# THE MSUNDUZI MUNICIPALITY

HEAD: SUPPLY CHAIN MANAGEMENT
MRS D. N. GAMBU

333 Church Street, Private Bag X205, Pietermaritzburg, 3200
Telephone No. 033 – 392 2597

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

| | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Tenderer's Name: | | | | | | | | | | | | | | | | | | | | | |
| Postal Address: | | | | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | | | | |
| Postal Code | | | | | | | | | | | | | | | | | | | | | |
| Tel. No. | | | | | | | | | | | Cell. No. | | | | | | | | | | |
| Contact Person: | | | | | | | | | | | | | | | | | | | | | |
| E Mail Address: | | | | | | | | | | | | | | | | | | | | | |
| CSD NUMBER: MAAA | | | | | | | | | TAX REF. NUMBER | | | | | | | | | | | | |

Tenders contained in sealed envelopes and marked with **"CONTRACT No. SCM 26 OF 26/27"** and the **Contract Description** must be placed in the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201, not later than **12h00** on **Tuesday, 26 January 2026,** when they will be opened in public. **Only Tenders placed in the Tender Box before the closing time above will be accepted.**

## THE MSUNDUZI MUNICIPALITY

## TENDER SUBMISSION CHECKLIST

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to ***TICK*** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols ***N/A*** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

| No. | Description | Tenderer to Tick (√) | For Official Use Only | |
|---|---|---|---|---|
| 1 | Has the Tender Document been completed in **handwriting** or typed and originally signed by Pen and all corrections counter-signed? **(No correction fluid used)** | | ***D*** | |
| 2 | Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form? | | | |
| 3 | Has all information as required in terms of the tender document been submitted with the tender? | | ***D*** | |
| 4 | Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting? | | ***D*** | |
| 5 | Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)? | | ***D*** | |
| 6 | Has the "Tender Form" been completed and signed? | | ***D*** | |
| 7 | Is a valid Tax Clearance Status Verification Pin attached to the Tender Document? | | ***D*** | |
| 8 | Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document? | | ***D*** | |
| 9 | Does the price includes VAT regardless of VAT status of being a VAT or Non Vat vendor all prices must include VAT | | | |

****** D: Failure to comply with these Sections will prejudice the tender.***

Name of Tenderer : _____

Signature : _____

Date : _____

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

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13. **TENDERERS PLEASE NOTE:**

13.1 Tenderers are advised to check the number of pages, and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors, they shall inform the Head: Supply Chain Management or the Engineer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer's failure to observe this requirement.

13.2 The Tender Notice appeared in The Witness Newspaper and on Council's website on Tuesday, 24 November 2026.

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

**TENDER NOTICE**

Tenders are hereby invited from suitably qualified and experienced service providers to provide Enterprise-Wide Risk Management (ERM) services covering the full risk management cycle across all seven (7) Business Units.

Tender documents will be made available to tenderers from **14h00** on **Tuesday, 24 November 2026**.

Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on www.etenders.gov.za.

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R826.19 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical enquiries regarding the Specifications, please contact Gcinokuhle Khanyile (Risk Management Unit) on either Contact No. 033 348 2430 or e-mail gcinokuhle.khanyile@msuduzi.gov.za.

For any procurement related enquiries, please contact Vuyani Msimang (Supply Chain Management Sub-Unit) on direct Telephone No. 033 – 392 2807 or e-mail address **vuyani.msimang@msunduzi.gov.za**.

A non-compulsory **Tender Briefing Meeting** will be held on **Tuesday, 15 December 2026,** at the **Auditorium 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg,** commencing at **10h00**.

Tenders must be submitted both in hard copy and on CD/USB Flash Drive contained in sealed envelopes and marked with **"SCM 26 OF 26/27"** and the **Contract Description** must be placed in the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297; 30.3610014), not later than **12h00** on **Tuesday, 26 January 2027**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

**Tender Validity Period:** Four (4) months commencing from the closing date of tender.

**Tender Adjudication/Evaluation Criteria**: Tenderers meeting the Mandatory Requirements of the tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Point System in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

The Functionality for Stage One shall be evaluated on the following criteria:

| No. | Evaluation Criteria | Maximum Points |
|---|---|---|
| **1.** | **Company Experience on Completed Projects** | **30 Points** |
| **2.** | **Key Personnel** | **60 Points (2a)+(2b)+(2c)+(2d)** |
| 2(a) | Team Leader experience post NQF 8 qualification in any of the following areas: - Risk Management or Internal Auditing | 15 Points |
| 2(b) | Senior Risk Specialist experience in any of the following areas: Risk Management or Internal Auditing | 15 Points |
| 2(c) | Risk analyst experience in any of the following areas: - Risk Management or Internal Auditing | 15 Points |
| 2(d) | The Team leader, Senior risk specialist and Risk analyst should be in good standing with any of the following IRMSA and IIA SA,<br><br>Membership at the CRM Prac or CRM Prof in risk management and CIA for internal auditing | 15 Points |
| **Total Functionality Points** | | **90 Points** |
| **Minimum Threshold** | | **(75 Points)** |

The allocation of Preference Points will be according to the following Specific Goals:

| Specific Goals | Description | Maximum Points |
|---|---|---|
| Black Owned Enterprise (BOE) | Black Owned Enterprise (BOE)" in this context refers to a "black-owned enterprise" with at least 51% South African black ownership and/or more than 51% management control by South African black people | 10 |
| Business Enterprise Owned by Women | A woman-owned business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (**51%**) owned and controlled by one or more women; or, in the case of any publicly owned business, at least fifty-one percent (**51%**) of the stock of which is owned and controlled by one (1) or more women and whose management and daily business operations are under the control of one (1) or more women. | 5 |
| Location of a Business Enterprise | A place or structure occupied by a firm or enterprise to run its operations. This includes any structure or establishment used in conducting a business within the Msunduzi Municipality jurisdiction | 5 |
| **Total Preference Points (Specific Goals)** | | **20** |

The Msunduzi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

**SF MNDEBELE (MUNICIPAL MANAGER)**

## THE MSUNDUZI MUNICIPALITY

## STANDARD CONDITIONS OF TENDER

### 1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Definitions, Specifications, Pricing Schedule (if applicable), Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

### 2. COMPULSORY TENDER BRIEFING MEETING / SITE INSPECTION

Where in the tender document reference is made to a compulsory Tender Briefing Meeting/Site Inspection, the Service Providers shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Council shall not be held liable for any loss or damage due to the above. Service Providers are to ensure that they complete and sign the Attendance Register circulated at the meeting. Only one representative per Company or Consortium will be allowed to attend the above meeting. No person will be allowed to represent more than one Company at the meeting.

