



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026



BID TENDER DOCUMENT FOR 2025-2026

**PANEL OF LEGAL EXPERTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AS AND WHEN
REQUIRED BASIS**

NAME OF TENDERER			
COMPACT USB INCLUDED	YES	NO	NUMBER OF COPIES
BID TENDER DOCUMENT AVAILABLE	DATE	11 NOVEMBER 2025	
	VALUE	R500.00	
	VENUE	MOSES KOTANE LOCAL MUNICIPALITY RATE HALL	
COMPULSORY BRIEFING SESSION	DATE	12 NOVEMBER 2025	
	TIME	10:00 AM	
	VENUE	MOSES KOTANE LOCAL MUNICIPALITY PRIVATE BAG X1011 MOGWASE, 0314	
CLOSING DATE	DATE	03 DECEMBER 2025	
	TIME	10:00 AM	
PREPARED BY	SUPPLY CHAIN MANAGEMENT		
ISSUED BY	MUNICIPAL MANAGER MR MV LETSOALO 014 555 1300		



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 007/MKLM/2023/2024

MBD 1

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INVITATION TO BID

BID DOCUMENTS ARE OBTAINABLE AS FOLLOWS-

DATE 11 NOVEMBER 2025
VENUE MOSES KOTANE LOCAL MUNICIPALITY RATES HALL
CIVIC CENTRE, MOGWASE

REQUIREMENTS

Bids must be sealed clearly marked/written

Original tender documents must be submitted in one sealed envelope clearly marked/written

1. Panel of legal experts for a period of thirty-six (36) months on as and when required basis. Tender number 005/MKLM/2025/2026
2. The bid must be deposited in the tender box located at-
Moses Kotane local Municipality
Foyer next to Rates Hall
Civic Centre
Mogwase
3. Tender document available date 11 November 2025
4. Compulsory briefing session date 12 November @10H00 am
5. Deadline for submission not later than 03 December 2025 @10H00 am and the tender will be opened in public.

IMPORTANT NOTE DISCLAIMER

1. Faxed and E-mailed bids will not be accepted.
2. The Moses Kotane Local Municipality does not bind itself to accept the lowest or any bid, or to disclose any reasons for their decision.
3. The municipality further reserves the right to accept the whole or share the bid should it deem fit.
4. Bidders that are not satisfied with the bidding process or any other matter relating to this bid, must submit written complains within fourteen (14) days after the closing date of this bid.

BIDS WILL BE EVALUATED ACCORDING TO-

1. Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).
2. Moses Kotane Local Municipality Supply Chain Management Policy.
3. 80/20 2022 Preference Points.

BID RELATED PROCUREMENT ENQUIRIES MUST BE DIRECTED TO

Mr. T Pitse 014 555 1437
Ms. S Marule 014 555 1313

BID RELATED SPECIFICATIONS ENQUIRIES DIRECTED TO

Mr. S Piek 082 921 1039

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MOSES KOTANE LOCAL MUNICIPALITY

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MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOSES KOTANE LOCAL MUNICIPALITY

BID NUMBER	005/MKLM/2025/2026	CLOSING DATE	03 DECEMBER 2025	CLOSING TIME	10H00 AM
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DESCRIPTION	PANEL OF LEGAL EXPERTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AS AND WHEN REQUIRED BASIS
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7)

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED

MOSES KOTANE LOCAL MUNICIPALITY FOYER NEXT TO RATES HALL
STAND NO. 33
STATION ROAD
CIVIC CENTRE
MOGWASE

SUPPLIER INFORMATION

NAME OF BIDDER

RESIDENTIAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION
NUMBER

TAX COMPLIANCE STATUS

TCS PIN

CSD NO.

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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes	B-BBEE STATUS LEVEL	<input type="checkbox"/> Yes
	<input type="checkbox"/> No	SWORN AFFIDAVIT	<input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> YES <input type="checkbox"/> NO [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> YES <input type="checkbox"/> NO [IF YES, ANSWER PART B:3]
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SIGNATURE OF BIDDER		DATE	
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TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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CAPACITY UNDER WHICH THIS BID IS SIGNED	
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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL INFORMATION MAY BE DIRECTED TO
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DEPARTMENT	Budget and Treasury	DEPARTMENT	Municipal Manager's Office
CONTACT PERSON	Ms. S Marule	CONTACT PERSON	Mr. S Piek
TELEPHONE	014 555 1313	TELEPHONE	082 921 1039
E-MAIL ADDRESS	SLetsholo@moseskotane.gov.za	E-MAIL ADDRESS	SPiek@moseskotane.gov.za
CONTACT PERSON	Mr. T Pitse		
TELEPHONE	014 555 1347		
E-MAIL ADDRESS	TPitse@moseskotane.gov.za		



MOSES KOTANE LOCAL MUNICIPALITY

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TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION

- 1.1. Bids must be delivered by the stipulated time to the correct address.
- 1.2. Late bids will not be accepted for consideration.
- 1.3. All bids must be submitted on the official forms provided.
 - not to be re-typed or submitted on online
- 1.4. This bid is subject to the Preferential Procurement Policy Framework Act.
- 1.5. Preferential Procurement Regulations, 2022 and any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 2.4 Foreign suppliers must complete the pre-award questionnaire in part B3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-service providers are involved; each party must submit a separate TCS certificate / pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. Is the entity a resident of the republic of South Africa (RSA)? Yes No
- 3.2. Does the entity have a branch in the RSA? Yes No
- 3.3. Does the entity have a permanent establishment in the RSA? Yes No
- 3.4. Does the entity have any source of income in the RSA? Yes No
- 3.5. Is the entity liable in the RSA for any form of taxation? Yes No

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



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IMPORTANT TO NOTE

- **FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**
- **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER	
CAPACITY UNDER WHICH THIS BID IS SIGNED	
DATE	



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TENDER CONDITIONS



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1. GENERAL CONDITIONS OF CONTRACTS

DEFINITIONS - THE FOLLOWING TERMS SHALL BE INTERPRETED AS INDICATED:

1.1 CLOSING TIME

Means the date and hour specified in the bidding documents for the receipt of bids.

1.2 CONTRACT

Means the written agreement entered into between the purchaser and the supplier, as recorded in the contract from signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 CONTRACT PRICE

Means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.

1.4 CORRUPT PRACTICE

Means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 COUNTERVAILING DUTIES

Are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 COUNTRY OF ORIGIN

Means the place where goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basis characteristics or in purpose or utility from its components.

1.7 DAY

Means calendar day.

1.8 DELIVERY

Means delivery in compliance of the conditions of the contract or order.

1.9 DELIVERY EX STOCK

Means immediate delivery directly from stock actually on hand.

