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Tel: +27 (0)39 254 6000  
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Web : www.umzimvubu.gov.za



813 Main Street , Mount Frere  
P/ Bag 9020, M t Frere , 5090  
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**UMZIMVUBU**  
LOCAL MUNICIPALITY

**BID NO: UMZ/2023-24/ OMM/RFQ/007**  
**SERVICE PROVIDER TO ASSIST IN DEVELOPING OF RISK APPETITE AND TOLARAN**  
**FRAMEWORK.**

**NAME OF BIDDER:**.....

**TENDER AMOUNT** .....

**CSD NUMBER:** .....

Prepared by:  
Umzimvubu Local Municipality  
Sophia  
Location(NewOffices)  
Kwa-Bhaca  
5090  
Tel: (039) 255 8500

<b>BID CLOSING DATE</b>	<b>19 March 2024</b>
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## UMZIMVUBU LOCAL MUNICIPALITY

### SERVICE PROVIDER TO ASSIST IN DEVELOPING OF RISK APPETITE AND TOLARAN FRAMEWORK: UMZ/2023-24/OMM/RFQ/007

Duly completed bids and supporting documents must be deposited in the bid box situated at the Supply Chain Management Office New Municipal Offices (Sophia Location), Kwa-Bhaca 5090 not later than **12:h00 on the 19 March 2024.**

### Enquiries

Technical enquiries: Ms. T. Novukela at [Novukela.Thabisile@umzimvubu.gov.za](mailto:Novukela.Thabisile@umzimvubu.gov.za) and Telephone No: 039 255 8500. Supply Chain Management enquiries: Mr. Themba Mbukushe email: [Mbukushe.Themba@umzimvubu.gov.za](mailto:Mbukushe.Themba@umzimvubu.gov.za)

Bids will remain valid for a period of 90 days after the closing date. Bids received after the closing date and time will not be considered. Umzimvubu Local Municipality does not bind itself to accept the lowest or any other bid in whole or in part.



**UMZIMVUBU**  
 LOCAL MUNICIPALITY

**LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF BID DOCUMENT**

<b>1.</b>	Advertisement		
<b>3.</b>	Invitation to Bids	<b>MBD 1</b>	
<b>5</b>	Pricing Schedule – Firm Prices (Purchases)	<b>MBD 3.1</b>	
<b>7.</b>	Declaration of Interest	<b>MBD 4</b>	
<b>8.</b>	Specific Goals	<b>MBD 6.1</b>	
<b>9.</b>	Declaration of past supply chain Management practice	<b>MBD 8</b>	
<b>11.</b>	Certificate Of Independent Bid Determination	<b>MBD 9</b>	
<b>12.</b>	Company registration certificate		
<b>13.</b>	Tax Clearance certificate or pin		
<b>14.</b>	BBBEE Certificate		
<b>15.</b>	Rates and Taxes		
<b>16.</b>	Very important notice of disqualifications		
<b>17.</b>	<i>Specification</i>		

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813 Main Street , Mount Frere  
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**ADVERTISING DATE: 12 March 2024**

**UMZ/2023-24/OMM/RFQ/007**

**SERVICE PROVIDER TO ASSIST IN DEVELOPING OF RISK APPETITE AND TOLARAN FRAMEWORK.**

Bidders are hereby invited to submit proposals/Quotations for service provider to assist in developing of risk appetite and tolaran framework as per specification.