Service Providers are to ensure that their Representatives, representing their respective Companies at the Tender Briefing Meeting/Site Inspection are familiar with the true nature and extent of the works as no claims for extras shall be entertained and the Council shall not be held liable should the Service Provider tender incorrectly.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register. Tenders will not be considered from Service Providers who do not attend the meeting and who did not sign the attendance register.

### 3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Service Providers are advised that this document must be completed by being hand written or typed and originaly signed by Pen and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Service Providers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the Tender Box located at the Msunduzi Municipality’s Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297;30.3610014). The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents including any employee of the Council.

Sealed tenders endorsed with the appropriate Contract No. and Contract Title must reach the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201 not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a Service Provider may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Service Provider withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Service Provider.

## 4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Service Provider shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Service Provider communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Service Provider; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Service Provider to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition, which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Service Provider.
Prospective Service Providers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

## 5. IMPORT PERMITS

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Service Provider must apply directly for any import permits or currency needed. However, the Council will furnish the successful Service Provider with a supporting statement, if required.

## 6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government. Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. It will electronically verify a supplier's tax status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website **www.csd.gov.za** . Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at **database@kzntreasury.gov.za**.

**With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD**. Negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD on or after 01 April 2016.

In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes: -

| | |
|---|---|
| **CSD Supplier Number** | |
| **Unique Registration Reference Number** | |

## 7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender that the taxes of the successful Service Provider must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the Service Provider's tax obligations.

Service Providers shall be required to submit, together with the tender document, a valid Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid Tax Compliance Status Verification Pin, the Council reserves the right to verify the same on National Treasury's Central Supplier's Database.

Should the Tax status become non-compliant prior to the final award of the contract being made, the Council reserves the right to request the Service Provider to rectify their tax matters. In this instance, the Service Provider shall be given seven (7) working days written notice in which to comply. Should the Service Provider fail to comply with this request, the Council further reserves the right to make no award to the Service Provider, and the Council shall not be held liable for any loss or damages sustained by the Service Provider.

## 8. RATES

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc, unless the Service Provider states otherwise in the proposal.

- **"Price"** means an amount of money tendered for goods or services and includes all applicable taxes less unconditional discounts.

- **Section 64(1) of the VAT Act states**: Any price charged by a vendor for a taxable supply is deemed to include VAT, whether or not explicitly stated. Thus, even if bidder B's invoice does not explicitly include VAT, the price is considered VAT Inclusive.

- **NB**: when submitting this tender Bidders are advised that regardless of the VAT status of being a VAT or non-VAT vendor the price must include VAT.

- Further to the above the price shall be deemed to be VAT inclusive regardless of whether the bidder is the VAT Vendor or not.

## 9. INCOMPLETE TENDERING

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule. Partial awards ***may***

be made where this is perceived by the Supply Chain Management or the Bid Evaluation Committee. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and or Local Suppliers.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter or pricing schedule submitted by the Service Provider, the prices and particulars contained in the Tender Form shall prevail.

## 10. ACCEPTANCE OF ANY TENDER

10.1 The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

10.2 The procedure/s which shall be followed with the acceptance of a tender are as follows:

10.2.1 Where in the tender document, Service Providers are required to submit Works Insurance, Sureties, Public Liability Insurance or any other provisional criteria, a letter of Provisional Acceptance will be sent to the successful Service Provider/s stipulating which amount or rate/s have been accepted and the requirements for the final award.

10.2.2 In this instance, the Service Provider/s shall be required to satisfy the requirements of the Provisional Letter of Acceptance within fourteen (14) days from date of issue of the Provisional Letter of Acceptance.

10.2.3 Should the Service Provider/s, fails to comply with the requirements of such provisional acceptance within the period specified in same or any variation thereto, and the Council elects not to confirm the provisional acceptance of the tender on that ground, the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Providers.

10.2.4 Once the requirements of the Provisional Letter of Acceptance have been satisfied, a Final Letter of Acceptance will be sent by the Head: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.

10.2.5 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.

10.2.6 Once the SLA has been concluded, the Tender, Provisional Letter of Acceptance, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.

10.2.7 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

10.3 Where no Insurances, Sureties or any other provisional criteria are required, a Final Letter of Acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.

10.4 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.

10.5 Once the SLA has been concluded, the Tender, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.

10.6 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

Unless otherwise stipulated in the covering letter submitted with the tender, the Service Provider shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Service Provider is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

## 11. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi.*

The Service Provider's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto. Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

## 12. DATA SHEETS

**Service Providers should complete, in full, all the Data Sheets attached to this document. These include, but are not limited to, the following:**

- Declaration of Interest (MBD 4);
- Authority to Sign Document.
- Pricing Schedule (MBD 3.1 / 3.2 / 3.3 as applicable);
- Declaration of Bidder's Past Supply Chain Management Practices (MBD 8);
- Certificate of Independent Bid Determination (MBD 9); and
- Any other applicable Data Sheets or forms contained within the tender documentation.

Where Data Sheets and/or any other documentation are required to be commissioned, such documents must be duly stamped and signed by a Commissioner of Oaths, where applicable. Failure to complete and submit the required documentation in its entirety may result in the disqualification of the bid and render the offer non-responsive.

### Completion of Tender Form

It is a compulsory requirement that the Tender Form be fully completed and signed by an authorised representative of the bidder. Failure to comply with this provision will render the bid unresponsive (invalid) and such bids will not be considered for adjudication.

## 13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

The Supply Chain Management Municipal Regulations read in conjunction with Msunduzi Supply Chain Management policy states that the Council may not make any award to a person:

(a) Who is in the service of the state.
(b) If that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
(c) Who is an advisor or consultant contracted with the municipality or municipal entity.

## 14. MUNICIPAL FEES

All Service Providers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Service Providers must include the relevant account numbers in the declaration.

## 15. APPEALS AND/OR OBJECTIONS

Any Service Provider aggrieved by decisions or actions taken by the Municipality must lodge within fourteen (14) calendar days from the day of receipt of a regret letter, a written objection or complaint to the Municipal Manager / Supply Chain Management. The appeal must be submitted in writing with the grounds of appeal within the stipulated fourteen (14) days. No appeal/objection will be entertained should the afore-mentioned condition not be adhered to, and the Municipality shall not be held liable for any loss or damages sustained by the Service Provider due to the Service Provider's failure to adhere to the above condition.

## 16. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Service Providers claiming preference points shall be required to complete Annexure "C" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

***In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 2022, Preference points must be awarded for specific goals stated in the tender.***

Service Providers are required to submit proof or documentation required in terms of this tender to claim points for specific goals. Failure to do so may result in no preference points being awarded to the Service Provider and the Council shall not be held liable for any loss or damages in this regard.