1.10 DELIVERY INTO CONSIGNEES STORE OR TO HIS SITE

Means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained

1.11 DUMPING

Occurs when a private enterprise abroad market its good on own initiative in the RSA at lower prices than that of the country or origin and which have the potential to harm the local industries in the RSA.

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1.12 FORCE MAJEURE

Means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or resolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.

1.13 FRAUDULENT PRACTICE

Means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 SCC

Mean the Special Conditions of Contract.

1.15 GCC

Mean the General Conditions of Contract.

1.16 SLA

Service Level Agreement

1.17 GOODS

Means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.18 IMPORTED CONTENT

- A. Means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subservice providers)
- B. And which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.19 LOCAL CONTENT

Means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.20 MANUFACTURE

Means the production of products in a factory using labour, materials components and machinery and includes other related value-adding activities.

1.21 ORDER

Means an official written order issued for the supply of goods or works or the procuring of a service.

1.22 PROJECT SITE

Where applicable, means the place indicated in bidding documents.



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1.23 PURCHASER

Means the organization purchasing the goods.

1.24 REPUBLIC

Means the Republic of South Africa.

1.25 SERVICES

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

1.26 WRITTEN OR IN WRITING

Means handwritten in ink or any form of electronic or mechanical writing.

1.27 APPLICATION

- A. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- B. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- C. Where such special conditions of contract are in conflict with these general conditions, the special shall apply.

1.28 GENERAL

- A. Unless otherwise indicated in the bidding documents, the purchase shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- B. With certain exceptions, invitations for bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

1.29 STANDARDS

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

1.30 USE OF CONTRACTS DOCUMENTS AND INFORMATION

- A. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- B. The supplier shall not, without the purchaser's prior written consent, make use of any document or information except for purposes of performing the contract.
- C. Any document, other than the contract itself mentioned in SLA shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

1.31 PATENT RIGHTS

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

1.32 INSPECTIONS, TESTS AND ANALYSES

- A. All pre-bidding testing will be for the account of the bidder.
- B. If it is a bid condition that supplies to be produced or services to be procured should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or service provider shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- C. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payments arrangements with the testing authority concerned.
- D. If the inspection, test and analyses referred the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- E. Where the supplies or services do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- F. Supplies and services which do not comply with the contract requirements may be rejected.
- G. Any contract supplies may, on or after delivery, be inspected; tested or analysed and may be rejected if found no to comply with the requirements of the contract.
- i. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.
- ii. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk.
- iii. Should the supplier fail to provide the substitute supplies forthwith, the purchase may without giving the supplier further opportunity to substitute the rejected supplies purchase such supplies as may be necessary at the expense of the supplier.
- H. The municipality shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof.

1.33 PACKING

- A. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.
- the packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitations during transit, and open storage.
 - packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.



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

1.34 DELIVERY AND DOCUMENTS

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

1.35 INSURANCE

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

1.36 TRANSPORTATION

Should a price other than an all-inclusive delivered price be required.

1.37 INCIDENTAL SERVICES

- A. The supplier may be required to provide any or all of the following services, including additional services, if any specified in SLA
- performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- B. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

1.38 SPARE PARTS

The supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier

- A. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- B. in the event of termination of production of the spare parts:
- advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.



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1.39 WARRANTY

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

1.40 PAYMENT

The method and conditions of payment to be made to the supplier under this contract shall be specified in SLA.

- A. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- B. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- C. Payment will be made in Rand.

1.41 PRICES

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SLA or in the purchaser's request for bid validity extension, as the case may be.

1.42 CONTRACT AMENDMENTS

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

1.43 ASSIGNMENT

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

1.44 SUBCONTRACTS

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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1.45 DELAYS IN THE SUPPLIER'S PERFORMANCE

- A. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- B. If at any time during performance of the contract, the supplier or its subservice provider (s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing in writing of the fact of the delay, its likely duration and its cause(s).
- C. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
 - No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
 - The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
 - A delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, unless an extension of time is agreed upon, without the - application of penalties.
 - Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods no supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

1.46 PENALTIES

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

1.47 TERMINATION FOR DEFAULT

- A. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser
 - if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- B. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminate.

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1.48 ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import,

- A. the State is not liable for any amount so required of imposed, or for the amount of any such increase. When, after the said date,
- B. such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced,
- C. any such favourable difference shall on demand be paid forthwith by the service provider to the State may deduct such amounts from moneys (if any) which may otherwise be due to the service provider in regard to supplies or services which he delivered or procured, or is to deliver or procure in terms of the contract or any other contract or any other amount which may be due to him.

1.49 FORCE MAJEURE

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

1.50 TERMINATION FOR INSOLVENCY

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

1.51 SETTLEMENT OF DISPUTES

- A. Should any dispute, disagreement or claim arise between the parties, the parties shall try to resolve the dispute by mutual consultation and negotiation, and attempt to resolve the dispute within seven (7) days from date of the written invitation.
- B. If the dispute is not resolved through negotiations-
 - the parties shall submit the dispute for resolution to the Arbitration Foundation of South Africa (AFSA) administered mediation, upon the terms set by the AFSA Secretariat
 - the dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator.
 - each party will be responsible for their legal costs which may arise.

1.52 LIMITATION OF LIABILITY

Except in cases of criminal negligence or wilful misconduct, and in the case of infringement

- A. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss or use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- B. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

1.53 GOVERNING LANGUAGE

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

1.54 APPLICABLE LAW

The contract shall be interpreted in accordance with South African laws.

1.55 NOTICES

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

1.56 TAXES AND DUTIES

- A. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- B. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- C. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.



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PANEL OF LEGAL EXPERTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AS AND WHEN REQUIRED BASIS

1. Tender must satisfy themselves that the documents are complete and in the same order as listed in the index.
2. The Local Municipality of Moses Kotane will not be held responsible for any discrepancy or uncertainty.
3. Bidders are required to scan their fully completed tender document with all its returnable documents and submit it in a non –rewritable compact disc (CD-R) together with the hard copy document.
4. The Municipality does not bind itself to accept the lowest or any bid, or to disclose any reasons for their decision. The municipality further reserves the right to accept the whole or part of the bid should it deem fit.
5. The tender documents indicated above, must be completed and submitted in full
 - **Black Ink must be used and failure to use black ink WILL disqualify your tender**
6. Tipex is not allowed on tender amounts.
7. It is the responsibility of the tenderer to ensure that their RFPs/Bid Documents are submitted before the closing time to the correct address.
8. Tenderers received after closing date and time are late and will not be considered.
9. Tender submitted by fax or email, post box, telex or telegram Will Not Be Considered.
10. The municipality will not be held responsible for documents lost through couriers, therefore bidders must ensure that couriered documents reach the required destination and are deposited in the correct tender box before the closing date and time.
11. The complete tender documents obtained must be submitted in the same order and not part thereof be removed or omitted.
12. Tenderers must attach proof of purchase of tender document.
13. Municipal Preferential Procurement Policy Framework Act (Act No. 5 of 2000) and subsequent regulation shall apply.
14. Bidders must be registered with the central suppliers' database, through self-registrations on www.csd.gov.za
15. No preference points will be claimed by bidders who fails to submit a BBB-EE certificate.

