation support which includes among others handling applications: recovery of debt, and investigation, prosecution of fraud crimes and civil claims cases.

1.1.3 Litigation around issues pertaining to administrative and constitutional law.

1.1.4 Interpretation of legislation, legislative drafting and related matters.

1.1.5 Employment and labour relations matters.

1.1.6 Contractual interpretation; and

1.1.7 The firm of attorneys must be able to conduct detailed and credible research which includes identifying and applying the applicable laws and international regulatory instruments to the given set of facts and providing solutions thereto.

2.2 DELIVERABLES

- Administrative Law •
- Local Government law •
- Labour Law,
- Commercial & Contract law
- Conveyancing with LPC Number
- Debt Recoveries; and
- Favourable court orders.

2.3 DURATION OF THE PROJECT

The expected duration of the project is for a period of three (3) years after the signing of a Service Level Agreement (SLA).

3. Points allocation/ Evaluation criteria

1. Evaluation Criteria

Received Responsive bids will be evaluated based on the following:

- Stage 1- Functionality

- Stage 2- Price and specific Goals

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

Specific Goals	**Means of verification:** **NB: 100% ownership in order to claim full points**	**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 18-35 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 MEDICA**L** 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
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
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 COPY AND CSD** as a	2

	proof in order to claim points for specific goals	

Functionality Criteria

Functionality		**100**
1. Previous Experience		
The service provider is required to provide reference letters from clients where the services as described above are/were provided. The appointment letters and reference letters must be on client's letterhead, and include the name, address, and contact details of the client.		**30**
1. Six (6) signed reference letters	**30**	
2. Four (4) signed reference letters	**20**	
3. Two (2) signed reference letter	**10**	
4. Zero (0) signed reference letter	**0**	
In all reference letters, corresponding appointment letters/ orders must be attached.		
Capacity and Expertise		**40**
• The service provider must have at least two team members with relevant certificates / qualifications and Minimum of 5 years' experience or more.	**20**	
• **Legal Practice Council** for practising legal professionals **COIDA registration/Letter of Good Standing**.	**20**	
The service provider must attach certified copies of qualifications and detailed CV`s. Certification may not be older than 3 months. Uncertified qualifications will not be accepted as authentic. Foreign qualifications are required to be accompanied by a SAQA evaluation certificate.		
Project Execution Plan		**30**

A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames.	**30**	
Basic methodology with time frames	**10**	
Unclear methodology with no time frames	**0**	

NOTE: Only bidders who scored 70% and more on stage 1 to be evaluated further on price evaluation.

Bidders are requested to complete the pricing schedule provided below in line with relevant guidelines/legislation. Any other item(s) that has not been highlighted shall be discussed with the client based on the need.

PRICING SCHEDULE

	A. CONSULTATIONS, APPEARENCES AND CONFERENCES	
1.1	Consultation with a client and witnesses to institute or defend an action, for advice on evidence or advice on commission, for obtaining an opinion, research or an advocate's guidance in preparing, pleading, including exceptions, to draft a petition or affidavit and appeal per hour:	
	By;	
	attorney	
	advocate	
	candidate attorney	
1.2	Attendance/Appearance by a candidate attorney, where necessary, to assist at a contested proceeding per hour by;	R
	attorney	R
	advocate	R
	candidate attorney	

1.3	Any conference with an advocate, with or without witnesses, on pleading, including exceptions and particulars to pleadings, applications, petitions, affidavit and testimony and on any other matter which the taxing officer may consider necessary, per hour by; attorney advocate candidate attorney	
1.4	Attending to give or take disclosure, per hour or thereof by; attorney advocate candidate attorney	R R R
	B. DRAFTING AND DRAWINGS	
1.	The drawings of formal statements in a matrimonial matter, verifying affidavits of services or other formal affidavits, index to brief, statement of witness, power of attorney to sue or defend, as well as other formal documents and summonses, including all documents such as prescribed forms in the first schedule of rules, but not the particulars of claim in an annexure to the summons : an inclusive tariff drawing up ,checking, typing, printing, copies delivery and filling thereof, per page of the original only.	R
2.	The drawing up of other necessary documents, including	
	a. Instruction for an opinion, for and advocate guidance in preparing pleading including further particulars and requests for same, including exceptions	
	b. Instruction to advocate in respect of all classes of pleading.	
	c. A petition, exception or affidavit, any notice (except a formal notice) ,particulars of claim or an annexure to the summons, opinion by an attorney or any other important document not otherwise provided for and inclusive tariff -drawing up, checking, typing ,printing ,copies, delivery and filling thereof, per page of the original only	R

