

Phumelela Local Municipality



APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPILATION OF ASSET REGISTER AND ANNUAL FINANCIAL STATEMENTS FOR THE 2025/26 FINANCIAL YEAR

PLMT 25-26/04

Name of company	
Contact name	
Contact number	
Address	

BID DOCUMENT

Issued by:
Phumelela Local Municipality
52 Kuhn Street
Vrede
9835
Tel: 058 913 8300
Fax: 058 913 2317

Closing Date: 08 April 2026

Closing Time: 12h00

Table of contents

Contents

1. TENDER NOTICE AND INVITATION TO TENDER.....	3
2. MUNICIPAL BIDDING FORMS (MBD).....	4
2.1 INVITATION TO BID.....	5
2.2 MBD 4 DECLARATION OF INTEREST.....	8
2.3 DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES..	11
2.4 CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	13
3. GENERAL CONDITIONS OF THE BID PROPOSAL.....	17
4. RETURNABLE DOCUMENTS.....	23
4.1 COMPULSORY ENTERPRISE QUESTIONNAIRE.....	25
4.2 : COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES.....	27
4.3 RECORD OF ADDENDA TO TENDER DOCUMENTS.....	31
4.4 AUTHORITY OF SIGNATORY.....	32
PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:.....	32
4.5 PRO-FORMA FOR JOINT VENTURES:.....	34
4.6 FINANCIAL REFERENCES.....	36
4.7 MUNICIPAL UTILITY ACCOUNT.....	38
4.8 SCOPE OF WORK.....	39
4.9 FUNCTIONALITY SCORING.....	46
4.10 PRICING AND EVALUATION ON 80/20 POINT SCORING.....	48
4.11 PROPOSED KEY PERSONNEL.....	48
4.12 PREVIOUS WORK EXPERIENCE.....	50
4.13 LITIGATIONS.....	51
4.14 SCHEDULE OF CURRENT COMMITMENTS.....	52
4.15 PROJECT TEAM STRUCTURE.....	53
4.16 FORM OF INDEMNITY.....	54

1. TENDER NOTICE AND INVITATION TO TENDER

Phumelela Local Municipality hereby invites bids for the following project:

Bid no	Bid name	Briefing session	Closing date
PLMT 25-26/04	Appointment of a service provider for the compilation of asset register and annual financial statements for the 2025/26 financial year	19 March 2026 at 12h00 Vrede Municipal Offices Address: 52 Kuhn Street, Vrede 9835	08 April 2026 at 12h00 Address: 52 Kuhn Street, Vrede 9835

Bidders must take note of the following:

- Interested bidders can obtain the full bid details and documents at Vrede Municipal offices from 19 March 2026 during working hours for a non-returnable fee of R 350,00 per set or can be downloaded for free from <https://www.etenders.gov.za/>
- Bids must be submitted on the original document and remain valid for 90 days after the closing date
- No telegraphic, telefax and late bids will be accepted
- Bidders must submit company's proof of payment of municipal services not older than 3 months or a lease agreement clearly indicating who is responsible for paying municipal rates and taxes
- The municipality is not bound to accept the lowest bid or part of any bid
- Bidders must score 80 or more points in functionality in order to be a successful panelist
- No bid will be accepted from persons in the service of the state
- Technical queries can be directed to the CFO (Mr. NF Ralebenya) cfo@phumelela.gov.za and SCM queries can be directed to Manager Supply chain (Mrs. D Makhubu) scm@phumelela.gov.za

Municipal Manager
Mrs. GPN Mhlongo-Ntshangase

2. MUNICIPAL BIDDING FORMS (MBD)

SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE	CONTACT PERSON	DP MAKHUBU
CONTACT PERSON	MR NF RALEBENYA	TELEPHONE NUMBER	058 913 8300
TELEPHONE NUMBER	058 913 8300	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	scm@phumelela.gov.za
E-MAIL ADDRESS	cfo@phumelela.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

2.2 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.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:
.....

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:
.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:
.....

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

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

3.8.1 If yes, furnish particulars.
.....
.....
..

¹MSCM Regulations: “in the service of the state” means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public

- (e) entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (f) a member of the accounting authority of any national or provincial public entity; or
- (g) 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.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

2.3 DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.

- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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? (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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	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)? 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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

2.4 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

respect: I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
-

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

3. GENERAL CONDITIONS OF THE BID PROPOSAL

1. Definitions

In these Conditions of Bid, words and expressions shall have the meanings assigned to them in the various parts of the Bid Documents and in addition, the following words and expressions shall have the meanings assigned to them hereunder:

Words and Expressions	Meaning
"Addendum" and "Addendum to Bid"	any document so entitled and pertaining to the Bid, as may be issued by the Council to prospective Bidders at any time prior to the Closing of Bids
"Authorized"	By or with the prior written instruction, consent or approval of the Council and "unauthorized" means the converse.
"Closing of Bids"	The time and date before which Bids must be received by the Council and after which no further Bids will be accepted by the Council.
"Conforming Bid"	a bid which is strictly in accordance with the Bid Documents in all respects, without variation, addition, omission or qualification whatever.
"Bidder"	Any person, firm, or juristic party which submits a Bid to the Council in response to the Invitation issued or published by the Council inviting the submission of Bids.
"Bid Period"	The period between the issue by the Council, of an invitation to submit Bids for the project or the issue of the Bid Documents, whichever is the earlier, and the Closing of Bids.
brand names, trademarks, names, patent or producer,	Any reference in circumstances to brand names, trademarks, names, patent or producer, implies to be followed by the word " or similar" or " or equivalent".

2. INTERPRETATION

2.1. APPLICATION

These Conditions of Bid govern the submission and adjudication of proposals and the acceptance by the Council of any proposal. They shall not form part of nor be interpreted or construed as forming part of any subsequent Contract as may result from the acceptance by the Council of any Bid received, nor shall these Conditions of Bid have any force or significance in any such subsequent Contract.

2.2. LANGUAGE

These Conditions of Bid shall be interpreted in the English language.

2.3. GOVERNING LAW

All Bids, as well as the adjudication thereof and the acceptance of any bid shall be subject to the law of the Republic of South Africa.

2.4. SINGULAR, PLURAL AND GENDER

In these Conditions of Bid, words importing the singular include the plural and words imparting the masculine include the feminine and neuter and vice versa where the context requires.

2.5. AMENDMENTS TO THE BID DOCUMENTS

2.5.1. AMENDMENTS BY THE BIDDER

2.5.1.1. Bidders shall not make any unauthorised amendment or addition to any part of the text or content of the proposal Documents. If any such unauthorised amendments, alterations or additions are made by the Bidder, these will be deemed to be of no force or significance in the Bid and will be ignored in the evaluation and adjudication of the Bid.

2.5.1.2. Any point of difficulty in the interpretation of the Bid Documents must be clarified with the Council as early as possible during the Bid Period. If a query by any Bidder is found to be of significance, the Council will inform all Bidders accordingly as soon as possible.

2.5.2. AMENDMENTS BY THE EMPLOYER

2.5.2.1. The Council shall be entitled, at any time prior to the Closing of Bids, to make any variation, amendment or addition to, or omission from the Bid Documents, including to the time and date set for the Closing of Bids, by the issuing of an Addendum (or Addenda).

2.5.2.2. Any Addendum so issued shall be deemed to form part of the Bid Documents and shall be communicated in writing to all parties who have acquired the Bid Documents from the Council.

Prospective Bidders shall comply in all respects with the content of any such Addendum and failure to do so will render any Bid subsequently submitted, as invalid.

2.5.2.3. No variation by the Council of the Bid Documents will be of any force or effect unless set out in an Addendum as described above, despite the fact that a variation of or amendment to the Bid Documents may have been implied in or may reasonably be inferred from any other document issued or statement made by the Council.

3. SIGNING OF BID

The Bid must be signed in the presence of the subscribing witnesses, by the person named in the form entitled "Authority of Signatory" in the section "Forms to be Completed by the Bidder" of the Bid Documents, as duly authorised by the Bidder to do so.

4. CONFIDENTIAL NATURE OF DOCUMENTS

The content of the Bid Documents is private and confidential and copyright in every aspect thereof remains vested in the Council. Recipients of the Bid Documents shall not be entitled to utilise the Bid Documents or any part of the content thereof for any purpose whatsoever, other than for the preparation and submission of their Bid and shall, whether a Bid is submitted or otherwise, treat the details of the documents as private and confidential.

5. COSTS INCURRED BY BIDDERS

The Council will neither be responsible for nor pay for any costs whatever, incurred by any Bidder or any recipient of the Bid Documents in preparing a Bid, nor in providing any such further information pertaining to the Bid as may be required by the Council or in terms of these Conditions of Bid.

6. ACCEPTANCE OF BID

The Council is not bound to accept any Bid or the lowest bid sum offered and reserves the right to award in part or in whole.

7. PERIOD OF VALIDITY OF BIDS

- 7.1. The bids shall remain valid for a period of three (3) months or 90 days after the Closing date.
- 7.2. Prices must be firm during this period and not linked to any exchange rate whatsoever.