BIDDERS MUST ENSURE THAT FORM OF OFFER IS COMPLETELY FILLED AND SIGNED, FAILURE WHICH WILL INVALIDATE THE OFFER.

1. The tenderers must take care that their offers with reference to the price must be quoted strictly in accordance with the units requested and, on the form, provided.
2. No preference points would be claimed if Preferential Procurement Regulations of 2022 form is not completed and signed.
3. Bids must be sealed and endorsed accordingly (Bid number be written on the envelope)

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PREFERENCE POINTS CLAIM



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

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.

IMPORTANT TO NOTE

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:

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

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

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

- a. price; and
- b. specific Goals.

1.4 To be completed by the organ of state:

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

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

- A. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- B. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

A. Tender

Means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

B. Price

Means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.



MOSES KOTANE LOCAL MUNICIPALITY

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C. Rand value

Means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

D. Tender for income-generating contracts

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

E. The Act

Means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES
POINTS AWARDED FOR PRICE**

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

Where

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

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

POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

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

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 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.



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

- 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:

5.2 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,
- C. 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

- A. Specific goals for the tender and points claimed are indicated per the table below.
- B. 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.
- C. 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 (80/20 SYSTEM) (TO BE COMPLETED BY THE ORGAN OF STATE)	NUMBER OF POINTS CLAIMED (80/20 SYSTEM) (TO BE COMPLETED BY THE TENDERER)	PROOF OF CLAIM
Locality	10		Office address on the company registration document issued by CIPC
Moses Kotane Local Municipality	7		
Bojanala District	2		
North West	1		
Outside North West Province	0		
Youth (18-35 Years)	5		Certified identity document
Woman	3		Certified identity document
Disabled People	2		Full CSD report (not summary)

6. DECLARATION WITH REGARD TO COMPANY

NAME OF COMPANY _____

COMPANY REGISTRATION NUMBER _____



MOSES KOTANE LOCAL MUNICIPALITY

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TYPE OF COMPANY [TICK APPLICABLE BOX]

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

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

- A. The information furnished is true and correct.
- B. The preference points claimed are in accordance with the Special Conditions-
 - in the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4, the service provider may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- C. 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 –
 - disqualify the person from the tendering process
 - recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct.
 - 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.
 - recommend that the tenderer or service provider, 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
 - forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S) _____

SURNAME AND NAME _____ **DATE** _____



MOSES KOTANE LOCAL MUNICIPALITY
TENDER NUMBER 005/MKLM/2025/2026



MBD 7.2 CONTRACT FORM



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2)

BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS

1. PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

I hereby undertake to render services described in the attached bidding documents to Moses Kotane Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **005/MKLM/2025/2026** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

1.1 The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz

- A. Invitation to bid
- B. Tax clearance certificate
- C. Pricing schedule(s)
- D. Filled in task directive/proposal
- E. Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
- F. Declaration of interest
- G. Declaration of Bidder's past SCM practices
- H. Certificate of Independent Bid Determination
- I. Special Conditions of Contract
- J. General Conditions of Contract; and
- K. Other (specify)
- L. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

1.2 I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

1.3 I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

MBD 7.2

I CONFIRM THAT I AM DULY AUTHORISED TO SIGN THIS CONTRACT.

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF COMPANY _____

DATE _____

WITNESSES

1 _____

DATE _____

2 _____

DATE _____



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

2. PART 2 (TO BE FILLED IN BY THE PURCHASER)

I _____ in my capacity

As _____ accept your bid under reference number

_____ dated _____ for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	
PRICE (ALL APPLICABLE TAXES INCLUDED)	
COMPLETION DATE	
B-BBEE STATUS LEVEL OF CONTRIBUTION	
MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (IF APPLICABLE)	



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

MBD 7.2

I CONFIRM THAT I AM DULY AUTHORISED TO SIGN THIS CONTRACT

SIGNED AT _____ **ON** _____

NAME (PRINT) _____

SIGNATURE _____

OFFICIAL STAMP

1 _____

DATE _____

2 _____

DATE _____



MOSES KOTANE LOCAL MUNICIPALITY
TENDER NUMBER 005/MKLM/2025/2026



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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> <hr/> <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> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

MBD 8

ITEM	QUESTION	YES	NO
	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"/>
	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	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"/>
	If so, furnish particulars:		



MOSES KOTANE LOCAL MUNICIPALITY

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MBD 8

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.

NAME OF BIDDER(COMPANY)	
NAME OF SIGNATOTY	
POSITION	
SIGNATURE	
DATE	



MOSES KOTANE LOCAL MUNICIPALITY
TENDER NUMBER 005/MKLM/2025/2026



CERTIFICATE OF INDEPENDENT BID DETERMINATION



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, Company(s), or a decision by an association of Company(s), if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes 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.

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MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

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
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.
 - 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.

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MBD 9

- 7. 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.
- 8. 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.

- 9. 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.

NAME OF BIDDER (COMPANY)	
NAME OF SIGNATOTY	
POSITION	
SIGNATURE	
DATE	



MOSES KOTANE LOCAL MUNICIPALITY
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DECLARATION OF INTEREST

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MOSES KOTANE LOCAL MUNICIPALITY

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MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **IN ORDER TO GIVE EFFECT TO THE ABOVE, THE FOLLOWING QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH THE BID.**

A. FULL NAME OF BIDDER OR HIS OR HER REPRESENTATIVE

B. IDENTITY NUMBER

C. POSITION OCCUPIED IN THE COMPANY (DIRECTOR, TRUSTEE, SHAREHOLDER²)

D. COMPANY REGISTRATION NUMBER

E. TAX REFERENCE NUMBER

F. VAT REGISTRATION NUMBER



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

MBD 4

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

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

- If yes, furnish particulars

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

- A. A member of –
 - any municipal council;
 - any provincial legislature; or
 - 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.

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

- If yes, furnish particulars

Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

- If yes, furnish particulars

Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES/ NO**

- If yes, furnish particulars



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

MBD 4

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

- If yes, furnish particulars

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

- If yes, furnish particulars

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

- If yes, furnish particulars

Full details of directors / trustees / members / shareholders.

