BID DOCUMENT

BID NO: B07/2026-27

APPOINTMENT OF A PANEL OF FINANCIAL CONSULTANTS FOR THE PERIOD OF 36 MONTHS FOR ENDUMENI LOCAL MUNICIPALITY

ENDUMENI

CLOSING DATE: 14 DECEMBER 2026 @ 14H00

NAME OF THE BIDDER : .....

ADDRESS: .....

.....

.....

TELEPHONE NUMBER: .....

FAX NUMBER: .....

E-MAIL ADDRESS: .....

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SPECIAL CONDITIONS OF BID

1. The closing date and time for submission of bids is as indicated in the notice calling for bids.
2. No bid received after the closing date will be considered.
3. Sealed bids clearly marked "**Bid No: B07/2026-27 – APPOINTMENT OF A PANEL OF FINANCIAL CONSULTANTS FOR THE PERIOD OF 36 MONTHS FOR ENDUMENI LOCAL MUNICIPALITY** must be placed in the tender box situated in the foyer of the Civic Centre, 64 Victoria Street, Dundee, not later than **14:00 on – 14 DECEMBER 2026**
4 Bids must remain valid for a period of 120 days from closing date for submission of bids.
5 Bids shall be adjudicated in terms of the Supply Chain Management Policy of Endumeni Municipality.
6 The acceptance of a bid shall be subject to the approval of the Bid Adjudication Committee, without which approval no contract shall be entered into.
7 Bidders must initial every page of the document.
8 No bid shall be considered, unless it is submitted on the attached bidding documents.
9 Failure to complete the forms in every aspect as requested may invalidate the bid.
10 No bids submitted by telefax, telex, telegram or electronic mail will be considered.
11 All prices must be in South African currency.
12 **All bidders must sign the delivery register situated by reception or with security.**
13 Please note, Bidders are to familiarize themselves with the conditions of payment as laid down in point 16.3 of the General Conditions of Contract.
14 Bidders will not be informed whether they have been successful, but the name of the successful bidder will be published on the municipal website.
15 No bids will be considered from persons in the service of the state.

LIST OF COMPULSORY DOCUMENTS (Phase 1)

- Company Registration Document (CIPC) (The attached must match with the directors listed on the CSD report)
- Valid Tax Compliance Status with Pin
- Fully Completed: MBD 1, MBD 1- PART B, MBD 4 (Bidders must fully disclose on MBD 4, partial disclosures will lead to disqualification), MBD 8 AND MBD 9
- Company/Director's Statement of Municipal Rates not older than 3 Months OR Company/Director's Lease Agreement OR Proof of Residence that corresponds with the preferred address on CSD, if the Company/Director resides/operates from a rural area. The attached must correspond with the preferred address on the CSD. If the attached does not correspond with preferred address on CSD, **bidders may be DISQUALIFIED**.
- Proof of Registration on Central Supplier Database (MAAA number)
- Company Profile

Failure to submit the above documents will lead to disqualification.

GENERAL CONDITIONS OF CONTRACT

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1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

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

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

1.13 "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 "GCC" means the General Conditions of Contract.

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

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

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

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

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of

technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28.1 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipal website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent Rights

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

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) 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

(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

(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:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or

omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or

without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(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 of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(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.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

1. BACKGROUND

Endumeni Local Municipality hereby invites interested suitable qualified and experienced financial consulting service providers to submit proposals for the appointment of a panel of financial consulting services.

2. OBJECTIVES OF THE INTERNAL AUDIT FUNCTION

The objective of appointing the service providers to perform efficient and effective forensic investigation.

To appoint a suitable independent internal audit service providers who can maintain and support the Internal Audit Unit of Endumeni Local Municipality.

To appoint a suitable independent tax consulting firms to provide tax consulting services.

3. SCOPE OF WORK

a) Internal Audit Function (Category A)

The scope of the Internal Audit function is as set out in section 165 of the MFMA and includes at least the under-mentioned. Should any other function be regarded as imperative by the bidder the functions shall be offered and clearly defined.