8. REPUDIATION OF BID OR INVALIDATION OF CONTRACT

- 8.1. If the Council is satisfied that the Bidder or any person, whether an employee, partner, director, member or shareholder of the Bidder, or a person acting on behalf of or with the knowledge of the Bidder:
 - 8.1.1. Has offered, promised or given a bribe or other gift or remuneration or reward to any person in connection with obtaining a contract; or has acted in a fraudulent or corrupt manner in obtaining a contract; or
 - 8.1.2. Has approached an officer or employee of the Council in order to influence the award of a contract in the Bidder's favour; or
 - 8.1.3. Has entered into an agreement or has made an arrangement, whether legally binding or not, with another person, firm or company to:
 - 8.1.3.1. Refrain from bidding for this Contract; or
 - 8.1.3.2. as to the amount of the Bid to be submitted by either party;
-

8.1.3.3. Except only where such other person or firm is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council;
or

8.1.4. Has disclosed to another person, firm or company other than the Council, the exact or approximate amount of its proposed Bid, except only when:

8.1.4.1. the disclosure, in confidence, had been necessary in order to obtain insurance premium quotations required for the preparation of the Bid; or such other person, firm or company is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council;

8.1.5. The Council may, in addition to other legal remedies, repudiate the Bid or declare the Contract invalid if the Contract has been awarded.

9. BIDDER'S ADDRESS FOR THE DELIVERY OF NOTICES

Each Bidder shall, indicate a place in the Republic of South Africa and specify it in the "Bidders Particulars" form, where legal process and all notices pertaining to the Bid may be delivered to him. Such address shall not be a postal box, private bag or electronic address, but shall be the address of a physical location within South Africa (e.g. street address, property/stand number or farm name etc.).

10. ADDITIONAL INFORMATION REQUIRED

10.1. The Council may request any Bidder to clarify any aspect of its Bid and also reserves the right to instruct a public accountant to report on the financial status of the Bidder, and the Bidder must render all reasonable assistance in such an investigation.

10.2. The additional information so obtained, as well as all written information submitted by the Bidder with and in support of its Bid, will be considered to form the basis on which the Bid has been prepared and submitted.

11. TAXES AND LEVIES

The bidder must submit with this bid an original and valid Tax Pin from the South African Revenue Services (SARS).

12. CLEARANCE FROM MUNICIPALITIES

The contractor must provide clearance from the municipality where they are based indicating that they are not in arrears with regard to their respective municipal services accounts. Bidders that are based in areas that are non-rated and no municipal services are provided to them are required to provide a letter from the municipality confirming that the area is non-rated.

13. NO ACCEPTANCE OF BIDS FROM PERSONS IN THE SERVICE OF THE STATE

13.1. No bids will be considered from persons in the service of the state

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

- 13.1.1.1. a member of any municipal council;
- 13.1.1.2. a member of any provincial legislature; or
- 13.1.1.3. a member of the national Assembly or the national Council of provinces;
- 13.1.1.4. a member of the board of directors of any municipal entity;
- 13.1.1.5. an official of any municipality or municipal entity;
- 13.1.1.6. 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);
- 13.1.1.7. a member of the accounting authority of any national or provincial public entity; or
- 13.1.1.8. an employee of Parliament or a provincial legislature.

14. SPECIAL CONDITIONS OF THE BID PROPOSAL

- 14.1. The transaction shall be subject to any stipulations in any Act, Ordinance or By-law pertaining thereto.
 - 14.2. No proposals by any person that is not competent to enter into an
-

agreement will be considered and if it is established that it is the case, the contract agreement in this regard will be considered null and void by Council.

- 14.3. Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.
 - 14.4. Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate's Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competent higher court in any matter exceeding the ordinary jurisdiction of the Magistrate's Court.
 - 14.5. Council reserves the right to accept any cost proposal in a bid submitted or part thereof and will not be obliged to accept the lowest bid price submitted in a bid OR any cost proposal submitted.
 - 14.6. Council reserves the right to alter quantities based on the supplied rates.
 - 14.7. All Bids will be adjudicated in terms of the Phumelela Local Municipality's SCM Policy and in compliance with the criteria as set out in the Preferential Procurement Framework Act, Act No. 5 of 2000.
 - 14.8. The successful bidder(s) must accept to make good or reimburse the Council on all damages or repairs that arise from the actions in executing this bid award.
 - 14.9. The successful bidder(s) must accept to remove all equipment, restore the system(s) to the original state(s) at their own costs and and/or reimburse the Council in full in the event of failing to deliver as proposed in this bid.
 - 14.10. The successful bidder(s) will at all times report to and obey the instructions of the Council's representative in relation to this bid.
 - 14.11. Any variation to the execution in terms of this bid must be by mutual agreement by all parties concerned and served with official notices in writing.
-

4. RETURNABLE DOCUMENTS

1. Failure to fully complete and sign the relevant returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right to terminate the contract.

RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required (Compulsory to be completed and submitted) for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

If the Tender does not comply with the Tender conditions, the Tender will be rejected. If specifications are not met, the Tender will also be rejected. With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

- The Master Registration Number and Tax compliance status PIN to enable the municipality to verify the bid tax compliance status must be attached.
 - Non submission of company registration certificates.
 - Non submission of proof of registration on CSD
 - Non submission of the proposal in the prescribed format
 - Pages to be completed, removed from the Tender document, and have therefore not been submitted.
 - Scratching out without initialling next to the amended rates or information.
 - Writing over / painting out rates / the use of tippex or any erasable ink, eg. pencil.
-

- Tempering with the original tender document in any way.
 - Not completing the document by black ink.
 - Failure to attend compulsory briefing meetings, if any.
 - The Tender has not been properly signed by a party having the authority to do so, according to the **Form “Authority for Signatory”**
 - No authority for signatory submitted.
 - Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
 - The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
 - The Tender has been submitted after the relevant closing date and time
 - If any municipal rates and taxes or municipal service charges owed by that Tenderer to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
 - If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with municipality or any other organ of state after written notice was given to that Tenderer that performance unsatisfactory.
 - The declaration of interest form is not fully completed, or any false declaration
-

4.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

NB!!!! In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise:**

.....

2. **VAT Registration number, if any:**

.....

3. **Do you have an office within PHUMELELA LOCAL MUNICIPALITY area of jurisdiction? YES or NO**
(Please tick correct response)

3.1. Street address of office:

.....

3.2. Telephone number: (not cell phone number).....

3.3. Fax No.

:.....

3.4. Person in charge of office on a full time basis:

.....

3.5. Number of staff in this office:

.....

4. Particulars of shareholders and partners in the firm:

Name	Identity Number	Personal Income Tax Number

5. **Particulars of companies and close corporations:**

Company Registration Number:

.....

.Close Corporation Number:

.....

Tax reference Number:

.....

6. Record in the service of the state:

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal stakeholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of Directors of any Municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following information:

Name of sole proprietor, partner, director, manager or principal stakeholder or Stakeholder	Name of Institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within the last 12 months

SIGNED ON BEHALF OF THE TENDERER:

4.2 : COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form “A2” needs to be completed SPECIAL

RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (*place*)

On _____ (*date*)

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the PHUMELELA LOCAL MUNICIPALITY in respect of the following project:

Bid / Project Number: _____ {insert number}

A. Mr/Mrs/Ms:

in *his/her Capacity as: _____ (*Position in the Enterprise*)

and who will sign as follows:

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.
- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain

jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

Postal Address:

Telephone number: _____

Fax number : _____

NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

1. * *Delete which is not applicable*
2. **NB.** *This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid*
3. *Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page*
4. *Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.*

4.3 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details

SIGNED ON BEHALF OF THE TENDERER:

4.4 AUTHORITY OF SIGNATORY

Details of person responsible for tender process and duly authorized to sign all documents in connection with this Tender:

Name :

Contact number :

Office Address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents)

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)*

Mr / Ms

has been duly authorized to sign all documents in connection with the Tender for: PLMT 24-25/04 appointment of a service provider for the compilation of asset register and annual financial statements for the 2025/26 financial year and any

Contract which may arise there from on behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

NAMES OF SIGNATORY

.....

AS WITNESSES: 1.

2.

4.5 PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

Mr/Ms....., authorised signatory of the company

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner: Responsible Personnel:		Signature: Designation:
Responsible Personnel:		Signature: Designation:
Responsible Personnel:		Signature: Designation:
Responsible Personnel:		Signature: Designation:

Responsible Personnel:		Signature: Designation:
---------------------------------	--	--

ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD.

4.6 FINANCIAL REFERENCES

DETAILS OF BIDDERS BANKING INFORMATION

Notes to Bidder:

1. The bidder shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The bidder's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:										
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>										
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>										
ACCOUNT NO:										
ADDRESS OF BANK:										
CONTACT PERSON:										
TEL. NO. OF BANK / CONTACT:										
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 20px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>	(Tick which is appropriate)
0-6 months	<input type="checkbox"/>									
7-12 months	<input type="checkbox"/>									
13-24 months	<input type="checkbox"/>									
More than 24 months	<input type="checkbox"/>									

Name of Tenderer:

Signature: Date:

..... Full name of signatory:

.....