## 17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

Service Providers intending to tender in the form of Joint Ventures/Consortiums **should submit** the following documentation together with the tender:

1) Valid Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium.
2) CSD Reports of all parties of the Joint Venture/Consortium.

3) Signed copies of:

    a) The Declaration of Interest Form.

b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
c) The Certificate of Independent Bid Determination Form.

4) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract.

Further to the above, the name of the Joint Venture/Consortium should appear on the relevant pages of the document.

## 19. ADJUDICATION CRITERIA

The tender shall be evaluated in accordance with the Evaluation Criteria as outlined in the Specifications contained herein.

## 20. COMBATIVE TENDERING

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

(i) Suggestions to fictitious lower quotations.

(ii) Reference to non-existent competition.

(iii) Exploiting errors in bids.

(iv) Soliciting bids from Tenderers whose names appear on the list of restricted bidders/suppliers/persons, and,

(v) Submission of two bids by a Tenderer.

Any attempt by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

## 21. ALTERATIONS BY TENDERER

If a tenderer wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specifications, Quantities or Drawings, or to qualify the tender in any way, such changes and/or proposals are to be listed in Annexure "A" hereto, failing which the tender will be deemed to be unqualified. It must be clearly understood that the Council will be under no obligation to accept any such qualification.

## 22. OCCUPATIONAL HEALTH AND SAFETY ACT

The attached Annexure "B" hereto must be completed thereby indemnifying the Msunduzi Municipality of any claims that may arise in terms of the Occupational Health and Safety Act (Act 85 of 1993), as amended.

## THE MSUNDUZI MUNICIPALITY

## LEGISLATION

### 1.0 GENERAL

1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts, as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and complies with all applicable legislation. **The Council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

### 2.0 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)

2.1 The OHS Act covers inter alia "any work in connection with –

a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building.
b) the installation, erection or dismantling of machinery.
c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project.
d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

2.2 The OHS Act covers *inter alia* "any work in connection with -

a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building.
b) the installation, erection or dismantling of machinery.
c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project; and
d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

2.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure “B”, between the Employer and the Contractor in this contract are:

2.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
2.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.

2.3.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.

2.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.

2.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.

2.3.6 The Mandatory shall, before commencing or carrying out the work, inform the divisional inspector in writing of: -

a) the address of the premises on which such work will be carried out.
b) the nature of such work.
c) the date on which it is expected that such work will be commenced; and
d) the date on which it is expected that such work will be completed.

all in terms of Clause 15c of the GAR

2.3.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

## 3.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)

3.1 Contractors are required to register as employers in terms of the COID Act.
3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community-based labour.
3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

## 4.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)

4.1 Contractors are required to register as employers in terms of the LR Act.

4.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

## 5.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)

5.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

## 6.0 THE INCOME TAX ACT (ACT 58 of 1962)

6.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

## 7.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)

7.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

7.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

## 8.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)

8.1 Where work undertaken in connection with this contract falls within the meaning of "*kinds of work reserved for professional engineers*" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.

8.2 The Service Provider shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Service Provider shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

## 9.0 GENERAL CONDITIONS OF THE CONTRACT

The General Conditions of Contract will form part of this bid document and may not be amended.

## 10.0 NON-COMPLIANCE

10.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

10.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

## THE MSUNDUZI MUNICIPALITY

## DEFINITIONS

The following definitions apply: -

**"Council"** means The Msunduzi Municipality.

**"Head: Supply Chain Management"** means the Head: Supply Chain Management of the day of the Msunduzi Municipality or the Manager's duly appointed Representative.

**"Engineer"** means the Deputy Municipal Manager: Municipal Managers' Office of the day of the Msunduzi Municipality or the said Manager's duly appointed Representative.

**"Service Provider/Contractor**" means the person, firm, Service Provider or company whose tender has been accepted by the Msunduzi Municipality and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.

**"Special Conditions"** means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.

**"Drawings"** means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

**"Contract Document"** means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the final Letter of Final Acceptance.

**"Goods"** means the equipment, plant, vehicles, service or materials to be supplied in accordance with the Contract.

**"The Tender"** means the written offer made by the Service Provider to the Council.

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

**"SARS"** means the South African Revenue Services.

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

**SPECIFICATION**

## 1.0 SCOPE OF WORKS

1.1 The Municipality intends to appoint suitably qualified and experienced service providers to provide Enterprise-Wide Risk Management (ERM) services covering the full risk management cycle across all seven (7) Business Units.

The service provider shall support the Municipality in establishing, implementing, monitoring, reporting and continuously improving an integrated risk management system that is aligned with the Municipality's strategic objectives, IDP, SDBIP, operational plans, budget, governance arrangements and applicable legislative and regulatory requirements.

The services shall augment the capacity of the Municipal Risk Management Unit and shall not transfer management's accountability and ownership of risks to the service provider.

## 2.0 PROJECT CHAMPION

For any technical enquiries enquiries relating to the Specifications herein, please contact the Project Champion:

| | |
|---|---|
| **Name :** | Mr. G. Khanyile |
| **Office:** | Risk Management Unit |
| **Email address:** | gcinokuhle.khanyile@msuduzi.gov.za |
| **Contact no.** | 033 – 348 243 0/081 395 688 5 |

## 3.0 DETAILED SPECIFICATION

### 3.1 BUSINESS UNITS TO BE COVERED

The services shall cover the following seven (7) Business Units:

3.1.1 Corporate Services
3.1.2 Electricity Services
3.1.3 Infrastructure Services
3.1.4 Budget and Treasury
3.1.5 Community Services
3.1.6 Sustainable Development and City Entities
3.1.7 Office of the Municipal Manager

The service provider shall ensure that risk management is consistently applied across all Business Units while recognizing their different functions, risk profiles and service delivery responsibilities.

## 3.2 OBJECTIVES

The assignment shall seek to:

3.2.1 Strengthen the Municipality's enterprise-wide risk management capability and maturity.

3.2.2 Establish a consistent and integrated risk management methodology.

3.2.3 Identify and assess strategic, operational, financial, compliance, fraud, project, ICT, infrastructure, service delivery, reputational, environmental and emerging risks.

3.2.4 Facilitate in ensuring that risks are appropriately treated, monitored and escalated.

3.2.5 Integrate risk management into strategic planning, budgeting, performance management and decision-making.

3.2.6 Strengthen risk reporting to management and governance structures.

3.2.7 Improve risk culture, ownership and accountability.

3.2.8 Strengthen the capacity of municipal officials through training and knowledge transfer.

## 3.3 SCOPE OF SERVICES

The service provider shall provide services covering the **complete risk management cycle**.