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

SIGNATURE

DATE

CAPACITY

NAME OF BIDDER



MOSES KOTANE LOCAL MUNICIPALITY
TENDER NUMBER 005/MKLM/2025/2026



MUNICIPAL RATES AND TAXES

PANEL OF LEGAL EXPERTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AS AND WHEN REQUIRED BASIS	INITIALS		PAGE 41
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MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

SCM 5

MUNICIPAL RATES & CHARGES CLEARANCE CERTIFICATE

IT IS A CONDITION OF BIDDING I.R.O. GOODS, WORKS AND SERVICES ABOVE A TRANSACTION VALUE OF R15 000 (VAT INC) THAT –

1. The rates and taxes as well as other charges (e.g. water and electricity accounts) of the successful bidder must be in order, or that satisfactory arrangements have been made with the municipality concerned to meet his/her obligations in this regard.
2. The attached form “Application for a municipal tax rates & charges Clearance Certificate” in respect of bidders must be completed in all respects and submitted to the municipality where the bidder or his/her business is located.
3. The relevant municipality will then furnish the bidder with a “Clearance Certificate” that will be valid for a period of twelve (12) months from date of issue.
4. This clearance certificate must be obtained by the bidder at his/her own cost and submitted in the original together with the rest of the bid documents.
5. Failure to submit the original valid Clearance Certificate may invalidate your bid.
6. In bids where consortia/joint ventures/sub-service providers are involved; each party must submit a separate Clearance Certificate.
7. If a bidder resides in an area where rates and taxes are not payable, the bidder must submit an affidavit clearly stipulating such information together with a proof of residence from the tribal authority/municipality.
8. If a bidder resides in an area which is rented and the bidder is not the one responsible for rates and taxes, bidder must submit a lease agreement clearly outlining who is responsible for the rates and taxes between the lessee and lessor
9. If bidder trades from home, the bidder must provide an affidavit clearly stipulating that the business trades from home and attach the rates and taxes certificate of that particular home.
10. If bidder rent a premise for his/her personal use or for the company to conduct business, provide lease agreement indicating who is responsible for the payment of account.
11. And the abovementioned information must be provided for the company and the individual directors of the company.



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

SCM 5

**APPLICATION FOR A TAX, RATES & OTHER MUNICIPAL CHARGES CLEARANCE CERTIFICATE
(I.R.O. BIDDERS)**

FULL NAME OF TAX PAYER/BIDDER	
TRADE NAME (IF ANY)	
IDENTIFICATION NO	
COMPANY/CLOSE COMPANY REGISTRATION NO.	
MUNICIPAL ACCOUNT NO.	
SIGNATURE OF PERSON REQUIRING CLEARANCE CERTIFICATE	
NAME	
TELEPHONE NO.	
RESIDENTIAL ADDRESS	
POSTAL ADDRESS	



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

SCM 5

CLEARANCE CERTIFICATE BY MUNICIPALITY

I, _____ (Full names) in

my capacity as _____ (Designation) of the municipality of

(Name of municipality) hereby certify that-

- I have examined the municipal accounts of the above-named person/Company/company/close corporation and am satisfied that all his/her municipal accounts are up to date and fully paid.
- I have examined the above-named municipal accounts and have found the said accounts to be in arrears.

SIGNATURE OF OFFICIAL	
NAME OF MUNICIPALITY	
TELEPHONE NO	
DATE	

MUNICIPAL STAMP

IMPORTANT TO NOTE

This section must be filled by **municipal official and not a bidder**, and statement of municipal account must also be attached.

- Do not attaché an invoice.
- Strictly statement of municipal accounts must be attached.



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

AUTHORITY TO SIGN



AUTHORITY TO SIGN

PANEL OF LEGAL EXPERTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AS AND WHEN REQUIRED BASIS	INITIALS		PAGE 45
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MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

AUTHORITY TO SIGN

A. AUTHORITY TO SIGN DOCUMENTS

INDICATE THE STATUS OF THE TENDERER BY TICKING THE APPROPRIATE BOX HEREUNDER. THE TENDERER MUST COMPLETE

THE CERTIFICATE SET OUT BELOW FOR THE RELEVANT CATEGORY. DELETE WHICHEVER IS INAPPLICABLE

A	B	C	D	E
COMPANY	PARTNERSHIP	JOINT VENTURE	SOLE PROPRIETOR	CLOSE CORPORATION

THE FOLLOWING DOCUMENTATION MUST BE PROVIDED IN ALL CATEGORIES

- A. Certified copy of extract from minutes
- B. Company documentation and Certificate for company

I _____ chairperson of the board of directors of

_____ hereby confirm resolution of the board

taken on _____ 20 _____

Mr/Ms _____ acting in the capacity of _____ was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

AS WITNESSES

1. _____
WITNESS _____
CHAIRMAN

2. _____
WITNESS _____
DATE

IMPORTANT TO NOTE

Bidders submitting as a Joint Venture (JV) are required to register for consolidated VAT to ensure that all members are jointly and severally liable for any VAT obligations. Additionally, they must maintain a joint bank account for the duration of the appointment.

- failure to comply will result in the suspension of the payment process unit compliance is adhered to.



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

AUTHORITY TO SIGN

B. CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as _____

hereby authorise Mr/Ms _____ acting in the capacity of

_____ to sign all documents in connection with the tender for Contract

_____ and any contract resulting from it on our behalf.

NAME			
ADDRESS			
SIGNATURE			
DATE			

Important to note

This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

AUTHORITY TO SIGN

C. CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____ authorised signatory of the company

_____ acting in the capacity of lead partner, to sign all

documents in connection with the tender offer for contract _____ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised, signatories of all the partners to the Joint Venture.

NAME OF COMPANY	
AUTHORIZING SIGNATURE	
NAME	
CAPACITY	



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

AUTHORITY TO SIGN

D. CERTIFICATE FOR SOLE PROPRIETOR

I, _____ HEREBY CONFIRM THAT I AM THE SOLE OWNER OF THE BUSINESS TRADING AS

AS WITNESSES

1 _____

WITNESS

SIGNATURE: SOLE OWNER

2 _____

WITNESS

DATE



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

AUTHORITY TO SIGN

PARTNER 1 ▪ ADDRESS	SIGNATURE _____
	NAME _____
	POSITION _____
PARTNER 2 ▪ ADDRESS	SIGNATURE _____
	NAME _____
	POSITION _____
PARTNER 3 ▪ ADDRESS	SIGNATURE _____
	NAME _____
	POSITION _____



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

AUTHORITY TO SIGN

PARTNER 4 ▪ ADDRESS	SIGNATURE _____
	NAME _____
	POSITION _____



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

AUTHORITY TO SIGN

E. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading

_____ hereby authorise Mr/Ms _____, acting

in the capacity of _____, to sign all documents in connection with the

tender for Contract _____ and any contract resulting from it on our behalf.