**MANDATORY DOCUMENTS TO BE SUBMITTED FAILURE TO DO SO WILL LEAD TO BE NON RESPONSIVE.**

Umzimvubu Local Municipality Supply Chain Management will apply. A confirmation from SARS with a verification pin, copy of company Registration/Founding Statement/CIPC Documents. JV Agreement for Joint venture. 80/20 evaluation criteria where 20 points will be allocated to specific goals:10 points to 100% black ownership,5 points to 100% female ownership and 5 points to 100% youth ownership. Prices quoted must be firm and must be inclusive of VAT for vat vendors. Original Certified ID Copies of Managing Directors/ Owners. CSD Registration, Invitation to bid, properly filled and signed MBD forms 1, 4,6.1, 8 and 9 are compulsory submission and Billing Clearance certificate or Statement of Municipal Accounts or proof of residence with signed declaration or lease agreement. Certified copies of Certificates must not be later than 90 days of closing date, bidders must use or submit quotation documents prepared and issued by the municipality. **No faxed, e-mailed and late tenders will be accepted.** Umzimvubu Local Municipality reserves the right not to appoint and value for money will be the key determinant. All quotation must be deposited in the quotation box situated at **Umzimvubu Local Municipality Offices at SCM office New Municipal Offices (Sophia Location), Mt Frere (-30.902555,28.992615)** not later than **12h00** noon on **19 March 2024**. All tenders must be clearly marked "Name of the project or Reference number". All service providers must be registered on CSD and submit proof. The municipality will not make award any award to a person or persons working for the state.

**Enquiries:** All technical enquiries may be directed to Ms.T. Novukela & Mr T Mbukushe (SCM Manager) 039 255 8500  
[Mbukushe.Themba@umzumvubu.gov.za](mailto:Mbukushe.Themba@umzumvubu.gov.za)

Other enquiries regarding this Bid may be directed to the office of the Municipal Manager:

**Attention: Mr G.P.T Nota**

**813 Main Street or P/Bag X9020**

**MT FRERE**

**5090**

**GPT NOTA (MUNICIPAL MANAGER)**



**UMZIMVUBU**  
 LOCAL MUNICIPALITY

**PART A  
 INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UMZIMVUBU LOCAL MUNICIPALITY)</b>	
BID NUMBER:	UMZ/2023-24/OMM/RFQ/007 CLOSING DATE: <b>19 March 2024</b> CLOSING TIME: 12:00
DESCRIPTION	<b>SERVICE PROVIDER TO ASSIST IN DEVELOPING OF RISK APPETITE AND TOLARAN FRAMEWORK.</b>
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>	

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

**UMZIMVUBU LOCAL MUNICIPALITY**  
 (Tender Box at the SCM Office)

**Sophia Location(New Offices)**

**Kwa-Bhaca**

**5090**

**Eastern Cape**

**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 [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain	CONTACT PERSON	Ms. T. Novukela
CONTACT PERSON	Mbukushe Themba	TELEPHONE NUMBER	039 255 8500
TELEPHONE NUMBER	039 255 8500	FACSIMILE NUMBER	-
FACSIMILE NUMBER	-	E-MAIL ADDRESS	<a href="mailto:Novukela.Thabisile@umzimvubu.gov.za">Novukela.Thabisile@umzimvubu.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:mbukushe.themba@umzimvubu.g">mbukushe.themba@umzimvubu.g</a>		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>			
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.		
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</b>		
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.		
<b>2. TAX COMPLIANCE REQUIREMENTS</b>			
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .		
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.		
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
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
<b>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.</b>			

**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: .....

**Form of Offer and Acceptance**

**Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**Bid Description**.....  
.....

**Bid number**.....

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**The offered total of the prices inclusive of Value Added Tax is:**

Amount in Words.....  
.....  
.....

**R**..... (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**Signature:** (of person authorised to sign the tender): .....

**Name:** (of signatory in capitals): .....

**Capacity:** (of Signatory): .....

**Name of Tenderer:** (organisation): .....

Address: .....

.....

Cell number: ..... email address: .....

**Witness:**

**Signature:** .....

**Name:** (in capitals): .....

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

Agreements and contract data (which includes this agreement)  
Pricing on a company letter head  
Scope of work  
Questionnaire

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....G.P.T Nota.....

Capacity ...Municipal Manager.....

**For the  
Employer**

UMZIMVUBU LOCAL MUNICIPALITY  
813 MAIN STREET  
MOUNT FRERE

Name and Signature .....

of witness ..... Date .....



## SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

1.     **Subject:**.....  
      **Details:**.....  
          .....
2.     **Subject:**.....  
      **Details:**.....  
          .....
3.     **Subject:**.....  
          .....  
      **Details:**.....  
          .....
4.     **Subject:**.....  
      **Details:**.....  
          .....
5.     **Subject:**.....  
      **Details:**.....  
          .....
6.     **Subject:**.....  
      **Details:**.....  
          .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE TENDERER:**

**Signature:**.....

**Name:**.....

**Capacity:**.....

**Tenderer:** *(Name and address of organisation)*

.....  
.....

**Witness:**

**Signature:** .....

**Name:**.....

**Date:**.....

**FOR THE MUNICIPALITY**

**Signature:**.....

.....

**Name:**.....

**Capacity:**.....

**Employer:**                    *(Name                    and                    address                    of                    organisation)*

.....

.....

**Witness:**.....

**Signature:**.....

**Name:**.....

**Date:**.....

# DECLARATION OF INTEREST

MBD4

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

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. ....

.....

\*MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or (f) An employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons

In the service of the state and who may be involved with

The evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

\_\_\_\_\_

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

3.11.1 If yes, furnish particulars

.....  
 .....

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

3.12.1 If yes, furnish particulars.

.....  
 .....

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

3.13.1 If yes, furnish particulars.

.....  
 .....

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

3.14.1 If yes, furnish particulars:

.....  
 .....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

## MBD 6.1

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

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

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

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#### 1. GENERAL CONDITIONS

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

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

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

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

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

- (a) Price; and
- (b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

#### 2. DEFINITIONS

(a) “**tender**” means a written offer in the form determined by an organ of state in response

to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80} \left( \mathbf{1 - \frac{Pt - P min}{P min}} \right) & \mathbf{or} & \mathbf{Ps = 90} \left( \mathbf{1 - \frac{Pt - P min}{P min}} \right) \end{array}$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black Owned		10		



100% Youth Owned		5		
100% Female Owned		5		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>
<p><b>SURNAME AND NAME:</b> .....</p>
<p><b>DATE:</b> .....</p>
<p><b>ADDRESS:</b> .....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

## 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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<sup>3</sup> 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 ) p r i c e s ;
  - ( 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

**VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:**

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - (a) who is in the service of the state, or;
  - (b) if that person is not a natural person, of which any 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 in respect of contract that would cause a conflict of Interest.
7. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector
8. Bid offers will be rejected if the bidder has abused the Umzimvubu Local Municipality Supply Chain Management System.
9. Failure to complete and sign the certificate of independent determination or disclosing of wrong information. Failure to submit the above will lead to immediate disqualification.



## TERMS OF REFERENCE

### **UMZIMVUBU LOCAL MUNICIPALITY RISK APETITE, TOLERANCE AND RISK BEARING CAPACITY FRAMEWORK- 2023/24**

#### **INTRODUCTION OF THE PROJECT**

Umzimvubu Local Municipality has a legislative mandate to provide infrastructure, and quality services delivery in line with ULM Approved IDP to its residents amid other deliverables. This mandate inherently gives rise to uncertainties which translate into risks. It is not always efficient or possible to manage risks to zero residual risk or a very low residual risk threshold because of the time, cost and effort that will be required, and which could result in the cost-benefit dynamics to become skewed. On the other hand, it is also poor management practice to accept risks which create unnecessary exposure for the municipality.

Risk appetite is simply defined as the level of risk the municipality is willing to accept in the pursuit of its strategic objectives whilst risk tolerance is defined as amount of risk the municipality is prepared to bear above the risk appetite in pursuit of its strategic objectives. The concept of risk appetite and risk tolerance are often used interchangeably, but they have distinctly different meanings. Risk tolerance encompasses the broadest expression of risk an organization is willing to assume in executing its strategy. Risk appetite offers a pragmatic view of risk tolerance. On the other hand, risk bearing capacity is the capacity that the municipality must be able to absorb/deal with risks once they materialize. Risk bearing capacity is the ability to absorb additional risk-based volatility without detrimental effects/negative impact to key plans, strategies, operational and financial resources of the municipality.