The Internal Audit function must, in consultation with the Audit Committee prepare:

- A rolling three-year strategic Internal Audit Plan based on its assessment of key areas of risk for the municipality, having regard to its current operations, the operations proposed in its Integrated Development Plan and its risk management strategy.
- An annual internal audit plan detailing the scope, cost and time lines of each audit.
- Audit reports directed to the Audit Committee detailing its performance against the plan to allow for effective monitoring and intervention where necessary;
- Provide training as part of skills transfer and capacity building to municipal officials.

The internal audit function must co-ordinate their plan with other internal and external assurance providers to ensure coverage and minimise duplication of effort.

The internal audit function must assist the Accounting Officer in maintaining effective controls by evaluating those controls and by developing recommendations for the enhancement or improvement

The internal audit function must assist the Accounting Officer in achieving the objectives of the municipality by evaluating and developing recommendations for the enhancement or improvement of the processes through which:

- Objectives and values are established and communicated
- The accomplishment of objectives is monitored;
- Accountability is ensured;
- Corporate values are preserved;
- The adequacy and effectiveness of the system of internal control are reviewed and appraised.
- The relevance, reliability and integrity of management, financial and performance information data and reports are appraised.
- Systems establishment to ensure compliance with policies, plans, procedures, statutory requirements and regulations, which could have a significant impact on

operations are reviewed.

- The means of safeguarding assets are reviewed and as appropriate verifying the existence of such assets.
- The economy, efficiency and effectiveness with which resources are employed, are appraised.
- The results of operation or programmes are reviewed to ascertain whether results are consistent with the municipality's established objectives and goals whether the operations or programmes are being carried out as planned.
- The adequacy of established systems and procedures are assessed

The internal audit may be required to conduct special assignments and investigations on behalf of the Audit Committee or Accounting Officer into any matter or activity affecting the interest and operating efficiency of the Municipality.

Fraud and Irregularities

In planning and conducting its work, the internal audit should seek to identify serious defects in the internal controls, which might result in possible malpractices. Any such defects must be reported immediately to the Accounting Officer and /or the Audit committee, without disclosing these to any other staff. This also applies to instances where serious fraud and irregularities is uncovered.

PROJECTS

To conduct internal audit assignments for projects as per the approved Risk Based Internal Audit Plan.

This will include the following reviews:

No	Project Name	36 Months
1	Review of Annual Financial Statements for compliance with GRAP and other reporting standards	
2	Review of Interim Financial Statements	
3	UIFWE Investigation	
4	ICT Audit	
5	HR and Payroll Management Audit	
6	Revenue Management	
7	Land use Management	
8	Supply Chain Management	
9	Loss Control	
10	Grant Management	
11	Asset Management	
12	Occupational Health and Safety	

13	Project Management	
14	Cash Management	
15	Risk Management	
16	Any other projects that may be requested by the Municipality	

b) Forensic Investigation (Category B)

a) The service providers must have the capacity, functionality skills and experience as determined by the functionality criteria set on the terms of reference.
b) There will be different turnaround times for each matter as it depends on the required service.
c) All prospective bidders shall have to treat all available data provided by the Endumeni Local Municipality as strictly confidential and the copyrights of any document produced during the course of consultancy service must be vested with the Endumeni Local Municipality.
d) The firm will be allowed to replace the resource with a similar resource of the same technical and competence level, and such will be in line with the process followed in the appointment of the original resource; The written notification be submitted by the service provider to the employer.
e) Write and present comprehensive report(s) to the Municipality and present such report(s) to the Municipal Council.
f) Recommend appropriate course of action to be instituted by the Municipality where irregularities or misconduct has been confirmed.
g) Provide support (where necessary) in subsequent disciplinary process, including but not limited to leading evidence in disciplinary processes. Attend meetings planned by the Municipal Manager or relevant management in the Municipality during the contract.
h) Forensic investigations on fraud and corruption or any other related matters
i) Unauthorised, irregular and fruitless and wasteful expenditure investigations
j) Investigations including but not limited to financial, human resources and information technology.
k) Legal opinions on the investigations and report outcomes
l) Investigations – specialized investigative methodologies including forensic investigations
m) To make appropriate findings and conclusions based on the evidence gathered.
n) To identify instances of non-compliance with laws and legislation, policies and procedures and assist in setting a zero-tolerance level on fraud and corruption.
o) To enable council to implement consequence management and corrective actions where people are found to have committed the alleged transgression or irregularities
p) Any investigations required by the Municipality as and when required

c) VAT Consulting (Category C)

The scope of services shall cover but not limited to the following tax types:

- Value Added Tax
- Income tax and related provisional tax.
- Employee tax.