NAME	
ADDRESS	
SIGNATURE	
DATE	

IMPORTANT TO NOTE

This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the close corporation as a whole

IN HIS CAPACITY AS _____

DATE _____

SIGNATURE OF SIGNATORY _____



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

TECHNICAL SPECIFICATION



TECHNICAL SPECIFICATION

PANEL OF LEGAL EXPERTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AS AND WHEN REQUIRED BASIS	INITIALS		PAGE 53
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MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

TECHNICAL SPECIFICATION

1. THE BIDDER MUST CHOOSE AREAS OF SPECIALTY LISTED BELOW:

AREA OF SPECIALITY	MARK WITH AN X
1. Corporate and commercial law	
2. IT	
3. Labour and employment	
4. Pension	
5. Constitutional and Administrative	
6. Conveyancing	
7. Litigation	
8. By laws drafting	
9. Legal opinions	
10. Spatial and development	

2. DESCRIPTION OF GOODS AND SERVICES TO BE SUPPLIED - SCOPE OF WORK

2.1 The municipality wishes to establish a panel of legal experts for a period of thirty-six (36) months on as and when required basis for provision of the following services: -

- A. Legal opinions
- B. Defence against summonses
- C. Applications to Lower Court
- D. Applications to High and on urgent basis
- E. Contracts
- F. Labour Relations
- G. Any other legal matter

2.2 The bidder will be expected to:

- A. Provide timely and accurate legal opinions.
- B. Represent the municipality in court and defend against summonses.
- C. Prepare and argue applications in both lower and higher courts, including urgent matters.
- D. Draft, review, and advise on contracts.
- E. Support and advise on labour relations and disputes.
- F. Handle any other legal matters referred to them by the municipality.
- G. Maintain confidentiality, professionalism, and compliance with relevant legislation.
- H. Be available on short notice when urgent matters arise.

IMPORTANT TO NOTE

Assigned tasks will require the Municipal Manager's written approval prior to implementation.

PANEL OF LEGAL EXPERTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AS AND WHEN REQUIRED BASIS	INITIALS		PAGE 54
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MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

TECHNICAL SPECIFICATION

3. OPERATIONAL PLAN AND PROCEDURES

- 3.1 The successful bidder is expected to render services seven (7) days per week from 08:00 am to 17:00 pm during normal office hours.
- 3.2 The successful bidder must avail an official to assist the municipality after hours for emergencies.
 - after-hours is defined as Monday to Friday, outside of official working hours.
 - weekends and public holidays.

4. CONTRACT REQUIREMENTS

- 4.1 The successful bidder must assign certified personal fluent in two of the three official languages and must communicate efficiently.
- 4.2 The contract provides for the establishment of a panel of service providers, with assignments distributed to members on a rotational basis over the term of the contract.
- 4.3 When invoicing, the successful bidder must comply with the following:
 - A. Services rendered must be verified by a municipal official before any payment is processed.
 - B. Invoice description must align with the appointment letter, tender requirement and service level agreement.
 - C. Pricing shall be determined in accordance with the Rules for Tariffs and Conduct of Proceedings in Courts, issued by the Department of Justice and Constitutional Development (Notice No. R.5121, Government Gazette of 16 August 2024), or the latest version published in the Gazette.
 - D. Travel rates will follow the applicable motor vehicle and AA rates according to the latest CRS News Flash.
 - E. Billing must be itemised for each individual transaction, with prices aligned to the relevant pricing schedule c and d above.
 - F. A detailed service rendered documentation must be attached and must be signed by both the municipal and service provider representatives.
- 4.4 The successful bidder shall render services in accordance with the contract specifications and in compliance with the stipulated terms and conditions.

5. PREVENTIVE MECHANISMS

In the event of unforeseen or anticipated circumstances that may impact performance, the successful bidder must provide a detailed contingency plan that:

- A. Describes the circumstances and their potential effect.
- B. Specifies the mitigation or corrective actions to be taken.
- C. Includes realistic timelines for implementation.
- D. Provides reasons supporting the proposed approach.
- E. Submitted in writing and formally agreed upon by both parties.

6. LEGISLATIVE REQUIREMENTS/ REGISTRATION COMPLIANCE SUPPORT

- A. Must be admitted attorney.
- B. Registered with the Legal Practice Council (LPC).
- C. Must have practice at least within NW Province.



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

REQUIRED DOCUMENTS



REQUIRED DOCUMENT

PANEL OF LEGAL EXPERTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AS AND WHEN REQUIRED BASIS	INITIALS		PAGE 56
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MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

REQUIRED DOCUMENTS

SUBMISSION OF REQUIRED DOCUMENTS – THE BIDDER IS REQUIRED TO SUBMIT THE FOLLOWING DOCUMENTS

SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS
1. COMPANY REGISTRATION CERTIFICATE	N/A	Certificate of incorporation CK 1/ CK 2	Partnership agreement	Certificate of incorporation CM3	Trust agreement	Certificate of incorporation section 21	N/A	Registrar of companies and cc's
2. VALID TAX PIN	For the owner or the business	For the company/cc	For individual shareholders	For the company	For the trust	For the NPO	For the JV	SARS
3. CERTIFIED COPY OF GREEN BAR-CODED ID/SMART CARD FOR ALL ACTIVE DIRECTORS	For the owner	Directors/members	Partners	Directors	Trustees	Directors	For all parties to the JV (directors/members)	Home Affairs
4. RATES AND TAXES FOR THE OWNER/SHAREHOLDERS/DIRECTORS (ALL ACTIVE DIRECTORS MUST SUBMIT) IF THE RATES AND TAXES ACCOUNT IS NOT IN THE NAME OF THE DIRECTOR/S, THE ATTACHED MUNICIPAL RATES AND TAXES STATEMENT MUST BE ACCOMPANIED BY AN ORIGINAL AFFIDAVIT FROM THE PROPERTY OWNER WHOSE NAMES ARE REFLECTING ON THE MUNICIPAL RATES AND TAXES STATEMENT TO CONFIRM THAT THE DIRECTOR RESIDES IN THEIR PROPERTY	For the owner	Directors/members	Partners	Directors	Trustees	Directors	For all parties to the JV (directors/members)	Municipality where they reside.



