

**JUDICIAL COMMISSION OF INQUIRY INTO CRIMINALITY,**  
**POLITICAL INTERFERENCE AND CORRUPTION IN THE**  
**CRIMINAL JUSTICE SYSTEM**

**HELD AT**

**BRIGITTE MABANDLA JUSTICE COLLEGE**

**17 APRIL 2026**

**DAY 92**



**PROCEEDINGS HELD ON 17 APRIL 2026**

**CHAIRPERSON:** Good morning, Mr Chaskalson, good morning, Ms van den Heever. Thank you.

**ADV CHASKALSON SC:** Good morning, Chair. Chair, today's witness is Mr Mnisi. I am not sure if Mr Mnisi has been sworn in yet, but there is a fair amount of housekeeping to deal with before we start.

**CHAIRPERSON:** All right, all right. Good morning, Mr Mnisi.

10 **MR MNISI:** Chairperson, good morning to yourself, greetings to the Commissioners, Evidence Leaders, everyone in the house.

**CHAIRPERSON:** Thank you. Please state your full names for the record.

**MR MNISI:** Chairperson, my name is Gareth Trevor Mandisi Mnisi.

**CHAIRPERSON:** Yes, and please leave your mics on throughout. Are you going to swear or affirm?

**MR MNISI:** I am going to swear, Chair.

20 **CHAIRPERSON:** Do you swear that the evidence you are going to give is the truth, the whole truth, nothing but the truth? If so, please raise your right hand and say, so help me God.

**MR MNISI:** So help me God.

**CHAIRPERSON:** Thank you.

**GARETH TREVOR MANDISI MNISI:** (duly sworn states)

**ADV CHASKALSON SC:** Chair, Commissioners, you may have seen that there was an application for a certain part of Mr Mnisi's testimony to be heard in *camera*. I am still confident that we can resolve this issue without a full-blown application, but what we have agreed for the purposes of today is that I will certainly not ventilate any of those issues in open commission.

10 For the purposes of taking Mr Mnisi through his statement, I might merely ask him to confirm certain paragraphs without reading them, so that the content of the paragraphs is confirmed, Commissioners know what they say, but it is not ventilated publicly or shown publicly. And hopefully over the weekend, the parties can resolve how to deal, how to sort out this problem. We are confident it can be.

**CHAIRPERSON:** Thank you. On that approach, Ms Van den Hever, I do not think there is much to respond to, at least at this stage, not at this stage.

20 **ADV VAN DEN HEEVER:** I confirm that we have reached that agreement at this point in time, Commissioners and Mr Chairman, and we are happy to proceed on the basis as suggested by Mr Chaskalson lately.

**CHAIRPERSON:** Thank you, thank you.

**ADV CHASKALSON SC:** And then just to check that we

are all on the same page in relation to documents. Leaving aside the *in-camera* application, which we do not need to deal with, there should be six files. The first file is a file of Mr Mnisi's statement. Sorry, Mr Mnisi, while I am going through the documents, can you also check that you have everything that you need as well?

**CHAIRPERSON:** May one of the attorneys please go over to just also make sure?

**ADV CHASKALSON SC:** Sorry, Mr Mnisi, I have just been  
10 told that you, like me, are going paperless today.

**MR MNISI:** Yes, yes.

**ADV CHASKALSON SC:** That would be great for me and you to be on the same page, but I am going to be referring to file numbers for the purposes of the commission. And I just need to clarify with you that you will understand me when I refer to particular page numbers, because although the numbers stay the same, initially they were bundled differently.

**MR MNISI:** Okay.

20 **ADV CHASKALSON SC:** So if what I take the Commissioners through does not match what is on your screen, let me know and then I can refer to both references.

**CHAIRPERSON:** Sorry, Mr Mnisi, does this mean you have an electronic version of the files or not really?

**MR MNISI:** Yes, Chair. I have got the electronic version

that was submitted to myself in four separate bundles.

**CHAIRPERSON:** Okay, all right, all right.

**ADV CHASKALSON SC:** So, Chair, the first file is Mr Mnisi's statement file and it is a small file, but because there was a supplementary statement and then we realised that the Regulation 10(6) notice to which the statement responds was not in the bundle anywhere, we have added them at the end, but the pagination is not consecutive.

So the original statement runs 1 to 37, and then the  
10 supplementary statement and the Regulation 10(6) notice  
start again at 1. And I am just looking at Mr Mnisi as I run  
through.

Then File 2 is the annexures to the original  
statement, and that runs from page 1 to 437. Files 3 and 4  
are WhatsApp chats and annexures to WhatsApp chats.  
And Mr Mnisi, this is where my organisation changed from  
the original one. The numbers stay the same, but I have  
File 3 of WhatsApp chats running from 1 to 329.

**MR MNISI:** My File 3, Chairperson and Evidence Leader, is  
20 up until 669.

**ADV CHASKALSON SC:** Sorry, up until?

**MR MNISI:** 669.

**ADV CHASKALSON SC:** Yes, that was my original one as  
well. That was called Bundle 3 to begin with.

**MR MNISI:** Yes, that is the one.

**ADV CHASKALSON SC:** Okay, so I will know how to direct you as well as the Commission. So, Chair, File 3 is 1 to 329. File 4 is 330 to 664. Sorry, Mr Mnisi, did you say your File 3 went to?

**MR MNISI:** 669. 669.

**ADV CHASKALSON SC:** 669?

**MR MNISI:** Yes.

**ADV CHASKALSON SC:** Okay.

**MR MNISI:** So 669, including the index. Excluding the  
10 index is 664, my third bundle.

**ADV CHASKALSON SC:** Okay, and the pagination is the actual physical page numbers on the page?

**MR MNISI:** The last one on my pack, Chair, is 664.

**ADV CHASKALSON SC:** 664, correct. Then, Chair, there is File 5 of additional documents and File 6 of additional documents. Mr Mnisi, that is the old Bundle 4. And in its new iteration as files 5 and 6, File 5 runs to 1 to 229. File 6 runs 230 to 541.

**MR MNISI:** 541 ...[indistinct].

20 **ADV CHASKALSON SC:** Great. And then there is the *in-camera* application at the end of it all. Mr Mnisi, if at any stage I do not give you the old bundle reference and you are looking in the wrong file, just call me out on this because I should be able to keep track of it all, but I may need some prompting.

**CHAIRPERSON**: And for now, do we just keep File 1 in front of us? Yes. For now, File 1 and 2 because File 1 speaks to the annexures in File 2. And with that preamble, Mr Mnisi, I am going to take you through your statement. And as we have explained to your attorneys and counsel, the way we structure these proceedings is that we take you through your statement without asking any sort of intrusive questions or questions designed to test the version in your statement. You get the opportunity to tell your story without  
10 interference to begin with. When we get to the end of your statement, then the nature of the questioning changes.

So you do not need to be suspicious of me at this point. There will come a point at which you do need to be suspicious of me. But how I thought we should deal with leading you through the statement is really I will take you to the questions that were asked you in the Regulation 10(6) notice. You will then be able to respond on the terms that you set out in your statement because your statement responds to that Regulation 10(6) notice.

20 So I will be moving between the notice and the statement. And from time to time, when you refer to annexures in your statement, I will ask you to identify them and they will be in File 2.

**CHAIRPERSON**: Also, Mr Mnisi, there may be some clarity seeking questions here and there. But as Mr Chaskalson

says, those will not be probing. So some of them will come from us. Thank you.

**ADV CHASKALSON SC:** So perhaps, Mr Mnisi, the best place to start is at page 36 where you have signed your main statement. And can I just ask you to confirm that the signature that we see on page 36 of File 1 is your signature and that you confirm that the contents of your statement are true and correct? Y

**MR MNISI:** es, Chair. I confirm that is my signature. I  
10 further confirm that the contents of my statement are true.

**ADV CHASKALSON SC:** And while we are on this basis, can you also then go down to the supplementary statement, which is at page 2 of the supplementary statement, and confirm that that too is your signature and that the contents of the supplementary statement are true?

**MR MNISI:** Chairperson, I confirm on my physical pack, supplementary statement, the signature is indeed mine. I further confirm the contents of the statement.

**ADV CHASKALSON SC:** And then, as I mentioned earlier,  
20 the statement, the main statement responds to a notice that was sent to you by the Commission. Can I ask you to go to page 4 of file – well, supplementary page 4, File 1, and just confirm that the notice that we see at that renumbered page 4 is indeed the notice to which your statement responds?

**MR MNISI:** Chairperson, I can confirm it starts with a

heading at paragraph 2.3.

**ADV CHASKALSON SC**: Then if we go back to the start of the statement, you identify yourself in paragraph 1, and maybe you can just explain to the Commission what your position is as you set out in paragraph 1, and then we will go further.

**MR MNISI**: Thank you, Chair. In paragraph 1, I state that I am an adult male, and I am currently the Chief Financial Officer of the City of Tshwane Metropolitan Municipality.

10 **ADV CHASKALSON SC**: Then in paragraph 4 at the bottom, you refer to the notice that we have just directed. And in paragraph 6 to 9, you raise certain concerns in relation to privacy and confidentiality. Sorry, can we take this off the screen? Paragraph 6 to 9. I do not want you to read them out, but I just want you to confirm the correctness of what you set out in paragraph 6 to 9.

**MR MNISI**: Yes, I confirm.

**ADV CHASKALSON SC**: Then in similar fashion, in paragraphs 10 to 14, you respond to paragraphs 2.1 and 2.2  
20 of the notice. Again, I just want you to confirm the correctness of your response without reading it into the record, and we are certainly not going to display it, but I would like you also to refer in that regard in paragraph 14 to Annexure GM1. And can you confirm that GM1 is the document that we see in File 2 at page 3?

**MR MNISI**: SC, paragraphs 10 to 14, I confirm the content of the statements. Further, in my Bundle 2, GM1, I confirm it is my annexure to this response.

**ADV CHASKALSON SC**: And if we can then go back onto the public record, as it were. And if we go to – oh, sorry, before we go back onto the public record, I think we should probably deal with the supplementary statement on a similar basis because it essentially speaks to the same issues. So can I ask you to confirm at pages 1 and 2 of the  
10 supplementary statement the correctness of paragraphs 3 to 7 of the supplementary statement?

**MR MNISI**: Supplementary statements, paragraph 3 to 5 on the first page, I confirm, Chair. 6 and 7 on the second page, I further confirm.

**ADV CHASKALSON SC**: Now we can go back onto the public record. And the starting point is the question that was asked in paragraph 2.3 of the notice, which will be found at page 5 of the supplementary record. That question was:

20 “What is the nature and extent of your relationship with Sergeant Fannie Nkosi, and when and how did it commence?”

And maybe if you can respond to that? Well, you have responded in paragraphs 15 to 17, but maybe you could read out your response, and if there is anything you want to

say in addition to that or to amplify that, feel free. You do not have to, but if there is – at any stage when I ask you for these responses going forward, if there is anything that you want to amplify, you are always at liberty to do so. So can I then ask you to give us your response to that paragraph 2.3?

**MR MNISI**: Chairperson, thank you very much. At paragraph 2.3, paragraph 15:

10 “I confirm that I regard Sergeant Nkosi as  
a close personal friend of mine. Our  
relationship did develop over a period of  
time. As our friendship developed, we  
found ourselves socialising regularly. We  
also shared certain interests and hobbies  
of common nature, such as biking, sports  
shooting, and, of course, an appreciation  
for good food. In short, our friendship  
was based on compatibility and common  
interests. I first met Sergeant Nkosi  
20 through a mutual acquaintance, better  
known as Mr Simphiwe Mashile. At the  
time of our introduction, Sergeant Nkosi  
arrived on a motorbike, which  
immediately, of course, drew my attention  
and piqued my interest as a result of my

own interest in biking. We, after this, met up occasionally. Then later on, to a point of seeing each other on a regular basis. Simply put, we became good friends.”

**ADV KHUMALO SC**: Can I make a request? Good morning, Mr Mnisi.

**MR MNISI**: Morning, Commissioner.

**ADV KHUMALO SC**: And it will apply to all the questions.  
10 So when a question is asked ‘when’, our expectation is that you give a date as well, so that at least we know it is 2016, 2015, or 2010. But if you just confirm the friendship and you do not give us the date and the timeline, it becomes problematic. And it applies to all the questions.

**MR MNISI**: Okay.

**ADV KHUMALO SC**: So as you expand, if you can give, it does not have to be the exact date, but you can say more or less between 2015 and 2016, then it gives us an indication.

**MR MNISI**: Okay.

20 **ADV KHUMALO SC**: Thank you, Mr Chaskalson.

**ADV KHUMALO SC**: Thank you, Commissioner. The question in paragraph 2.4, which appears at page 5 of the supplementary bundle, was:

“Explain the frequency or number of instances of your meetings or

interactions with Sergeant Nkosi and the purpose of such meetings or interactions. Please also indicate whether you have discussed or informed Sergeant Nkosi of any matters relating to City of Tshwane or Tshwane Metropolitan Police Department. If you have done so, please explain what the legitimate basis, if any, was for so doing.”

10 And you respond to that at page 4 of your affidavit from paragraph 18. And maybe if you can, again, read your response, amplify anything you want to amplify.

**MR MNISI**: Okay. Thank you, Chair. Paragraph 18:

20 “I confirm that I met up with Sergeant Nkosi on a number of occasions during the course of our friendship. I cannot state the exact number of the frequency of these meetings, unfortunately, at this stage. I can, however, confirm that we saw each other on a regular basis and that we did spend a considerable amount of time in each other's company, of course, time and work schedule permitting. I met Sergeant Nkosi during an extremely difficult and emotional

turbulent period in my personal life. At the time, I was going through a deeply painful and hostile divorce, which placed me under immense emotional strain. I found Sergeant Nkosi to be a good listener. I found myself confiding in him increasingly, seeking personal guidance and advice, relying on him for support with respect to personal challenges that I was facing at the time. I felt that I could trust him and that he would not betray my confidence. He is an older gentleman than I am, and obviously, I found within his life experience, which he often shared with me, of great value and of assistance to guide me during this extremely difficult period and time of my life. I did find it easy as our friendship grew to seek his counsel. I also found him to be a caring individual. Looking back, I can say I regarded him as a brother. Always there for me, he was kind, was caring, was protective, sharing words of comfort when the same was needed. We also, of course, had some good times and fun,

whether we went shooting, biking, or just socialising.”

Paragraph 21:

“As our friendship grew closer, we became familiar with each other. We would occasionally share some work-related frustrations and challenges that we were experiencing. I believe it is natural for friends to discuss these kinds of issues, just to explain that it was not anything sensitive in any nature or form.”

**ADV CHASKALSON SC**: The next question was in paragraph 2.5 of the notice, again on page 5 of that supplementary bundle, and it was:

“Have you received any payment or benefit from Sergeant Nkosi, whether directly or indirectly? Please also address whether you received payment from a third party through Sergeant Nkosi.”

And your response, again, at page 5, it is paragraphs 22 and 23.

**MR MNISI**: Chairperson:

“I have not received any payment or benefit either directly or indirectly from

Sergeant Nkosi. I further confirm that I have not received any payment or benefit from a third party from Sergeant Nkosi. I do, however, wish to state on a few occasions Sergeant Nkosi accompanied me to meetings or gatherings in instances where I might have felt unsafe or vulnerable purely as a friend. I never perceived this or understood him accompanying me as a benefit of any sort for either of us.”

**ADV CHASKALSON SC:** Then in paragraph 2.6 you were asked:

“Have you ever met Sergeant Nkosi in the presence of Mr Mpho Lekukela? If so, what was the purpose of such meetings? Did the meetings relate to the business of the City of Tshwane and/or the TMPD?”

20 And your answer is at top of page 6 from paragraph 24. Again, just bearing in mind the point made by Commissioner Khumalo, if you can give us dates in relation to this answer.

**MR MNISI:** Thank you, Chair:

“I can confirm I did meet Mr Mpho Lekukela in the presence of Sergeant

Nkosi and a gentleman known as Mr Simphiwe Mashile. At the relevant time, Mr Lekukela was an official within the City of Tshwane's Group Financial Services Department. I cannot for privacy and confidential reasons go into the details as to what transpired between the two of us as it was a workplace-related issue. At the time or at the point in time, I can confirm I transferred Mr Mpho Lekukela to the Logistics and Auction Division within Group Financial Services. Mr Lekukela was obviously dissatisfied with the transfer and viewed this as a personal attack on himself. The relationship between us became strained, I might say, and caused me, as I normally would, to reach out to try and clear the air. I then approached Mr Simphiwe Mashile to request Sergeant Nkosi, which I had known him as a childhood friend of Mr Lekukela, to facilitate the discussion between us. At this stage, I was not very close to Sergeant Nkosi, and it is for this reason that I had to request Mr Simphiwe

Mashile, the individual who introduced me to him earlier on, to facilitate the discussion. This I can confirm occurred in the later part of 2023.”

**CHAIRPERSON:** Sorry, Mr Mnisi. What makes it easy for me to follow you is the fact that I have a written document in front of me. I do not know whether you are speaking too fast or what, but it is a bit difficult for me to hear you properly. If I did not have this document in front of me, I  
10 think I would have difficulties. I do not know how we can address it, perhaps slow down or what, I am not sure.

**ADV CHASKALSON SC:** Chair, what we can also do is we can flight at this point because we are no longer needing to – there is nothing further that is confidential.

**ADV VAN DEN HEEVER:** There is a bit of a reverberation in the room, and I think that is what causes because I am experiencing the same issue that you experienced, Chairperson. So I think he needs to slow down, but there is quite a bit of a reverberation, and that is what is causing us  
20 to sort of not hear properly, I think.

**CHAIRPERSON:** Yes, I think there is that too. I may conceivably be part of the problem as well, because when more than one mic is on, I will just make sure that I always switch my mic off when I am not speaking so that we do not get feedback.

**CHAIRPERSON:** Thank you. Thank you, Mr Chaskalson. Let us try you slowing down perhaps for now. Maybe the question of reverberation can be attended to during the tea break, if it persists when everybody else switches off their microphones. There is another technical issue that was raised. That too will be attended to during the tea break.

**ADV CHASKALSON SC:** Mr Mnisi, the next question is at the foot of page 5 of the supplementary bundle. It was 2.7:

10                    “What was the purpose of your  
                         requesting a supplier or service  
                         provider's vendor number from Sergeant  
                         Nkosi on or about 25 November 2025, as  
                         evidenced in your WhatsApp  
                         communication of that date?”

And your answer to that question starts at page 6, paragraph 26. If you can read that answer again and amplify what you want to amplify?

**MR MNISI:** Thank you, SC. Chairperson:

20                    “My recollection is that Sergeant Nkosi  
                         informed me at some stage whilst we  
                         were socialising that his brother's  
                         company, he was finding it difficult to  
                         navigate within the City of Tshwane's  
                         procurement environment. He indicated  
                         to me that despite his brother's company

being registered as a vendor within the City's supplier database system and being allocated a vendor number, for some reason he seldom received communication from procurement nature, bulletins, requests for quotations from the City, as he did in the past. I must also confirm that at this time the City was in the process of digitising its supply chain management function to the implementation of SAP Ariba, which caused a lot of issues all around and was subject to many complaints at the time. My request was purely to ascertain whether his brother's vendor number had been correctly migrated and captured accordingly on the City's new SAP Ariba business network. At the time, there were numerous complaints received and raised by many suppliers who were having difficulty in engaging with the City's procurement process as a result of the change or the implementation of new internal controls. These concerns were regularly brought to the attention of the

relevant officials and myself, particularly during the transition of the new SAP Ariba business network, with suppliers reporting challenges relating to vendor registration. I had no issue to assert, as I had assisted several other suppliers on previous occasions regarding the matter of this nature. I further, for the benefit of the Commission, need to briefly explain what SAP Ariba is and what benefits it brings to the City. SAP Ariba is a procurement platform which assists organisations in managing, sourcing, purchasing suppliers' contracts invoicing, payments in a one connected system. It links buyers and suppliers to the SAP Business Network. As evidenced from what I state below, we all had to assist in the migration of these issues as the benefits to the City were enormous. Put in simple terms, we rolled up our sleeves and we assisted in whichever way we could as a pure mechanism of ensuring that we digitised the supply chain management system. The main benefits

of SAP Ariba for the City were the following. Better control over company spending. Improved procurement compliance and approval workflows. Stronger supplier management and risk visibility. Faster, more automated source-to-pay processes. Improved invoice accuracy and fewer manual errors. Lastly, better spend insight for decision-making and savings opportunities, just to name a few. I attach hereto GM2, copies of the supply chain management Training for SMME report as well as annexure GM3, minutes of the service delivery ...[indistinct]. I specifically refer the Commission to paragraph 5 of the minutes wherein the issue of SMME training is recorded.”