ATTACH COPY OF A LETTER FROM BANK NOT OLDER THAN THREE
(3) MONTHS TO THIS PAGE

4.7 MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been
duly authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows: (referred to herein as "the Bidder")

- 1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
- 2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE _____

FULL NAMES OF SIGNATORY

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

4.8 SCOPE OF WORK

APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPILATION OF ASSET REGISTER AND ANNUAL FINANCIAL STATEMENTS FOR THE 2025/26 FINANCIAL YEAR TERMS OF REFERENCE

1. BACKGROUND

Phumelela Municipality requires proposals from suitably experienced service providers to assist the Municipality with financial consultancy services and reforms, the primary aim being to obtain clean audit outcomes for the next 3 years as well as to ensure the implementation of this reform on an ongoing basis.

Sections 16 and 24 of the MFMA requires every municipality to table an annual budget at a Council meeting at least 90 days before the start of the budget year and approve that annual budget at least 30 days before the start of the budget year. While sections 122 and 126 of the MFMA requires every municipality to prepare Annual Financial Statements (AFS) and submit them for audit by 31 August each year. Phumelela Municipality established internal departments, Budget and reporting division, expenditure division revenue division and Assets division to respectively carry out this responsibility. Due to the specialized nature of the work, key officials within these departments are upwardly mobile wherein they are appointed into senior positions in other departments within the municipality and other municipalities approach them for appointment. This exposes the municipality to a risk that vacancies exist and might further arise during the budget preparation process and/or year-end period which might impact on the municipality's ability to meet the aforementioned MFMA obligations.

In this current climate demands for governance and transparency, implementation of mSCOA and an upgraded financial system, keeping abreast with constant changes of accounting standards (GRAP) and other financial reforms, the challenges to the financial services department have never been greater. To cost-effectively address these increasing demands, there will be a need for assistance from consultants to improve data integrity/completeness of information for the compilation of the annual financial statements to be a true reflection and assist with the implementation of changes in GRAP, transfer of skills to personnel to ensure efficiency, completeness and accurate reporting and upskilling of staff.

In order to mitigate this risk, the municipality decided to issue a tender for consulting services to utilize for the compilation of the annual financial statements and asset register in linewith the MFMA timelines.

It is the intention to appoint the successful bidder/s for a once off contract in order to ensure the success of the project and to provide the municipality with the necessary business continuity and the building of institutional knowledge and capacity.

2. CURRENT STATE

Phumelela Municipality is entering a new phase with the implementation of future mSCOA versions, system developments, data cleansing and compilation of financial statements, and adherence to all applicable financial reforms.

3. SCOPE OF WORK

The appointed service provider will be required to perform the functions as outlined in the deliverables summarised below:

3.1 Deliverable 1: Annual Financial Statements (FIXED PRICE)

Compilation of the AFS in terms of Section 122 of MFMA and in accordance with GRAP and other relevant accounting standards by:

- a) Follow up on the progress of the year-end final accounts in line with the municipality's approved year-end plan;
- b) Prepare journals for transactions necessary for completion of the AFS and present them to management for review;
- c) Perform all correction of prior period errors where necessary, provide adequate narrative disclosure and advise management on the accounting treatment of matters to be restated;
- d) Calculate the financial impact of Employee benefits Obligations (long service awards and Post-Retirement Medical aid benefits) based on the reports obtained from experts;
- e) Recommend journals for approval by the management;
- f) Review of employee-related benefits calculations for 13th cheque, bonus provision, performance bonus, staff leave accrual etc. prepared by the Accountants and recommend journals for approval by the management;
- g) Calculate the financial impact of Landfill Site provision (Provision for Rehabilitation and the effect on the Landfill Site Asset) based on the reports obtained from experts. Recommend journals for approval by the management;
- h) Making extracts of relevant financial information from the financial system;
- i) Gathering any other information, financial or otherwise required from any other source;
- j) Prepare the audit file in the prescribed format, notes and annexures/ statements to financial statements from the information gathered. The audit file includes a lead schedule for each account balance, class of transaction and disclosure note presented in the AFS linking amounts in the AFS to supporting documents;
- k) Finalize lead schedule and sign it off (preparer) as accurate and complete. Scan all appropriate documents and save them with the relevant hyperlinks in the electronic audit file;) Ensure that all the lead sheets of the electronic audit file balance with the ledger; and
- l) Prepare detailed excel Cash Flow Statement workings and balance the Cash Flow Statement outside the financial statement system.