### 3.3.1 Risk Governance, Framework and Methodology

The service provider shall:

3.3.1.1 Review and assess the existing risk management governance arrangements.

3.3.1.2 Review and/or update the Risk Management Framework including *inter alia* Policy, Strategy and Methodology

3.3.1.3 Review roles and responsibilities of management, Risk Management Unit, Risk Management Committee, Audit Committee, Internal Audit and other assurance providers.

3.3.1.4 Review risk taxonomy, risk classification, escalation criteria and reporting protocols.

### 3.3.2 Enterprise and Strategic Risk Assessment

The service provider shall facilitate an annual enterprise-wide and strategic risk assessment by:

3.3.2.1 Reviewing the IDP, SDBIP, strategic objectives, operational plans and other relevant planning documents.

3.3.2.2 Identifying strategic and enterprise-wide risks.

3.3.2.3 Assessing inherent and residual risk exposure.

3.3.2.4 Identifying key controls and assessing their effectiveness.

3.3.2.5 Identifying risk interdependencies and concentration.

3.3.2.6 Identifying risks outside approved risk appetite/tolerance.

3.3.2.7 Identifying emerging risks.

3.3.2.8 Developing and maintaining the Strategic and Enterprise Risk Registers.

### 3.3.3 Business Unit Risk Assessments

For each of the seven Business Units, the service provider shall:

3.3.3.1 Review Business Unit objectives, functions and key processes.

3.3.3.2 Facilitate risk identification and assessment workshops.

3.3.3.3 Develop, review and update Business Unit Risk Registers.

3.3.3.4 Assess inherent and residual risk.

3.3.3.5 Identify and assess existing controls.

3.3.3.6 Identify control gaps.

3.3.3.7 Develop risk treatment plans.

3.3.3.8 Assign risk owners and action owners.

3.3.3.9 Monitor implementation of mitigation actions.

3.3.3.10 Identify and escalate material and emerging risks.

### 3.3.4 Risk Categories

The risk management program shall, where relevant, cover:

3.3.4.1 Strategic risk;

3.3.4.2 Operational risk;

3.3.4.3 Financial risk;

3.3.4.4 Compliance and legal risk;

3.3.4.5 Fraud and corruption risk;

3.3.4.6 ICT and cybersecurity risk;

3.3.4.7 Project and programme risk;

3.3.4.8 Infrastructure and service delivery risk;

3.3.4.9 Business continuity and resilience risk;

3.3.4.10 Environmental and climate-related risk;

3.3.4.11 Reputational risk;

3.3.4.12 Human resource and skills risk; and

3.3.4.13 Emerging and other material risks.

### 3.3.5 Risk Analysis, Evaluation and Prioritisation

The service provider shall apply an approved Msunduzi Methodology covering:

3.3.5.1. Likelihood.

3.3.5.2. Impact.

3.3.5.3. Inherent risk.

3.3.5.4. Existing controls.

3.3.5.5. Control effectiveness.

3.3.5.6. Residual risk.

3.3.5.7. Risk velocity/proximity where appropriate.

3.3.5.8. Risk interdependencies.

3.3.5.9. Risk appetite/tolerance; and

3.3.5.10. Risk prioritization.

Risk ratings shall be supported by appropriate evidence and documented rationale.

### 3.3.6 Risk Appetite and Tolerance

The service provider shall support the Municipality to:

(i) Review and align Risk Appetite document,

(ii) Facilitate the process of establishing parametres;

(iii) Train management on how to use it.

3.3.6.1. Risk appetite statements;

3.3.6.2. Risk tolerance thresholds;

3.3.6.3. Alignment with strategic objectives;

3.3.6.4. Monitoring of exposure against appetite;

3.3.6.5. Identification of appetite/tolerance breaches; and

3.3.6.6. Escalation and reporting of breaches.

### 3.3.7 Risk Response and Treatment

For material risks, the service provider shall facilitate appropriate risk responses, including:

3.3.7.1. Avoidance;

3.3.7.2. Reduction/mitigation;

3.3.7.3. Transfer/sharing;

3.3.7.4. Acceptance; and

3.3.7.5. Exploitation/enhancement of opportunities, where applicable.

Risk treatment plans shall include:

3.3.7.6. Mitigation actions;

3.3.7.7. Responsible officials;

3.3.7.8. Due dates;

3.3.7.9. Required resources;

3.3.7.10. Milestones;

3.3.7.11. Target risk exposure; and

3.3.7.12. Evidence required to demonstrate implementation.

### 3.3.8 Control Assessment and Monitoring

The service provider shall assess controls associated with material risks, including:

3.3.8.1. Adequacy of control design;

3.3.8.2. Operating effectiveness;

3.3.8.3. Control ownership;

3.3.8.4. Control gaps;

3.3.8.5. Preventive, detective and corrective controls; and

3.3.8.6. Evidence of control performance.

The service provider shall **not perform the independent assurance responsibilities of Internal Audit**.

### 3.3.9 Project and Programme Risk Management

The service provider shall support risk management for major municipal projects and programs, including:

3.3.9.1. Project risk identification and assessment;

3.3.9.2. Project risk registers;

3.3.9.3. Cost, time, scope and quality risks;

3.3.9.4. Project interdependencies;

3.3.9.5. Mitigation plans;

3.3.9.6. Monitoring and reporting; and

3.3.9.7. Escalation of material project risks.

Material project risks shall be incorporated into the enterprise risk profile where appropriate.

### 3.3.10 Fraud and Corruption Risk Management

The service provider shall support:

3.3.10.1. Fraud and corruption risk assessments;

3.3.10.2. Fraud risk registers;

3.3.10.3. Identification of fraud scenarios and schemes;

3.3.10.4. Assessment of fraud controls;

3.3.10.5. Fraud risk treatment plans;

3.3.10.6. Monitoring of fraud mitigation actions; and

3.3.10.7. Integration of material fraud risks into the enterprise risk profile.

### 3.3.11 Integration with Municipal Planning and Performance

The service provider shall facilitate integration of risk management into:

3.3.11.1. IDP;

3.3.11.2. SDBIP;

3.3.13.3. Strategic and operational planning;

3.3.11.4. Budgeting;

3.3.11.5. Performance management;

3.3.11.6. Project management;

3.3.11.7. Procurement planning; and

3.3.11.8. Major management decisions.

Risk assessments shall be linked to municipal objectives and performance outcomes.