3.	Letter, telegrams, and facsimile: inclusive tariff for drawings up, checking typing, printing, delivery, copies, postage, posting thereof per page	R
	C. Attendance and perusal	
1.	Attending the receipt, entry, perusing, considering, and filling	
	a. Any summons petition, affidavit, pleading, advocate, advice and draft, report, important letter, notice or document	R
	b. Any formal letter records, stock sheet in voluntary surrenders, judgments or any other material document not elsewhere specified,	R
	c. Any plan or exhibit or other material document which was necessary of the conduct of the action, per page	R
	2. Day fee by attorney Day fee by candidate's attorney	R R
	D. MISCELLANEOUS	
1.	For making necessary copies, including photocopies, of any document or paper not already provided for in this tariff, per A4 size page	R
2.	Colour copies per A4 size page	R
3.	Necessary telephone calls for every five minutes By; Advocate attorney candidate Attorney	 R R
4.	Rate per kilometre	R
	TOTAL	R

4. Supporting documents

Bidders must submit all the requirements mentioned below. The following mandatory requirements must be met to qualify for this bid:

- CSD report /CSD number

- In the case of the bidder being in partnership, close corporation or a company, company certificates reflecting the names, identity numbers and address of the partners, members or directors must be submitted with proposal,
- In the event of the bidder being a consortium organisation, relevant shareholding certificates must be submitted, and
- Joint Venture agreements must be submitted in case of a bidder being in a joint venture.
- Submit a SARS PIN as a form of proof that bidder's tax matters are in order. The KMLM will confirm with SARS to determine if a particular bidder is tax complaint,
- Fidelity certificate issued in terms of the Attorneys Act No. 51 of 1979.
- Proof of registration with the relevant Law Society, and
- Letter of good standing with the relevant Law Society.
- Tenderers must submit certified copy for B-BBEE certificate
- Proof of Municipal rates, not later than one month.
- MBD4 Form must be signed

4.1 Other Requirements (Non - Mandatory Requirements)

4.1.1 Company profile of the bidder.

4.1.2 Record of infrastructure: communication and documents service facilities (i.e. the lead attorney and his support staff's e-mail addresses and docex facility), hardware and software infrastructure (computer infrastructure) and premises.

4.1.3 Certified copies of qualifications and curriculum vitae of the lead attorney in the area (s) of specialty as referred to in paragraph 3 above. **The curriculum vitae must reflect the following:**

- Qualifications.
- Area(s) of specialty.
- Years of experience in the identified area(s) of specialty.
- Record of attendance, i.e. how often the lead attorney attends to matters under the identified area(s) of specialty. This must be restricted to the following categories: at least once a year, at least once in six months, at least once a month, weekly or daily; and
- The lead attorney must have at least five (5) years' post admission experience in identified area(s) of specialty.

4.1.4 In case where the firm of attorneys has more than one area of specialty as recorded in paragraph 3 above, all the relevant areas of specialty must be recorded in the proposal together

with the relevant lead attorney(s);

4.1.5 Support staff details, i.e. number, qualifications, and experience of the support staff to the lead attorney(s).

4.1.6 The lead attorney's hourly fee.

4.1.7 Demonstrated experience in the identified area(s) of specialty including the ability to conduct detailed and credible research.

4.1.8 Three (3) reference letters from clients whom the bidder has provided services similar to the identified areas of specialty; and

4.19 Locality, i.e. the business (and postal address) address where the bidder conducts its business including other regional offices within the Republic of South Africa.

5. GENERAL GUIDELINES

5.1 Submission Instruction

The bid should be ***hand delivered to the address specified below*** One original and it should be clearly marked:

"APPOINTMENT TO THE KUMKANI MHLONTLO LOCAL MUNICIPALITY'S PANEL OF ATTORNEYS, REFERENCE NUMBER: PPLS-MM-2026-2029/KMHLM -Panel of Attorneys

Please note that the Technical and Financial proposals should be submitted in one sealed envelope.

Take note of the following:

- No costs have been prescribed for the Bidding Document.
- All proposals **must** be costed in South African Rand, inclusive of VAT.
- If the bid does not include all the information required, or is incomplete, this will mean non-compliance and therefore invalidate the bid.
- Any submission received after the deadline will not be considered; and
- The costing must remain valid and open for evaluation for a period of at **90 Days from the time of submission.**

5.2 Late bids

Bids received late shall not be considered. A bid will be considered late if it arrives one second after 12:00 pm or any time thereafter. The tender (bid) box shall be locked at exactly 12:00 pm and bids arriving late will not be considered under any circumstances. Bidders are therefore strongly

advised to ensure that bids are dispatched, allowing enough time for any unforeseen events that may delay the delivery of the bid.