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

REQUIRED DOCUMENTS

SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS
5. RATES AND TAXES FOR THE ENTITY IF THE RATES AND TAXES ACCOUNT IS NOT IN THE NAME OF THE DIRECTOR/S, THE ATTACHED MUNICIPAL RATES AND TAXES STATEMENT MUST BE ACCOMPANIED BY AN ORIGINAL AFFIDAVIT FROM THE PROPERTY OWNER WHOSE NAMES ARE REFLECTING ON THE MUNICIPAL RATES AND TAXES STATEMENT TO CONFIRM THAT THE DIRECTOR RESIDES IN THEIR PROPERTY	For the sole proprietor	For the company/cc	For the partnership	For the company	For the trust	For the company	For all the companies /ccs to the JV	Municipality where the entity is situated
6. VALID BB-BEE (SWORN AFFIDAVIT FOR EME AND QSE) COMPANIES THAT GENERATES OVER 10 MILLION TURN-OVER MUST SUBMIT BBEEE ISSUED BY AN ACCREDITED SERVICE PROVIDER	For the sole proprietor	For the Company/CC	For the Partnership	For the Company	For the Trust	For the Company	For the JV	SANAS Accredited Accountant/Agency
7. MBD 1 (INVITATION TO BID)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Tender document
8. MBD 4 (DECLARATION OF INTEREST)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Tender document
SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

REQUIRED DOCUMENTS

9. MBD 5 (DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) ATTACH AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE PAST THREE YEARS OR SINCE THE DATE OF ESTABLISHMENT IF ESTABLISHED DURING THE PAST THREE YEARS	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Tender document
10. MBD 6.1 (PREFERENCE POINTS CLAIM FORM)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Tender document
11. MBD 6.2 (DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT) IF APPLICABLE	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Tender document
12. MBD 7.1 (CONTRACT FORM – PURCHASE OF GOODS AND SERVICES) -SUCCESSFUL SERVICE PROVIDER	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Tender document
13. MBD 7.2 (CONTRACT FORM - RENDERING OF SERVICES) SUCCESSFUL SERVICE PROVIDER	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Tender document
14. MBD 8 (DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Tender document
SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS	SUBMISSION OF REQUIRED DOCUMENTS
15. MBD 9 (CERTIFICATE OF INDEPENDENT BID DETERMINATION)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Tender document



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

REQUIRED DOCUMENTS

16. SCM 5 (MUNICIPAL RATES & CHARGES CLEARANCE CERTIFICATE) IF APPLICABLE	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Tender document
17. AUTHORITY TO SIGN	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Tender document
18. TECHNICAL PROPOSAL	YES	YES	YES	YES	YES	YES	YES	Service Provider
19. FINANCIAL PROPOSAL	YES	YES	YES	YES	YES	YES	YES	Service provider
20. RELEVANT ACCREDITATION CERTIFICATE	YES	YES	YES	YES	YES	YES	YES	
21. JV AGREEMENT (IF APPLICABLE)	YES	YES	YES	YES	YES	YES	YES	Entities
22. REGISTERED WITH THE CSD	YES	YES	YES	YES	YES	YES	YES	Self-registration www.csd.gov.za

IMPORTANT TO NOTE

1. Not submitting any of the above-mentioned documents will render your tender non-responsive and as a result invalidate your offer
2. Bidders submitting as a Joint Venture (JV) are required to register for consolidated VAT, to ensure that all members are jointly and severally liable for any VAT liabilities and must maintain a joint bank account.
 - failure to comply will result in the suspension of the payment process unit compliance is adhered to.
3. Current rates and taxes certificate/statement for the company (bidder) not in arrears for more than three months.
 - a. lease agreement if the property is rented, clearly stipulating who is responsible for the municipal rates and taxes
 - b. If the rates and taxes account are not in the names of the director/s, the attached municipal rates and taxes statement must be accompanied by an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the director resides in their property.
4. Proof of residence & affidavit if residing in a village
 - clearly state on the affidavit that you don't pay rates and taxes, you reside and run business in the same address.
5. Copy of a certified copy will not be accepted.

LIST OF PROJECTS/ WORK/SERVICE PREVIOUSLY COMPLETED/PERFORMED/RENDERED



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

REQUIRED DOCUMENTS

NAME OF INSTITUTION	NATURE OF WORK	DURATION OF CONTRACT	TENDERED AMOUNT	CONTACT DETAILS	
				PERSON	TEL
				CAPACITY	EMAIL
				PERSON	TEL
				CAPACITY	EMAIL
				PERSON	TEL
				CAPACITY	EMAIL



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

REQUIRED DOCUMENTS

NAME OF INSTITUTION	NATURE OF WORK	DURATION OF CONTRACT	TENDERED AMOUNT	CONTACT DETAILS	
				PERSON	TEL
				CAPACITY	EMAIL
				PERSON	TEL
				CAPACITY	EMAIL
				PERSON	TEL
				CAPACITY	EMAIL
				PERSON	TEL



MOSES KOTANE LOCAL MUNICIPALITY
TENDER NUMBER 005/MKLM/2025/2026

REQUIRED DOCUMENTS

NAME OF INSTITUTION	NATURE OF WORK	DURATION OF CONTRACT	TENDERED AMOUNT	CONTACT DETAILS	
				CAPACITY	EMAIL
SIGNATURE OF TENDERER			DATE		



MOSES KOTANE LOCAL MUNICIPALITY
TENDER NUMBER 005/MKLM/2025/2026

REQUIRED DOCUMENTS

SCHEDULE OF PROPOSED STAFF ASSIGNED TO THIS PROJECT

NAME	JOB TITLE	YEARS IN THIS POSITION	QUALIFICATIONS	SIMILAR PROJECTS COMPLETED
SIGNATURE OF TENDERER			DATE	



MOSES KOTANE LOCAL MUNICIPALITY
TENDER NUMBER 005/MKLM/2025/2026



CONTRACT TERM

PANEL OF LEGAL EXPERTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AS AND WHEN REQUIRED BASIS

Contract expiry/end date means automatic terminate of this contract, unless based on valid reasons the municipality may grant a contract extension in writing, the extension must be signed by both parties, however the extension should not raise any expectation of an automatic future appointment

SIGNATURE OF TENDERER	
DATE	



MOSES KOTANE LOCAL MUNICIPALITY
TENDER NUMBER 005/MKLM/2025/2026



PRICING SCHEDULE

PANEL OF LEGAL EXPERTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AS AND WHEN REQUIRED BASIS	INITIALS		PAGE 66
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MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

PRICING SCHEDULE

PRICING SCHEDULE–NON-FIRM PRICES
OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

NAME OF BIDDER		BID NUMBER	005/MKLM/2025/2026
CLOSING TIME	10H00 AM	CLOSING DATE	03 DECEMBER 2025

CONTRACT PRICING

- Pricing shall be determined in accordance with the rules for tariffs and conduct of proceedings in courts, issued by the department of justice and constitutional development (notice no. R.5121, government gazette of 16 august 2024), or the latest version published in the gazette

CONTRACT PRICE INCLUDING VAT AND ALL CONTINGENCIES			
DESCRIPTION	QUANTITY	LOWER COURT RATES	HIGH COURT RATES
1. Taking new instruction			
2. Progress reports			
3. Discuss			
4. Notice of set-down			
5. Letters from claimants			
6. Head of argument of claimants			
7. Any other relevant documents			
8. Heads of arguments			
9. Affidavits			
10. Other paper for court/CCMA/bargaining council			
11. Preparation for case			
12. Attendance/ appearance			
13. Urgent application			
14. Telephone	Per five (5) minutes		
15. Letters	Per copy		
16. Legal opinion			
17. Miscellaneous			

PANEL OF LEGAL EXPERTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AS AND WHEN REQUIRED BASIS	INITIALS		PAGE 67
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MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

PRICING SCHEDULE

DISBURSEMENT

- Travel rates will follow the applicable motor vehicle and aa rates according to the latest CRS news flash.