### 3.3.12 Risk Management Maturity and Continuous Improvement

The service provider shall:

3.3.12.1. Conduct an initial risk maturity assessment.

3.3.12.2. Establish a risk maturity baseline.

3.3.12.3. Develop a Risk Management Maturity Improvement Plan.

3.3.12.4. Conduct periodic maturity assessments.

3.3.12.5. Identify gaps and improvement opportunities.

3.3.12.6. Monitor implementation of improvement initiatives.

### 3.3.13 Risk Culture, Training and Capacity Building

The service provider shall implement risk awareness and capacity-building programme covering relevant municipal officials, including:

3.3.13.1. Senior Management;

3.3.13.2. Business Unit Managers;

3.3.13.3. Risk Owners;

3.3.13.4. Action Owners;

3.3.13.5. Risk Champions;

3.3.13.6. Risk Management Committee members; and

3.3.13.7. other relevant officials.

### 3.3.14 Risk Management Tools

The service provider shall:

3.3.14.1. Review existing risk management tools and templates.

3.3.14.2. Standardize risk registers, assessment tools, dashboards and reporting templates.

3.3.14.3. Recommend appropriate risk management technology where required.

3.3.14.4 Support implementation or migration to an electronic risk management system, where applicable.

3.3.14.5. Ensure that risk information is appropriately maintained and accessible to authorized municipal officials.

## 3.4 MINIMUM DELIVERABLES

The service provider shall, at minimum, deliver:

| No. | Deliverable | Frequency |
|---|---|---|
| 1. | Inception Report and Detailed Work Plan | Once |
| 2. | Risk Management Diagnostic/Maturity Assessment | Once |
| 3. | Risk Management Framework/Methodology Review | Once |
| 4. | Strategic Risk Assessment | Once |
| 5. | Enterprise Risk Register | Once |
| 6. | Seven Business Unit Risk Registers | Once |
| 7. | Risk Dashboards | Once |
| 8. | Risk Treatment/Mitigation Plans | Once |
| 9 | Risk Appetite/Tolerance Monitoring | Once |
| 10. | Emerging Risk Assessment | Once |
| 12. | Fraud Risk Assessment | Once |
| 13. | Project Risk Assessments | As required |

| | | |
|---|---|---|
| 14. | Risk Management Committee Reports | As Required |
| 15. | MANCO/Senior Management Risk Reports | As required |
| 16. | Audit Committee/Council Risk Inputs | As required |
| 17. | Risk Mitigation Action Monitoring | Once |
| 18. | Training and Awareness Programme | Once |
| 19. | Risk Maturity Improvement Plan | Once |
| 20 | Annual Enterprise Risk Management Report | Once |

### 3.5 SERVICE DELIVERY MODEL

The service provider shall operate as a technical and advisory extension of the Municipal Risk Management Unit.

The Municipality shall retain responsibility for:

3.5.1. Risk ownership;

3.5.2. Management decisions;

3.5.3. Implementation of controls;

3.5.4. Implementation of mitigation actions;

3.5.5. Acceptance of residual risk; and

3.5.6. Accountability for risk management.

The service provider shall provide:

3.5.7 Technical expertise;

3.5.8. Facilitation;

3.5.9. Risk analysis;

3.5.10. Coordination:

3.5.11. Monitoring;

3.5.12. Reporting;

3.5.13. Advisory support; and

3.5.14. Capacity building.

The service provider shall deploy suitably qualified personnel and sufficient resources to support all seven Business Units.

### 3.6 KNOWLEDGE TRANSFER AND HANDOVER

The service provider shall ensure that the Municipality develops sufficient internal capability to sustain the risk management process.

The service provider shall:

3.6.1. Mentor Risk Management personnel;

3.6.2. Transfer methodology, tools and knowledge;

3.6.3. Provide practical on-the-job training;

3.6.4. Document processes and procedures;

3.6.5. Maintain complete risk management records; and

3.6.6. Conduct a formal handover at the end of the contract.

All risk registers, reports, tools, records and other work products developed specifically for the Municipality shall remain the property of the Municipality.

**3.7 EXPECTED OUTCOME**

The assignment is expected to result in an integrated, sustainable and mature enterprise-wide risk management system that:

3.7.1. Covers all seven Business Units;

3.7.2. Provides a reliable enterprise risk profile;

3.7.3. Supports informed management decision-making;

3.7.4. Links risks to municipal objectives and performance;

3.7.5. Provides effective monitoring and escalation;

3.7.6. Strengthens risk governance and accountability;

3.7.7. Improves risk culture and maturity;

3.7.8. Supports proactive management of emerging and material risks; and

3.7.9. Provides management and governance structures with timely, accurate and decision-useful risk information.

**3.8 COMPLETE RISK MANAGEMENT CYCLE**

The appointed service provider shall demonstrate capability across the entire risk management cycle:

**Governance → Planning → Identification → Analysis → Evaluation → Risk Appetite → Response/Treatment → Control Assessment → Implementation → Monitoring → Reporting → Escalation → Review → Assurance Coordination → Continuous Improvement.**

**4.0 <u>CONTRACT PERIOD</u>**

4.1 The contract period will run for three (3) years from the date of signing the service level agreement.

## 5.0 PLACE OF DELIVERY

5.1 Services should be provided in all municipal offices and offices of the entities of the municipality. The services shall be delivered to the Chief Risk Officer within the delivery timeframes and shall be communicated on a risk management assignment basis from time to time.

5.2 The Service Provider must be able to commence with duties within ten (10) working days from the date of signing a service level agreement.

## 6.0 NON-COMPULSORY TENDER BRIEIFING

6.1 A non-compulsory **Tender Briefing Meeting** will be held on **Tuesday, 15 December 2026,** at the **Auditorium 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg,** commencing at **10h00**.

## 7.0 INSURANCES REQUIRED

7.1 Professional indemnity insurance.

## 8.0 RETENTION AND SURETIES

8.1 Not Applicable.

## 9.0 PENALTIES

9.1 Invoices for work not completed or of poor quality will not be paid for. In case of a delay in the delivery of the service, an assessment will be done on the root cause and a decision made based on the findings. Any delays on the part of the Service Provider(s) will result in a penalty of one percent (1%) of the total fee of an assignment per day which will be deductible from the invoice.

## 10.0 COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC

10.1 All works to be undertaken under this contract shall be compliant in accordance and/or governed by the following Legislation and Regulations:

(1) The Occupational Health and Safety (OHS) Act (Act No. 85 of 1993)
(2) The Compensation for Occupational Injuries and Diseases (COID) Act (Act No. 13 of 1993)
(3) The Labour Relations Act (Act No. 66 of 1995)
(4) The Basic Conditions of Employment (BCE) Act (Act No. 3 of 1983)
(5) The Income Tax Act (Act No. 58 of 1962)
(6) The Value Added Tax (VAT) Act (Act No. 89 of 1991) Section 17 permissible deductions of input tax.
(7) The Municipal Finance Management Act (MFMA) (Act No. 56 of 2003)
(8) The Msunduzi Municipality's Bylaws
(9) Registration with the Institute of Risk Management South Africa
(10) Risk Management best practices

## 11.0 DEFECTS LIABILITY PERIOD

11.1 Not Applicable.

## 12.0 DRAWINGS

12.1 Not Applicable.

## 13.0 INSPECTION OF CONTRACTOR'S PREMISES

13.1 The Municipality reserves the right to inspect the Contractor's premises, upon reasonable notice where applicable, throughout the duration of the contract to ensure compliance with all contractual terms and conditions.