10

Chair, with your permission, I would like to briefly go through GM2 and GM3.

20

**ADV CHASKALSON SC**: Certainly. The Commission, you are absolutely entitled to do that. Can I just give references, because GM2 starts at File 2, page 12.

**MR MNISI**: Yes, confirmed.

**ADV CHASKALSON SC**: Please proceed. And then when

you get to G – well, I suppose we will be sequential, so we will give the reference just by following on GM3.

**MR MNISI**: All right. Thanks, SC. GM2, Chair, as you can see, it is me getting feedback from the Director of ...[indistinct] Performance Management within supply chain management. This was a new position that was created as part and parcel of institutional arrangements in ensuring that the City's supply chain management function is able to deliver in line with the mandate.

10           I attach herein, Chair, his feedback I am receiving on training that has taken place in November 2025 as part of rolling out supplier development. It is also essential to take note, Chair, that this took place on 11 December 2025 and we are arranging additional other information-sharing sessions across all seven regions of the City.

          The particular example I am bringing on board is training that took place in Atteridgeville for SMMEs. We also concluded that we would put systems in place to ensure that these trainings are advertised and that they  
20           would occur on a regular basis.

          On page number 13 up until page number 21, these are all the attendance registers of all the individuals who attended this SMME training. Chair, on the next page on page 22, it is an update on the programme of the day and the programme that was designed in terms of capacitating

SMMEs within the City.

Amongst this, what is key, Chair, is that the City was experiencing supply chain management issues, which are well-known issues. The City has found itself incurring issues of irregular expenditure of the past and we had to curb these issues.

In terms of us curbing these matters, we had to come up with a system where we implement Ariba. If you look at paragraph 3 of page 22, the training programme  
10 would commence from 2026 to incorporate SAP Ariba training to empower SMMEs as they would seamlessly take part in the automated procurement system that the City was implementing.

Chairperson, the Ariba implementation was still persisting. The reason I am bringing this on board is that this is an issue that is still persisting and the change management process was a difficult one to manage and for suppliers to understand.

Inclusive within this training programme, Chair, was  
20 to ensure that the procurement training fundamentals and SMMEs were capacitated. We needed to ensure that SMMEs knew how to complete administrative compliance requirements. We needed to ensure that SMMEs were prepared and were able to prepare competitive bidding processes with effective pricing, contracting as well, online

automated bidding, including on how to successfully upload bids.

This is part and parcel of the City's goals to completely move to a digital platform from a supply chain management perspective, moving away from physical tender documents and papers which could be easily manipulated.

Of course, within this training, Chair, we included matters of increasing competitiveness, enhancing efficiency, reducing barriers to entry. We took note that over a period  
10 of time there were many barriers to entry that many service providers were experiencing, which made it difficult for the City to award based on a competitive pricing.

Administrative glitches of a person not ticking a box resulted in disqualification. These were findings that were raised by the agent. This is part and parcel of the processes that you had to put on board to deal with barriers to entry and to ensure that we appoint the cheapest and the most, I think, competitive pricing. We found ourselves in instances where we could not do that as a result of all these  
20 barriers to entry that the City was experiencing. Of course, Chairperson, this is, of course, an example of actual training that took place in Region 3.

On page 23, Chair, why I am bringing this on board, this was a partnership with supply chain management and Group Financial Services that was managing in conjunction

with Group Economic Development. You can see, Chair, that it was not only a city function. We had representatives from SARS, we had representatives from Provincial Department, we had representatives from NYDA. It was a provincial issue-wide matter that we were trying to resolve.

We invited all these colleagues on board to ensure that our SMMEs are trained correctly and know how to deal with tax matters and know how to deal with matters that previously found themselves being barriers for suppliers.

10 GM3, Chair, now refers to page 24. And the reason this is essentially pertinent for me to bring to the Committee to take note of is that this is a service delivery war room where urgent, pertinent matters are escalated and must be addressed accordingly as a result of them perpetuating or unable to being resolved.

I will refer you to item number five on the minutes that I have provided at GM3. On item number five, it has been captured on page number 23. On page 23, this is Support Services Department. And amongst ...[intervenes].

20 **ADV CHASKALSON SC**: Sorry, just to interrupt, on the – I think it is page 33 of the manual.

**MR MNISI**: Yes, page 33, yes. So, Chair, on page 33, this is a service delivery war room where urgent service delivery matters and support-related functions have to be, I think, debated upon as a result of them persisting. The war room

is chaired by the Executive Mayor of the City. There are members of the Mayoral Committee, the City Manager, all executive structures and key service delivery business units.

Within this discussion, Chair, a resolution is taken that the City must ensure, under A, that supply chain management Division would conduct SMME training workshops to educate committees and residents about supply chain management matters. Workshops must be  
10 conducted in all seven regions of the City. This, of course, includes matters of migration of SAP Ariba, ensuring that administrative mandatory evaluation criteria are clearly understood by various bidders.

Within the same, Chair, I want to refer you to item number C, that the process was on board. We were already piloting the official competitive bidding processes for three groups within the City, being health, communication, marketing and events, as well as economic development and spatial planning, with the plan to ensure that from the  
20 1<sup>st</sup> of July, the entire city with the big business units as well also go online.

On the next page, Chair, I particularly want to refer you to item number D, which gives guidance that all procurement from 0 to 750 were done online. The process had been seamlessly migrated, and all procurement was

effectively evaluated, concluded and adjudicated online. This was achieved accordingly. We are now rolling out the entire competitive bidding process of all other bidders, starting with the smaller groups within the City.

Chairperson, this is pertinent for me to bring on board that change management was a key issue of concern that the City had experienced, along with our stakeholders and suppliers. Many of them found it difficult to understand the move from the City from a paper-based environment to a  
10 digitalised environment. This is something I championed from the beginning of my appointment at the City, purely as a mean of combating corrupt and elucidated activities.

Chairperson, I will now move back, with your permission, to the main bundle, and I conclude on that. Thanks.

**ADV CHASKALSON SC**: Thank you, Mr Mnisi. The next question was 2.8, and it was:

20 “What common interest did you or do you and Sergeant Nkosi share, whether a business, personal or any other nature, including people or other matters of common interest?”

And that question you answer from paragraph 32 on page 8. Again, if you can read your answer into the record and amplify anything you want to amplify?

**MR MNISI**: Chairperson, thank you very much. On 32, I mentioned that:

10 “I have doubted the issue of our common interest between myself and Sergeant Nkosi previously, which included biking, sports shooting and, of course, appreciation for good food. Sergeant Nkosi and I shared no business relationship, joint venture, commercial arrangement, common business interest whatsoever. Further, I do state for the record that during the period of December 2024 to about June 2025, he assisted me by recommending the services of a driver. There was no quick procure involved. He merely assisted a friend in need, and I paid the driver for the services he was providing to me.”

20 **ADV CHASKALSON SC**: Then in paragraph 2.9 of the notice, at page 6:

“Have you had a relationship or interactions with Mr Joseph Anyoni and Mr Mandla Mgcina, whether directly or indirectly, or through Sergeant Nkosi or anybody else?”

And your response is at the foot of page 8 from paragraph 35.

**MR MNISI**: Thanks, Chair. Paragraph 35 and 36:

10 “I confirm for the record that I do not know Mr Joseph Anyoni. I have never had any direct or indirect, either through Sergeant Nkosi or any other person in relationship associations with dealing with him, nor have I ever had any personal, professional, or intermediate connection or interaction with him.”

On 36, I deal with the matter of Mr Mandla Mgcina, where:

20 “I confirm that I did meet Mr Mandla Mgcina, and I was introduced to him by Sergeant Nkosi. The introduction happened in a social setting and from my, I think, view was entirely coincidental. On that occasion, Sergeant Nkosi suggested that we go to a restaurant better known as Kwa Mai Mai, which is known for serving a variety of traditional style street food. Sergeant Nkosi and the gentleman coincidentally, according to my observation, encountered each other at the restaurant, and Sergeant Nkosi

obviously knew him. He then moved forward to introduce me to him. My interaction with Mr Mgcina was limited to being introduced to him, where we briefly exchanged pleasantries. There was no prior arrangement to meet up with him. During this exchange of pleasantries, he asked me for my contact details, which I provided him. I also saved his number on my phone list. Notwithstanding the fact that I met Mr Mandla Mgcina, as aforesaid, I reiterate that no meeting, engagement, or interaction of any nature ever took place between myself and Mr Mandla Mgcina, to his or another's intervention.”

**CHAIRPERSON**: You pronounce it Mgcina. Is it Mgcina or Mgcina? It is written Mgcina.

**MR MNISI**: Mgcina, Chair. Apologies.

20 **CHAIRPERSON**: Well, thank you.

**ADV CHASKALSON SC**: And I should probably have dealt with or asked you to address these two questions together, but for the sake of completeness, in paragraph 2.10 the question was asked:

“Have you ever met or interacted with Mr

Sibanyoni, Mr Vusimuzi Matlala, and Mr Mandla Mgcina? Please provide full details of the meetings, including those present at each, and the location and purpose of each such meeting.”

And that you answer at paragraph 14 on page 10.

**MR MNISI**: Thank you, Chair:

10 “I reiterate that I have never met, communicated, or interacted with Mr Sibanyoni in any manner whatsoever, nor have I ever had any direct or indirect engagement with him. Further, I have never met, communicated, or interacted with Mr Vusimuzi Cat Matlala in any manner whatsoever. I accordingly confirm that no personal, professional, social, or official relationship has existed between myself and Mr Matlala. I have doubted my interaction with Mr Mgcina  
20 above. He did try to contact me on a few occasions, I must also confirm.”

**ADV CHASKALSON SC**: Then in paragraph 2.11, you asked whether you have any interest in or relationship with any of the following companies or close corporations, whether directly or indirectly, or any of their shareholders or

directors. And the companies that were mentioned were Gubis85 Solutions (Pty) Ltd, Ngaphesheya Construction and Projects CC, Triotic Protection Services CC, Two Cops and Security Services CC, Vimtsire Security and Protection Services CC, Elshadai Security Services, CC, and any other bidder in respect of TMPD 2/2016/2017, TMPD 1/24/25, and TMPD 3/24/25. And your answer to that question starts at the top of page 11, and maybe if you can just address all of those companies from all the way down to paragraph 60 on page 14.

**MR MNISI**: Thank you, Chair. Paragraph 43:

“I have no, never had any personal business, financial, or any other association with Gubis85 Solutions, (Pty) Ltd or any of its directors or shareholders.”

Paragraph 44:

“I have no, nor have I ever had any relationship with Ngaphesheya Construction and Projects CC, directly or indirectly. I further confirm that I have no interest in or relationship with any of the shareholders, directors, or representatives of the said entity.”

On paragraph 44, Chair:

“I confirm that I know that Sergeant Nkosi's brother is a director of Ngaphesheya Construction and Projects. Notwithstanding that fact, I confirm that I have no, nor have I ever had any personal business, financial, or other relationship with him or his company.”

On 46, I deal with the matter of Triotic Protection Services:

10 “I confirm that I have no, nor have I ever had any interest or relationship with Triotic Protection Services CC, either directly or indirectly. I further confirm that I have no interest in relationship nor have I ever had any relationship with the shareholders, directors, or representatives of the said entity. I am, however, aware of the fact that Triotic Protection Services was previously associated with Deputy Executive Mayor of the City of Tshwane. My  
20 understanding is that he was, at some point in time, a director of the entity. He has since resigned from that position.”

I now deal with Two Cops and Security Services:

“I confirm that I have no, nor have I ever

had any interest nor any relationship with Two Cops and Security Services CC, either directly or indirectly. I confirm that I have no interest in or relationship with any of the shareholders, directors, or representatives of the said company. I also confirm that I have no personal, business, financial, or any other association which exists between myself and Two Cops and Security Services CC or any of its shareholders or directors.”

10

Paragraph 50, I deal with the matter on Vimtsire Security and Protection Services. I confirm that I have no, nor have I ever had any relationship or interest in Vimtsire Security and Protection Services, either directly or indirectly. I further confirm that I have no interest in or relationship with any of the shareholders, directors, or representatives of the said company. I confirm further that I have no personal, business, financial, or any other association which exists between myself and Vimtsire Security Services Protection

20

CC or any of its directors or shareholders.”

Elshadai Security Services, paragraph 52:

10 “I further confirm that I have no, nor have I ever had any interest nor relationship with Elshadai Security Services CC, either directly or indirectly. I further confirm that I have no interest in or relationship with any of the stakeholders, shareholders, directors, or representatives of the said entity. I further confirm that I have no personal, business, financial, or any other association which exists between myself and Elshadai Security Services or any of its shareholders or directors.”

**ADV CHASKALSON SC**: Thanks. If you can continue on through 54 to 60 as well?

**MR MNISI**: Perfect. 54 to 60, I deal with, at paragraph 2.11.7, TMPD 02/2016/17. Chair:

20 “I confirm that I have no, nor have I ever had any relationship in or with any of the bidders in respect of TMPD 02/2016/17, either directly or indirectly. I further confirm that I have no interest in or relationship with any of the shareholders,

directors, or representatives of the said companies. I am, however, aware, as stated above, that Triotic Protection Services, from my perspective, I was aware that the Deputy Executive Mayor previously served as a director of the entity, but he has since resigned from that position.”

Paragraph 58, I deal with TMPD 01/24/25, and:

10 “I want to confirm that I have no, nor have I ever had any interest in or relationship with any of the bidders in respect of TMPD 01/2024/25, whether directly or indirectly. I further confirm that I have no interest in or relationship with any of the shareholders, directors, or representatives of the said companies.”

Paragraph 59, I deal with the issues of TMPD 03/24/25:

20 “I confirm that I have no, nor have I ever had any interest in or relationship with any bidder in respect of TMPD 03/2024/2025, whether directly or indirectly. I further confirm that I have no interest in or relationship with any of

the shareholders, directors, or representatives of the said company.”

On 60, I state that:

“I further have no personal business financial association which exists between myself or any of the bidders in respect of TMPD 03/2024/2025 or any of its shareholders or directors.”

**ADV CHASKALSON SC**: Thank you. That takes us to 2.12  
10 of the notice, and 2.12.1 says, and it is with reference to the TMPD 01/2024/2025 bid:

“What was the purpose of Sergeant Nkosi providing you with the names of bidders including Elshadai Security Services, Two Cops in Security Services CC, Tata Security, Vision Acuity Security (Pty) Ltd, Shumila [?] Security Services CC, and Vimtsire Security and Protection Services?”

20 **MR MNISI**: Thank you, Chair. Paragraph 61:

“I believe his request was premised at the time on his mistaken belief that I would be able to check if the bids were compliant. He was, of course, wrong.”

Chairperson, with your permission, I would like to expand

on this by referring the Commission to paragraph 71 on page 17 on the same bundle with your permission, Evidence Leader. With this, we are going to paragraph 71.

**ADV CHASKALSON SC**: Page 17?

**MR MNISI**: Page 17:

10                   “The purpose of me outlining these two, I think it is pertinent to me to outline the compliance-related process, the segregation of duties, and the core responsibilities in terms of compliance work of any bidders.”

The reason I bring us to this page and this paragraph of my sworn statement, Chair, is I need to explain on that process which must be undertaken in the process of awarding bids. This is in relation or focusses on TMPD 01/2024/2025. Chairperson, on paragraph 71:

20                   “I state that in reference to TMPD01, I wish to state on record that I did not assist any bidder with respect to the above bid, whether directly or indirectly. I do, however, wish to place on record that Sergeant Nkosi persistently forwarded me names of two prospective bidders who were subsequently awarded as part and parcel of this panel. I have

dealt with the issues of Sergeant Nkosi forwarding me the names of the above, as previously stated in the previous statement, or the paragraph that he was of the mistaken belief that I would be able to check compliance, which, of course, I could not.”

On 74, Chair, I just want to break down the sequence of events which lead to the City advertising and awarding bids  
10 of this nature, in particular focus on TMPD 01/2024/2025.

Chairperson:

“The sum of events have been tabulated for the Commission to take note of, and I think it is pertinent for me to give the summary and to expand on them further while referencing each of the annexures just to give the Commission an idea whether checking compliance and interfering in the process is probable. In  
20 the summary of events and summary, I take note that the Bid Specification Committee sat on two occasions within this bid, which finalised the approval of the terms of reference as well as the sourcing strategy for TMPD 01/2024/2025

on 29 July and 19 August 2024,  
respectively.”

GM9 and GM10 have been annexed as part of Bundle 2. The purpose of me bringing this on board, Chair, is to also reference that there are declarations of interest of several individuals who sat on these committees and ensure that they are able to scrutinise these specifications from an independent perspective.

On Bundle 2, Chair, with your permission, without  
10 really jumping too much, I want us to look at Item 9 and 10 with a pure focus on the individuals who served on the Bid Specification Committee, the role that they played, declaration of interest and the ultimate approval. This is on GM9 and 10 of Pack 2.

**ADV CHASKALSON SC**: And if I can just give the reference, GM9, where I presume we will start, is at page 58.

**MR MNISI**: Yes. So from GM9, Chairperson, you take note  
20 of the minutes of certain individuals. There were about seven of them who served within the Specification Committee. Their role is to independently look at specifications to validate whether they do not favour specific bidders. This is captured, in essence, from page 59 right up until page number 60. Sorry, Chair, 75.

Within this process, Chair, there are seven

individuals who scrutinised these bids accordingly. Here is the minutes that I am bringing on board taking into account the number of bids, because the Bid Specification Committee does not just sit for one bid. There might be other bids that are involved. But I think for the purpose of this committee, we are referring to TMPD 01/2024/25.

So this is a demonstration, Chair, of the first stage of the process and the test of independence in terms of developing the specifications and ensuring availability of  
10 budget to the sourcing strategies done by an independent committee.

Then I am going to jump straight, Chair, back to my summary of events. Chairperson, I think maybe what I should do is complete the summary of events. As I go through each paragraph, I do expand on each of the summary events. We will then reference those annexures on Bundle 2:

20 “The advert was completed and advertised on the 26<sup>th</sup> of August 2024. Annexure GM11, Item 5, has been brought on board. The closing register for this bid in question was the 2<sup>nd</sup> of October 2024. Annexure GM12...”  
...[intervenes].

**ADV CHASKALSON SC**: Sorry, Mr Mnisi. I know you have

gone back into the statement, but bear in mind that the Commission is not moving as quickly. You know where you are going. They do not. If you are going to move between the documents, can you just give references and give the Commissioners an opportunity to get to where you have gone?

**MR MNISI**: Okay. Chairperson, I am back to my sworn statement on page number 18. The purpose of this is to complete the summary of events and the tabulated structure  
10 before we go to each of the annexures, which I will refer to in the other paragraph, between paragraph 75 and, of course, 109. Closing register on page number 18, the fourth on the tabulated structure is on the 2<sup>nd</sup> of October 2025, attached to Annexure GM12, which we will go through later:

20 “The Bid Evaluation Committee sat on various occasions, taking into account there were a number of bids and there was immense work that needed to be concluded in terms of providing this. However, I have attached GM13 and 14 as the final BEC reports that were presented to the Bid Adjudication Committee for consideration and scrutiny. The Bid Adjudication for this particular

bid set on three separate occasions. On the 4<sup>th</sup> of September 2025, the 18<sup>th</sup> of September 2025, the 25<sup>th</sup> of September 2025. I have attached Annexure GM15, 16 and 17 in reference to the three sittings of the Bid Adjudication Committee. Further to this process, this was subjected to an independent probity by an external legal firm who is independent to validate that the work that has been concluded by the Bid Evaluation Committee before it comes to BEC is up to standard and they have not missed any glitch or process within the supply chain management structure. Then lastly, particular to this tender, there was a confirmation report as a result of the BAC wanting to ensure that the BEC had effectively addressed all issues that had been raised by the external independent legal firm that is appointed as an oversight structure before awards are made.”

I will move to paragraph 75, Chair, where the purpose of this is to demonstrate that I could in no way influence the

process hereunder and explain the detailed process followed in respect to the set bid. On 76, Chair, I now touch on the process of advertisement of the tender:

10                   “Subsequent to the approval of the bid specification process as outlined above, I have recorded Annexure GM9 and 10 as a form of communication wherein myself as the Chief Financial Officer and the City Manager approve and endorse the tender for advertisement as a result of these being fully compliant from the first date of the advert.”

GM9 and 10 have been attached to this bundle, Chair. This is the approval that is signed by myself and the City Manager as an additional step of ensuring that we are pleased with the process that the Bid Specification Committee has concluded. On paragraph 77, Chair ...[intervenes].