TRAVEL CLAIMS
Travelled kilometers start and destination should be between the municipality and the service provider's address as indicated in the submitted technical proposal
ACCOMMODATION
The service provider must produce a local guest house/ break and breakfast invoice Within Moses Kotane Local Municipality radius

ANNUAL INCREMENT (CPI-PERCENTAGE ESCALATION)	
1ST ANNIVERSARY FROM DATE OF APPOINTMENT	2ND ANNIVERSARY
<ul style="list-style-type: none"> The service provider shall be eligible for an annual price adjustment on the second and third anniversary months of the contract. Such adjustment shall be subject to approval by the Municipality and shall be based on the Statistics South Africa Consumer Price Index (CPI), provided that the increase does not exceed ten percent (10%) Any price adjustments shall be strictly in accordance with the periods and timelines stipulated in the bidding document and the Service Level Agreement 	

TOTAL TENDER PRICE	R
INCLUDING OF 15% VAT	
PERIOD REQUIRED FOR COMMENCEMENT WITH PROJECT AFTER ACCEPTANCE OF BID	

ARE THE RATES QUOTED FIRM FOR THE FULL PERIOD OF CONTRACT?	YES	NO
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MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

PRICING SCHEDULE

REQUIRED BY	MOSES KOTANE LOCAL MUNICIPALITY		
AT	STAND NO:933 STATION ROAD MOGWASE CIVIC CENTRE 0314		
DOES THE OFFER COMPLY WITH THE SPECIFICATION(S)?	YES	NO	
IF NOT TO SPECIFICATION, INDICATE DEVIATION(S)			
PERIOD REQUIRED FOR DELIVERY			
DELIVERY BASIS			



MOSES KOTANE LOCAL MUNICIPALITY

TENDER NUMBER 005/MKLM/2025/2026

PRICING SCHEDULE

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA-

$$Pa = (1 - V) Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

PA	THE NEW ADJUSTED PRICE TO BE CALCULATED
V	FIXED PORTION OF THE BID PRICE (15% OR 0.15)
PT	ORIGINAL BID PRICE. NOTE THAT PT MUST ALWAYS BE THE ORIGINAL BID PRICE AND NOT AN ADJUSTED PRICE
(1-V) PT	ADJUSTABLE PORTION OF THE BID PRICE (85% OR 0.85)
D1 – D	EACH FACTOR (OR PERCENTAGE) OF THE BID PRICE, E.G., MATERIAL, LABOUR, TRANSPORT, OVERHEADS, ETC
	THE TOTAL OF THE VARIOUS FACTORS (OR PERCENTAGES)
	D1 – D2 MUST ADD UP TO 1 (OR 100%)
R1T – R2	END INDEX. INDEX FIGURE OBTAINED FROM THE INDEX AT THE END OF EACH ADJUSTMENT PERIOD
R1O–R2O	BASE INDEX. INDEX FIGURE AT THE TIME OF BIDDING
VPT	15% (OR 0.15) OF THE ORIGINAL BID PRICE. THIS PORTION OF THE BID PRICE REMAINS FIRM I.E. IT IS NOT SUBJECT TO ANY PRICE ESCALATIONS



MOSES KOTANE LOCAL MUNICIPALITY

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PRICING SCHEDULE

FORMULA COMPONENT DEFINITIONS

COST COMPONENT	% CONTRIBUTION
D3 - LABOUR	
D4 - TRANSPORT	
D5 – OTHER	
TOTAL (COST COMPONENTS MUST ADD UP TO 100%)	100 %



MOSES KOTANE LOCAL MUNICIPALITY
TENDER NUMBER 005/MKLM/2025/2026



FORM OF OFFER

COMPLETE AND SIGN THE OFFER PAGES

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FORM OF OFFER

FORM OF OFFER

1. The purchaser has solicited offers to enter into a contract for panel of legal experts for a period of thirty-six (36) months on as and when required basis
2. The tenderer, identified in the offer signature block, has examined the documents listed in the tender document and addenda thereto as listed in the tender document table of contents, and by submitting this offer has accepted the conditions of tender.
3. By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer, the tenderer offers to perform all of the obligations and liabilities of the Supplier under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Tender document.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX	
AMOUNT IN FIGURES	AMOUNT IN WORDS
R	

ENTER AN AMOUNT ABOVE ONLY IF THE TOTAL OF THE PRICES COLUMN IN THE PRICE LIST INCLUDES ALL THE WORK INCLUDED IN THE OFFER

This offer may be accepted by the purchaser by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Supplier in the conditions of contract identified in the Contract Data.

SIGNATURE(S)		NAME(S)	
CAPACITY		NAME OF ORGANIZATION/ COMPANY AND ADDRESS	
NAME OF WITNESS		SIGNATURE OF WITNESS	

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FORM OF ACCEPTANCE

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MOSES KOTANE LOCAL MUNICIPALITY

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FORM OF ACCEPTANCE

ACCEPTANCE

1. By signing this part of the form of offer and acceptance, the employer identified below accepts the Tender supplier's offer. In consideration thereof, the employer shall pay the tender supplier the amount due in accordance with the conditions of quote identified in the tender data. Acceptance of the tender supplier's offer shall form an agreement between the employer and the tender supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
2. Notwithstanding anything contained herein, this agreement comes into effect on the date when the tender supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tender supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

SIGNATURE(S) _____

NAME(S) _____

CAPACITY _____

**FOR THE EMPLOYER
(NAME AND ADDRESS OF ORGANIZATION)**

DATE _____

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MOSES KOTANE LOCAL MUNICIPALITY
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EVALUATION CRITERIA

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MOSES KOTANE LOCAL MUNICIPALITY

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EVALUATION CRITERIA

EVALUATION CRITERIA

REQUEST FOR QUOTATION (RFQ)

1. EVALUATION OF BIDS BASED ON FUNCTIONALITY CRITERIA AS PER TENDER SUBMISSION

The bidder`s tender submission will be assessed as follows-

- A. Relevant company experience on similar contract.
- B. Key personnel, qualification and experience.
- C. Proximity to municipal offices in Mogwase
- D. Financial capability.

Overall maximum points are 80, minimum requirement points of 60 will be considered further for evaluation.