## 14.0 ESCALATION

14.1 The rates herein will remain firm for the first year and thereafter subject to escalation as per Consumer Price Index (CPIX) in the second and third year.

## 15.0 MANDATORY REQUIREMENTS

15.1 The table below lists the Mandatory requirements:

| No. | Description of Mandatory Requirement | Bidder Capacity Trait to be tested by the Mandatory Requirement | Custodian/Principal of Mandatory Requirement | Documentary proof: NB: Commissioner of Oaths required by law or Other verification method possible |
|---|---|---|---|---|
| 1. | The directors, members, Chairperson, Chief Executive, management and nominated or assigned staff to undertake the project must not have a criminal record relating to fraud, corruption, mismanagement, maladministration, theft, tax related conviction and resigned pending the disciplinary action or criminal investigation pertaining to areas mentioned above and must not have been declared insolvent or under sequestration | Cleared, not tainted and implicated in the areas mentioned under mandatory description | Bidder | A sworn affidavit, duly commissioned, confirming that the directors, members, Chairperson, Chief Executive Officer, management, and all staff nominated or assigned to undertake the project do not have any criminal record relating to fraud, corruption, mismanagement, maladministration, theft, or tax-related offences. The affidavit must further confirm that none of these individuals has resigned while subject to disciplinary proceedings or criminal investigation in respect of the aforementioned matters, and that none has been declared insolvent or placed under sequestration. |
| 2. | Team Leader possessing relevant post graduate qualification in: | An NQF 8 Post graduate qualification or above Qualification | Bidder's Team Leader | Valid Certificate of the NQF 8 or above qualification in |

| | | | | |
|---|---|---|---|---|
| | • Enterprise Risk Management (ERM) or<br>• Internal Auditing or<br>• External Auditing | | | • Enterprise Risk Management (ERM) or<br>• Internal Auditing or<br>• External Auditing |
| 3. | The team leader must be certified in one of the areas: Certification in Risk Management Assurance or Certified Risk Management Practitioner or Certified Risk Management Professional or Certified Internal Auditor. | Certification in the relevant area of expertise | Bidder | Valid Active Certificate with applicable Institution at the time of the contract:<br>1. Institute of Risk Management South Africa or<br>2. Institute of Internal Auditors |

**The submission of all required documentation is mandatory. Any bidder who fails to provide the prescribed documents at the time of bid submission shall be disqualified from the procurement process.**

NB: the municipality reserves the right to verify the validity of the information submitted.

## 16.0 EVALUATION CRITERIA

The tender shall be evaluated on a Two Stage Evaluation System. Stage One: Functionality and Stage Two: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2022, issued in terms of Section 5 of the Preferential Procurement Policy Framework Act, Act No 5 of 2000 as follows:

### 16.1 STAGE 1: FUNCTIONALITY

| | **COMPANY EXPERIENCE ON COMPLETED PROJECTS** | | |
|---|---|---|---|
| **No.** | **Evaluation Criteria** | **Verification method** | **Points allocation** |
| 1. | Five or more completed projects | ***Tenderers must submit Reference letters consisting of the following:*** *Organizations' letterhead, Description of the* contract; time frame of the project; performance evaluation of the service provider (**was it satisfactory, was the project completed on time**); contact details of the respective referee; should be signed. | 30 |
| 2. | Four completed projects | | 20 |
| 3. | Three completed projects | | 10 |
| 4. | Two completed projects | | 5 |
| 5. | One completed project | | 3 |
| | **Subtotal Points** | | **30** |

| | KEY PERSONNEL | | |
|---|---|---|---|
| **No.** | **Evaluation Criteria** | **Verification method** | **Points Allocation** |
| 1. | Team Leader experience post NQF 8 qualification in any of the following areas:<br><br>1. Risk Management or Internal Auditing | Tenderers must submit a cv showing relevant experience to claim points. | > 10 years -15 pts<br><br>≥ 6 but ≤ 10 years – 10pts<br><br>≥ 3 but < 6 years -5pts<br><br>Less than 3 – 0pts<br>**Total = 15 Points** |
| 2. | Senior Risk Specialist experience in any of the following areas:<br><br>1. Risk Management or Internal Auditing | Tenderers must submit a cv showing relevant experience to claim points. | > 10 years -15 pts<br><br>≥ 6 but ≤ 10 years – 10pts<br><br>≥ 3 but < 6 years -5pts<br><br>Less than 3 – 0pts<br><br>**Total = 15 Points** |
| 3. | Risk analyst experience in any of the following areas:<br><br>1.Risk Management or<br>Internal Auditing | Tenderers must submit a cv showing relevant experience to claim points. | > 5 years - 15 pts<br><br>≥ 3 but ≤ 5 years – 10pts<br><br>≥ 1 but < 3 years -5pts<br><br>Less than 1 – 0pts<br><br>**Total = 15 Points** |
| 4. | The Team leader, Senior risk specialist and Risk analyst should be in good standing with any of the following IRMSA and IIA SA,<br><br>Membership at the CRM Prac or CRM Prof in risk management and CIA for internal auditing | Tenderers must submit membership certificates in any of the following IRMSA or IIA SA. | Team leader Membership- 5pts<br><br>Senior risk specialist - 5pts<br><br>Risk analyst membership - 5pts<br><br>**Total = 15 Points** |
| | **Maximum points** | | **90 points** |
| | **Minimum Threshold** | | **75 points** |
| | **THE TOTAL NUMBER OF POINTS IS 90 AND THE MINIMUM THRESHOLD IS 75 POINTS TO MOVE TO THE NEXT STAGE.** | | |

NB: the municipality reserves the right to verify the validity of the information submitted

16.2 **STAGE 2: Specific Goals - 80/20 in line with PPPFA 2022**

The contract shall thereafter be adjudicated on the 80/20 specific goals, where:

**Price = 80 Points**
**Specific goals = 20 Points**

**TOTAL 100 Points**

| Specific Goals | BASIS OF POINTS ALLOCATION | Verification Methods | Maximum Points |
|---|---|---|---|
| Black Owned Enterprise (BOE) | Black Owned Enterprise (BOE)" in this context refers to a "black-owned enterprise" with at least 51% South African black ownership and/or more than 51% management control by South African black people | Central Supplier Database (CSD) or Companies and Intellectual Property Commission (CIPC) | 10 |
| Business Enterprise Owned by Women | A woman-owned business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (**51%**) owned and controlled by one or more women; or, in the case of any publicly owned business, at least fifty-one percent (**51%**) of the stock of which is owned and controlled by one (1) or more women and whose management and daily business operations are under the control of one (1) or more women. | Central Supplier Database (CSD) or Companies and Intellectual Property Commission (CIPC)) | 5 |
| Location of a Business Enterprise | A place or structure occupied by a firm or enterprise to run its operations. This includes any structure or establishment used in conducting a business within the Msunduzi Municipality jurisdiction | Utility Bill or Lease agreement document | 5 |
| **Total Preference Points (Specific Goals)** | | | **20** |

**17.0 ANY OTHER IMPORTANT INFORMATION**

17.1 The successful tenderer(s) will ensure that copyright in any document produced, and the patent rights or ownership of reports and working paper files, any system or process designed or devised by the tenderer(s) in the course of the risk management services is vested in the municipality.