The scope of services shall cover the following support areas:

- Review of all VAT Returns and provide quality assurance on compilation of VAT Returns before submission to SARS, with a view to identify VAT savings ensuring compliance with VAT Act.

- Assess the accuracy and completeness of output VAT and Input vat declarations.
- Review the treatment of standard-rated, zero-rated, exempt and non-taxable transactions where applicable.
- Identify potentially recoverable VAT that may not have been claimed.
- Analyse accounting records, VAT reports, invoices and other supporting documentation to identify potential VAT recovery opportunities.
- Quantify VAT amounts that may be recoverable, subject to supporting documentation and statutory requirements.
- Facilitate a vat review, which includes a review of the current status of the treatment of VAT by the Munsoft Municipality's accounting system to ensure appropriate application of the relevant provisions of the VAT Act to ensure optimal claiming of the input tax and appropriate declaration of the output tax timeously.
- Calculate the apportionment percentage based for the current and previous five (5) years.
- Review Vat treatment of equitable shares and all other grants, conditional and unconditional, to ensure that the treatment is correct from Vat, as well a grant condition point of view.
- A comprehensive written report must be submitted on the findings of the review/recovery identifying risk areas, internal control weaknesses and recommendations for improvement.
- Review on VAT ledger accounts and reconciliations on monthly basis.
- SARS related issues and advisory support.
- The engagement will include the transfer of Vat review, recovery and compliance skills to the staff through practical guidance, knowledge sharing and where appropriate, training on the review procedures, supporting documentation requirements and preparation of VAT recovery schedules.
- Working papers of all relevant calculations should be handed over to the Municipality.
- The successful tenderer will be required to conduct a thorough and meticulous Vat review of the Municipality's general ledger control accounts in relations to Vat transactions to ensure that the Municipality has correctly accounted for Vat on all the expenditure and revenue.
- The methodology and procedures applied during the verification process ensure that the savings and exposures identified are 100% verifiable to any 3rd party, i.e SARS or the Auditor General
- SARS Engagement
- Dispute resolution
- Tax compliance management
- Any other related advisory services

General Obligations

- All work must be performed within agreed timelines and within SARS timelines.
- All work must be performed in line with relevant legislations and prescripts.

The Municipality may change the nature or scope of the project if deemed necessary.

4. COMPETENCY AND EXPERTISE REQUIREMENTS

Internal Audit Function

The firm/partnership must be registered with the Institute of Internal Auditors and/or Independent Regulatory Board for Auditors. Proof of such membership must be provided.
It is essential that the service provider has the knowledge and extensive experience of internal audit in a municipal environment.

Forensic Investigation

Bidders must demonstrate that they employ suitably qualified and certified forensic investigators who possess relevant professional qualifications and certifications, including Certified Fraud Examiner (CFE), South African Academy of Forensic Sciences (SAAFS), and/or Institute of Commercial Forensic Practitioners (ICFP) credentials.
Bidders must submit valid proof of professional registration, membership and/or certification for the relevant forensic investigators as part of their bid submission. Failure to provide the required supporting documentation may result in the bid being deemed non-responsive

Vat Consulting

The firm must demonstrate strong municipal tax expertise, technical capability, practical implementation experience, and the ability to support Endumeni Local Municipality in improving tax compliance, governance and financial sustainability.

5. DURATION OF CONTRACT

The duration of the contract is for the period of three years (36 Months)

6. FINANCIAL ARRANGEMENTS

Bidders are solely responsible for their own costs in preparing the quotations.

The terms of payment are thirty (30) days from the date of receipt of invoice by the municipality.