20                   **ADV CHASKALSON SC**: Sorry, again, apologies for interrupting. But, Mr Mnisi, if you are not going to go specifically to GM9 and 10 to discuss them all, then I should just give the references for the Commissioner so they can annotate their statements so they know where to go, unless you are going to go there separately later.

**MR MNISI**: Yes, Chair, I think I need to go there just to

give the Commission an overview of that.

**ADV CHASKALSON SC**: Thanks.

**MR MNISI**: So, on the second bundle, I had left you previously, I think, on page number 38. We will now move over from the specifications that we have discussed previously to the actual advert that has been brought on board. Chairperson, this is captured under page number 116.

116 is a communication from Group Financial  
10 Services which indicates the purpose of the memorandum in terms of advertising specific bids and this was part and parcel of completion of the work that has been done by the Bid Specification Committee. On page number 116 and page 117 is the approval between myself and the City Manager endorsing the advert to proceed as a result of our happiness and pleasure in terms of the work that has been concluded by the Bid Specification Committee.

Further to there, Chair, note on page 119, the actual advert, and I know it is a bit small, but I am sure you  
20 can see we reference item number 5, which deals with TMPD. There are a number of tenders that we issue on a regular basis, Chair. For this particular item under discussion, it is item number 5. The advert is then brokered down in continuous further up until page number 131.

Chair, I will then move back to the original

statement. I have dealt with the paragraph 76, as well as GM9 and GM10. On paragraph 77, on my sworn statement, page 19:

10                   “The tender relates to the provision for services for monitoring prevention of illegal land building occupation as well as demolition of unlawfully erected structures within the City. The tender was listed here under number 5 with the approved advert. The approved communication is hereby attached as GM11 for ease of reference.”

I think, Chairperson, we have touched on GM11 as well in previously in the second bundle, which I referenced from GM11 on page 115, 116, 117, and up until page 131.

20                   **ADV KHUMALO SC:** Can I just ask something? I think 118 and 117 have to be swapped around. Can you just have a look at those two pages? Because when I read it the first time, I thought there was something missing after 116. I did not realise that 118 should come before 117.

**MR MNISI:** Commissioner, I agree to that. I think that in scanning the pages was swapped around. Yes.

**ADV KHUMALO SC:** Ja.

**MR MNISI:** Chair, thank you very much. I will then move over to paragraph 78 on the sworn statement starting on

page 19 again:

10 “This tender officially closed on the 2<sup>nd</sup> of October. According to the stipulated submission deadline and procurement requirements, there were a total of about 57 bids that were received at the time of closing. All bids were duly recorded and secured and the bid opening process was conducted in line with the City's supply chain management procedures to ensure transparency, fairness, and compliance with applicable regulatory frameworks. The bids were thereafter forwarded to evaluation in accordance with the prescribed procurement processes. The closing register has been attached as Annexure GM12.”

20 Which I will go to shortly. These bids, Chair, I must address that once submitted, are stored safely under lock and key and can only be accessed via official register through certain approved individuals within the procurement structure.

With the permission, Chair, I will quickly touch on GM12, which is on the second bundle. If we are together, the second bundle is on page 132. Mentioned is GM12.

You will take note, Chair, this is the raw closing register that was finalised on the day, which was distributed to several individuals who are interested in.

There is a slight difference to the one as seen on Index 4, as a result of that being a typed out version and it is uploaded on the City's website. However, I can confirm that these are a mirror of each other. It is a raw document that is done in the closing day, vis-à-vis on Bundle 4, something that is typed out officially and then uploaded on  
10 the City's website.

It is, however, still the final closing register for the bid that is signed off and scrutinised by the relevant individuals. In this case, it runs through to page 147 and we can see the stamp of authority and confirmation that there were 57 bids that were received.

Chair, I will move to Bundle 1, the sworn statement again on paragraph 79. On paragraph 79, page 19 of the sworn statement. All bids were duly recorded and secured and the opening processes were conducted in line with, I  
20 think we have dealt with about 79, Chair. Let us move over to 20, where we deal with 80 on the extensions. This tender, Chairperson, was subject to extensions on three occasions, 31<sup>st</sup> of March 2025, 29<sup>th</sup> of June 2025, 27<sup>th</sup> of September 2025.

All these extensions, Chair, I can confirm were

done in line with the City's supply chain management processes and procedures and policies under the delegated authority of the Director Acquisition Management. It must be noted, Chair, that the extension process falls under or within the prescribed SCM delegation framework and I, in my capacity as the Chief Financial Officer, am not involved or responsible for the approval of such extensions. It is a delegated function.

Paragraph 80 and 83, I now touch on the bid  
10 specification process. On this bid specification process, Chair, I think we have had the pleasure of looking at GM9 and 10 as well earlier on. The bid specification process duly was considered and approved with the terms of reference of TMPD 01, pertaining to the provision of services for the monitoring and prevention of illegal land and building occupation, as well as demolition of unlawfully erected structures within the City of Tshwane on the 19<sup>th</sup> of September.

This committee was constituted by seven member  
20 panel, chaired by Mr March. The official minutes of the Bid Specification Committee are attached herein as GM9 and 10, where the details of the tender are recorded. I think we have touched on GM9 and 10 previously, Chair, and what was essential for me to bring the members of the Commission and the Evidence Leaders on board is that this

was a process that was undertaken by a separate committee from an independent perspective.

They had completed the declarations of authorities in accordance. So I would not want to waste the Chairperson's or the Commission's time by referring back to GM9 and 10, which we have touched on the summary document.

On 84, I want to touch on the Bid Evaluation Committee processes, which I will refer us later on to GM13, as well as GM14 in the second pack. Chairperson, on 84:

“I state under oath that the Bid Evaluation Committee was duly constituted and comprised of six members, chaired by Mr Victor Kgopa, and they commenced their work on the 21<sup>st</sup> of August 2025. The composition of the BEC ensured appropriate representation from supply chain management, the user department, as well as the department responsible for this tender, thereby promoting objectivity, technical competence, and compliance within the City supply chain management framework to ensure that this is not a

group financial services matter. It is a function that must be undertaken by TMPD, Department of Human Settlements, and all relevant departments who make use of the tender and who own these tender processes. Within this process, the Bid Evaluation Committee convened on several occasions, like I have stated, to evaluate the bid in accordance with the prescribed evaluation criteria, including administrative compliance, functionality, and preferential procurement requirements. Following to its deliberations, the committee presented its findings and recommendations to the Bid Adjudication Committee on three separate occasions for consideration and further guidance. The final Bid Evaluation Committee reports have been attached as Annexure GM13, as well as GM14.”

Which I would want us to refer back as the Commission in order to take note of what actually happened and what were the terms of reference of this separate committee and what

were they doing. GM13, Chair, on the second bundle, it is on page 150. On page 150, Chair, we give guidance the detailed Bid Evaluation Committee report that was presented to the BAC on the second occasion. Within this, Chair, what I want to bring on board is the work of the BEC and what they are responsible for. The work of the BEC is to ensure that they look at the established scope of reference. I will refer you for argument's sake to page number 7.

10           On page number 7, at the bottom on page 156, we start looking at the key requirements for this particular bid. On 3.5.1, on the personnel that might be required per region and what the key requirements would be for any bidder to be successful in terms of passing the stage on the personnel perspective.

          We further move on to 3.5.2, in terms of equipment. On 157 we elaborate in detail, Chair, what type of equipment must be brought on board, how many vehicles are required, what other specifications of various contact  
20 information must be brought on board for this.

          Further to this, Chair, I want to take us to page number 12, for argument's sake. We summarise now. On page 12, it is on 161. And I am dealing with this on purpose, Chair, to try and give an indication of the segregation of duties and the work of compliance that must

be undertaken by this independent committee who does work under declaration and oath as well.

Then we need to ensure on page 12, for argument's sake, that the schedule of particulars and personnel and vehicles that are required in each of the regions for prospective bidders. One, they must be guards from a grade A, for argument's sake, grade B, and from a supervisor level, both day and night shift. 12 grade C, nine grade C, day and night shift, Chair.

10 We then move over to page 162, where we break down the stages of evaluation. On page 162, we look at the four stages of evaluation. This tender was subjected to a four-stage bidding process, where firstly administrative compliance requirements have to be facilitated by the BEC. They had to ensure that mandatory requirements are dealt with accordingly.

Physical site inspection to validate the submissions and POE that have been brought on board by various bidders in terms of vehicles that they say they have, that  
20 they claim they have, from the ...[indistinct] certificate. We had to ensure that site inspections are done to physically validate this, as well as the guns and the weapons.

Lastly is the preference point system that is brought on board. The point of me raising this, Chair, is the rigorous process that is undertaken in terms of completing

bids of this nature. Now we will just look at an example of one such example on a bid that has been completed. When doing so, Chair, I am going to refer you, I am going to pass the pricing schedule and all those nitty-gritties, to page 180 of the second bundle.

Page 180 of the second bundle is a pre-compliance assessment, once we get this. This is a pre-compliance schedule that is done independently by the committee that I have referred to, the BEC, where they clearly scrutinise  
10 where the bidders have clearly outlined and provided their CSC ...[intervenes].

**ADV CHASKALSON SC:** Sorry, Mr Mnisi, again apologies for interrupting. Bear in mind that the pagination that the Commissioners are using does not include the two pages of index at the front of, in this, in the case of this bundle, the two pages of index.

**MR MNISI:** Okay.

**ADV CHASKALSON SC:** So if you can just deduct two pages from your references when you are referring them to  
20 a specific document.

**MR MNISI:** All right.

**ADV CHASKALSON SC:** So your pre-compliance schedule will appear in their bundles as 178.

**MR MNISI:** Okay, maybe I think what I will also do is I will wait for a screen to guide me on the same page.

**ADV KHUMALO SC:** We have it the way he has been giving it to us.

**ADV CHASKALSON SC:** Then I am the one with the wrong papers.

**ADV KHUMALO SC:** So we have the Item 3 pre-compliance schedule, it is on 180.

**ADV CHASKALSON SC:** I will try and sort my own papers out later. Sorry.

**ADV KHUMALO SC:** If we run into difficulty, I will let you  
10 know.

**MR MNISI:** Okay.

**ADV KHUMALO SC:** But we are following.

**MR MNISI:** Okay. Thank you, SC. So the purpose of pre-compliance is to really deal with issues that are non-compliant to start the process of eliminating bidders that should not be able to make it to the next stage of administrative compliance:

20 “BEC and the members that have been appointed, I am going to reiterate, are made up of individuals from supply chain management, TMPD, the user department, as well as the departments who regularly utilise or make use of this tender. It is a multidisciplinary structure, a form of individuals and expertise who

are together involved with dealing with these matters.”

This is just an example, Chair, that pre-qualification stage, a number of bidders are already knocked off as a result of them not being non-compliant to many issues and not attending the compulsory briefing session for argument's sake. We then move on, Chair. On purpose, I want to take us to page number 187.

**ADV BALOYI SC:** Mr Mnisi, maybe before we do page 187,  
10 if you would just explain the pre-compliance criteria, what it is that is looked at to disqualify people, because there are specific topics at the top.

**MR MNISI:** Yes.

**ADV BALOYI SC:** I do not know if this is ...[indistinct] fit or not.

**MR MNISI:** Yes, indeed, Commissioner Baloyi. From a pre-compliance perspective, we check whether the company declared CSD number. This is to confirm whether they are registered on the National Treasury's Centralised Supplier  
20 Database. The second aspect, we refer to them being a restricted supplier. They are suppliers who are blacklisted from doing business with the state.

From a pre-compliance perspective, it is essential for the Bid Evaluation Committee to conduct a validation check whether any of the prospective bidders are listed

among the prohibited bidders as designated by the National Treasury. Second component is state employees. We do not do business with state employees.

They need to conduct an assessment from a pre-compliance level before we even move to administrative requirements, whether any of the bidders, directors or associates are state employees. A test compliance schedule is done at this stage as well.

It does not necessarily mean that bidders are  
10 excluded as a result of section 43 of the MFMA, which we will discuss later on. We allow bidders an additional seven days, but it is effective to take note on this, Chair, so that from an initial submission perspective, all structures of BEC, BAC and the probity teams and the accounting officer are aware that at this point in time, this bidder was not compliant.

The second aspect is that if there is a joint venture, there must be an approved joint venture agreement as well as a joint CSD, joint BEE certificate for preference point  
20 systems. Then lastly, it is effective for us to take note whether did these bidders attend the compulsory briefing session. There is a compulsory briefing session. If you do not attend that clarification engagement, you are disqualified at this point from the onset.

**ADV BALOYI SC:** Thank you.

**MR MNISI**: Chairperson, I will then move further to page number 187. On 187, we start looking at the administrative requirements now. The key items of completion for administrative requirements, bidders must ensure that the minimum bidding documents are fully completed. MBD1 for argument's sake must be completed in full. MBD4, which references declaration of interest, must be completed in full.

Bidders must provide other entities which they are  
10 directors in. They must equally provide those MMMA numbers from registration with the supplier database from National Treasury. They must further ensure that the declaration of procurement of any procurement of above 10 million is included as MBD5.

MBD8 is an essential to declaration of past SCM management experience. MBD9 is an essential declaration which certifies the independent completion of this tender. The joint venture agreement is an essential matter of consideration. And the last essential administrative  
20 requirements, Chair, is the pricing schedule. Pricing schedule must be completed in full.

In the instance where some bidders do not complete a price, they must put a dash or indicate that it is not applicable. This is to avoid issues if they are an appointed bidder, they now claim that they did not complete

all prices in full, they need to revisit the process. So we dictate that the pricing schedule must be completed in full without any mishaps.

This is also, Chair, an effective process that is done independently by the Bid Evaluation Committee, which is comprised of those individuals from supply chain management, the user department, as well as the tender owner. In this case, TMPD, it is a multitude of individuals who sit and assess these requirements independently. The  
10 second stage, which is essential, Chair ...[intervenes].

**ADV BALOYI SC**: Sorry, Mr Mnisi. That heading, Certification of Independent Tender Determination, who does that? Is it the bidder that does that certificate? Or is it an internal – what does it mean in fact? Maybe let me ask this more simply.

**MR MNISI**: It is the bidder, Chair. In short, they make a commitment that all the information completed here is from us as the bidder, and we stand by it.

**ADV BALOYI SC**: Okay, thank you.

20 **MR MNISI**: Chairperson, I am now going to move on page number 195 of the same pack. This pack now details a list of bidders that have been disqualified as a result of them being non-compliant to the administrative requirements that we have listed above.

It states all the bidders on board, and they list the

reasons on which of those seven administrative-related matters the bidder did not comply to. A multitude of reasons are provided that is fully aligned to the schedule that is provided above. It also demonstrates that due diligence is done in terms of doublechecking with the work of themselves that the BEC have in fact disqualified the correct individuals in line with the schedule that has been prepared earlier on.

10 So now, Chair, the bidders who remain and move on from administrative to mandatory compliance are the bidders who have passed the stage of administrative requirements. These are now listed from page 198. So, Chair, the purpose of me doing this is to outline the process and procedures which must be followed to validate the process is done A to Z to the T, and there has not been any glitch or mishap throughout the process.

20 We are now sitting on mandatory requirements on page 198. On page 198, we now list the bidders on the top, and it gives the key mandatory requirements as a column on the column towards your right. I know this page is upside down. However, the BEC, which is comprised of multifaceted individuals from all departments within the City, then conducts an independent checklist of each bidder that is remaining.

So, okay, we are now left with bidder 2, 12, 15, 19,

and 21 on page 198 for argument's sake. The minimum requirements is firstly, the bidders must have a PSiRA certificate. Do these bidders have that? They conduct a checklist, Chair. This is all under oath. There are declarations of interest that are completed by all members of the BEC.

Mandatory requirements are completed accordingly from one up until, I think, 11 for bidders 1 to 21, demonstrating that an independent process is done, and we  
10 are still within the key requirements of the legislative process of awarding bids of this nature.

If we move on for argument's sake to page 199, just to give you a picture of bidder 19. Bidder 19, for some reason, does not provide photographic evidence of vehicles as required in the specifications, meaning there is a glitch here and it is an area of concern, which means he might not be able to pass and go to the next stage, as well as the liability insurance of R10 000 000.

It is already an indication to me that bidder 19,  
20 without saying his name, will be disqualified from the process for failure to adhere to the key requirements as designated by the mandatory requirements. So, Chair, that is the process undertaken for all bidders, which then gives us guidance to move on to the next stage.

With your permission, Chair, I will now take us to

page number 206, same bundle at the bottom of page 206. We now give a clear explanation of the bidders who now did not meet at the bottom column, now gives explanations of the bidders who did not meet the mandatory requirements. They might have passed the administrative pre-compliance, they might have passed the administrative compliance stage, but when we got to mandatory requirements stage, they failed due to a multitude of reasons as displayed earlier on.

10           So, the bidders that are listed here, which is 12, 19, 44, 51, and 54 for argument's sake, do not meet the mandatory requirements. They are disqualified from the process moving forward.

          On 207, we now give an indication of the bidders that are moving on to the next stage. This is on page 207. The top is a tabulated – it is a table that informs bidder 2, 15, 21, 23, 26, 32, 35, 36, and 40 that are compliant from mandatory perspective. This means these bidders that we are looking at up in front of us are compliant from a pre-  
20 compliance perspective, they have met the requirements from an administrative compliance, they have met the mandatory requirements.

          They are now being moving forward to the next stage, which is a physical verification where the members of Bid Evaluation Committee, I am going to reiterate,

Chairperson, they are made up of multifaceted individuals across the City from supply chain management, TMPD, as well as the user department that is responsible for utilising this tender.

They then must go out on site and conduct physical inspections and validate whether the vehicles that have been provided as part and parcel of the bid are actually those vehicles, and whether those vehicles meet those key requirements, similarly to issues of weapons and other  
10 matters that must be validated from a physical verification perspective.

That process is then undertaken accordingly, Chair, and I will now move to page number 2111.

**CHAIRPERSON:** On 2111? 211?

**MR MNISI:** 211, 2-1-1.

**CHAIRPERSON:** You said 2-1-11.

**MR MNISI:** Sorry, Chair. 211, 2-1-1. On 211, we now designate the results of the physical verification that was done by the Bid Evaluation Committee. The Bid Evaluation  
20 Committee went out on site, inspected all the individuals who had passed the first three stages of the legislated supply chain management process and procedures.

Bidder number 21, for some reason, does not have a number 5-tonne truck as designated within the bid that was submitted. They then need to be disqualified as a

result of not meeting the requirements from a physical assessment perspective. We are now remaining on table number 7.2, with about eight bidders who are compliant from a site inspection perspective, who must therefore then be evaluated further on stage four.

Stage four is when you consider pricing and preference point systems. Bidder 2, 15, 23, 26, 32, 35, 36, and 40, Chair, are now the bidders who have passed the process from A to Z, and at the last stage, where they are  
10 evaluating the procurement process.

So, Chair, the process of me taking the Commission through this process is to try and designate the segregation of duties, one, the compliance process that must be followed by the Bid Evaluation Committee, and to give an indication that throughout this process that I have just mentioned, from pre-compliance, in fact, from the closing register, up until the Bid Evaluation Committee, I have got no involvement whatsoever. I have got no access to any of these documents whatsoever. They are under key and lock,  
20 and they are made available to designated individuals only.

**ADV CHASKALSON SC:** Mr Mnisi, do you play any role in the appointment of the members of these committees?

**MR MNISI:** No, I do not. Members of these committees are appointed by the City Manager. They are representatives, and they are seconded by the departments.

So, I will give an example. If there are members from TMPD, the Chief of Police must give us individuals. We have put these systems and internal controls on purpose, Chair, in order to avoid a situation where we handpick individuals who might be favourable to anyone.

The Chief of Police will be responsible for providing individuals who are from TMPD to certain, on BEC. If it is Human Settlements who is involved as well, group Human Settlements department must second individuals who will  
10 serve in BEC as well. And then the chairperson and the secretary of these committees are appointed by or are seconded by the supply chain management team.

**ADV KHUMALO SC:** So, it goes directly to the City Manager. You do not play any role at all, not even advising the City Manager?

**MR MNISI:** No, I do, Chair. I am CC'd on that, and I do confirm that we did receive a list from the various departments, and this is a list that the City Manager can endorse. I do advise and I do recommend it.

20 **ADV KHUMALO SC:** So, it is not a passive role, then you do play a part in advising the City Manager on the suitability of the people who are nominated to sit in either of these committees?

**MR MNISI:** Maybe let us put it this way, Chair. I am always carbon copied on those matters, and when there is a

descending view, I raise that. And in this instance, when I am carbon copied and I see the list of individuals and I am happy that the process has been followed and that the relevant departmental heads have recommended individuals, I endorse it, and I have no issue whatsoever.