- m) Preparing Generally Recognized Accounting Practice (GRAP) AFS including any new accounting standard as approved by the ASB for implementation using a financial statement system prescribed by the municipality;
- n) Compiling and Balancing of Statements of Financial Position, Statement of Financial Performance, Statement of Changes in Net Assets, Statement of Budget Comparison, Cash flow statements;
- o) Reviewing the detailed excel Cash Flow Statement workings and balancing the Cash Flow Statement outside the financial statement system;
- p) Reviewing, updating and writing new accounting policies in the note to the financial statements in line with GRAP requirements;
- q) Review the calculation of the amounts to be disclosed in the AFS relating to traffic fines as per GRAP 23; iGRAP 1 & iGRAP20 requirements;
- r) Managing the compilation of and review of the audit file to ensure that it supports and validates all the financial information reported in the financial statements;
- s) Review the final asset register for compliance with GRAP requirements and ensure that it reconciles and balances to the annual financial statements by 31 August;
- t) Ensure completeness of capital commitments by reviewing information supplied;
- u) Perform financial risk management calculations including liquidity risks;
- v) Perform classification of financial instruments and appropriately disclosed in accordance with applicable accounting standard;
- w) Consider information regarding contingent liabilities and ensure adequate and appropriate disclosure measured against GRAP requirements;
- x) Ensure that adequate disclosure of material variances are done;
- y) Ensure accurate appropriate disclosure of all grant receipts, verify information in grants reconciliation for inclusion in AFS and prepare correction journals if relevant;
- z) Managing year-end transactions and reviewing closing journal entries in the general ledger;
- aa) Managing the extraction of relevant financial information from the financial system;
- bb) Managing the gathering of any other information, financial or otherwise required from any other source;
- cc) Manage the preparation of notes and annexures/statements to financial statements from information gathered;
- dd) Advise and liaise with other managers in finance on GRAP standards applicable, accounting treatment and information required for compilation of AFS;
- ee) Manage the progress with year-end and AFS plan;
- ff) Perform self-review on AFS and annexures;
- gg) Provide draft AFS for review to CFO by 15 August;
- hh) Provide information on all changes made to AFS after reviews.

In order to ensure that the annual financial statements can be finalized and submitted to AGSA, National treasury and Provincial treasury by 31 August. The following detail 2 components and detail action steps will need to be performed by the successful tenderer.

- a) Preparation of Annual Financial Statements
 - Compile the GRAP Compliant AFS by:
 - Reviewing and assisting in resolving all the prior period audit issues
 - Performing all prior year adjustments in order to have accurate opening balances
 - Assisting in the year-end closure to ensure conclusion of all financial

transactions and processes

- Performing/Reviewing all the year-end reconciliations and make corrections if not accurately prepared.
 - Bank Reconciliation
 - Debtors reconciliation
 - Creditors Reconciliation
 - VAT Reconciliation
 - Payroll Reconciliation
 - Grants Reconciliation
 - WIP Reconciliation
 - Assets Reconciliation
 - Valuation Roll to Billing system recon
 - Other reconciliations necessary
 - Performing provision for debt impairment calculations in line with GRAP provisions and align to council policy.
 - Application of IGRAP 1 (Traffic Fines)
 - Landfill site assessment and rehabilitation provision
 - Provide Actuarial Valuations of the Long Service Bonus Awards and Post Employment Medical Subsidies
 - Performing year end journals.
 - Mapping from Phoenix to Caseware application
 - Compilation of GRAP compliant Annual Financial Statements by using Caseware application for the year ending 30 June 2024 and 2025 in terms of GRAP and other applicable standards.
 - Preparation of the Audit file in line with the applicable legislation (MFMA Circular 50. Annexure A attached detailing all information to be contained in the audit file.
 - Adhere to all required legislation.
 - Transfer skills to the finance staff
 - Assist with the Audit queries.
 - Assist in developing the 2023/2024 Audit Action Plan immediately after finalization of the Audit.
- b) Updating of GRAP Compliant Assets Register Provide the GRAP compliant assets register by:
- Reviewing and assisting in the resolution of prior period audit issues relating to assets
 - Performing a completeness and existence testing of assets
 - Identification and verification of all movable and immovable assets including tagging
 - Allocation of GPS Coordinates of all immovable assets
 - Unbundling and componentization of immovable assets (additions)
 - Condition assessment of all immovable assets and all movable assets (land and buildings and Infrastructure assets)
 - Reassessing useful lives of assets which have reached their EUL and have zero net book values
 - Reassessment of impaired assets value and calculation of impaired losses
 - Adjustment for prior period error for impairment
 - Updating registers for movements during the year (additions, disposals, etc.)

- Review the work in progress register for completeness, misclassifications
 - Reconciliation between general Ledger and the asset registers
 - Test depreciation on the Phoenix financial system
 - Preparing disclosure notes for PPE in accordance with GRAP provisions and other applicable standards.
 - Adhere to all required legislation.
- a) Assist during the audit and address all issues raised by the AG. Assist with reconciliations: -debtors, creditors, salaries, rates, VAT, logistics, budget, and audit file or any other applicable accounting matter.
 - b) Attendance of meetings to discuss AFS with finance/management/audit committee, etc. Revise and effect changes to AFS after an internal audit, management, and audit committee's external review.
 - c) Provide advice with regard to the adoption and/or early adoption of relevant accounting standards.
 - d) Prepare and provide a complete set of electronic working papers, by means of spreadsheets, setting out calculations and attaching PDF documents as supporting evidence for any and all amounts stated and/or disclosed in the AFS. Notes and Appendices to the financial statements.
 - e) Assistance with queries from the auditors during external/internal audits.
 - f) Obtain external expert opinion on accounting standards interpretation if a difference of opinion is evident between the office of the auditor general and the municipality/consultant.
 - g) Perform adjustments to the AFS in accordance with audit findings issued during the external audit.