7. ALLOCATION OF WORK

a) The panel will be divided into 3 groups, based on the respective types of financial consulting service. The CSD MAAA number will be used to allocate panelists to the panel.

b) A Request for Quotation (RFQ) will be issued to suppliers within the group corresponding to the specific financial consulting service required.

c) The specific goals applicable to the Request for Quotation (RFQ) will be indicated based on the nature of the requirement and the Municipality's objectives at the time.

d)Suppliers shall be given seven (7) days to submit their quotations in response to the Request for Quotation (RFQ).

e) The municipality may require suppliers within the panel to provide compliance documents deemed necessary based on the nature of the requirement and the Municipality's objectives at the time.

f) Appointment will be made upon confirmation of compliance with all applicable legislation. For example, the (80/20 preference point system)

8. TENDER VALITY PERIOD

The bids will remain valid for 120 days.

FUNCTIONALITY EVALUATION CRITERIA

1.1 Functionality will be evaluated separately for each category for which a bidder submits an offer, namely:

- **Category A: Internal Audit Services** ☐
- **Category B: Forensic Investigation Services** ☐
- **Category C: VAT and Tax Consulting Services** ☐

1.2 A bidder may submit an offer for one or more categories, provided that the bidder meets all the compulsory requirements and functionality requirements applicable to each category for which it submits an offer.

1.3 Bidders must tick the provided box to indicate the category for which they are submitting a bid.

Phase 2 (Functionality)

Internal Audit Function (Category A)

Minimum requirements	Maximum Points	Proof to be provided
Business Entity Establishment (Company profile with clear business address and contact details)	5 points	A brief business background in the form of a business profile. Office establishment and accessibility during working hours with the necessary tools and equipment will be critical during evaluation.
Relevant entity experience Appointment letters and proof of project completion/progress report from traceable references • Four reference letters with appointment letters/ Order = **30 points** • Three reference letters with appointment letters/ Order = **20 points** • Less than two reference with appointment letters/ Order = **10 points** • **No reference letter =0**	30 points	Specifically listing previous relevant contracts undertaken by the service provider. The service provider should include traceable references of their listed services. These should include at least four reference letters with appointment letters/ Orders which demonstrate satisfactory performance and where services had been rendered for at least two years. **Please note that if the attached reference letter does not include the appointment letter or official order, no score will be allocated.**
Methodology: A detailed proposal clearly stating how the project will be executed and time frames. • A detailed proposal clearly stating how the project will be executed and time frames = **25 points** • A detailed proposal clearly stating how the project will be executed with no time frames = **20 points** • A proposal with limited details on how the project will be executed = **15 points** • No methodology = **0 points**	25 points	Submission of a comprehensive specification of what is required, clear deliverables, communication methods and turnaround times.
Professional Registration with Institute of Internal Auditors South Africa **(IIA SA) for only** personnel that will be used on the assignment must be provided • Professional Registration for all team members = **20 points** • Professional Registration with at least one member without membership = **15 points** Professional Registration with at least two members without membership = **10 points** • Professional Registration with at least three members without membership = **05 points** • No professional registration = **0 points**	20 points	Proof of registration with the professional body (Institute of Internal Auditors South Africa **(IIA SA) for all proposed team members., Membership certificates or confirmation from IIA must be attached.**

Project team with their CV's and certificates. • Project team with CIA, CISA and CA(SA) = 20 points • Project team with CIA and CISA = 10 points • Project team with no CIA, CA(SA) and CISA = 0 points	20 points	Personnel that will be conducting the audits and facilitating the risk assessment workshop with their CV's and certificates. The team leader must be a CIA with at least 10 years of experience in internal auditing. The team should also include a systems auditor who is a CISA and is a member of International Systems Audit and Control Association with at least five years of IT audit experience.
	100 points	

Functionality will be evaluated based on capacity and experience and bidders who failed to score a minimum of 70 points will be considered non-responsive and will not qualify for recommendation for appointment to the panel.

Forensic Investigation (Category B)