In the event I am made aware, or I see in the process that this is a tender that is utilised by four groups, but there are only two departments are represented, I then raise concerns accordingly. My role is to make sure and  
10 validate whether we have given a view and an opinion from the user departments to second individuals they think are compliant to serve in these committees.

**ADV KHUMALO SC:** Thank you.

**MR MNISI:** So, there has been instances where I would say, no, Chair, I am not ...[indistinct] City Manager with this list. You cannot approve this. I am not seeing representatives from group A, B, or C that are users of this tender.

**ADV BALOYI SC:** A related question, Mr Mnisi. In  
20 paragraph 84, where you speak about the composition of the BEC, you say that, among others, there will be the user department, and then you say, and the department responsible for the tender. Is that still, that second part, is that still the user department or is it a different department, and what is their role when you say responsible for the

tender?

**MR MNISI**: So, responsible for the tender in this case will be TMPD. They are the ones who are designated the responsibility. However, if this function is not in place, human settlement departments normally bear the branch and are affected. So, they make use of the tender as Human Settlements or Shared Services, but the owner of this tender is TMPD. So, they make available some sort of funding to ensure that this tender is executed accordingly.

10 **ADV BALOYI SC**: I see. Thank you.

**MR MNISI**: Chairperson, I have covered now the essence of GM13. GM14 is a similar document, and it makes reference to a further report. In GM14, it is the final BEC report that has served to the Bid Adjudication Committee. The entire process has been concluded, Chair. I am just going to find the page. It is on page 244.

So, the major difference from GM14 to GM13 is that GM14, GM13 has served at BAC, which I will outline later on. BAC found a number of non-compliant issues or  
20 concerns which they were not covered with. GM14 now covers those issues of concern that were raised by BEC.

So, you will see the difference that they bring on board as a further report, and this further report touches on the areas of concern or the areas of non-compliance that had been previously raised by BAC and referred the matter

back.

We will touch on the three instances where BAC sat, and we will delve on the reasons in detail. I am just giving the Commission an example that if BAC, for argument's sake, take note that one bidder has been disqualified for an administrative matter, but there is no proof in the report that it has been provided, it is questioned, and the reports are referred back accordingly.

10 So, GM14, I am going to go to the picture where it gives us a further report and how the issues might have been addressed. I am just going to find that page for the Commission. There we go. So, Chair, on page number 329 of the second bundle, 329.

On 329, it comes back as a further report, and this is the major difference because this is the final report that serves at BAC now. So, this is a further report. Matters raised by the BAC, one to six, this was the issue that was raised. These are the responses that we are bringing on board as BEC.

20 **CHAIRPERSON:** Sorry, Mr Mnisi. Before going directly to GM14 from GM13, should you not have gone back to the narrative at page 201 and picked up from 84, which would then take you to GM14?

**MR MNISI:** Chair, I think what I was trying to do is, GM13 is a BEC report that was referred back.

**CHAIRPERSON**: Yes. You see, my difficulty is you refer us to a report that comes in after there has been some decision, preliminary decision by the BAC, if I understand you correctly.

**MR MNISI**: Okay.

**CHAIRPERSON**: That is my difficulty because you have not told us anything about the BAC getting involved at this stage. So, it has been BEC, BEC, BEC throughout. Do you get me?

10 **MR MNISI**: I get you, Chair.

**CHAIRPERSON**: Yes.

**MR MNISI**: So, on my statement, Chair, I start covering the events of the BAC from page 22, where I deal with each of the events. So, I am not sure you would want me to deal with this.

**CHAIRPERSON**: Is it not page 21, paragraph 84?

**MR MNISI**: Yes, this is page 21, paragraph 87. 21, 87 on the first bundle, on my sworn statement, I start dealing with the process of the Bid Adjudication Committee. 21 of my  
20 sworn statement, paragraph 87. So, I am almost getting to your concern, Chair, where I will outline each ...[intervenes].

**CHAIRPERSON**: Okay, maybe let me hear you out, yes.

**MR MNISI**: So, I am concluding on GM14, and I am saying on GM14 the purpose and the difference between GM13 and

GM14 is that it comes as a further report now. BAC have raised concerns. I will outline these concerns on each of the three occasions soon, Chair.

They have raised concerns. BEC is now coming on board and saying, we have dealt with these concerns. This is our responses. It is then retabulated to BAC, and this is the final BEC report that was considered and approved. So, now, Chair, I would like us to go back to the main statement on page 21, where I would outline now the bid adjudication  
10 process, as well as the three sittings that sat, which now will tie your concern in terms of what happened with that report, why was it not approved, and why was it returned back. And of course, obviously, how it was limited moving forward.

On 21 of the main bundle, or the sworn statement, I now deal with the Bid Adjudication Committee process. The Bid Evaluation Committee presents its evaluation outcomes and recommendations to the Bid Adjudication Committee. On this instance, it was on three occasions for this tender,  
20 Chair. It was on the 4<sup>th</sup> of September 2025. It was on the 18<sup>th</sup> of September 2025. It was on the 25<sup>th</sup> of September 2025.

On 88, I cover in summary that on the first two occasions, the matter was referred back to the BEC. This includes GM13, Chair, where the matter was referred back

to the BAC for further clarification, refinement, and alignment with the applicable supply chain management requirements.

he Bid Evaluation Committee duly considered the BEC's input and effected the necessary corrections and enhancements to the evaluation report, ensuring that all compliance, technical, and governance aspects were adequately addressed. Further to that ...[intervenes].

**ADV BALOYI SC:** Sorry, before you go on to the next  
10 paragraph, and you do not need to refer us to the document if it is not necessary, the power or capacity of the BAC to refer back to the BEC, where is that contained in the SCM policy?

**MR MNISI:** It is in the delegation of authorities, Chair, when systems of delegations, the roles and responsibilities of the Bid Adjudication Committee as per the MFMA, those are delegated. These are functions delegated to the City Manager, who further delegates them further to myself, who  
I serve as the chairperson, as well as other members who  
20 are serving on the Bid Adjudication Committee.

So the real reason for referring back, if we see issues of non-compliance, if there is areas of non-compliance to the prescriptions, the MFMA regulations, as well as the policy, we are entitled to refer that back and not invite the accounting officer to appoint as a result of

glitches which might not have been clarified by the BEC at that stage.

So those functions are as per the MFMA delegations, delegated by the accounting officer to the Bid Adjudication Committee. They are clear in the appointment letter that it gives to members of BAC committee as well, in terms of your roles and responsibilities and the key functions that you must execute.

**ADV BALOYI SC:** Okay, I do not know whether it is me not  
10 understanding your answer or maybe I did not express myself properly. What I am trying to understand is when the BAC exercises a power to refer back to the BEC, where is that contained?

And I ask the question because I am aware of some instances in another City where a BEC, after the BAC referred back to the BEC, the BEC said, no, we have done our job, we are not going to look at this again, we do not have the power to look at it again. You must make your decision based on what we have submitted. So I am aware  
20 of that kind of experience.

It is that kind of question that I am trying to determine whether your SCM policy authorises the BAC to refer back to the BEC instead of just making a final decision on the basis of the report that you have. You understand what I am asking?

**MR MNISI**: Yes, Chair, I understand.

**ADV BALOYI SC**: Okay.

**MR MNISI**: So, Chair, I can confirm the policy is clear and the policy makes reference to the BAC performing its function ensuring that the process has been followed to the T without any glitches or shortcomings. If the BAC picks up shortcomings within the process, we are entitled to refer that back for clarification.

Before we refer the matter back, you must be aware  
10 that the individuals from the BEC are given an opportunity to clarify on the spot. We are here today at the Commission. You asked me for a relevant section in the MFMA. I said, Chair, I am not aware of the actual section right now. Can I come back to you?

So, back to the BEC perspective. BEC will say, where is the probity report in terms of this bid? Or the probity raised these concerns, have you addressed them accordingly? We are not seeing this clearly stated in the BEC report.

20 The BEC is there to answer that question. If they are able to answer that question, we are then satisfied with the response and the procedures move further. If they are unable to answer that question, Chair, we are then at a standoff. And this is when we refer matters back. When answers are not readily available by the BEC, or whether

the BEC themselves need to reconstitute in terms of responding to the BAC on that particular query.

This also happens from an accounting officer perspective, Chair, where the BAC would conclude on an award. The accounting officer has got the power to refer that back and say, I am referring this back. I am not certain whether you have covered area one, two, or three, or within the mandatory requirement stage. I am not convinced that bidder number 2 has complied with these issues on board.

10 So that also happens on a regular basis.

BEC is able to respond. If we respond accordingly, the accounting officer then okays that response and approves. So in this instance, the answers from the BEC were not readily available. Hence, a matter was referred back and the BEC accepted, Chair, that this is something that we need to look at. This is a compliance glitch that they might have overlooked as well, or the report was not clearly stated on how they addressed matters of that nature.

20 The nitty-gritty is essential, Chair, because the City is always involved with legal battles with service providers as to why they have been disqualified in some instances, and in some instances, why others are appointed. So these decisions that are taken must not be subjective. They must be objectively stated within that. I am not sure if that covers you, Chair, Commissioner.

**ADV BALOYI SC:** Okay. Look, I think we will discuss it further as you testify, but I hear your answer.

**MR MNISI:** Chairperson, I was on item number 88, where I concluded that:

10 “On the first two occasions, the matter was referred back to the BEC by the BAC for further clarification, refinement, and alignment to the applicable supply chain management requirements. The BEC  
duly considered the BAC's input and reflected the necessary corrections and enhancement to the evaluation report, ensuring that all compliance, technical, and governance aspects have now been adequately addressed.”

On 89 attached:

20 “Following the incorporation of these revisions, the BEC resubmitted the matter to BAC on the 25<sup>th</sup> of September. The BAC was satisfied that all outstanding issues had been appropriately addressed and resolved. The BAC subsequently approved the recommendation, resulting in a formal signing of the resolution and its

submission to the accounting officer for further consideration and approval in accordance with the prescribed SCM delegation framework.”

Chairperson, with your permission, I now deal with what transpired on each of the days, on the 4<sup>th</sup>, the 18<sup>th</sup>, and the 25<sup>th</sup> at the BAC itself. What transpired on those separate dates, and I will refer you to several annexures, which will also answer your concerns on GM13 and the reasons why  
10 that was referred back.

**ADV CHASKALSON SC**: Sorry, Mr Mnisi. Sorry to interrupt, but we have got a practice of taking a tea break at 11:00. So I think if you are going to shift to each of the BAC meetings, it may be convenient to take the tea break before you do that.

**CHAIRPERSON**: Thank you, Mr Chaskalson. Let us adjourn and resume at 11:35.

#### **INQUIRY ADJOURNS**

#### **INQUIRY RESUMES**

20 **CHAIRPERSON**: Mr Chaskalson, you are late and you cannot have an excuse. You know that we keep time. Can you explain yourself please?

**ADV CHASKALSON SC**: I cannot. I have no excuses. I apologise. It will not happen again.

**CHAIRPERSON**: It will not happen again. Thank you.

Apology accepted. Mr Mnisi, I assume that because I think you jumped, you were dealing with the column document around page 18. I am not asking you to go back at this stage, but I assume at some stage you will go back there and take it from there. Unless I missed something.

**MR MNISI**: Chairperson, on the table later there was a summary of the events. It was a quick snapshot view of what I have been going through now. So, I am not ...[intervenes]

10 **CHAIRPERSON**: I am not stopping you. I am not stopping you. What I am just saying I assume that at some point you will go back there.

**MR MNISI**: I will go back to summarise what we just discussed.

**CHAIRPERSON**: All right, okay. Please continue.

**MR MNISI**: Thank you, Chair. I am now moving to paragraph 90, where I start setting out the sequence of events and proceedings which occurred on the separate BACs being the 4<sup>th</sup>, 18<sup>th</sup> and 21<sup>st</sup> of September, 20 respectively. So, on page 22, sworn statement, paragraph 90, I start dealing with what happened and what transpired on the 4<sup>th</sup> of September 2025:

“This report was presented by the BEC Chairperson, Mr Victor Kgopa, to the Bid Adjudication Committee at its meeting

held on the 4<sup>th</sup> of September 2025. During the deliberations, the BAC raised a number of substantive concerns regarding the evaluation outcomes in the contents of the report. Key among these were the absence of a clear justification for not recommending the highest scoring bidder across the various regions, as well as inconsistencies which were observed in the allocation of bidders to regions, including instances where the lower-ranked or more expensive bidder were recommended without explanation. The BAC further noted concerns relating to the pricing and commercial viability. The BEC indicated that certain bidders may have quoted unrealistically low prices, potentially affecting their ability to deliver on the required service, and confirmed that at least one of the bidders had acknowledged their inability to perform at the quoted rates in writing. However, the BAC found that these considerations were not sufficiently documented or substantiated within the

report that was presented to the BAC. Additional concerns included the absence of a final probability report confirming that all identified risk compliance issues had been adequately addressed. The lack of clarity on unit pricing and fee structures, particularly the inclusion of as-and-when required, which was key for this tender, and insufficient detail on the methodology applied to allocating regions to bidders. The BAC also raised concerns and compliance issues regarding operational practises, specifically the potential use of service providers across multiple regions without explicit provision in the tender specifications and the absence of clarity on the legal implications of such arrangements. Considering the above, the BAC resolved to refer the report back to BEC for revision. The committee indicated that it was not satisfied that the report adequately addressed critical issues related to bidder selection, to pricing chain integrity, probity

confirmation, compliance with specifications of the bid, and the transparency of allocation methodology. The BEC was requested to address these matters comprehensively prior to resubmission. The resolution hereunder has been attached as Annexure GM15 in the second bundle.”

GM15 Chair has been catered for on 343 on the second  
10 bundle. So, what we see on GM15 Chair is an actual bid adjudication committee resolution, which outlines the recommendations which were brought on board by the BEC. It gives the clear explanation or guidance in terms of what transpired during the meeting and what were the concerns that were raised.

We will take note for argument's sake, Chair, on page 346. On 346 of this Annexure GM15, we summarise that it was agreed, therefore, that the report be referred back to BEC on the basis that BAC was not comfortable with  
20 the following:

[1] The pricing per award leads to bid pricing, and some of the pricing in the fee structures are as and when. BAC further notes that as and when is not standard pricing.

The report does not provide an explanation as to why the

higher scoring bidder has not been recommended.

**CHAIRPERSON:** Can you please explain the concept of as and when pricing?

**MR MNISI:** So, Chairperson, it is a rate-based appointment, meaning there will not be illegal invasions every day. So, if we do an appointment without clearly stipulating as and when, the bidders might take advantage of that and submit a monthly invoice, even when there was no work that has been done in terms of removal of illegal  
10 structures and invasion.

**CHAIRPERSON:** Oh, thank you, thank you.

**MR MNISI:** The third aspect is that we, as BAC, were fully aware that this bid underwent probity. However, the final probity report was not provided to the BAC at this stage, confirming that all the concerns that were raised had been addressed. Concerns in terms of service provided used across all regions was a massive provision which was not catered for in the specifications.

There was no clarity in terms of methodology used  
20 in terms of allocating regions to specific bidders. On the basis of that region, Chairperson, it was resolved that this tender be referred back by the acting Chairperson of that day, as I was not in. I am the Chairperson of BAC. If I am not in, I am delegated to appoint an acting Chairperson. On the Bid Adjudication Committee, we set on the 4<sup>th</sup> of

September, the Governance and Support Officer, who is the Senior Manager, was acting as the Chairperson of the day.

**ADV KHUMALO SC:** But you were part of the process. It is just that when the document was signed, you were not there on that day.

**MR MNISI:** No, Chair. I was not present at the BAC that set on the 4<sup>th</sup> of September. I had appointed an acting Chairperson to preside over the meeting on my behalf.

**ADV BALOYI SC:** Again, it is just to try and understand  
10 how it works. The way you are reading now, the second  
bullet, for example, it says the report does not provide –  
this is the BEC report you are referring to. It does not  
provide any explanation as to why the highest scoring  
bidder has not been recommended. Now, is it not the  
function of the BAC to make its own determination on the  
basis of the report that you have received?

Because you have received a report and then you  
have members of the BEC, as you explained, attending that  
meeting. You ask them questions and they respond and  
20 provide clarifications. If the report of the BEC, according to  
your determination as a BAC, there is the highest bidder  
who should have been recommended, is that not a  
determination that the BAC then makes instead of referring  
that back to the BEC? I am just trying to understand how  
things work in practise, in fact.

**MR MNISI:** In practise, Chair, had the BAC made a determination, there would be a breach in lines in terms of the delegation of authorities. Three processes can be undertaken from a BAC. You can recommend for the award. You can cancel the bid if the irregularities or the issues picked up are uncurable in nature. Three, you can refer the matter back to the BEC for reconsideration.

So, in this instance, there was no certainty as to why. The report was not substantive in terms of why is this  
10 bidder, who appears to be the cheapest, not awarded. Yes, as a BEC, you give us a letter saying this particular bidder had confirmed, well, you tell the BAC that the bidder said they are unable to deliver. There are prices that they quoted. They will not be able to execute the work.

But that is not attached in the BEC report, meaning when you do come back to BAC, we expect that letter authorised by that specific service provider who was the highest scoring bidder at this stage. So, we do not make a directive because there will be a breach of process. We  
20 have to allow the BEC to make a determination. There must be consensus throughout the process.

We make a determination in some instance it might not be well informed. So, we need to ensure that the committee re-evaluates this. They could come back to BAC and say this bidder has not been awarded because of these

reasons. We will then have an opportunity to interact with the reasons that have been provided, either agree with them or disagree with them on the way forward.

If this issue, for example, were to come up on the second round Chair and we are still uncertain, BAC could make a provision that we are now either uncertain whether we could proceed with this, irregularities that we identify are not cured, we would recommend for a cancellation of this bid, or we have now received adequate explanation in  
10 terms of why this highest scoring bidder was not awarded, at which stage it might have fallen off the bandwagon, and then move ahead with the recommendation. So, we will not give a directive, we will allow an opportunity for the committee to elaborate on this matter so that there is consensus throughout. We would not want to force a decision down the committee Chair. The delegation and segregation of authorities do not allow that at all.

**ADV BALOYI SC:** Okay, thank you.

**MR MNISI:** Chairperson, I will now move back to the sworn  
20 statement on page 24. I am proceeding to the second bid adjudication committee which is set on the 18<sup>th</sup> of September on page number 24. So, on page 24, the BEC comes back. Again, Mr Victor Kgopa, who was the Chairperson of the BAC, comes to BAC:

“During his deliberations, the BAC raised

several concerns relating to the compliance, probity and transparency of the evaluation process. The committee emphasised that the requirement once issues raised by the probity team have been addressed by the BAC, a final probity report must then be brought on board to give confirmation that, indeed, the identified concerns have been fully resolved. Chairperson, in this regard, the BAC noted that documentation provided on validity extensions reflected responses only from five bidders rather than all 57. There was no formal communication received from the independent external probity audit team that the matters that had been raised had been adequately resolved.”

10

On page 97, I further stated that:

“The BEC resolved that the tender remained valid until the end of September and that the recent extension was just a precautionary measure to ensure the validity upon finalisation. It further undertook to ensure submission of all outstanding bidder confirmations,

20

which it did.”

98:

“The bid evaluation committee also highlighted the need for greater clarity and transparency in the report, particularly regarding the methodology used to allocate regions. This comes up again as an issue which is not clearly dealt with as from the first referral back.

10

The BEC indicated that the bid specifications did not prescribe specific allocation criteria. However, other than limiting bidders to one region, the bid evaluation committee then decided to utilise the preference point system which will be applied in terms of determining allocation of bidders.”

Meaning seven regions, seven bidders, higher scoring bidder from one to seven will be allocated in that order.

20

One region one, two region two. That was the preference point system that were to be outlined. However, Chair, what the BAC took note of is that this application system was not clearly articulated in the report. The report that you are bringing to BAC now, yes, they are responding to us, and they are telling us in the BAC, but it is not clearly

articulated on the process of utilising the preference point system to allocate bidders to regions:

10                   “Additional concerns, Chair, were raised regarding the rationale for engaging in price negotiations only with certain bidders and not all, as well as inconsistencies identified in the probity findings. Specifically, the BAC noted a discrepancy where a bidder which was flagged by the probity team for non-compliance was nonetheless recommended for award without adequate explanation.”

This was a major red flag for us which indicated that there was an inconsistency on the probity report and what the BEC was bringing to BAC. In paragraph 100, I summarise:

20                   “[1]           Provide clarity on the apparent inconsistency regarding the recommendation of a bidder previously disqualified by the external independent probity team. Obtain and submit a final

probity confirming that all issues have been dealt with satisfactorily. Clearly document the methodology which will be applied to allocate regions to suppliers as per the preference point system that you are verbally telling us now.”