5.3 Costs to be borne by bidders

All costs and expenses incurred by the bidders in any way associated with the development, preparation and submission of responses and providing any additional information required by the KMLM, will be borne entirely and exclusively by the bidders.

5.4 No legal relationship

No binding legal relationship will exist between any of the bidders and the KMLM until the execution of a signed contractual Service Level Agreement ("SLA"). The Terms of Reference ("ToR") document will not form part of any such contract or arrangement.

5.5 Evaluation of offers

Each bidder acknowledges and accepts that the KMLM may, at its absolute discretion, apply selection criteria specified in this document for the evaluation of proposals for short listing/ selecting the eligible bidder(s).

5.6 Format of your proposal

The proposal should be presented in two sections i.e. Technical Proposal and Financial Proposal.

5.7 Technical proposal format

Bidders should submit technical proposals according to specifications provided in the ToR which must reflect the exact requirements and quantity required in paragraph.

5.8 Technical approach

a) The bidder should demonstrate adherence to the TOR by elaborating on the services required and demonstrating whether the proposed proposal meets the requirements.
b) The proposal must include a project plan and timeframes.

5.9 Company experience

Bidders are required to provide proof that they have previously delivered similar services. Letters of reference from at least two (2) to a maximum of six(6) contactable referees must be submitted.

6. STANDARD REQUIREMENT OF THE BID

6,1 Disclosures

The bidder must disclose:

a) If they are or have been the subject of any proceedings or other arrangements relating to bankruptcy/ insolvency.

b) If they have been convicted of, or are the subject of any proceedings, relating to:

- A criminal offence or other offence, involving the activities of a criminal nature in its organisation or found by any regulator or professional body to have committed professional misconduct.
- Corruption, including the offer or receipt of any inducement of any kind in relation to obtaining any contract with any contracting authority; and
- Failure to fulfil any obligation in any jurisdiction relating to the payment of taxes and other legal obligations.

c) If a bidder or related company or any individual discloses details of any previous misconduct or complaint, the KMLM will seek an explanation and background details from them. At the sole discretion of the KMLM, an assessment as to whether the bidder will be allowed to continue to the next phase of the evaluation phase will then be made.

d) Disclosure extends to any company in the same group of the bidder, including but not limited to parent, subsidiary and sister companies, companies with common shareholders (whether direct or indirect) and parties with whom the bidder is associated in respect of this tender.

6.2 Disclaimer

6.2.1 The KMLM reserves the right not to appoint a service provider.

6.2.2 The KMLM may appoint more than one service provider.

6.2.3 The KMLM also reserves the right to:

a) Award the contract or any part thereof to one or more service providers.

b) Reject all bids.

c) Decline to consider any bids that do not conform to any aspect of the bidding requirements.

d) Request further information from any bidder after the closing date for clarity purposes.

e) Cancel this tender or any part thereof at any time; and

f) Should any of the above occur, it will be communicated in writing to the bidders.

6.3 Confidentiality

a) Bids submitted will not be revealed to any other bidders and will be treated as contractually binding.

b) All information pertaining to the KMLM obtained by the bidder as a result of participation in this RFP is confidential and must not be disclosed without written authorisation from the KMLM; and

c) The successful bidder will be expected to sign a SLA with the KMLM.

6.4 Disqualification

a) Any form of canvassing/lobbying/influence regarding the short listing will result in disqualification.

b) Any non-disclosure of any other information pertaining to this bid will result in disqualification.

c) Non-compliance with the bid requirements will invalidate the bid; and

d) Non-compliance with all the applicable Acts, Regulations and by-laws will result in the disqualification of the bid.

6.5 Prices

a) All services' pricing should be inclusive of all taxes etc. and payment shall be made in South African Rand.

b) Bidders to provide with the rates per person, per hour on human resources that will be providing services to KMLM. Bidders are further expected to provide with the total average fee for the three (3) year period. The total average amount proposed will be utilised for financial evaluation. Bidders are requested to complete and submit the pricing schedule as per the attached '*Annexure B'*.

c) The KMLM may require a breakdown of prices on any of the items priced and the bidders are to provide same without any additional cost and provide a "Pricing Grid" or "Transaction Fee Schedule".

d) The total amount should be carried out on the Municipal Bidding Document (MBD1) Form.