17.2 The appointed Service Provider(s) may not recruit or shall not attempt to recruit an employee of the principal for purposes of preparation of the tender or for the duration of the execution of this contract or any part thereof.

17.3 The municipality reserves the right to review qualifications and experience and/or conduct interviews and appropriate tests of proposed staff members in order to determine suitability and the results thereof may be used to allocate scores for demonstrable capabilities. Such right is not limited to the evaluation and adjudication process but may be applicable during the duration of the contract.

17.4 The successful Service Provider(s) shall sign a Service Level Agreement with the Msunduzi Municipality.

17.5 Should there be a need to replace the Team Leader at any time during the contract, he/she should be replaced by the equally qualified, experienced and certified individual.

17.6 The contract shall only be awarded if at least two (2) bidders are deemed responsive and qualify for award in accordance with the stipulated requirements and evaluation criteria.

17.7 The Municipality intends to appoint a panel comprising a maximum of five (5) qualifying service providers for the duration of the contract

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

**PRICING SCHEDULE**

**Estimated Hourly Rates for Adjudication Purposes**

The Municipality reserves the right to conduct a market price analysis to verify that the prices quoted are competitive, reasonable, and market-related, and may reject any bid with prices deemed excessive or unrealistic.

| No. | Resource Type | Rate per Hour (Excl. VAT) |
|---|---|---|
| **1.** | **Team Leader** | |
| 2. | Senior Risk Specialist | |
| 3. | Risk Analyst | |
| | **Total** | |

**Note:**

When submitting this tender, tenderers are advised that regardless of the VAT status of being a VAT or non VAT vendor, the price must include for VAT.

Further to the above, the price shall be deemed to be VAT inclusive regardless of whether the tenderer is a VAT vendor or not.

**SIGNED ON BEHALF OF THE TENDERER:**

Name of Tenderer……

Name of Signatory……

Capacity of Signatory……...

Signature …….. Date ……...

## THE MSUNDUZI MUNICIPALITY

## CONTRACT No. SCM 26 OF 26/27

## ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES

## DATA SHEET 1: INVITATION TO BID DOCUMENT

### PART A

| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY** | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | SCM 26 OF 26/27 | CLOSING DATE: | 26 JANUARY 2027 | CLOSING TIME: | 12H00 |
| DESCRIPTION | ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES | | | | |
| **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM** | | | | | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX AT:

| MSUNDUZI MUNICIPALITY'S CENTRAL STORES |
|---|
| 2 ABATTOIR ROAD ( OFF KERSHAW STREET) |
| PIETERMARITZBURG |
| 3201 |
| (Coordinates -29.6126297;30.3610014) |

| **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: | |

| | | | |
|---|---|---|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐ No<br>[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 | SCM Unit | CONTACT PERSON | Gcinokuhle Khanyile |
| CONTACT PERSON | VUYANI MSIMANG | TELEPHONE NUMBER | 033 348 2430 |
| TELEPHONE NUMBER | 033 – 392 2807 | FACSIMILE NUMBER | N/A |
| FACSIMILE NUMBER | n/a | E-MAIL ADDRESS | SEE BELOW |
| E-MAIL ADDRESS | vuyani.msimang@msunduzi.gov.za | Gcinokuhle.khanyile@msunduzi.gov.za | |

## PART B

| | |
|---|---|
| **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: ……

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

**DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT**

I/We*, the undersigned, am/are* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or .....

Full Name of Signatory: .....

Capacity of Signatory: .....

Signature: .....

Date: .....

**Witnesses**:-

(1) Full Name: .....

Signature: .....Date.....

(2) Full Name: .....

Signature: .....Date.....

***** ***Delete whichever is inapplicable or complete as indicated if none are applicable.***

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

## DATA SHEET 3: DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal Fees of ***(Full Name of Tenderer)***

_____

_____

Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees:-

| **DESCRIPTION** | **ACCOUNT No.** |
|---|---|
| Electricity | _____ |
| Water | _____ |
| Rates | _____ |

***(Attach a copy of the current Utility Bill)***

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

***NB: If the Contractor is leasing the premises, a copy of the Lease Agreement must be submitted for adjudication purposes.***

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of:- .....

Physical Address.....

.....

Signature……..Date……..……

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

## DATA SHEET 4: 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 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 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 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.

‘’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**

3.10.1If 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 STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

…….. ……..

Signature Date

……..... …….

Position Name of Bidder

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

## DATA SHEET 5: 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?<br><br>(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).<br><br>**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)?<br>**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: | | |
| 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, (NAME**) ……

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**
**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

…….. ……..
Signature Date

……..... …….
Position Name of Bidder

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

## DATA SHEET 6: 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 *per se* prohibited 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 |

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

**DATA SHEET 7: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

**For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:**

***** Delete if not applicable

1. Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

……..

……..

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

……

…….....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

3.1 If yes, furnish particulars

……

……

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*__YES / NO__

4.1 If yes, furnish particulars

……

……

## CERTIFICATION

**I, THE UNDERSIGNED, (NAME**) ……

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

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

…….. ……..
Signature Date

……..... …….
Position Name of Bidder

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

**TENDER FORM**

The Municipal Manager
City Hall
PIETERMARITZBURG
3201

Dear Sir,
Having examined the Conditions of Tender, Specifications, Tender, Legislation and Drawings of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Conditions of Tender, Specifications, Tender, Legislation and Drawings, save as amended by any modifications as set out in Annexure "A" herein, for the prices as indicated on the Bill of Quantities herein, the **Bill of Quantities Sum Total (Including VAT)** being as follows:
R _____

In Words _____

In the event of there being any errors of extension or addition to the prices in the Bill of Quantities, I/we agree to their being corrected, the unit prices being taken as correct.