Functionality Criteria		Score	
Minimum requirements	**Allocation of Evaluation points**	**Proof to be provided**	**Maximum points**
1. Proof of Experience in performing services of a similar nature			
Matters dealt with on behalf of Government and Public Entities in the last 10 years.	Firm/Entity • 1 – 3 matters/cases = 15 points • 4 – 6 matters/cases = 30 points • 7 - 9 matters/cases = 40 points • More than 10 Matter/cases = 50 points	Provide appointment letter or instruction letter together with reference letter to confirm the execution.	50 points
2. Schedule of Key Personnel			
Experience: Minimum number of years	**2.1 Partner/ Director** The bidder must allocate a qualified resource with appropriate experience in forensic services. The bidder must submit a CV of the Partner/ director with a minimum of five (5) years' experience for evaluation. - 0 – 4 years of experience/ irrelevant experience = 0 points - 5 – 7 years of experience rendering forensic services = 5 points - 8 – 10 years of experience rendering forensic services = 10 points - 11 and more years' experience rendering forensic services = 15 points **2.2. Experience of the Senior Forensic Investigator/ manager** The bidder must allocate a qualified resource with appropriate experience in forensic services. The bidder must submit a CV of the Senior Forensic Investigator/ Manager with a minimum of five (5) years' experience for evaluation. - 0 – 4 years of experience/ irrelevant experience = 0 points - 5 – 7 years of experience rendering forensic services = 5 points - 8 – 10 years of experience rendering forensic services = 10 points - 11 and more years' experience rendering forensic services = 15 points **2.3. Experience of the Investigator** The bidder must allocate a qualified resource with appropriate experience in forensic services. The bidder must submit a CV of the investigator with a minimum of three (3) years' experience for evaluation. - 0 – 2 years of experience/ irrelevant experience = 0 points - 3 – 5 years of experience rendering forensic services = 5 points - 6 – 8 years of experience rendering forensic services = 10 points - 9 and more years' experience rendering forensic services = 20 points	**The Partner/ Director, Manager and Investigator** must submit their CV's and Qualifications and valid verifiable proof of the following registration: a) Association of Certified Fraud Examiners South Africa (ACFE SA); or b) Institute of Commercial Forensic Practitioners (ICFP); or c) South African Academy of Forensic Sciences (SAAFS)	50 points
TOTAL POINTS			**100**
MINIMUM FUNCTIONALITY THRESHOLD (70 POINTS)			

Functionality will be evaluated based on capacity and experience and bidders who fail to score a minimum of 70 Points will be considered non-responsive and will not qualify for recommendation for appointment to the panel.

Vat Consulting (Category C)

Minimum requirements	Allocation of evaluation points	Proof to be provided	Maximum points
Experience of the bidding entity in municipal VAT recovery	5 points per Government and Public Entities appointment and reference letter.	a) Reference letters/completion certificate from municipalities b) Copies of appointment letters (Matching appointment and reference letter/completion certificate signed and stamped)	20 points
SARS penalty and interest recoveries	Provide proof of successful recovery or reversal of vat and/or PAYE penalties and interest imposed by SARS. The bidders must submit: SARS correspondence statements reflecting reversals or recoveries client confirmation letters evidence of successful dispute resolution 5 points per project	Stamped and signed client confirmation letters	25 points
VAT adjustment and recovery projects	Provide proof of projects involving: identification of underclaimed VAT identification of overclaimed VAT finalization of amendments with SARS The bidder must submit: project summaries supporting schedules SARS confirmation of amendments and client reference letters 5 points per project	Stamped and signed client reference letters	15 points

Personal experience and qualifications	Bidders must provide detailed CVs and qualifications of proposed project team members The proposed team should include appropriately qualified tax professionals with experience in: VAT advisory services; Municipal Taxation SARS dispute resolution Tax reconciliations; and Financial Statements support Minimum qualification requirements; NQF level 8 or Higher in qualification in Taxation, Accounting, Finance Relevant professional registrations and memberships will be advantageous. 15 points – NQF Level 8 or higher qualification with SAIT Tax Advisory designation 15 points for three NQF Level 8 qualifications with tax practitioner designation	CV's and Qualifications (copies must be certified)	30 points
Methodology and project approach Bidders must submit a detailed Methodology Proposal covering: Project implementation approach Vat Recovery Methodology SARS Engagement strategy Risk management approach Quality assurance procedures Reporting structure Skills transfer The methodology should demonstrate a clear understanding of municipal taxation and practical implementation strategies	Detailed, Practical, and innovative Methodology	Detailed, practical, and innovative methodology	10 points

Functionality will be evaluated based on capacity and experience and bidders who fail to score a minimum of 70 Points will be considered non-responsive and will not qualify for recommendation for appointment to the panel.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**B07-2026-27**	CLOSING DATE:	**14 DECEMBER 2026**	CLOSING TIME:	**14h00**
DESCRIPTION	**APPOINTMENT OF A PANEL OF FINANCIAL CONSULTANTS FOR THE PERIOD OF 36 MONTHS FOR ENDUMENI LOCAL MUNICIPALITY**				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (*STREET ADDRESS*