6.6 Prices adjustments

Prices submitted for this bid will be regarded as non-firm subject to the following price adjustments:

a) Annual price adjustment; and

b) Application for price adjustments must be accompanied by documentary evidence in support of any adjustment on annual basis.

6.7 Payment terms

a) The KMLM undertakes to pay valid tax invoices in full within thirty (30) days from statement date for services rendered.

b) All supporting documents for services rendered should be submitted together with the tax invoices by the twentieth (20th) of every month.

c) Valid Tax Invoices for all services rendered are to be submitted to the Chief Financial Officer (CFO) at the KMLM's Finance Division at the address on page 2 above or may be sent through Post to the following

ERF NO. 96 General Mabindla Avenue, Qumbu, 5180

6.8 Validity

a) A financial proposal shall remain valid for ninety (90) days after the closing date of the submission for proposals. A proposal which is valid for a shorter period may be rejected by the KMLM for non-responsiveness.

b) In exceptional circumstances, the KMLM may solicit the bidder's consent to an extension of the period of the validity of the bid. The request and responses thereto shall be made in writing. A bidder that has been granted the request will neither be required nor permitted to modify the proposal.

6.9 Signatories

All responses to this RFP should be signed off by the authorised signatories of the bidder.

7. SPECIAL TERMS AND CONDITIONS

a) The KMLM reserves the right to accept or reject any submission in full or in part, and to suspend this process and reject all proposals or part thereof, at any time prior to the awarding of the contract, without thereby incurring any liability to the affected bidders.

b) This bid and the contract will be subject to the General Conditions of Contract issued in accordance with Treasury Regulations published in terms of the MFMA. The special terms and conditions of contract are supplementary to that of the general conditions of the contract.

c) Where, however, the special conditions of contract are in conflict with the general conditions of contract, the general conditions of contract will prevail.

d) The KMLM is the sole adjudicator of the suitability of the venue for the purpose for which it is required. Therefore, the KMLM's decision in this regard will be final.

e) No bids sent by the facsimile or email will be accepted.

f) Bids must only be submitted at the new Qumbu Town Hall at Reception Area

g) Bidders are welcome to be present at the opening of bids.

h) The annexures are part of the bid documentation and must be signed by the bidder and attach to the bid document.

i) The bid forms must not be retyped or redrafted, but copies may be used. Additional offers may be made but only photocopies of the original documents. Additional offers/submissions are regarded as separate and must be treated as such by the bidder. The inclusion of various offers as part of a single submission in one envelope is not allowed and will not be considered. Additional bid offers must be submitted separately in separate sealed envelopes.

j) A valid SARS Tax PIN should be submitted together with the completed bid.

k) Failure to comply with the above-mentioned conditions will invalidate the bid.

l) Certified copies of the company registration documents or proof of ownership of the company or agency i.e. Shareholders Certificates.

m) Certified copy of B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA must be submitted.

n) The appointment to the KMLM's panel of attorneys will be for a period of three (3) years from the effective date.

0) The successful firms of attorneys may be assigned work as and when required.

p) For every assignment, consultation and/or an assignment letter/email will be issued to the assigned firm of attorneys.

q) The KMLM may, in respect of any assignment, negotiate fees with any successful firm of attorneys.

r) The KMLM may, in its sole discretion, award an assignment or any part thereof to more than one successful firm of attorneys.

s) A firm of attorneys assigned any work may not cede, assign or sub-contract any part thereof to any person unless with the written consent of the KMLM or as may be required by the applicable laws, for instance, in instances where correspondent attorneys may be necessary.

t) The appointment to the KMLM's panel of attorneys does not guarantee assignment of work to any of the successful firms of attorneys.

u) The successful firm of attorneys shall report directly to the Head: Legal Department or any person delegated by the KMLM with respect to all engagements (instructions, case management etc.) and for the receipt of all forms of reports and all administration pertaining to any particular engagement.

8. PRESENTATIONS/SITE VISITS

8.1 Shortlisted service providers may be required to do a presentation and/or question and answer session.

8.2 The KMLM may also conduct site visit/inspection.

9. CLARIFICATIONS / ENQUIRIES

Telephonic requests for clarification will not be considered. Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference or any other aspects concerning the bid is to be requested in writing (letter, facsimile or e-mail) from the below contact persons. The bid reference number should be mentioned in all correspondence.