3.2 Deliverable 2: Independent technical review of Annual Financial Statements (FIXED PRICE)

- a) Perform a detailed technical review of the annual financial statements in line with GRAP on the following:
 - (i) Statement of financial position;
 - (ii) Statement of financial performance;
 - (iii) Statement of net assets;
 - (iv) Statement of Budget vs Actual in terms of GRAP 24;
 - (v) Notes to the financial statements;
 - (vi) Additional MFMA disclosures; and
 - (vii) Other supplementary schedules.
- b) Review the accounting policies – ensure full compliance with GRAP and consistency with the prior year.
- c) Test the casting and cross-casting of the financial statements.
- d) Perform a high-level review cash flow statement by agreeing:
 - (i) Asset additions to asset notes;
 - (ii) Asset proceeds to asset disposals per note plus profit/loss disclosed in the statement of financial performance;
 - (iii) Agree interest income to statement of financial performance;

- (iv) Agree on finance cost to the statement of financial performance;
 - (v) Movement in working capital as disclosed in notes to cash flow statement to the difference between opening balance and closing balance; and
 - (vi) Non-cash items are added back in notes to the cash flow statement to disclosures in the statement of financial performance.
- e) Make recommendations to improve the presentation and disclosure of the financial statements.
 - f) Prepare a report on deficiencies and recommendations for improvement.

4. GENERAL

- 4.1 The services of the successful bidder shall be used as and when a need arises, during the entire duration of the tender.
- 4.2 The municipality reserves the right to terminate the services, should unsatisfactory service be received from the successful bidder
- 4.3 The municipality reserves the right to request the appointment of the team composition in order to address a specific need or should circumstances change during the execution of the project.
- 4.4 Monthly performance evaluation will be done and a report submitted before any invoice submission.
- 4.5 The successful bidder will report to the Phumelela Chief Financial Officer in relation to assignments in accordance with agreed terms as would be documented on the subsequent service level agreements or contracts.
- 4.6 Proposals must be submitted for all of the categories indicated in the scope above.
- 4.7 Responses should include the following:
 - (i) A response to each of the elements in the evaluation matrix of not more than ten (10) pages per element including annexure(s), if any.
 - (ii) Where an entity forms a joint venture or a consortium with (an) other entities(y), the parties to this agreement must express in the bid proposal what aspect of the scope of work each party would be adding value to and what percentage each party will receive in terms of the proceeds flowing from any assignment.
 - (iii) The bidders are required to ensure that the individual directors and technical staff/financial management specialist experience is clearly documented in the proposal.
 - (iv) It is further imperative that the bidder ensures that the curriculum vitae of individual resources is not included in other bidder proposals. Should a duplication of curriculum vitae be identified across proposals, such curriculum vitae will be disregarded for both bidders during evaluation. "Request for permission from the resource to use their CV's"

- (v) Proposals should also clearly indicate how bidders intend to transfer skills to the Phumelela financial management and Municipal officials. This should particularly indicate how this was done in previous assignments.
 - (vi) The bidder's staff complement must address the demographics of the country in line with government policies, and must provide evidence that it is complying with transformation in terms of Broad Based Black Economic Empowerment Act (B-BBEE)
 - (vii) Payment will only be made upon approved deliverables. The Consultant should note that no payment will be made should the Municipality not be satisfied with the standard of deliverables.
- 4.8 The successful bidder(s) will enter into a contractual agreement(s) with the Phumelela Municipality confirming the appointment .

4.9 FUNCTIONALITY SCORING

APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPILATION OF ASSET REGISTER AND ANNUAL FINANCIAL STATEMENTS FOR THE 2025/26 FINANCIAL YEAR

PRE-QUALIFICATION / FUNCTIONALITY SCORING

The following criteria will be used to calculate points for the quality of Bidders and Bidders must ensure that they submit all information in order to be pre- evaluated on the criteria mentioned below:

- a) Bidders that score less than 80 out of 100 points (80%) for the pre-qualification criteria (Stage 2) will not be part of the panel
- b) Bidders must ensure that all the information requested is provided in detail.
- c) Unclear or incomplete information provided will result in no points being allocated.
- d) Bidders must submit applicable information for this tender. Reference to any attached documentation must be clearly indicated.