I am then going to refer us to GM16 on the second bundle  
10 which outlines the resolution that was taken by the Bid Adjudication Committee. Again, Chair, referring this report back in light of those discrepancies that were noted. GM16 has been captured on page 348. So, you will see now that there is improvement in comparison to GM15. Firstly, there is no blanket amount that is now given to each bidder.

In the previous GM15 you would have seen, you would have said Region 1, Bidder 15, a holistic price of 250 000 for argument's sake. Now it is clearly articulated on what the pricing for personnel is, what the pricing for  
20 vehicles is, what the pricing for additional vehicles are, and it is on an as-and-when basis. I will move further, Chair, in terms of that major difference in articulation on the improvement that was done by the BEC towards page number 353. Well, let us start at the bottom of 352. During the discussions on the matter, the Bid Adjudication

Committee meeting held on the 18<sup>th</sup> of September, the committee resolved the following. I have touched on this in my summary, that:

“After the findings provided by the Probity Team, they had been addressed by the BEC. The Probity Team must now provide a final report, giving us assurance.”

You cannot just tell us by word of mouth, as BEC, that  
10 Probity Team have confirmed the report is now fine, you can approve. We need a portfolio of evidence to convince us, as the BAC, that indeed, that certainty was obtained. Second point was, in terms of the Probity Team raised concerns on the validity of extensions, and the committee further noted that supporting documents in terms of validity extensions attached only for five bidders, therefore confirmation had been provided to the Probity Team, and this matter was resolved.

Adequate evidence was provided within this BAC  
20 we were comfortable with that. In their response Chair, the BEC indicated as well that the tender was still valid, this was only a precautionary mechanism. However, I think what is key is in reference to the preference point system, which will now be utilised in breaking down the award of each.

This is now captured on page 353. How the preference point system was applied should be included in the report, which is a significant determination on what we should do, Chairperson. There were also concerns raised in the report that do not provide reasons why the BEC negotiated with bid number 36. There were no adequate reasons for whom they considered prices to be high but have not negotiated with other bidders like bidder number 40.

10           It was very odd for BAC, why would not you conduct a bid negotiation for all bidders who are subject to our prospective bidders. Similarly, on 21, that in their response BEC indicated that they compared the VAT exclusive and inclusive price, and benchmark provided by the department, and the sourcing strategy as per the BEC report that I indicated earlier.

          And noted that the inclusive price on this were higher, therefore opted for negotiation on this. They were of the view that bidder 40, for argument's sake, was within  
20 the sourcing strategy and was not above the pricing. Now, on page 21 on the probity report, clearly indicated, Chair, that bidder number 2, without mentioning its name, well, I think I should, that bidder number 2, Vimtsire Security and Protection Services, Chair, did not submit three years audited financial statements.

This is what was indicated in the probity report, mind you. However, they were disqualified, indicated that the bidder did not have a five-tonne truck, therefore were disqualified. However, the bidder is being recommended for region 5. That was a major concern that BAC had picked up, BAC had raised, we therefore had to refer the matter back. So, in short on 354:

10                    “It was therefore agreed that the report  
                         be referred back to the BEC for them to  
                         consider the following.

[1]            Provide clarity regarding the  
                         disqualification from the probity  
                         team. The external probity team  
                         says bidder number 2 of Vimtsire  
                         Security Services might be  
                         disqualified, but the BEC, in any  
                         case, moves ahead with the  
                         recommendation.”

20            Major concern for us, we could not agree to this, it was  
                         referred back. Obtain a final probity report confirming that  
                         all matters have been addressed. Remember I indicated,  
                         Chair, earlier that the BEC verbally indicated to the BAC  
                         that this bidder number 2, the matter was deliberated with  
                         the probity team, it was effectively dealt with and they were  
                         compliant.

However, we could not rely on that, we needed physical evidence in the form of a probity confirmation report as we would normally have. Include in the report how a preference point system would be applied. For those reasons, Chairperson, we therefore refer the report back. We will take note, Chair, that I was back in this sitting, I was chairing this sitting of the BAC on this day, on the 18<sup>th</sup> of September 2025. Chairperson, I will now go back to paragraph 101 on page 25. I now deal with the outcomes of  
10 what transpired at the BAC on the 24<sup>th</sup> of the final BAC, now it is set considering this matter, on the 24<sup>th</sup> of November 2025:

“The report was presented by the BEC Chairperson, Mr Victor Kgopa, to the Bid Adjudication Committee at its meeting held on the 24<sup>th</sup> of September 2025. During these deliberations, the BAC took note of further issues, that Bidder number 32, Elshaddai Security Services,  
20 Bidder 35, Ngaphesheya Construction and Projects, as well as Bidder number 15, Two Cops and Security Services, at this stage were non-compliant at the time of evaluation. Accordingly, the BAC directed that the provisions of SCM

Regulation 43 be applied for these bidders. The committee further noted and accepted that the confirmation that all issues previously raised by the probity team had been satisfactorily addressed. As evidenced by the attached Final Proactive Forensic Assurance Review Addendum Report that was provided giving the BAC assurance that all these matters have been dealt with accordingly.”

On 105, I conclude on the outcomes of BAC that:

“In light of the above, the BAC finally approved the recommendations of BEC subject to the implementation of Regulation 43. It was further noted that subsequent to verification through the Centralised Supplier Database System, there was confirmation that was received that affected bidders were now tax compliant.”

The resolution of this sitting, Chair, has been captured as Annexure GM17. With your permission again, Chair, I would request that we move over to bundle number 2, to page number 355, wherein I want to take the committee

through GM17. In GM17, the final resolution, and maybe we can start at page number 366. This is the final report that was now recommended for approval.

It was recommended by myself as the Chairperson of the BAC to the accounting officer for approval. It was subsequently approved after validation and confirmation by the accounting officer. So going up, Chair, in terms of the content of this report, BAC had taken note that all issues that had previously been raised have been adequately  
10 addressed:

[1] The issue where a probity concern, which was identified and there was confirmation received from the probity team in the form of Forensic Assurance Review Report as an addendum, attached by the external independent verifier, that bidder number 2 was indeed compliant.

That provided surety to us at BAC that all processes have been complied. The allocations per region were also clearly identified by the BEC and a structure and a process flow  
20 was given to give direction that a subjective process was avoided. And that a process in terms of allocating bidders to regions, in terms of the preferential point system, was applied.

This then, of course, Chair, led to the final shortcomings that were picked up. The three bidders, 32,

Elshaddai Security Services, 35, Ngaphesheya Construction and Projects, 50, Two Cops and Security, at this stage were non-tax compliant. If they are non-tax compliant by law, we need to give them seven days. We need to notify them that you are a prospective bidder.

You need to ensure that your tax measures are in place. We will be giving you a formal seven-day period. This process is duly handled by the accounting officer's office. Confirmations are sent. Responses are received  
10 from their end and confirmations are received. This is the process which led to the final award from the Bidder Adjudication Committee side, Chair.

On that, Chair, I want us to now go back to page 26 on the sworn statement. I will now be proceeding with the probity report, the first one. What I have done now, Chair, I have outlined the process from an end-to-end spectrum. From the bid specification right through to the Bidder Adjudication Committee and what the law designates us to perform on each of those functions, delegated as they are.

20 **ADV KHUMALO SC:** Before you go to page 26, where you had stopped was on page 18. You were dealing with a table and then you set out the process that took place or the summary of events in each committee. And remember, Chair, said I was hoping you would come back to this because you then went to the various annexures. For me, I

need you to clarify paragraph 75 because based on what you have told us happened at the three BAC meetings, you can then influence the process because you can say, why is this bidder not recommended?

Why have you not given reasons for not recommending the one that has the lowest price? This bidder is non-compliant from a tax perspective. Give them time to do this and that. So, can you then clarify what you mean to demonstrate the fact that I could in no way  
10 influence the process? Because if you are a Chairperson of the BAC and you participate in each of those meetings where you are able to send things back to the BEC, then it means you can influence the process. I would understand if you had framed the paragraph to read as follows. Up to the stage of the BEC, you cannot influence the process. But surely when it gets to BAC, you play a part there and you can influence the process to the point where you can even reject the BEC's recommendations.

**MR MNISI**: Okay, thanks, Chair. Commissioner, I think  
20 firstly we just need to understand how BAC is made up. BAC is made up of about seven individuals. These are all senior managers within the City of Tshwane. They are appointed by the city manager. My role as delegated in terms of the SEM function is to be the Chairperson of the Bidder Adjudication Committee.

So, Chair, influencing a process and directing proceedings in compliance with the relevant laws and regulations, from my perspective, is two completely different issues. So, if we were to analyse and scrutinise documentation in front of me, applying the rules, laws and regulations and prescripts of the law, it is not a process of influencing.

It is a process of validating, providing assurance and asserting that core key compliance mechanisms have  
10 been followed. So, Chair, with respect, I would like to maintain the statement that I do not influence, but I play an oversight in terms of ensuring that all due processes are followed accordingly at the stage of the Bidder Adjudication Committee.

**CHAIRPERSON:** Please continue.

**MR MNISI:** Thank you so much, Chair. I was on 1. Yes, 105. On 105, I now deal with the probity report and the outcome thereof. Chairperson:

20 “Group Audit and Risk is a department within the city which is formally engaged and mandated to conduct a probity audit on the tender under consideration. In executing its mandate, GAR, short for Group Audit and Risk, further appoints an independent external legal firm to provide

specialised legal support and to ensure an objective, comprehensive probity review prior to matters being presented to and considered at the Bid Adjudication level. It is an additional step that we have put on board as a result of the deficiencies that we have picked up in the past in terms of shortcomings on matters of compliance.”

10 On page 106, Chair, I deliberate that:

“The primary objective of a probity audit is to provide assurance that the work of the BEC adhere to all applicable supply chain management prescripts, legislative requirements and governance standards. This includes verifying that the evaluation process was fair, transparent, consistent and compliant, that all bidders recommended for the award fully met the administrative, technical, financial and statutory requirements of this tender. The probity process further entailed identification and assessment of potential risks, irregularities, deviations and the provision for corrective recommendations

20

to ensure full compliance prior to adjudication. In this regard, it is important to note that the probity findings and recommendations carry significant governance weight and are regarded as authoritative. As such, they are required to be fully addressed and resolved and cannot be disregarded or overridden without appropriate justification and due process within the applicable regulatory framework.”

The detailed probity report has been attached as Annexure GM in the second bundle, GM18. Again, Chairperson, with your permission, I would like us to go to GM18, and it is situated on page number 367. On page 367, Chair, 368, you will take note that Group Audit and Risk make a submission to the Accounting Officer. It is a Proactive Forensic Assurance Review Report into Tender TMPD01-2024-25 for the Tshwane Metro Police Department.

They further take note that the completed final Proactive Assurance Review Report form part that will notify your office on the 4<sup>th</sup> of April, meaning the Accounting Officer's office was given a go-ahead, an indication that the probity will be conducting an audit or an assurance exercise before TMPD01-2024 is awarded. Attached, of course, is

drawn to your attention the final report that has been presented.

Within this report now, Chair, if I could explain in short, it is a mirror exercise by a team of external independent individuals who do exactly what the BAC has done, meaning they obtain all documents that have been provided to them. They look at pre-compliance. They look at administrative compliance. They look at mandatory compliance.

10           They look at the POE that has been provided for the fourth step in terms of physical site assessment, and then they look at the preferential procurement system and the allocation of bidders. That process is conducted from scratch by this independent external law firm in order to validate that all matters and all compliance issues have been dealt with accordingly.

          So, within this, Chair, of course, will take note that findings have been raised on 35372. These are the findings where the BEC must ensure that they are adequately dealt  
20 with before the matter comes to BEC - to BAC for approval. That process undertakes itself, and if you look at this, Chair, they designate the process that is followed. On page 357, they clearly articulate the mandate and why they are doing this process.

          It is a critical function to ensure that we avoid

incurring additional UIFW in the city. It is a significant step or internal control that was instituted that was not previously there, Chair, at the City of Tshwane. We brought this new internal control on board in order to reduce instances of irregular expenditure that was ballooning to the top of the city.

This was a new internal control that was brought on board. The work that is done here is clearly to articulate whether all functions have been performed accordingly. So, 10 if you look at the outcomes of this report, Chair, for argument's sake, I want to take you without going to the details of the report, I have explained in short that it is an evaluation by an external legal independent party who has got no interest whatsoever at the city.

They then come up on page number 387, for argument's sake. On 387, they are providing us with findings on the administrative compliance page, and they say, we have taken note of these bidders. We confirm that these bidders must be disqualified for these reasons. This 20 is mirrored and checked against the BEC report. A checklist exercise is conducted.

There is an agreement in terms of all bidders that are disqualified or bidders that move over to the second stage of the bidding evaluation process. This is a confirmation now that is obtained by the probity report. I

am going to move on to 391. 391 of the same report. 391 item 11.5. Probity report gives guidance that the following bidders complied with administrative compliance and were therefore evaluated to go to the second stage.

They list the bidders 12, 15, 19, 21, 23, 26, right up until 54. They confirm that they have checked all of these issues. Administrative compliance is in place. They are validating that as the probity assurance team. They then move over to 392. And same on 392, mandatory requirements, stage 2. They take note that for argument's sake, bidder number 12.

It is not compliant, meaning they did not attach public liability insurance review. They cannot move over to the second stage. Work of the BEC is to validate whether this has been catered according to the BAC, which indeed it was. The next stage, Chair, I want to take you through is on page 393. On 393, on 11.7, they provide a list of bidders who were compliant on stage 2 on the mandatory requirements, who are now eligible to go through to the next stage in terms of the supply chain management process.

They give the list of these bidders from 2, 15, 21, 23, 26, 32, 35, 36 and 40. Then the last stage, they also conduct a site inspection on their own, Chair. On their own, they conduct a site inspection, they validate. I am on page 394 now. On 394, the third stage of the probity report is to

conduct site inspection and to validate. So, if you look at this report on page 394, the proactive forensic assurance report where independent individuals completely external from the city confirm that two bidders, 21 and 2, are not compliant at this stage.

Remember, we had taken note on bidder number 2 that there was an issue, and BAC had referred this report back and required an addendum report to give us surety that this matter had indeed been completed. Nonetheless,  
10 we will then proceed, Chairperson, to page 395 where they give us further report that bidder number 2 and 21 are not compliant at this stage. However, the following we are happy with. On page 395, on 11.11, they provide an outcome of evaluation. That the following seven bidders complied with stage 3 of site inspections and were evaluated to go through to the pricing stage to provide these bids. They conclude that:

20 “The findings cast doubt on the integrity of the tender process undertaken in the city. While they are significant enough to make the process irregular and expose the city litigation, the BEC may still correct the identified defects before submitting this report to the BAC for final recommendation. This is then the

process that is undertaken, a correction, a removal, and a confirmation to align to what the independent party have brought on board to us as a BEC state.”

They then give their final recommendations. They certify the report through a correction, Chair. I was just giving an indication before I go to GM90 of the final probity report, what their role is, how they fit in at the city as well. Chairperson you will now ...[intervenes]

10 **CHAIRPERSON**: Just before that, are all these steps done serially or sequentially?

**MR MNISI**: After. After BAC has concluded, Chairperson. That is why ...[intervenes]

**CHAIRPERSON**: I mean all the probity steps.

**MR MNISI**: Yes.

**CHAIRPERSON**: The several probity steps that you have been dealing with.

**MR MNISI**: Yes.

**CHAIRPERSON**: Are they done serially?

20 **MR MNISI**: Chairperson, they are done after BEC, not after the work of the BEC. Not while the BAC is doing administrative ...[intervenes]

**CHAIRPERSON**: No, no, no. I am within the probity.

**MR MNISI**: Yes.

**CHAIRPERSON**: The external entity. I am talking about

within the probity. Are the various steps that you have been dealing with done sequentially?

**MR MNISI**: Yes, Chair.

**CHAIRPERSON**: There is this one. You knock off whoever needs to be knocked out. You move on to the next one. You knock off all the way, all of them sequentially.

**MR MNISI**: Correct, Chair.

**CHAIRPERSON**: I would understand with just one example, for instance, when you have to go to the various  
10 sites.

**MR MNISI**: Yes.

**CHAIRPERSON**: I would understand that that would have to be done separately.

**MR MNISI**: Yes, Chair.

**CHAIRPERSON**: I am not so sure that you have to do all the others, which may well be a desktop exercise. I am not so sure that they need to be done sequentially.

**MR MNISI**: Chairperson, they are. There is only seven bids, so that is done in a day. The site assessment could  
20 be done in a day.

**CHAIRPERSON**: Okay, all right. I am asking because I seem to recall that there was testimony that said there are lots of delays as a result of the probity exercise, amongst others. I think there was such evidence.

**MR MNISI**: You will take note that this bid closed on the

2<sup>nd</sup> of October 2024, but the final award was, from a BAC perspective, was made on the 21<sup>st</sup> of September 2025. But in all due respect, Chair, these are necessary processes to curb irregularities until we finalise the digitalisation of our SCM platform. We would rather deal with delays of this nature.

We would rather encourage proper planning by departments. We encourage that a tender process must be undertaken 12 months before the end of a new tender, until  
10 we are certain that the digital process is in place and we can with certainty deal with issues of illicit activities and corruption. So, Chair, these delays are necessary. Without this probity report having been done, we would have appointed bidders who should not have been there, Chair.

**CHAIRPERSON:** I am by no means suggesting that you should not have it. Not at all. I am not suggesting that.

**MR MNISI:** Yes, Chair.

**CHAIRPERSON:** Of course, I think it was in the context of a different bid, not this one, if I am not mistaken. But my  
20 point stands, I forget which, it was one of the very first witnesses from Tshwane who said that there are delays that result from the probity exercise. So that is why I am engaging you on this.

**MR MNISI:** True, Chair. But I still deem these delays are necessary to at least ensure that there are no irregularities

and that the city is not subject to litigation from errors which could have been avoided. This was a necessary internal control mechanism to reduce irregular expenditure, one, and curb illicit activities, Chair.

**CHAIRPERSON:** Thank you.

**ADV KHUMALO SC:** I think, Mr Mnisi, the point that the other witness made was the result of this delay is that the previous tender or the award which has already expired then has to be extended. And if you are spending R800 million a year, people whose awards have expired, you are now appointing them on a month-to-month basis for a period of a year, and you are spending R800 million that you should not have spent on them. So, you are not only influencing the new tender, you are also influencing the old one because if those who were appointed under the old tender would not have qualified under the new one, the effect is that they get an extension of a year. So, there are those issues.

**MR MNISI:** Chairperson, precisely our concern. It is a potential expenditure of R800 million. And were we to proceed with an award without this necessary assurance exercise, we would be doing injustice. You will take note that on the instance that we are referring to, I think it is TMPD2 in 2016, that process was deemed irregular, Chair. And had this exercise been brought on board, it could have

been easily avoided at that time.

So, we are always encouraging all departments to ensure proper planning until a point in time where we are able to have the digital systems on board to curb this where there is certainty. At this point, Chair, this is such an essential exercise. The city was sitting with irregular expenditure almost worth R18 billion. The situation now is the chief financial officer as well as the city manager could not afford for this to continue.

10 Hence, the resolution is you must ensure that bids are advertised at least 9 to 12 months before they end because we need to ensure that the proactive forensic assurance exercise is undertaken. Once we are able to confirm that the digital system is on board and we are able to deal with petty, inconsistent, illicit activities, we will then deem this as an additional exercise.

At this point, Chair, it is a necessary exercise. If we were to spend 800 million on a new tender, we need to be certain that all processes have been followed to the T.  
20 From the extension, Chair, if you look at our extension notices, in some instances, it is on a month-to-month basis. It is not really a blanket approach of saying you will now automatically get the new 800 million as the old bidders.

It is a month-to-month where we still give departments an opportunity to fast-track and finalise this

process. Also, Chair, what I want to add is that mechanisms of escalation of delays are there for departments to deal with. Departments, if there are delays, have the full authority to engage the Chief Audit Executive to put systems in place to fast-track matters of this nature. But the key exercise is that we need to deal with proper planning exercises, Chair. That is an issue that has not been there at the city at one point in time. And this is one mechanism that forces that through. And it is a double-  
10 edged sword in a positive way:

[1] We are able to plan accordingly.

[2] We reduce irregular expenditure that is incurred by the city.

But, Chair, I think I will break down further within my statement on that particular tender and what actually transpired in each of the events where the extensions were considered by the BAC.