9.1 Bid Enquiries

Technical queries

1. Name and Surname: Patuxolo Mhloli

   Cell Number 082 772 2452

   E-mail: pmhloli@mhlontlolm.gov.za

Supply chain Management queries

2. Name and Surname: N Nongogo

Cell Number: 066 485 7564

E-mail: nnongogo@mhlontlolm.gov.za

THE KMLM IS NOT OBLIGED TO ACCEPT THE LOWEST OR ANY BID AND RESERVES THE RIGHT TO ACCEPT ANY BID IN WHOLE OR PART.

10. CONDITIONS OF THE TENDER

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

11. METHOD OF PROCUREMENT

It should be competitive bidding because of estimated budgeted amount.

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

Bids submitted are hold good for a period of 90 days and Must be deposited in the tender Box at the Kumkani 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.

Kumkani 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.

_____

Acting Municipal Manager
Mr X Jikela
KUMNKANI MHLONTLO LOCAL MUNICIPALITY
P.O. Box 31
Qumbu
5180

ADDENDUM TO THE CONTRACT.

1. 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 Kumnkani Mhlontlo LM and will act as Kumnkani 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 Kumnkani 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 Kumnkani 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 Kumnkani 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 Kumnkani 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 Kumnkani Mhlontlo LM's information security practices and procedures and applicable industry or professional rules and regulations, of which Kumnkani Mhlontlo LM undertakes to keep Service Provider informed from time to time; and
(c) Within five (5) business days of a request from Kumnkani Mhlontlo LM, Service Provider shall provide to Kumnkani 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 Kumnkani Mhlontlo LM relating to its Processing of the Personal Information and provide to Kumnkani

Mhlontlo LM copies of the Personal Information in the format reasonably specified by Kumnkani Mhlontlo LM;

(d) Promptly inform Kumnkani Mhlontlo LM of its inability to comply with Kumnkani Mhlontlo LM's instructions and this clause, in which case Kumnkani Mhlontlo LM is entitled to suspend the processing of Personal Information and/or terminate this Agreement;

(e) Provide Kumnkani 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 Kumnkani 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 Kumnkani 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 Kumnkani Mhlontlo LM's obligations in terms of POPIA and provide Kumnkani 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 Kumnkani Mhlontlo LM, Service Provider shall return any material containing, pertaining or relating to the Personal Information disclosed pursuant to this Agreement to Kumnkani Mhlontlo LM. Alternatively, Service Provider shall, at the instance of Kumnkani Mhlontlo LM, destroy such material and shall certify to Kumnkani 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 Kumnkani 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 Kumnkani Mhlontlo LM from any and all penalties, claims, loss or damage arising from any claim or action brought against Kumnkani 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 Kumnkani 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_____ONTHIS_____DAY _____2025			
FOR AND ON BEHALF OF KUMNKANI MHLONTLO LOCAL MUNICIPALITY		**FULL NAMES: MR X JIKELA** **CAPACITY: ACTING MUNICIPAL MANAGER**	
WITNESS 1: **Names:_____**		**WITNESS 2:** **Names:_____**	
SIGNED AT _____ ON THIS _____DAY OF _____2026			
FOR AND ON BEHALF OF COMPANY NAME		**FULL NAMES ----------** **CAPACITY :COMPANY DIRECTOR**	
WITNESS 1: **Names:_____**		**WITNESS 2:** **Names:_____**	

MBD 1

INVITATION TO BID

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

CLOSING DATE: 16 October 2026

CONTRACT NO. PPLS-MM-2026-2029-KMHLM

CLOSING TIME: 12:00 pm

DESCRIPTION**: PROVISION OF LEGAL SERVICES THROUGH A PANEL OF FOUR SERVICES PROVIDERS FOR A PERIOD OF 3 YEARS.**

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 SOUITH 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 N Nongogo

Tel: 047 553 7022

Email: nnongogo@mhlontlolm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department: MUNICIPAL MANAGER.

Contact Person: Mr P Mhloli

Tel: 082 7722452

Email: pmhloli@mhlontlolm.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**

∗ MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;

3.6.1 If so, furnish particulars.

……

……

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

3.7.1 If so, furnish particulars.

……

……

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

(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.

3.10 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

(p) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

(q) **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

(r) **"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.

2. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.1.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Tender Price			**90**	**80**
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: ……

……

……

MBD 6.2

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:

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%
_____	_____%

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

4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than 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 ☐
4.7.1	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**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

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 consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[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