Risk appetite and tolerance is a core consideration in embedding effective enterprise risk management approach and principles. The process will assist the municipality in meeting its mandate and expectations imposed by corporate governance standards, key stakeholders including the public. The framework will provide the basis to clearly state the general principles for the municipality's risk taking, raise risk awareness across the organization, and to guide the staff regarding acceptable and unacceptable behavior.

Therefore, the framework will help the municipality better manage and understand its risk exposure, make informed risk-based decisions, allocate resources, and understand risk/benefit trade- offs, and improve transparency for stakeholders and regulators.

To enable Umzimvubu Local Municipality to benefit from a well composed and structured risk appetite statement and tolerance levels, ULM seeks to obtain the services of suitably service provider to assist with developing a Comprehensive and tailored Risk Appetite, Tolerance, and Risk-Bearing Capacity Framework. The service provider is also expected **to transfer skills to Umzimvubu Local Municipality** staff in relation to the framework that will guide the municipality in making informed decisions related to risk-taking, risk mitigation, and strategic planning, ultimately contributing to improved governance and sustainability.

The service provider will closely work with the Internal Audit Manager and Risk Officer in relation to the developing a Comprehensive and tailored Risk Appetite, Tolerance, and Risk-Bearing Capacity Framework.

#### **AIM OF THE PROJECT**

Bids are invited from suitably qualified professional service providers to prepare and submit proposals to of this project and the purpose of this project is to enhance the risk management capabilities of Umzimvubu

Local Municipality by developing a comprehensive framework for **defining and implementing risk appetite, tolerance, and risk-bearing capacity**. This framework will guide the municipality in making informed decisions related to risk-taking, risk mitigation, and strategic planning, ultimately contributing to improved governance and sustainability.

## 1. SPECIFICATIONS/ SPECIF OBJECTIVES

A well- managed and coordinated project that will deliver the following:

- Evaluate the existing risk management processes, policies, and practices within the municipality to understand the current state of risk management.
- Engage key stakeholders, including municipal officials, department heads, and relevant external partners, to gather insights, expectations, and risk-related perspectives.
- Define clear and measurable risk appetite and tolerance levels that align with the municipality's strategic objectives, mission, and values.
- Determine the municipality's capacity to bear various types and magnitudes of risks, considering financial, operational, and reputational aspects.
- Create a concise and comprehensible risk appetite statement that communicates the acceptable level of risk-taking within the organization.
- Provide recommendations on how the developed risk appetite and tolerance framework can be integrated into the municipality's decision-making processes, including budgeting, strategic planning, and project prioritization.
- Formulate guidelines that specify the boundaries of acceptable risk within different areas and functions of the municipality.
- Design training programs for municipal staff to ensure they understand and can effectively implement the risk appetite, tolerance, and risk-bearing capacity framework.
- Develop reporting mechanisms and templates to monitor and report on risk exposure, compliance with risk tolerance levels, and actions taken to manage risks.
- Engage stakeholders for feedback and validation of the developed framework, making necessary adjustments and improvements as needed.
- Provide a finalized risk appetite, tolerance, and risk-bearing capacity framework, along with a detailed implementation plan that outlines the steps for integrating it into the municipality's risk management practices.
- Ensure knowledge transfer to internal staff or designated personnel who will be responsible for maintaining and implementing the framework in the long term.
- Assist the municipality in setting up a system for ongoing monitoring and evaluation to assess the effectiveness of the framework and recommend adjustments as the municipality's risk landscape evolves.

## 2. SCOPE OF WORK

In terms of assisting the municipality in developing Risk appetite, Tolerance, and Risk bearing capacity for the municipality the service provider is expected to:

- a) Conduct a thorough assessment of the municipality's current risk management practices, including a review of existing policies, processes, and risk management culture of the municipality.
- b) Perform an analysis to determine the ULM's capacity to bear different types and magnitudes of risks, considering financial, operational, and reputational aspects.
- c) Develop a comprehensive ULM framework for risk appetite, tolerance, and risk-bearing capacity that is tailored to the municipality's specific needs and context.
- d) Provide clear and well-documented risk appetite statements, tolerance guidelines, and risk-bearing capacity assessments.
- e) Design training programs for municipal staff to ensure they understand and can effectively implement the framework.
- f) Develop reporting mechanisms and templates to monitor and report on risk exposure, compliance with risk tolerance levels, and actions taken to manage risks.
- g) Set up a system for ongoing monitoring and evaluation to assess the effectiveness of the framework and recommend adjustments as needed.
- h) Operate in compliance with any relevant laws, regulations, and industry best practices.
- i) Ensure that all deliverables meet high-quality standards and are tailored to the municipality's unique needs.
- j) Engage with key stakeholders, including municipal officials, department heads, and other relevant parties, to gather input and insights into the municipality's risk landscape.
- k) Bring expertise in risk management and assist the municipality in defining clear risk appetite and tolerance levels that align with its strategic objectives.

## KEY OUTPUTS/PROJECT MILESTONES/DELIVERABLES

- a) Comprehensive and tailored Risk Appetite, Tolerance, and Risk-Bearing Capacity Framework, accompanied by an implementation plan, training materials, and monitoring mechanisms for Umzimvubu Local Municipality's enhanced risk management practices.
- b) Submit weekly progress to Internal Audit Manager & Risk Officer,
- c) Produce an assessment report, depicting the risk profile of the business units,
- d) Submit a close out report with recommendations to the Municipal Manager, Internal Audit Manager, and the Risk Officer.
- e) A well- managed and coordinated project that will deliver credible Risk Appetite, Tolerance, and Risk-Bearing Capacity Framework.

## 3. VALUATION CRITERIA

The proposals will be evaluated in two stages, namely:

- Stage 1- Functionality
- Stage 2- Price and Specific goals.

**Only Bidders who score 70% or more on stage 1 would be evaluated further and therefore eligible for the award.**

ITEM		WEIGHT
<b>Stage 1 of Evaluation – Functionality</b>		
Previous Experience		40
Capacity and Expertise		30
Methodology		30
Total		100%
<b>Price and Preference</b>		
Quotations will be evaluated according to the 80/20 Point System in compliance with Preferential Procurement Policy Act (5/2000) and Preferential Procurement Regulations 2022.		
Price		80%
Specific goals		20%
Total		100%
<b>Bidders will score Specific Goals as follows</b>		
Empowerment of Women	Attach ID Certified Copies of Directors Claiming Specific Goals; for Bidders to obtain full points the percentage of equity held must be 51% or more.	10
Black Owned Companies	Attach CK and ID Certified Copies of Directors Claiming Specific Goals; for Bidders to obtain full points the percentage of equity held must be 51% or more	10
<b>Total Scoring</b>		<b>100%</b>

**Breakdown of functionality:**

Functionality breakdown	Weight
<b>Previous Company relevant experience</b>	<b>40</b>
1-3 Municipality(s) and /or public/private sector (15 points)	
4-6 Municipalities and /or public/Private sector (25 Points)	
7 and above Municipalities and /or public/Private sector (40 points)	

NB: Please attach letter of reference confirming that the job has been successfully done.	
<b>Capacity and expertise to undertake the project</b>	<b>30</b>
<p>Experience of project team leader in risk management (10 years and more is equivalent to 30 points)</p> <p>Internal audit – CIA / equivalent / Internal audit qualifications/</p> <p>Risk Management - Certified Risk Management Practitioner (CRM Prac)/ Certified Risk Management Professional (CRM Prof)/Risk Management qualifications.</p> <p>ICT- CISA / equivalent</p> <p>(5 years to 9 years' experience is equivalent to 20 points)</p>	
<b>NB: Attach proof of qualifications, registration with professional bodies; facilitator's qualifications and experience, to claim the above points.</b>	
<b>Methodology</b>	<b>30</b>
Brief and clear proposal indicating clear understanding of requirements as set out in Terms of Reference	

4. PROJECT MANAGEMENT

The Service Provider will work very closely with the Municipality Internal Audit Manager and Risk Officer as the designated Project Managers.

5. PROJECT TIMEFRAME

The project timeframe must not exceed 1 month.