Functionality Evaluation for AFS preparations

CRITERIA	WEIGHTING
Previous AFS projects	Maximum 30 points
5 Previous completed GRAP-compliant AFS projects on unqualified audit opinion on (6 points each)	
5+ appointments	30 points
3-4 appointments	24 points
1-2 appointments	12 points
No appointments/No unqualified opinion	0 points
Copies of signed appointment letters and reference letters from previous clients should be attached to claim points. The municipality will verify this information with the respective referees.	
Technical Expertise and Competency	Maximum 30 Points
Team must be led by a qualified Chartered	

<p>Accountant registered with the South African Institute of Chartered Accountants (SAICA) with the necessary experience in obtaining unqualified audit opinions. CV must be attached with all the relevant experience</p> <p>8 and more years 5- 7 Years 1-4 Years No experience</p> <p>Please provide an organogram of the proposed project team. Proof of registration with SAICA must be attached</p>	<p>30 points 20 points 10 points 0 Point</p>	
<p>Project work plan with time frames</p>	<p>25 points</p>	<p>Maximum 25 Points</p>
<p>Project work plan with no timelines</p>	<p>0 points</p>	
<p>AFS must be submitted to the AGSA on the AFS in line with the MFMA and the AFS plan prepared by the municipality</p>		
<p>Team Members must be SAICA Registered (CV and Certified confirmation from controlling bodies to be attached)</p> <p>3+ members SAICA Registered – 15 Points 1-2 members SAICA Registered – 10 Points</p>		<p>Maximum 15 Points</p>
<p>TOTAL MAXIMUM POINTS</p>		<p>100 POINTS</p>

4.10 PRICING AND EVALUATION ON 80/20 POINT SCORING

- Bidders who obtain an average of 80 or more points on functionality will successfully move to the Price and Preference points scoring, where the 80/20 point scoring will be used to determine the preferred bidder.

4.11 PROPOSED KEY PERSONNEL

Please attach CVs of the proposed key personnel.

1.Position	
Name	
Years of experience	
Formal qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by tenderer (y/n)?	
Signature	
2.Position	
Name	
Years of experience	
Formal qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by tenderer (y/n)?	
Signature	
3.Position	
Name	
Years of experience	
Formal qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by tenderer (y/n)?	
Signature	

SIGNED ON BEHALF OF THE TENDERER:

NB: Bidder can make a copy of this page if information does not fit on one page to cover the tender's project structure as per FORM Q

4.12 PREVIOUS WORK EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work.

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Year(s) work executed	Reference			
			Name	Organisation	Tel no	Email address

NB: Bidder can make a copy of this page if information does not fit on one page

SIGNED ON BEHALF OF THE TENDERER:

4.13 LITIGATIONS

Note to tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, and the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

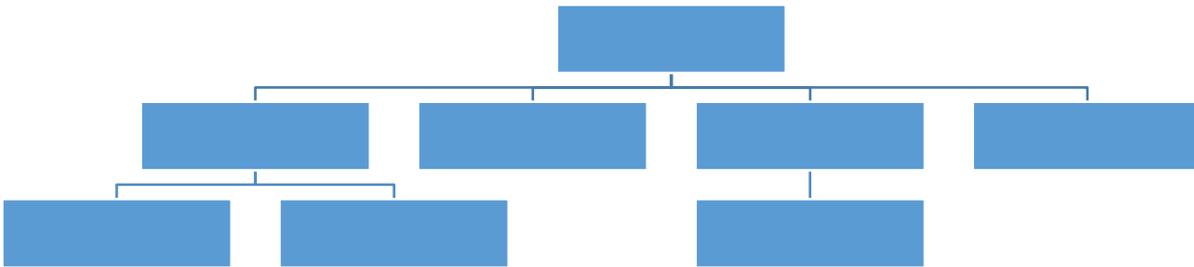
CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

SIGNED ON BEHALF OF THE TENDERER:

4.15 PROJECT TEAM STRUCTURE

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.



Head Office:	
Other Offices:(Number)	
Registered office address:	
Total Employees:	

SIGNED ON BEHALF OF THE TENDERER:

.....

4.16 FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company)

of (registered address of Company)

a company incorporated with limited liability according to the Company Laws of the Republic of SouthAfrica (hereinafter called the Contractor), represented herein by (Name of Representative) _____

_____ in his capacity as (Designation) _____

of the Contractor, is duly authorized hereto by a resolution dated_____/20____,

to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated_____/20____, Phumelela Local Municipality who require this indemnity from the contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Phumelela Local Municipality in respect of all loss or damage that may be incurred or sustained by the Phumelela Local Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the entity in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the entity in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	