**ADV BALOYI SC:** Mr Mnisi, just to understand the sequence of the process. So, the BAC does its evaluation.

20 **MR MNISI:** Yes.

**ADV BALOYI SC:** And then they have a report. Is it at that point that probity is brought in?

**MR MNISI:** Yes.

**ADV BALOYI SC:** The probity authority is brought in at that point?

**MR MNISI:** Yes.

**ADV BALOYI SC:** Appointed by the City Manager?

**MR MNISI:** Yes, and the Chief Audit Executive.

**ADV BALOYI SC:** And the Chief?

**MR MNISI:** Chief Audit Executive.

**ADV BALOYI SC:** Okay, and then where does the probity report save once it is done?

**MR MNISI:** Once it is done, it is presented to the BEC. The findings are presented and deliberated at the BEC.  
10 They are given an opportunity to make the necessary corrections. Once consensus has been reached between probity team and the BEC, then it is served to the BAC for further consideration.

**ADV BALOYI SC:** Okay, so, where you have had to return as a BAC, you have had to return a report or a process to the BEC to address the probity concerns. What does it mean for the process that you have described? Does it mean the BEC did not address the concerns in the probity report but simply submitted to the BAC and you then said,  
20 but you have not addressed this? I am trying to understand the process as you explain it. This is how it is supposed to happen. And what, in fact, would have happened in the situation that you explained to us that you had to turn it back.

**MR MNISI:** Indeed, Chair, you are spot on. That is exactly

what it means. It means BAC has identified a notable difference between the final probity report and the BEC report. In this case, it was as a result of bidder number 2 Vimtsire Secure Services where that bid, from a probity perspective, said, nope, there are irregularities here. You should not award this. BAC says, no, we have had our interaction with the probity team.

We have cleared this. But at BAC, they are not providing us with conclusive evidence that that has been  
10 dealt with accordingly. At BAC, we are sitting in front of us with the BEC report and the probity report. The probity report still indicates deficiencies within bidder number 2. Hence, we refer that back for there to either be an official confirmation in the form of an addendum or a confirmation report from probity that, indeed, we had a discussion with BEC.

We are now convinced that bidder number 2 from Vimtsire Security Services, for an example, is now compliant and should be awarded. They could have come  
20 back, Chair, and said, no, this bidder should not have been awarded. We have maintained our stance there. We did not find, we did not confirm one, two, and three issues, which means the BEC must ensure correction.

Probity report, as part of our internal controls, is authoritative in nature. Unless you have got substantive

reasons to differ with that, then we will allow that. Otherwise, Chair, a third-party confirmation is superior from all quarters of the accounting fraternity. The Auditor-General relies on a third-party confirmation. This is a third-party confirmation that I would rather place my reliance on than an internal report as well.

**ADV BALOYI SC:** Yes, I guess what I am trying to get right in my head is where probity, the probity authority has said this bidder should not have been recommended  
10 because they did not submit three years audited financials. And then that is one. Two, this bidder should not have been recommended, should not have been recommended because they do not have a five-tonne truck, those two fact-based statements.

When it goes back, when that report goes to the BEC, when you say, as BAC, let this go back to the BEC to consider what, in fact, is the BEC to do with it. Are they to, do they approach the bidder and say, give us audited, three years audited financial statements? Do you now have a  
20 five-tonne truck? And then come back to you and say, oh, now they are compliant. How exactly is the BEC to fix those two issues that are specifically flagged by probity?

**MR MNISI:** Thanks, Commissioner. In this case, the BEC was confident that all those non-compliant documents were there. They were confident hence they say to BAC, we

have met this, we are certain that three-year financial statements and confirmation of a five-tonne truck is available. BAC then says, but that is not what probity report says, so you go find each other with the probity report.

Meaning, you either come back with an amended probity report signed by the external individual confirming what you are inferring to. If not, we will not move on with the recommendation of this bidder. That brings us now,  
10 Chair, to the next item on GM19, which we will touch on it as well. So, what happens now, Chair, I am going to go back to page 27, with your permission. On page 27, I want to touch on my sworn statement. Sworn statement, page 27, paragraph 108. On paragraph 108, I now touch on the probity report number 2:

20 “The Bid Adjudication Committee further required that the external legal firm appointed to conduct a probity audit issue a formal written confirmation providing assurance that all findings and recommendations arising from the probity review have been fully addressed by the Bid Evaluation Committee.”

Take note, Chair, I mentioned here that BEC came and verbally provided this surety. BAC said no, give us an

official confirmation from the third party, we cannot just rely on what you are telling us now. On page 28, 109:

10 “The requirement was intended to ensure that independent verification that all identified compliance gaps, risk and procedural deficiencies, Chair, had been satisfactorily addressed prior to the final adjudication. The BAC emphasised that such confirmation should explicitly attest to the completeness and adequacy of the corrective actions undertaken by the BEC, thereby reinforcing the integrity, transparency and defensibility of the procurement process in line with the applicable supply chain management process.”

At this point now, Chair, I want to refer the committee to Annexure GM19. On the second bundle, it is on page 397. On GM19, this is now the final communication or the second  
20 addendum where the probity team confirms that:

“We therefore - we refer to the above matter, and the comments of the Bid Evaluation Committee report dated 18<sup>th</sup> of September. We note that the following comments for the BEC regarding Vimtsire

Protection Services see budder number 2. According to our report dated 10<sup>th</sup> of September, the report, bidder 2, was disqualified.

[2.1] In Stage 2, however, the bidder was evaluated in the subsequent stages and recommended for the award.

10 [2.2] Confirmation of the data and details of the inspection conducted by the probity audit team.

20 [2.3] Consideration of the bid, hereby clarify the issue raised. We confirm that at the time of the initial review of the tender document of bidder 2, the probity team erroneously concluded that the bidder did not submit audited financial statements for the recent three financial years, the AFS. As a result, the bidder 2 was disqualified, stage 1 Administrative Compliance.

[3.2] However, following the further

engagement and reassessment of the tender document, it was discovered that bidder 2 had submitted the audited financial statements, the AFS. As such, we evaluate bidder 2 in respect to Stage 2 and 3.

10 [3.3] In Stage 2, we evaluate the bidder as follows. Mandatory Requirements. Mandatory Requirements in relation to a five-tonne truck. Bidder number 2, Vimtsire Protection Services CC. Confirmed.

20 [3.4] Initially, due to the erroneous disqualification in Stage 1, bidder 2 was not evaluated in Stage 3. However, in the report, it was erroneously stated that the bidder 2 did not have a five-tonne truck. Due to the reasons advanced above, we proceed to evaluate bidder 2 in respect of Stage 3 as follows. Inspection. Report for Vimtsire bidder 2

Vimtsire Protection Services CC

is confirmed.”

We conclude, Chair, that bidder 2 qualified in Stage 1 Administrative and we hereby amend paragraph 11.4 of the report accordingly:

[5] The following ratification in the error of Stage 1, bidder 2 was evaluated in both Stages 2 and 3 and qualified to be recommended for the award as per the report.

10 This is now, Chair, confirmation that indeed the matter has been resolved between the BEC and the probity team and there is now alignment and there is consensus between the two.

**ADV BALOYI SC:** In this which you are reading, you see with respect to the audited financial statements, it seems documents were overlooked by the probity authority. That is my summary of what they are saying here. But then it is not clear how the basis for reversing the decision about having a five-tonne truck. It is not clear on this document.

20 And yet the BAC seems to have accepted this as having cleared the thing.

I think that is a difficulty that I have that I am trying to clear in my head about how this process, in fact, works. So, I mean, in this, and this is not me probing. It is, again, just seeking to clarify what these documents are supposed

to represent and how the process works. So, you have here, as I said earlier, one of the issues raised by probity was there is no five-tonne truck.

Now this letter says, oh, this issue has become resolved. It is not clear on what basis and when it gets to the BAC, what is before the BAC that satisfies the BAC that this company now does have a five-tonne truck and should be awarded the tender. There is something missing that is not clear to me.

10 **MR MNISI:** Okay, so, in short, if you look at page 399 on stage 3, at the top they indicate a stage 3 inspection. What this tells us as BAC is that they went out and they verified this, Chair, and they confirmed this. In their earlier report, they say they did not even go out. If you look at page 398, 3.4, initially due to the erroneous disqualification in stage 1, but the 2 was not evaluated on stage 3.

This tells me, or tells us as the Bid Adjudication Committee, they did not even go out. There was no need to go out and validate whether they have a five-tonne truck  
20 because they were already disqualified in the administrative review stage. However, they said it was erroneously stated from their side that the bidder did not have a five-tonne truck.

That simply indicates that they did not go out at this time because they were disqualified on that basis. On

398, stage 3 inspection, that is a confirmation that they went out. From the Bid Adjudication Process Review and us scrutinising the submission that we received, this gives us surety that:

[1] They have assessed the audited financial statements from an administrative perspective.

[2] They went out to confirm that the mandatory requirement of a five-tonne truck was available. Hence, they are putting their head on the block and giving us surety that this has complied to the T.

10

Hence, the BAC placed reliance on this as a confirmation to resolve, I do not want to say the conflict, but rather the area of concern that was picked up.

**ADV BALOYI SC**: Okay, thank you.

**MR MNISI**: Chairperson, I then finalise on 109. Now, with your permission, I want to go back to what you had requested, Chair. Now, I am going to go back to what you requested. I am going to go back to two aspects. Remember, initially, I stopped at paragraph 61, but I want to quickly summarise on 71 and then go back to 61 so the normal proceedings can proceed.

20

On 74, Chairperson, these are the summary of the events. And me indicating this and clearly articulating on them between now and paragraph 109 and us deliberating on the various issues was to articulate the process that was

embarked upon, the segregation of duties, the process and the deficiencies that might have been picked up or been doubted accordingly.

So that was to articulate what happens when a bit of this nature, a complex bit of this nature, is awarded and what are the strict processes that must be followed. So, this is an indication, Chair, that all processes from A to Z have been followed, that the bidders that we have on board are confirmed indeed as eligible prospective bidders in line  
10 with the step process that we just articulated.

So, Chair, with your permission, I was concluding on paragraph 61, and I had to bring this discussion up because there is a linkage and an alignment between paragraph 61 and the outcomes of paragraph 71 to 109, and I had to deal with these two together and also outline the various annexures, the processes and the assurance activities that we undertake. So, Chair, I want to stop here and maybe request through the evidence leader that I proceed on paragraph 62.

20 **ADV CHASKALSON SC**: By all means.

**ADV BALOYI SC**: Still in that paragraph 61 where you say he was, of course, wrong, the process that you have described of the going back and forth to the BAC - to the BEC, it sounds like it might be open to you being - to anyone, when I say you, I mean any member of this

process, to be able to check whether a bid has been found to be compliant even before a decision is made. It seems to me that – yes ...[intervenes]

**MR MNISI**: Sorry, Commissioner, I just wanted to allow you to proceed. I think I interjected.

**ADV BALOYI SC**: No, no, no, if you have heard what I am suggesting, it is fine. You can respond.

**MR MNISI**: Commissioner, that is the final stage, and at that final stage, all administrative compliance, all  
10 mandatory issues, pre-compliance, physical site inspection, they are completed. There is nothing to check at that point. Hence, I am clearly stating in my statement that it was of the mistaken belief that I would be in a process to check and advise on where this process is and how far it is.

Due to the delegation of authorities, segregation of duties, the report comes to me on the 4<sup>th</sup> of September for the first time. Literally, on the morning of the BAC, those are the systems that you put on board. I, as the BAC Chair, nor any of my members in BAC have access to any of those  
20 documents except on the morning when we sit at the Bid Adjudication Committee. These are also the internal control measures that we had to put on board to eliminate instances of this nature.

**ADV BALOYI SC**: Does what serves at the BAC that you see for the first time, the set of documents or report, does it

include information about these were the bidders?

**MR MNISI**: Yes.

**ADV BALOYI SC**: These were disqualified with the detail of those bidders, and these are the reasons. Is it that kind of information that serves before the BAC?

**MR MNISI**: Yes, Chair, it is. It is the complete pack that is dictated for in the summary of events on paragraph 74.

**ADV BALOYI SC**: All right, thank you.

**CHAIRPERSON**: Just one small matter. On average, I  
10 would imagine, of course, that there may be differences depending on the bid issue. But on average, what is the time lapse between the closing date and the time that the BEC starts working on a bid?

**MR MNISI**: Chair, by law, 90 days. It might be the process that bidders ...[intervenes]

**CHAIRPERSON**: I am not talking finalising. I am talking beginning to work on a bid. The BEC.

**MR MNISI**: So once members are appointed, the committees have been established, they can commence.

20 **CHAIRPERSON**: On average, do you ...[intervenes]

**MR MNISI**: Within 30 days.

**CHAIRPERSON**: Within 30 days.

**MR MNISI**: Yes.

**CHAIRPERSON**: All right, all right. I am not probing, but I am asking in the context of suggestions that something

must have happened somewhere between – of course, this relates to a different bid, not the one of looking after property in the context of, what do they call it now, the hijacking of buildings. That is what this is about. This one is about.

**MR MNISI**: Yes.

**CHAIRPERSON**: In a totally different context, there are suggestions that something may have happened between the lodgement of a bid and whatever point during the  
10 process. And I suspect it must have been before the BEC started working on the bid issue in that context. I will just make that comment and leave it there. Please continue.

**MR MNISI**: Thanks, Chair. Maybe just to summarise on that comment, Chair. As soon as bids are closed, I mentioned in the bid ...[intervenes]

**CHAIRPERSON**: And perhaps let me just conclude my comment by saying that 30 days is a very long time for a lot to happen between the closing date and the time that the BEC starts working on the bid. Yes, please continue.

20 **MR MNISI**: Chair, the point I was trying to raise is that as soon as closure is done, documents are stored under lock, safe and key. That is an area that is only accessed through official register. There are officials who sit there and sign off any individual who goes in and out before evaluation proceeds.

**CHAIRPERSON:** We will deal with it when the probing comes.

**MR MNISI:** Okay, Chair, I was going back to paragraph 62. On paragraph 62, I am addressing the matters at paragraph 2.12.2. On 2.12.2, the request was that I must give details whether you have assessed it directly or indirectly and of the bidders in respect of TMPD02, 2016-17, TMPD01, 24-25 and TMPD03, 24-25. This is as per the 10(6) notice. On 62, I start dealing with the - paragraph 2.12.2. 62:

10                    “I respectfully point out that the above-mentioned bid was awarded prior to my award within the city - prior to my appointment within the City of Tshwane. I accordingly confirmed that I was not able nor would it have been possible or practical for me to assist either directly or indirectly any bidder in relation to the said bid at the stage of its original award. I do however place on record, Chair, that

20                    I later and more fully explained below participated in the consideration of extensions of the said bid. This was as a result of the fact that a replacement tender had not been finalised and put in place at this stage. To avoid any

misunderstanding, I deem it necessary to explain the ordinary process which might be followed in relation to extensions of an expired bid.”

Paragraph 65:

10 “The process, Chair, commences with the user department submitting a formal request for extension to the Bid Adjudication Committee, which I serve as the Chairperson. The Bid Adjudication Committee makes recommendations and does not take any final decisions firstly. Secondly, the recommendations are made by BAC and are not decisions of any specific individual who serve on that committee. In this instance, Tshwane Metro Police Department submitted a request for the extension of bid to be considered by the BAC. In my capacity as the Chairperson, I presided over the meetings at which the request for extensions were considered. My involvement in that regard was confined to the discharge of my official responsibilities within the prescribed

20

governance and committee processes applicable to such extensions.”

Paragraph 66:

10 “Officials from TMPD make the necessary presentations, Chair, setting out the reasons why extensions must be made for TMPD2, 2016-17. These presentations are then considered by the BAC after due consideration we will make a recommendation in accordance to the applicable process. The final decision in this respect, of course, of approval of any such extensions does rest with the accounting officer.”

I state, Chair, for the record that all submission applications in relation to the extension for the relevant contract were prepared, managed by the duly authorised representatives of TMPD in accordance with their respective responsibilities. In my capacity as the Chairperson, Chair, I  
20 presided over the following meetings at which extensions were considered by the BAC.

In total, there are about five extensions which were brought. These extensions, Chair, I want to reiterate, are brought on board by the user department, in this case, TMPD. They come to BAC, they say, this tender is expiring,

we still need the service, please can you extend this project as a result of this not being finalised. On the first instance, on the 20<sup>th</sup> of February 2025, an official who is delegated by TMPD comes to BAC, Mr Veli Nwandule, requests for an extension.

This extension, Chair, is not granted. Annexure GM4 has been attached, and I would like us to go and discuss the reasons why this initial extension was not granted on GM4, on the paginated bundle for the second  
10 bundle. I think this has been captured under, it is at the beginning - so at the beginning of the pack, Chair, on page 38, I have got GM4 that has been attached for the Commission's scrutiny, page number 38.

So, on page number 38, you can see that the individual comes to BAC, he asks for an approval on the extension of TMPD02 for a period not exceeding 4 months, with effect from the 1<sup>st</sup> of March. He further asks, or TMPD further asks for an additional amount of R227 million within this period for the extension of these services. Three, he  
20 gives us a cost centre, or GL, which we utilise to pay for these extension services.

Four, they also request for a revision price escalation in line with the CIRA rates for the period of appointment. They then give a list of the bidders that must be attended to or extended. BAC raises significant

exceptions on these requests that are being brought on board. First of all, Chair, budget issues are not considered by BAC.

This is a procurement committee that is there to look at supply chain management regulations, supply chain management policy and functions of that nature. You cannot come to BAC and ask for additional funds. That is a process that you need to undertake either with the accounting officer or during the budget period. Secondly,  
10 as for price escalation, which is something completely out of the purview of BAC.

So, during those discussions, Chairperson, this report is referred back on the basis that, firstly, there were inconsistencies in terms of the start date of this particular tender. Secondly, the approval for upliftment of funds and an additional request for R227 million was outside the purview of BAC. Thirdly, an amount of R227 million then was not clear to us, Chair.

It was not clear to us, Chair, that this falls within  
20 the 15 percent variation. We also noted that failure to re-advertise the tender on time indicated a massive element of poor planning from the BAC perspective and that all budget-related issues are not covered here and should be removed completely. So, for those reasons, this report is referred back for the colleagues at TNPD to reconsider their

submission and make sure that it is within the ambit of the law.

I then go back, Chair, to 67 on page 16 of my sworn statement. On this, Chair, I want to discuss the second sitting where we are considering this extension on the 27<sup>th</sup> of February. Mr Veli Nwandule comes to BAC, supported by the Deputy Chief of Umashi Dlamini, for a request or to clarify on the issues that have previously been rejected on this particular bid. Again, Chair, with your permission, GM5  
10 has been attached as an annexure. I would request that we go to GM5, scrutinise the details of that annexure and assess its relevance to my submission today. GM5  
...[intervenes]

**CHAIRPERSON:** Just a minute. Mr Chaskalson, do you think we - perhaps I should address this to you too Ms Van Den Heever. Do we want to go to the detail of why the various requests were made and also why they were either approved or not approved? Do we want to deal with all of those individually?

20 **ADV CHASKALSON SC:** Chair, I cannot say no. I mean, I do not intend to address all of them, but there will be some which may be relevant.

**CHAIRPERSON:** All right, all right, all right. Yes, yes, Mr Mnisi, please continue.

**MR MNISI:** Chairperson under bundle 2, page 40,

references GM5. On GM5, TMPD officials come back to BAC, clarifying on the issues of concern. Amongst those issues of concern, they are in short stating to the BAC that these were your concerns and these are responses to those concerns. The first one at the bottom, if you go to page number 41. On page 41, we summarise the discussions of their engagements and during these discussions, the meeting held on the 27<sup>th</sup>, amendments were done as recommended by the Bid Adjudication Committee:

10                    “They are providing us assurance that  
                         these issues have been dealt with  
                         accordingly. Secondly, the previous  
                         indication stated that the contract had  
                         expired was correct and therefore the  
                         report stated that the tender was still  
                         valid until 28<sup>th</sup> of February 2024 and  
                         therefore does not require a request for  
                         deviation. There was a concern from  
                         BAC that this contract had expired. You  
20                    must ask for a deviation. They then  
                         clarified to us by providing the SLAs that  
                         this tender was still valid. The  
                         department further confirmed that the  
                         amount requested, Chair, was below the  
                         15 percent mark threshold and was within

the variation or the scope as allowed by the law. SLAs from service providers stated that the date for resuming duty was the 1<sup>st</sup> of March. The department also confirmed that due diligence was not done in confirming that all SLAs contained commencement date of 1<sup>st</sup> of March 2022, which of course gave rise to the concerns which were raised by the

10 BAC, thereby confirming that all 22 contractors commence their duty on the 1<sup>st</sup> of March 2022. Thereafter, the committee requested that the department to provide the SLAs stipulating the commencement date of the 1<sup>st</sup> of March for all 22 bidders for the filing and packaging, that the contract has moved from the original date to the new date and that it was imposing challenges in

20 dealing with them, that we confirm that the signed SLAs were signed by the former acting city manager and thereafter delegations were made to these SLAs to the relevant TMPD officials. Metro Police Department should verify and provide the

status of the people or the persons who are currently signing SLAs on behalf of the city in terms of their delegation of authority. Verification of the persons who signed 22 SLAs be sent to members of the committee as per the recommendation of the report, that copies of all SLAs confirming that the contract commenced on the 1<sup>st</sup> of March must be part of the approval pack. The department must provide confirmation that the amount of four months extension was fulfilled.”