ENDUMENI MUNICIPALITY
CIVIC CENTRE
64 VICTORIA STREET
DUNDEE
3000

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	

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

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	MANAGER: SCM	CONTACT PERSON	REFER TO THE ADVERT PAGE
CONTACT PERSON	Mr B MOLEFE	TELEPHONE NUMBER	
TELEPHONE NUMBER	034-492 0542	FACSIMILE NUMBER	
FACSIMILE NUMBER	034-212 2121	E-MAIL ADDRESS	
E-MAIL ADDRESS	molefeb@endumeni.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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ 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.

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: .....

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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 positioning 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, shareholder[2]): .....

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 or any Directors/trustees/shareholders/ members presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

[1]MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

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

[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	Are you employed by National/ Provincial/ Local Government? YES/NO	If YES, please give details

4. I duly confirm that the above information is correct until otherwise advised in writing AND the company undertakes to immediately, in writing on same day of appointment, advise the Municipality immediately if any of its directors/trustees/ members/shareholders assumes appointment as an employee in national, provincial and/or local government AND the company will deregister from the Municipality Supplier Database and cease forthwith from doing business with the Municipality AND the company shall be subject to a penalty of forfeiting all payments for services rendered or products delivered or installed if it fails to immediately disclose in writing the employment of any of its directors/trustees/ members/shareholders in national, provincial and/or local government.

....

Signature **Date**

....

Capacity **Name of Bidder**

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences,

in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

NB: Bids will be adjudicated in terms of returnable documents and functionality only. The Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations will be applicable once the panel is established.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

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

4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐

4.4.1	If so, furnish particulars.		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

a. take all reasonable steps to prevent such abuse;

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

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

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

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

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

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

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

BID NOTICE / INVITATION TO BID

Bid Number: B07/2026-27

APPOINTMENT OF A PANEL OF FINANCIAL CONSULTANTS FOR THE PERIOD OF 36 MONTHS FOR ENDUMENI LOCAL MUNICIPALITY

Bids are hereby invited for **"Panel for the Appointment of a Panel of Financial Consultants for the Period of 36 Months for Endumeni Local Municipality"**, subject to Council's Supply Chain Management Policy.

Bidders should submit the returnable documents as per the requirements of this bid. **Bids may only be submitted on the bid documentation provided by Endumeni Municipality; and be completed in handwriting in black ink.**

Bid documents will be available from the office of the Supply Chain Management Office, Room 14, 64 Victoria Street, Dundee, 3000 during office hours between 07h30 to 15h30 as from **12 November 2026**.

Tender documents can be downloaded free of charge from the municipal website at www.endumeni.gov.za and National Treasury e-Tender Portal at www.etenders.gov.za

A non-refundable document fee of R 500.00 payable in cash or by EFT in favour of the Endumeni Municipality is required on collection of the Bid documents.

Technical enquiries: Miss SP Hlatshwayo – 034 492 0533 : Forensic Panel
Mrs N Ngobese - 034 492 0479 : Panel for VAT
Mr B Msibi - 034 492 0550 : Audit Panel

All bidders must sign the delivery register situated by reception or with security.

Bids will be adjudicated in terms of returnable documents and functionality only. The Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations will be applicable once the panel is established. The bids will remain valid for 120 days. The Council reserves the right to some or none of the bids submitted, either wholly or in part.

Completed bid documents complying with the conditions of bid must be sealed and endorsed **"Bid Number: "B07/2025-26 – APPOINTMENT OF A PANEL OF FINANCIAL CONSULTANTS FOR THE PERIOD OF 36 MONTHS FOR ENDUMENI LOCAL MUNICIPALITY** bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Endumeni Municipality - Civic Centre, 64 Victoria Street, Dundee by no later than **14:00 on 14 DECEMBER 2026** where bids will be opened in public.

Notice No:110 /2026

Mr M.F HADEBE
Municipal Manager
Endumeni Municipality
64Victoria Street
Private Bag X 2024
Dundee,
3000

DATE 06/11/2026