I/We agree to undertake the works within the time frames as stated in this contract document. I/We certify that I/we have satisfied myself/ourselves that the particulars inserted on all required Affidavits (if applicable) are complete and correct.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation section of this document.

I/We are registered VAT vendors and my/our VAT vendor registration number is:

_____

I/We are formally associated by written agreement with the following firms, corporations or companies:

_____
(Enter Nil if no affiliations)

I/We are fully paid-up members in good standing of the following organisation(s):

_____
(Enter Nil if no affiliations)

I/We bank at the _____

Branch of _____

Where I/we have a _____ account.

Tender Deposit Receipt No. _____
(Include a copy of the Tender Deposit Receipt only if purchased at the Municipality)

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details. It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the highest or any tender and acknowledge that the Head: Supply Chain Management may, in her absolute discretion if good and sufficient grounds are brought to her attention in writing within five (5) working days from the date of closing of tenders, decline to consider my/our offer.

I/We, the undersigned, warrants that I am/We are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Msunduzi Municipality in addition to any remedies, it may have: may:-

i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of.....

Physical Address.....

.....

SIGNATURE.....DATE.....

**ANNEXURE "A"**

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

**ALTERATIONS BY TENDERER**

| PAGE | SECTION OR ITEM | PROPOSED DEPARTURE/MODIFICATION |
|---|---|---|
| | | |

SIGNATURE.....DATE.....
.

**ANNEXURE "B"**

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

**OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)**

**SECTION 37(1)**

*Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –*

*(a) in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*

*(b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*

*(c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

*the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.*

**SECTION 37(2)**

*The provisions of subsection (1) shall "mutatis mutandi" apply in the case of a mandatary of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.*

## ACCEPTANCE BY MANDATORY

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993,

I, _____

(Name of PRINCIPAL CONTRACTOR / Representative) acting for and on behalf of

_____

(Name of PRINCIPAL CONTRACTOR / Company) undertake to ensure that the requirements and provisions of the Health and Safety Specifications issued by the client at the following site:

_____

(Name of Site) are complied with in the following manner:

- To produce, review, monitor and enforce a Health and Safety Plan which has been approved by the Client, an Agent for the Client or a Principal Contractor;
- To include a risk assessment in the Health and Safety Plan which identifies all hazards pertaining to the project;
- To ensure that all relevant documentation required by the Occupational Health and Safety Act and Regulations, including the Construction Regulations, the Compensation for Occupational Injuries and Diseases Act as well as any other statutory laws as amended from time to time is available on site in the health and safety file;
- Enforce precautionary measures stipulated in the risk assessments.

The person signing this agreement confirms that he/she has the authority to so sign and to bind his/her employer, the said Contractor.

Signature: _____ Date: _____

(on behalf of PRINCIPAL CONTRACTOR)

Signature: _____ Date: _____

(CLIENT- Msunduzi Municipality)

Print Name: _____

(Name of CLIENT Representative)

**ANNEXURE "C"**

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

---

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- 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 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference Point System shall be applicable.

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 The maximum points for this bid are allocated as follows:

| | **POINTS** |
|---|---|
| **PRICE** | **80** |
| **SPECIFIC GOALS** | **20** |
| **Total points for Price and Specific Goals must not exceed** | **100** |

1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals, if the bidder did not submit proof or documentation required to claim for specific goals 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 bid 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) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(b) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(c) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(d) "**highest acceptable tender"** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;

(e) **"lowest acceptable tender"** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;

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

(g) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(h) **"Rand Value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation;

(i) **"specific goals"** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

(j) **"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;

(k) **"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;

## 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**

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

Where: -

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

### 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**

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

Where: -

Ps = Points scored for price of bid under consideration

Pt = Price of bid 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.

4.2 For the purpose of this tender points will be allocated in accordance with the specific goals as outlined in the Tender Document specification and must be supported by proof / documentation stated therein.

4.3 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

## 5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....……%?

ii) The name of the sub-contractor……

……

iii) Whether the sub-contractor is an EME or QSE

***(Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

| **Designated Group: An EME or QSE which is at last 51% owned by:** | **EME** √ | **QSE** √ |
|---|---|---|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Co-operative owned by black people | | |
| Black people who are military veterans | | |
| **OR** | | |
| Msunduzi EME | | |
| Msunduzi Manufacturing Enterprise | | |
| Location of a Business Enterprise | | |

## 6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm…….

6.2 VAT registration number……

6.3 Company registration number……

6.4 **TYPE OF COMPANY/ FIRM**

- □ Partnership/Joint Venture / Consortium
- □ One-person business/sole propriety
- □ Close corporation
- □ Company
- □ (Pty) Limited
- □ Non-Profit Company

***[TICK APPLICABLE BOX]***

6.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

……
……
……
……

6.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

***[TICK APPLICABLE BOX]***

6.7 **MUNICIPAL INFORMATION**

Municipality where business is situated…..……...……

Registered Account Number: ……...……

Stand Number: ……...……

6.8 Total number of years the company/firm has been in business……

6.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I / we 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 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser 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 purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

**WITNESSES:**

1. ……...……

2. …….....……

……
……

**SIGNATURE(S) OF BIDDER(S)**

**DATE**:……....

**ADDRESS**: ….....……...

.....……

……...

**ANNEXURE "D"**

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

**TAX CLEARANCE CERTIFICATE**

Please attach hereto a Tax Compliance Status Verification Pin issued by SARS as required in terms of Regulation 16 of the Preferential Procurement Regulations, 2001

**ANNEXURE "E"**

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

**CIPC REGISTRATION CERTIFICATE**

Please attach hereto proof of registration with the Companies and Intellectual Property Commission (CIPC)

**ANNEXURE "F"**

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

**CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT**

Please attach hereto proof of registration with the Central Supplier Database (CSD)

**ANNEXURE "G"**

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 26/27**

**ESTABLISHMENT OF A PANEL OF SERVICES PROVIDERS TO SUPPORT RISK MANAGEMENT FUNCTION ON RISK MANAGEMENT ACTIVITIES**

**COMPACT DISC (CD) OR USB-FLASH DRIVE**

The Compact Disc (CD) or USB-Flash Drive should be submitted in a sealed envelope and attached hereto.

The Disc(CD) or USB -flash drive may assist both Municipality and bidders in case of dispute with regards to the contents of the bid submitted, the scanned copy may serve as the secondary verification method.

**SIGNED ON BEHALF OF THE SERVICE PROVIDER:**

Name of Service Provider …….

Name of Signatory: ……

Capacity of Signatory: ……

Signature …….. Date ……

**All literature and attachments submitted must be securely attached to the tender.**
**The Council shall not be held liable for any loss or damages sustained due to the Service Provider's failure to comply with this condition.**