10

These were all matters, Chair, that were provided to accordingly that could be adequately addressed and validated by the BAC. Hence you will see that the resolutions from 42 to 44 have been catered for accordingly and that it is granted. The point of this, Chair, is for me to prove, to show the community the process of extensions,

20 that extensions cannot be done by a one-man show.

There are an articulate process and system that have been designed within the city to ensure that extension applications are considered. Also, extension applications that are considered are not just approved, they are intentionally scrutinised and probed for any deficiencies

which result to issues of this nature. Chairperson, I request to go back to my sworn statement. On my sworn statement, I now want to deal with page number 16 again. On page 16, I want to touch on the third time when an extension application is brought to the BAC. I am on page 16 of the sworn statement:

10                   “On the 26<sup>th</sup> of June, Mr Revo Spies comes to BAC, requests for an extension application for the existing tender as well. GM6 has been made available for the community to scrutinise.”

Maybe, Chair, if I can touch on the 25<sup>th</sup> of September as well. So, there are two instances where the Deputy Chief Revo Spies comes to BAC on the 26<sup>th</sup> of June 2025 and the 25<sup>th</sup> of September 2025, requesting for an extension application on the TMPD tender under scrutiny being TMPD02 2016-2017. I would then want us to move back to the second bundle so we can scrutinise the GM6 as well as GM7 and what the contents of discussions were, Chair.

20                   GM6 and GM7 start on page 45, Chair. On page 45, we then start with GM6. And you will take note there is a big difference on this, Chair. This does not come as an extension application anymore. It comes as a Regulation 36 Supply Chain Management request. It is an outright deviation to appoint the same bidders. The reason for this

is that BAC did not and could not allow another extension on the basis that, firstly, we advise the department to ensure that they put systems in place to advertise the tender and fast-track the appointment process, one.

Secondly, the 15 percent variation was depleted. There was no way that we could provide another extension. So TMPD then came on board knowing that with an outright deviation. Apparently, from their perspective, they still needed the service. And within that service, as a result of  
10 the new tender not being finalised, came to BAC asking for an outright deviation.

Within this, Chair, BAC, of course, scrutinised the application, has significant discussions with the TMPD presenter, in this case, the DC Revo Spies. And the deviation report is articulated as due to the reasons of finalising the procurement process and delays in the probity report are some of the reasons that are provided by the DC Revo Spies.

However, taking into account the above, there is a  
20 huge element of poor planning that will be considered by oversight bodies or auditors like the Auditor General. The BAC then recommends that this will attract Regulation 32, meaning it will be irregular expenditure. No matter what motivation you can bring on board, there is no way you can convince a third party that it is as a result of internal

processes.

It is poor planning. It will be irregular expenditure. It must be investigated as such. You will take note, Chair, that recommendation number 5 on page 47. As much as BAC provides the approval, taking into account the significance of this tender as presented by DC Revo Spies, that city's assets will remain unprotected. We have to raise an issue that this will attract irregular expenditure.

It must be investigated accordingly. It must be  
10 reported to the Municipal Public Accounts Committee. It must be recorded and referred to Group Audit and Risk for further investigations. And it must be disclosed in the city's annual financial statements as such in expenditure towards this. It is then approved and recommended to the accounting officer, who then approves it accordingly on page number 49.

With the recommendation that this is an outright irregular expenditure, it must be investigated in line with the processes of section 32 of the Municipal Finance  
20 Management Act. Similarly, with GM7. Hence, I am touching the instances of the 25<sup>th</sup> of June and the 25<sup>th</sup> of September concurrently. Similarly, on GM7. GM7 is on page 50, Chair.

And on page 50, we will take note that DC Revo Spies comes to BAC again. And the reasons why there

have been delays and that motivates for this extension is a result of the probity process currently undertaken. It has not been finalised. It is still in the process of being validated. Hence, they came back and they asked for another extension in the form of a section 36 outside deviation.

Similarly, BAC approves this and provides a similar recommendation that the service is indeed key. We do not dispute that from the department. However, supply chain  
10 management prescripts and the law, there has been deficiencies that have been identified. There is nowhere that we can account to this not being irregular expenditure. We then recommend under item number 5 that this must be treated as section 32 of the MFMA.

Irregular expenditure must be implemented accordingly. It must be referred to the relevant structures for further investigations. Further, it must be disclosed in the city's annual financial statements as part of an irregular disclosure note. And recommendation is made to the  
20 accounting officer by myself acting on behalf of BAC. The accounting officer duly approves the extension application for the second time on the 25<sup>th</sup> of September.

The last time the extension application is brought on board, Chair, is on the 27<sup>th</sup> of November. I want to now move back to my sworn statement on page 70. And I deal

with the last aspect of this extension application. On page 17, 27<sup>th</sup> of November, Mr Vusi Mabona, also a delegated official from TMPD, supported by the Deputy Chief Revo Spies, comes to BAC to ask for another extension.

As a result of this, tenders still not being finalised due to the various processes that are still being undertaken. GM8 has been attached, and it is the last item on this process that I would love to refer the Commission to the second bundle, which has been adequately captured on  
10 page number 54. On page 54 of the second bundle, we have got GM8.

On GM8, similar process is undertaken. The department motivates. They tell BAC that they are aware that it will attract Regulation 32. However, they cannot ensure that the city's assets are unguarded. They are aware that this will attract irregular expenditures with the previous approvals. Approval is then granted as a section 32, as stated in resolution number 4 of GM8, captured on  
page number 56.

20 Equally, Chair, BAC is clear that this extension or this appointment, this is not an extension, it is an outright deviation appointment. Just to get the wording correct for the last three instances, it will attract irregular expenditure. We are referring it to the relevant authorities for further investigation. Importantly as well, we need to disclose this

in the city's annual financial statements. That, Chair, now deals with paragraph number 67. So, I will go back to my sworn statement on paragraph 70 and finalise paragraph 68, 69 and 70. I will not be referring to any connections for this paragraph.

**ADV KHUMALO SC:** Mr Mnisi, maybe clarify this before you go to your answer. Am I correct that the effect of the first two extensions and then the deviation appointments, the effect of them was that those security companies, 22 of  
10 them, would provide the contracted services, but they could also be appointed to do the ad hoc.

**MR MNISI:** Yes.

**ADV KHUMALO SC:** Security services.

**ADV KHUMALO SC:** Yes.

**ADV KHUMALO SC:** So, you could not go to somebody new for the ad hoc's you had to appoint this 22?

**MR MNISI:** This was the same process that we are doing. Also, Chair, just for you to be aware, also an ad hoc appointment, meaning as and when.

20 **ADV KHUMALO SC:** Yes.

**MR MNISI:** So ad hoc is provided on the as and when basis as a result of these service providers having been appointed in 20 whatever their time was, Chair, just do not have the date, on an as and when basis. So yes, you are correct. It is the correct watchman services tender as well

as they could tap into ad hoc for utilising this tender.

**ADV KHUMALO SC:** All right.

**CHAIRPERSON:** Now that you have again referred to the as and when, I am just, is it truly as and when pricing or is it as and when invoicing? Is it literally pricing? Because I would find it very strange that an organ of state would get into a procurement relationship with several entities not knowing how they would price. I am raising this because I would understand if it were as and when invoicing in the  
10 sense that the pricing itself is already known. Do you follow me?

**MR MNISI:** Yes, I do, Chair.

**CHAIRPERSON:** Yes, can you just clarify that?

**MR MNISI:** Yes, Chair. The pricing is certain. So, we appoint on rates, meaning the pricing is certain.

**CHAIRPERSON:** Then perhaps you need to change your language and not refer to as and when pricing.

**MR MNISI:** Okay.

**CHAIRPERSON:** That is why I was confused earlier and I  
20 even asked you the question, what exactly is this as and when pricing?

**MR MNISI:** Okay. Then, Chair, the basis of this was the result that risk assessment changes. Appoint could be a hot potato today, but tomorrow could be a low-risk area, meaning reassignments are probable and can be done.

Hence, you allow the as and when.

**CHAIRPERSON**: I understand that. I understand that. It is only if you have been engaged and once you have been engaged, then you invoice.

**MR MNISI**: Yes.

**CHAIRPERSON**: So, the as and when. But as and when invoicing, not pricing. The pricing is known. Did you get me?

**MR MNISI**: I get you, Chair. The pricing is known.

10 **CHAIRPERSON**: Thank you.

**MR MNISI**: Chairperson, I will proceed. I am on paragraph 68 on page 17 of my sworn statement, and I will cover 68, 69 and 70 before I, yes, before I proceed to 71:

20 "I further confirm, Chair, that I did not, whether directly or indirectly, champion, initiate or influence the process of extensions of TMPD01-20-02-2016-17. At no stage did I take any steps to promote or advance the said extension, nor did I exercise the improper influence in relation to that process. My involvement in the matter was me acting as Chairperson of the Bid Adjudication Committee. This only happened after the relevant report had been formally

presented before the Bid Adjudication Committee for consideration. My role was therefore confined to that of presiding over the BAC process and discharging the responsibilities attached to that office. I was not the person responsible for initiating, leading or motivating any extension application. Any steps taken in relation to the preparation, submission or advancements of extension application, Chairperson, are undertaken by the relevant TMPD officials within their operational and administrative mandates as outlined above.”

**CHAIRPERSON:** And I think at that point, let us take the lunch adjournment and resume at 2 pm. Let us adjourn.

**ADV CHASKALSON SC:** Thanks, Chair.

**INQUIRY ADJOURNS**

20 **INQUIRY RESUMES**

**CHAIRPERSON:** Yes, Mr Mnisi, you were to start at the foot of page 17 I think, hey.

**MR MNISI:** Yes.

**CHAIRPERSON:** Thank you.

**MR MNISI:** Thank you, Chair. On page 17, paragraph

number 71, this is the process, Chair, that I did outline in conjunction to paragraph 61. So this is just in summary where I indicate my involvement in TMPD 01-2024/25, and I think I have outlined the process from an end-to-end perspective. So with your permission, Chair, because I have touched on 71 to 109, I would request that I prospectively start my presentation now on page 28, paragraph 110.

**CHAIRPERSON:** Yes.

10 **MR MNISI:** Thank you, Chair. Page 28, paragraph 10, I touched on TMPD 03-2024/2025. Chairperson, I respectfully wish to place on record that in relation to TMPD 03-24/25, I did not provide any assistance to any bidder, whether directly or indirectly, nor did I influence any cancellation of the said tender process. I state for the record that Sergeant Nkosi did forward me what appeared to be a leaked draft administrative report relating to TMPD 03-2024/25.

I further wish to state on record that my insistence  
20 and in the exercise of my oversight responsibility, the tender in question was subjected to a probity assessment in order to ensure high integrity, lawfulness, and procedural fairness of the procurement process of tender TMPD ...[intervenes].

**ADV KHUMALO SC:** Can you just explain what an

administrative process is? Is it part of the evaluation process? Does that document, sorry, the report, does it belong to BEC, BAC? Where does it belong in the procurement process?

**MR MNISI**: The report that I received is not clear where it belongs, but what is clear to me, Chair, it looks like a shell, a shell that should ideally contain closing register, administrative requirements, mandatory requirements, and the process thereof. It did not specifically state or indicate  
10 which process it falls in, but from my perspective, it looks like a shell of a leaked administrative report.

**ADV KHUMALO SC**: Based on your experience, where in the procurement process would such a report fit in?

**MR MNISI**: A fully completed report with completion of the outstanding matters ideally would be bid evaluation committee.

**ADV KHUMALO SC**: Yes.

**MR MNISI**: Yes.

**ADV KHUMALO SC**: Thank you, you may proceed.

20 **MR MNISI**: 113. The probity report, by an external legal firm again, Chairperson, once concluded, revealed material, serious irregularities in the manner in which certain aspects of the bid process had been conducted. Having considered the contents of the report, it became apparent that the irregularities which were identified were of such a nature

and extent that they could not be cured, could not be regularised, nor could they be remedied without compromising the legality and integrity of the process. The said probity report has been attached as Annexure G20.

Chairperson, I would like to refer you to Annexure G20 in the second bundle again, and I think this item has been captured on page number 402 of the second bundle. Chairperson, the contents of this report again is an indication that was provided to the Accounting Officer that  
10 this tender would undergo proactive forensic assurance review exercise.

The Accounting Officer was notified on the 15<sup>th</sup> of April 2025 of this exercise. The work at hand was completed by Group Audit and Risk by the 23<sup>rd</sup> of September 2025 and provided the report to the Accounting Officer in reference to the work that they had done.

Amongst this, Chair, you can see from the contents of the report that this was an independent external legal firm again who was appointed to conduct oversight and  
20 assurance exercise over the processes conducted by the BEC in terms of TMPD 03-2024/2025. I think what is essential for us to take note is the findings, and the findings have been captured adequately on page 406.

Chairperson, the mandates are similar to what I had presented previously. The purpose of this is to ensure that

BEC ensured a thorough exercise in terms of conducting the work that it is supposed to conduct in finalising bids. Nonetheless, the findings, there were a number of issues that were picked up by the probity report, in total about 13 of them.

Amongst these issues, they conducted a review and they made the final following findings. First of all, the BEC score sheets dated and signed on the 29<sup>th</sup> of March, I am on page 406. However, there were no minutes to support the  
10 assumption that there was a BEC meeting on the 29<sup>th</sup> of May 2025.

This is a matter, Chairperson, that cannot be cured. If an incident happened today but there is no evidence of it happening today, there is no way you could backdate or recreate minutes. It is also an indication that the process that is being undertaken here, there were significant issues which could not easily be cured or substantiated by any BEC. That is finding number one.

Finding number 2 indicates an additional massive  
20 issue of concern. Within this issue, Chairperson, that there were no score sheets for one of the BEC members, Mr Tshukudu P Malatji, who attended the evaluation meetings. It was unclear as to whether or not he had participated in the evaluation process or not.

This then gave further guidance to BAC that there

might have been a quorum issue. If unable to allocate score sheets and the registers are signed, it is a massive red flag which would not enable us to proceed with the award of this particular tender.

On finding number 3, the meeting to recommend the tender was held on the 28<sup>th</sup> of May 2025, yet the score sheets are dated 29<sup>th</sup> of May 2025. Again, Chair, this is one of those issues where inconsistencies are just uncurable. In order to cure matters of this nature, an illegal  
10 process of backdating will need to occur, which is completely against the laws of the procurement process that we need to undertake.

Number 4, score sheets dated 29<sup>th</sup> of May suggested that the evaluation meetings took place on this day, but there were no declaration forms that were signed on the same day, which also raised a significant shortcoming in terms of the portfolio of evidence that must occur during the bid evaluation process, and the relevant  
20 POE that supports the independence of members, the declaration of interest, and that they have no interest in terms of doing their work at hand.

On item number 5, the minutes for the meeting held on the 28<sup>th</sup> of May 2025, list four members, with Mr Enos Ramonoana's name appearing twice. Apologies were received from two members, Mr T, Tshepo Tompa, as well

as Mr Reginald Moshangu while there was no apology that was recorded for one member, Mr Thabiso Hlongwane, therefore according to the minutes, the BEC meeting did not have a quorum, so it was a massive concern that in evaluating the actual portfolio of evidence could not prove beyond reasonable doubt that there was a quorum due to the deficiencies that have been identified in finding number five by this independent external legal firm.

In contrast, the meeting attendance registers  
10 showed that four meetings signed in, including Mr Reginald Moshangu, but yet submitted an apology. The number would constitute a quorum, as it meets the requirements of 50% plus one, but the issue of concern was that he is recorded, but there is also an apology, so was he there or was he not there is the clarity that just could not be provided.

However, Mr Thabiso Hlongwane was neither listed among the attendees, nor the members who sent apologies in the minutes. He also did not sign the attendance  
20 register. This confirmed to the review of the attendance register and the minutes that was provided by Mr Enos Ramonoana.

Finding number 7. One of the bidders was unfairly disqualified for failing to attend a compulsory briefing session. There was evidence that the bidder had actually

attended and they were irregularly disqualified.

Finding number 8. Two bidders, bidder number 399 and bidder number 397, who attended the compulsory briefing session and met the addendum pre-compliance requirements, were incorrectly excluded from further evaluation. BEC incorrectly disqualified 27 bidders for addendums non-compliance and incorrectly qualified 32 bidders that should have been disqualified.

Finding number 12. 12 bidders were unfairly  
10 disqualified from stage one by the BEC and 10 bidders were incorrectly qualified into stage one where they should not have passed that stage.

Number 12. BEC incorrectly qualified 12 bidders on this stage. Number 13, 12 bidders from section A and 4 bidders from section B incorrectly went to stage three for the preferential procurement system.

Conclusion. The external third party concludes that the findings above cast a doubt on the integrity of the tender process embarked on by the City whilst they are  
20 material enough to render the process irregular and open the City to litigation. The BEC may cure identified defects before submitting their report to the BAC for consideration.

Recommendations on D, page 408. Based on the findings and conclusions reached following our review, we recommend that the BEC consider observations with the

intention of curing them before submitting their report to the BAC. The BAC satisfied itself that the observed defects have sufficiently been cured by the BEC report when the BEC report is tabled before them without remitting the matter back to GA.

So in short, Chairperson, this was the final probity report that was brought on board and those were the major findings that were raised which cast doubt in terms of the process that had been followed. Some of these findings  
10 were curable. Bidders that were disqualified irregularly could be easily cured. Bidders that were qualified but should not have been qualified, it is a matter that could easily be dealt with. But matters of date uncertainty in terms of the meeting having occurred or not would have amounted to a recreation of documentation.

Equally, matters within the pricing schedule that were not clearly explained between the probity team and the BEC were significant areas of concern, Chairperson, which could not easily be cured without the recreation of  
20 document of some sort, which is a breach of compliance processes.

This is the final probity report that was presented to BAC and these were the reasons that, or the findings that were identified by the external team upon the evaluation of the work that was done. The rest of the details I think

summarise and give conclusions of the process that followed and on page number 427, it is then authenticated and authorised by the relevant individuals within the Proactive Forensic Assurance Division as well as the Divisional Head responsible for that function.

Chairperson, I will now with your permission move back to my statement and in the statement on the sworn affidavit, page number 29, I want to deal with item 114 because I have dealt with the item 113 and explained an  
10 Annexure G20. On item 114, page 29 of my sworn statement:

Considering the findings that are contained in the probity report, the matter served before the Bid Adjudication Committee, which after due consideration of the probity report and the relevant circumstances, recommended that the bid be cancelled. The recommendation of the BAC was based on the view that it would not have been appropriate or lawful for the process to proceed in circumstances where material irregularities had  
20 been identified. The BAC report has been attached as Annexure GM21.

GM21 is on the second page again, it is on page number 428. On page 428, Chairperson, the report is presented to BAC as a cancellation report by BEC. BEC identifies themselves that due to the nature of the findings

that have been raised by the independent external probity Team, there are aspects that could not be cured at all without raising any further unlawfulness or irregularities, hence, a cancellation report is brought on board that the BAC takes note on item number 7, that as an Accounting Officer may cancel an invitation to bid owing to changed circumstances.

One, there could be a no longer need for the goods and services to be provided. Two, funds could not be  
10 available. Three, there were no acceptable bids that were received. In this instance and in this case, item number D was applicable. That the evidence of the material irregularity for non-compliance by any legislative requirement may lead to an audit finding and this is the basis in line with the regulations of the Municipal Finance Management Act and its regulations which was relied upon in order to cancel this bid. That there was significant or evidence of material irregularities that just could not be cured.

20 Chairperson, there were further discussions and amongst these discussions, the BEC noted further issues in terms of the interpretation of pricing schedules which have not, in some instances, there were blank spaces and these are some of the matters that might not have been fully elaborated on, on the probity report and for a result of

these reasons, these were additional reasons that the Accounting Officer must take into account that these are uncurable matters.