2. SELECTION CRITERIA DEPENDING-

The service provider should be able to clearly demonstrate the following:

PANEL OF LEGAL EXPERTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AS AND WHEN REQUIRED BASIS		
CRITERIA	POINTS	<ul style="list-style-type: none"> ▪ RETURNABLE DOCUMENT ▪ THE MUNICIPALITY RESERVES THE RIGHT TO VERIFY SUBMITTED REFERENCES AND REQUIRES THAT CERTIFIED DOCUMENTS BE NO OLDER THAN THREE (3) MONTHS
2.1 RELEVANT COMPANY EXPERIENCE ON SIMILAR CONTRACT		The bidder shall submit appointment letters and reference letters for similar completed contracts from previous or current public or private institutions, providing the following details: <ul style="list-style-type: none"> ▪ name of the contract(s) ▪ contract duration ▪ client details, including a contact person
▪ Five (5) or more contracts completed	25	
▪ Four (4) contracts completed	15	
▪ Three (3) contracts completed	10	
▪ Two (2) contracts completed	5	
▪ Less than two (2) contracts completed	0	
MAXIMUM POINTS OBTAINABLE		25
2.2 KEY PERSONNEL, QUALIFICATION AND EXPERIENCE		<ul style="list-style-type: none"> ▪ Detailed resumes (CV) of key personnel ▪ Certified copy of qualification ▪ Certified ID copy ▪ SAQA accreditation for foreign qualifications
▪ Lead attorney with B Proc / LLB and fifteen (15) years plus work experience	20	
▪ Partner Assistant with B Proc / LLB and ten (10) years plus work experience	10	
▪ Attorney with LLB and two (2) years plus work experience	0	
MAXIMUM POINTS OBTAINABLE		



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EVALUATION CRITERIA

PANEL OF LEGAL EXPERTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AS AND WHEN REQUIRED BASIS			
CRITERIA	POINTS		
		<ul style="list-style-type: none"> ▪ RETURNABLE DOCUMENT ▪ THE MUNICIPALITY RESERVES THE RIGHT TO VERIFY SUBMITTED REFERENCES AND REQUIRES THAT CERTIFIED DOCUMENTS BE NO OLDER THAN THREE (3) MONTHS 	
2.3 PROXIMITY TO MUNICIPAL OFFICES IN MOGWASE		<ul style="list-style-type: none"> ▪ Lease agreement ▪ Municipal statement of accounts 	
▪ Mogwase	15		
▪ Bojanala District	10		
▪ North West Province	5		
MAXIMUM POINTS OBTAINABLE	15		
2.4 FINANCIAL CAPACITY		<ul style="list-style-type: none"> ▪ Stamped and signed confirmation letter from banking institution 	
LETTER FROM THE BANK REFLECTING COMPANY RATINGS			
▪ A, B and C rating	20		
▪ D and E rating	15		
▪ F rating	0		
MAXIMUM POINTS OBTAINABLE	20		
OVERALL MAXIMUM POINTS	80	MINIMUM REQUIRMENT TO BE EVALUATED	60

4. COMPLIANCE TO THE TENDER DOCUMENT

- A. Tenders submitted via fax, email, or post box will not be considered.
- B. The municipality will not be held responsible for documents lost by couriers.
 - bidders must ensure that couriered documents are delivered to the correct destination and deposited in the appropriate tender box before the specified closing date and time.
- C. Bidders submitting as a Joint Venture (JV) are required to register for consolidated VAT, to ensure that all members are jointly and severally liable for any VAT liabilities and must maintain a joint bank account.
 - failure to comply will result in the suspension of the payment process unit compliance is adhered to.
- D. The bidder should be able to clearly demonstrate sound operational management plan addressing all key aspects in line with specifications.
- E. The tender will be subject to compulsory site briefing.



MOSES KOTANE LOCAL MUNICIPALITY

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EVALUATION CRITERIA

5. PRICE AND SPECIFIC GOALS

Bidders will be evaluated on price and specific goals, evaluation for Price and specific goals shall be based on the 80/20 PPPFA principle and the points for evaluation criteria are as follows on each bid.

EVALUATION CRITERIA	POINTS
PRICE	80
SPECIFIC GOALS	40
TOTAL	100



MOSES KOTANE LOCAL MUNICIPALITY

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COMPACT USB REQUIREMENTS

Bidders are required to scan all attachments (all returnable documents) and save the information on a USB storage device. One (1) soft copy of the returnable documents on USB must be submitted and securely attached to the hard copy submission.

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MOSES KOTANE LOCAL MUNICIPALITY

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CHECKLIST



CHECKLIST

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MOSES KOTANE LOCAL MUNICIPALITY

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CHECKLIST

▪ **CHECKLIST OF DOCUMENTS TO BE SUBMITTED**

▪ **PLEASE TICK IN THE RELEVANT BLOCK BELOW**

YES

NO

Company registration documents listing all members with percentages, in case of a CC/PTY LTD

Proof of ownership i.e. Shareholding CK1/CK2, Partnership agreement, Shareholding CM3

Valid tax pin

Latest Certified copies (Copy with original stamp of not more than 3 months) of all share certificates (i.e. copy with original stamp), in case of a company.

Updated rates and taxes certificate (SCM 5) not older than three months for the company, proof of residence / affidavit from SAPS if working from home.

Updated rates and taxes certificate (Municipal Accounts) for Directors/Members of the company not older than three months.

Proof of residence and affidavit from SAPS if working from home, clearly stating under oath that the company works from home.

Proof of residence and affidavit from SAPS if the place you reside in is not paying rates and taxes, clearly stating under oath that the people residing there, do not pay for rates and taxes.

Updated BEE rating certificate issued by a SANAS Accredited BEE verification agency OR Sworn affidavit for EME or QSE

Proof of purchase of tender document/Receipt (Original Copy)

Joint Venture Certificate (Only in Case of a Joint Venture)

List of references of past and present clients (name of institution, Nature of work, Duration of contract, tendered amount, contact person with office telephone number)

Authority to sign in the company letterhead



MOSES KOTANE LOCAL MUNICIPALITY

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CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING DOCUMENTS ARE COMPLETED

YES

NO

The tender document completed in black ink

Completed specifications

Completed Bid Conditions

Completed Economic Empowerment

Completed Price Schedule with detailed breakdown

All pages of the tender and supporting documents are initialled

All relevant forms signed

The tender document has not been tampered with, it is in the same order and not part there of removed or omitted.

One original tender document with USB (clearly marked with company name).

Returnable documents requiring certification have been duly certified and are not older than three (3) months.



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CHECKLIST

IMPORTANT TO NOTE

- Should all of these documents not be included, the bidder may be disqualified on the basis of non-compliance.
- The same documents must be submitted for all other companies that are involved in the tender in case of a consortium.

NAME OF SIGNATORY	
POSITION	
NAME OF BIDDER(COMPANY)	
SIGNATURE	
DATE	