This results in potential self-evaluation of bidders and potential unjustified disqualified bidders. That the material irregularity due to the interpretations of the specifications and the pricing schedules remained an issue that could not be cured. Therefore, it is an additional issue that must be raised over and above the issues that have  
10 already been identified by the probity team.

Therefore, there was a resolution and recommendation that this tender must be cancelled. Resolution was endorsed by the Bid Adjudication Committee and recommended to the Accounting Officer. Accounting Officer further approved the cancellation due to significant material irregularities that were identified during the process.

**ADV KHUMALO SC:** So, the effect of this is that the 2017 award in 2022, which you said was irregular, ends up being  
20 a six-year award to those companies.

**MR MNISI:** The effect to this, Chair, is that, most likely, TMPD could follow two processes. They are already on a deviation. They could pick to utilize the current existing 27 because the deviation, Chair, they could go out and pick any other individual. The outcomes and the impact of that

are the same. TMPD or the user department chooses to maintain the *status quo* of saying, we will go with the existing 22 companies.

There was an option because it is an outright deviation, meaning now I could go out and just pick anyone based on capacity and ability to deliver a service. But in this instance, Chair, it meant that this tender was cancelled and another deviation process will have to follow. The decision to embark on the choice of deviation rests with the  
10 user department in terms of, will we proceed with the current existing 22? It is an outright deviation, Chair. I am now allowed to go and pick anyone in the market. That vest with them to decide. Chairperson, I will proceed.

**ADV BALOYI SC:** Before you proceed, can I just check this. At page 407, under conclusion, there is the conclusion that the BEC may cure the identified defects before submitting their report to the BAC for consideration. You see where I am reading, Mr Mnisi?

**MR MNISI:** Yes, yes.

20 **ADV BALOYI SC:** Okay. Now that is under conclusion. And then in the next page, under recommendation, it seems to speak differently. We recommend, the recommendation is either 14, which is consider observations with the intention of curing them. That is the BEC. And then it says the BEC satisfy itself that the observed defects have been

sufficiently cured when the BEC report is tabled before them without remitting the matter back to BAC.

You chose, so the BAC in this case chose option in paragraph 14. Is that what it means?

**MR MNISI**: No, Chair. Basically what this means is that the BEC went back, evaluated the 12 findings that were received, identified matters that could be cured, identified matters that cannot be cured, came to BAC and said, we cannot cure these matters, hence it must be a cancellation  
10 based on irregularities.

**ADV BALOYI SC**: Okay, so they came back to, they came to BAC with GM21.

**MR MNISI**: Yes.

**ADV BALOYI SC**: I see. Okay, I understand. Thank you.

**MR MNISI**: Chairperson, I then move over to 115, where I further confirm the reasons for the recommendation. To cancel the bid was subsequently considered by the Accounting Officer who accepted and approved the recommendation. The decision to cancel the bid was  
20 therefore taken as a result of following proper governance and decision-making processes as prescribed within the City Supply Chain Management function.

I can then move on, Chair, to ad paragraph 2.12.3. On paragraph 2.12.3, the notice, the 10(6) notice which I received asked the question whether you have any

relationship, directly or indirectly, with Mr Calvin Mahlangu, or have you met him. On page 30 of my sworn statement, I deal with this under item number 117, 118 and 119, where I state on record, Chair, that I have no direct or indirect relationship of any nature with Mr Calvin Mahlangu, nor have I ever met him in person.

I can, however, confirm on 118 that I was approached by Mr Calvin Mahlangu to assist in resolving outstanding payments relating to *ad hoc* security services rendered by Gubis 85 Solutions (Pty) Ltd. Save for the office head, I confirm that I have not had any other communications or interactions with Mr Calvin Mahlangu.

**ADV KHUMALO SC:** So is that telephonically, because you can say I have never met him and then in the next paragraph I was approached by him. Was that approach email or telephonic?

**MR MNISI:** Telephonic.

**ADV KHUMALO SC:** Okay.

**MR MNISI:** Moving on, Chair, on ad paragraph 2.12.4 and 2.12.5. The 10(6) notice request me on 2.12.4 whether I shared any information relating to tenders of TMPD 02-2016/17, TMPD 1-24/25, and TMPD 3-24/25 with Sergeant Nkosi or any other persons, including the bidders outside City of Tshwane or, and the TMPD in relation to.

While 2.12.5 states that if the answer to the

preceding paragraph is in the affirmative, please indicate what information was shared and the date and the purpose of such sharing and information and the purpose of such sharing. Chairperson, the answer to this has been catered for in page 30, paragraph 120 for both of these paragraphs and the answer is no.

Ad paragraph 2.12.6, whether you have paid or facilitated the payment of any persons or purchased any gift for any persons referred to in the notice, including but not  
10 limited to Sergeant Nkosi. My answer to this, Chair, has been captured on paragraph 121 on ad paragraph 2.12.6. In fact, let me cover both of them, Chair. The question on 2.12.7 on the notice is if the answer to the preceding is in the affirmative, please provide details and the purpose of such gift or payment.

On 1.21 and 1.20 I covered it. I stated that I did not facilitate or arranged any payment to any persons referred to in this notice, nor did I purchase any gift for any such persons. On 1.22, Chairperson, I did purchase a gift  
20 for Sergeant Nkosi. I wish to state unequivocally that this gift was not offered as gratification, inducement or a bribe, nor was it linked in any way to any act, official act, favour, benefit, exploitation for preferential treatment.

Ad paragraph 2.12.8, in the 10(6) notice a request is made for me to explain the relationship with Mr Umashi

Dhlamini beyond that of fellow employees of the City of Tshwane. The explanation must include any personal relationship or common interest, whether of a business or any nature. The nature and extent to such relationship or common interest when such relationship or common interest commenced.

On paragraph 1.23 and 1.24 I deal with this matter. I wish to state on record, Chair, that Mr Umashi Dhlamini and I have a formal professional relationship in our  
10 capacities as colleagues at the City of Tshwane. Our interaction has been confined to work-related matters arising in the ordinary course of our respective duties. I further confirm, Chair, that there is no personal relationship between us beyond that of professional work association. We do not share any business interests, financial arrangements or joint ventures of any kind, nor do we have any common personal interest and any other associations outside that of the workplace.

Ad paragraph 2.12.9, again I will refer to the 10(6)  
20 notice that was received on the 29<sup>th</sup> of March, Chair. This question asks, lastly, explain in detail the nature and extent of the purpose of your three-way interaction with both Mr Umashi Dhlamini and Sergeant Nkosi and why such interactions would have included the business of the City of Tshwane. I deal with this, Chair, on paragraph 125 up until

paragraph 141 where I state on record on 125 that Sergeant Nkosi overheard a telephonic conversation between myself and Mr Calvin Mahlangu of Gubis 85 Solutions during which he complained about the City owing his company a significant amount in outstanding payments.

He indicated, Chair, that he was threatening legal action against the City as it was contemplated should the matter remain unresolved. On 126, I inform the Commission that I informed Mr Calvin Mahlangu that Group Financial  
10 Services was not in the possession of the relevant outstanding claims or documentation and accordingly there is no way we could facilitate with any payment. In the circumstances, I referred him to the relevant user department and the relevant user department in this case was TMPD, which to the best of my knowledge and my understanding was the department responsible for matters of security.

On 1.27, I confirmed that I received the aforesaid call after formal email communication had already been  
20 received from the respective representatives of Gubis 85 Solutions particularly a Mr Andrew Kgwadi on the 7<sup>th</sup> of February 2025, escalating the issue to me and requesting for feedback regarding outstanding payments. The purpose of that, Chair, was to indicate that there were formal communications that were sent from the entities of Gubis

Solutions to my office before receiving the phone call from Mr Calvin Mahlangu.

On 128, I can confirm, Chair, on record that I formally referred this matter to TMPD and to Supply Chain Management to jointly attend to the matter for resolution. However, the matter was obviously not resolved at that stage due to uncertainty and confusion surrounding the nature of the services in question, which were described as *ad hoc* security services of which both TMPD and SCM at  
10 the time claimed not to be aware.

On 129, there are relevant formal correspondence evidencing this communication attached herein marked as Annexure GM22 and Annexure GM23. With your permission again, Chair, I would request that the committee go to bundle number 2. On bundle number 2, we will discuss both GM22 and GM23.

So if you look at GM22, starting from the bottom because the email communications they will read from the bottom up, there is an escalation on the 29<sup>th</sup> of March 2025  
20 where representatives of Gubis Security 85 Solutions sent an email to Mr Cain Mpofu, who is the Head of Supply Chain Management. In this communication, they claim:

“Good day, Mr Mpofu. We are a black-owned security company which was tasked to provide security services at

Rooiwal Water Treatment under City of Tshwane. We started providing services on the 27<sup>th</sup> May 2024 till to date. Unfortunately, it has not been an easy road for us so far with the City not honouring their end of the bargain by not paying our invoices to date.”

I am on page 132, Chair.

10 “Despite the failure of the City to pay our services, we have been providing the services to the City and paying our security officers on site in order to avoid service disruption on the site. We humbly request your assistance on this matter, which is negatively affecting our business. We have attached hereto invoices and a statement for reference. Hope you find the above in order.”

20 This is an email from Mr Andrew Kgwadi from Gubis Security Services. This is on the 29<sup>th</sup> of January 2025. Of course, as you can see, Chair, there are communications throughout that going up where there is another email on the 29<sup>th</sup>.

“Good day. Kindly see below and the

attachments.”

I suspect there were no attachments in the previous email and the colleague or the individual from Gubis Security Services are now attaching those attachments. This matter is then escalated forward from Supply Chain Management and they CC a number of individuals, including myself, where Mr ...[indistinct] refers the matter to individuals which I purport either are from the relevant departments who are receiving these services.

10 I will then now, Chairperson, request that we move to GM23. On GM23, again, I request that we start from the bottom. And at the bottom, the date is now on page number 437. So on page 437 at the bottom, Chair, we have to read this email communication upwards. Representative from Gubis 85 Solutions, Andrew Kgwadi, sends an email to myself, CC's a number of individuals which are from the City, Supply Chain Management, TMPD, I think the User Department, as well as individuals from their own offices.

20 “Good day. Kindly find the attached a letter with regards to our frustrations when it comes to non-payment of invoices. We have also attached a letter from the unions regarding non-payment of salaries for security officers. Hope the above is in good

order. Your assistance will be highly appreciated as your office is our last resort.”

I then escalate this matter upwards to Supply Chain Management and TMPD. If you go up, starting on 436 at the bottom, it starts with me sending an email to Supply Chain Management and to TMPD.

“Good afternoon. The matter has been received.”

10 I also cc'd the individual from Gubis Security Services, Chairperson.

“The City is working on a mechanism to resolve the issues raised.”

I then direct this matter to Tshukudu Malatji, as well as K Mpofo, who have been assigned to work on addressing these deficiencies.

“My office has received the concerns and the City is currently dealing with them.”

20 This is a communication on the 7<sup>th</sup> of February and I think my response to this is on the 7<sup>th</sup> of March. Moving further, Chair, up on 436. Again, individuals from Gubis 85 Solutions.

“Good morning. Kindly find attached a follow-up letter with regards to the non-

payment of invoices as the situation remains the same. I hope you will find the above in order.”

This is now the 5<sup>th</sup> of March 2025. Since my escalation of this matter to the relevant colleagues, from the 7<sup>th</sup> of February, almost a month down the line, nothing has been done. This matter has not been resolved accordingly. The Chief Operating Officer, you will see in this instance a number of individuals are cc'd, Chairperson.

10 The City Manager is cc'd on this communication from the escalation from Gubis 85 Solutions. The Chief Operating Officer is cc'd. The Chief of Police is cc'd and all other colleagues who are within the City. You can see now that this is now further escalations going up to the City Manager's office. The COO then responds:

20 “Mr Mpofu, can you please provide an update on this, as this matter has been referred to you by the CFO almost a month ago and there is been no feedback since that has been provided.”

Mr Tshukudu Malatji responds to that email on page 435.

“All outstanding invoices for the month of January were submitted for further

handling. The invoices for February, 2025 were also signed and submitted for further handling and payment. These invoices include Gubis 85 invoices for the month of February. I personally followed up with TMPD Finance and Administration where I got informed that the process is currently with Mr Tom Ngwenya's office. I contacted Mr Ngwenya who promised to assist in coming back to me with progress.”

The individual from Gubis then ...[indistinct] they have always been cc'd on all these communications.

“Good day. I would like to thank you ...”

I am on page 434. At the top of 434 there is a response from Mr Andrew Kgwadi who responds to the entire collective, which includes the City Manager, the Chief of Police, the COO and all senior colleagues at the City. You can see the levels at which this matter is now being discussed, Chairperson.

“Good day. I would like to thank you and appreciate the City's efforts in ensuring that we get assistance in

regarding to payments for invoices for  
*ad hoc* ...”

Well they say *ad voc* services, I presume they  
meant *ad hoc*.

“We confirm the receipt of purchase  
orders on the 6<sup>th</sup> of March 2025. We  
will update once we receive payments  
from the City.”

That is the final aspect of that email, Chairperson,  
10 that I wanted to bring to the attention of the Committee. I  
will now go back to the sworn statement on page 32 and  
complete the thought process around that before I go to  
page, on paragraph 130. The purpose of bringing GM22  
and GM23 for the Commission to take note of, is that the  
matter of outstanding invoices did not emanate out of the  
blue. It was not a matter that was just concocted as a  
result of a phone call that I might have received from Mr  
Calvin Mahlangu.

This matter started on the 29<sup>th</sup> of January as  
20 clearly articulated in item GM22. This matter was delayed  
as a result of many officials not attending to the issue for a  
variety of reasons which I am not aware of right now. I  
personally on the 7<sup>th</sup> follow up and make escalations in  
terms of what are you doing in terms of resolving this  
matter.

This then persists, the individuals then escalate the matters up, Chair, cc the City Manager, the COO as well as the Chief of Police in terms of this matter that we are all facing now. From this step, the next step is obvious litigation as a result of even the City Manager's office's inability to address the matter in question. There are two processes of addressing such a matter.

One, individuals can confirm work done, process invoices and pay suppliers. Two, deny invoices, put in  
10 writing that no services have been conducted at all. None of this was being effected. There was confirmation that the work has been received, the work has been certified as true and correct by the relevant authorities. So the question is, why are invoices not paid? We have got a 30-day policy in the City in terms of making payments. So that is the sequence of events which builds up to 130.

**ADV KHUMALO SC:** Can I get clarity on these emails. I notice that Mr Dhlamini is not copied in any of them.

**MR MNISI:** Yes. Yes, he is not copied for some reason,  
20 Chair. I am not aware why. So when I escalate the matter, I escalate it to Supply Chain Management and Mr Malatji, who was responsible for managing asset management issues.

**ADV KHUMALO SC:** But even you did not copy him?

**MR MNISI:** No, Chair, I did not copy him in that response.

**ADV KHUMALO SC:** You did not consider him essential to this process?

**MR MNISI:** At this point, Chairperson, I did not copy him at all.

**ADV BALOYI SC:** Can I just, in terms of process, the email at GM23 from Kgwadi to Malatji, it speaks about them having received purchase orders. What is the purpose of a purchase order?

**MR MNISI:** Can I just go to that page, please,  
10 Commissioner?

**ADV BALOYI SC:** It is page 434.

**MR MNISI:** 434, so on 434.

**ADV BALOYI SC:** Yes.

**MR MNISI:** So the date is the 12<sup>th</sup>.

**ADV BALOYI SC:** It is really just to try and understand process, how the process works.

**MR MNISI:** Okay.

**ADV BALOYI SC:** He says we have now received purchase orders and we will let you know once we have received  
20 payment. And the question is, what purpose does a purchase order serve?

**MR MNISI:** Yes, so I am also taking note of the date here. The date is the 12<sup>th</sup> of March where this individual send this email. So this means the intervention process has already been concluded. And when they indicate that we have

received purchase orders, it means the invoices have now been processed and they are ready for payment. They have now been certified - maybe let me backtrack a bit, Commissioner.

Once purchase orders are issued, it means relevant invoices have been authenticated, the work done has been certified true and correct. They have assessed the portfolio of evidence, which might include timesheets, approvals from the relevant business units, as well as TMPD, and all  
10 portfolio of evidence of that nature. From that process, invoices are uploaded onto the system, which then creates purchase orders. Purchase orders allow the process of invoices to be paid, which means they are now eligible for payment.

**ADV BALOYI SC:** So an invoice is uploaded first. This is from the supplier, the service provider. They submit an invoice. You upload it onto the system. You say then a purchase order gets issued.

**MR MNISI:** Yes.

20 **ADV BALOYI SC:** Is that what you are saying?

**MR MNISI:** Yes, Chair.

**ADV BALOYI SC:** And then how does it land, how and why does it land with the service provider, the purchase order?

**MR MNISI:** Okay. Chair, you will remember I indicated to you the process of digitising our Supply Chain Management.

Within that process, the system communicates directly with the service provider. We are trying to minimise any manual interventions. So what would normally happen is once invoices are submitted to the relevant user department, at this stage, this is still manual, remember. We are getting to a point where the service provider will upload them automatically onto the system. We are still getting there. We are still in the process of implementing SAP Ariba Business Network Info.

10           At this point, however, I want to reiterate that invoices are sent manually to the relevant individuals. Once these relevant individuals receive these invoices, they upload them within their delegated authorities. Within these instances, colleagues from TMPD would receive invoices, validate work done, assess whatever POE that they have, then upload invoices for creation of purchase orders. The service provider then automatically receives communication as a result of them being a vendor and being fully migrated on SAP Ariba, which includes all their purchase orders.

20           There is no need for an individual to now send a purchase order. In the past, Chair, we will find that within that process, there are further delays. Once purchase orders are created, there are delays where individuals are not sending them out. So in this instance, the system automatically sends out PO's to all service providers.

**ADV BALOYI SC:** Thank you.

**MR MNISI:** Chairperson, I am moving back to paragraph 130. And in paragraph 130, I expect that after this whole process, Mr Calvin Mahlangu, through this phone call, informed me that he had already had discussions with representatives. The representative from his department had already been in contact with individuals from, several individuals from TMPD, but he had not received the necessary assistance or attention.

10           Again, Chair, with this, I will refer you to GM22 and 23, where those representatives in the form of Mr Andrew Kgwadi was communicating with various officials and escalating the matters accordingly. He further indicated that there were claims related to invoices for *ad hoc* security services allegedly rendered to the City's Group Water and Sanitation Business Unit. As indicated in the email again, they confirmed that they were guarding Rooiwal Wastewater Treatment stations and other stations of that nature.

20           On 131, my understanding at the time was that all functions related to security services were vested within TMPD and that TMPD was accordingly the only department competent, Chair, to address and resolve the matter. I therefore informed him that I would refer the matter to TMPD for further clarity and that there was no further, and

that I could not proceed any further and I was unable to assist any further at this stage.

**CHAIRPERSON**: No, please continue, Mr Mnisi.

**MR MNISI**: Okay. On 132, Chair, following the call, Sergeant Nkosi clearly, as I discovered, subsequently took it upon himself to assist, as you knew, Deputy Chief Umashi Dhlamini from TMPD, who was responsible for finance support and admin-related matters. And you will take note, in my previous communication, I had not cc'd him. I had  
10 cc'd the Director responsible for TMPD, which was Mr Malatji at that stage, and in further escalations, the Chief of Police is also cc'd. Unfortunately, for some reason, Mr Umashi Dhlamini had not been cc'd in those communications.

While the matter was ongoing, it was subsequently confirmed that the outstanding invoices, Chair, did relate to security services that had been commissioned on an *ad hoc* basis by the City's Group Water and Sanitation Business Unit in conjunction with TMPD. This was action that gave  
20 rise to the confusion and explains why TMPD, at the initial point, was not able to assume responsibility for the outstanding invoice.

In fact, Chair, from my understanding, there was a stand-off between the two departments on who should avail budget to pay for these services. Remember, budgets and

GL's are restricted to various planning aspects of each department. So it looked like there was a stand-off between where this funds should come from, TMPD or the Water and Sanitation Business Unit.

Following the intervention of Deputy Chief Umashi Dhlamini, City's Water and Sanitation Business Unit confirmed that the invoices and the services were rendered to TMPD. City's Group Water and Sanitation Business Unit subsequently made the necessary budget available to  
10 TMPD, thereby enabling TMPD to deal with the matter further and to arrange for the creation and finalisation of the requisite purchase orders in accordance with the applicable internal controls. The allocation of budget was necessary to regularise the administrative process and to ensure that the procurement documentation could be completed properly, Chair.

On 135, there were a number of further formal exchanges between various Groups and departments within the City, clearly aimed at resolving this matter. Deputy  
20 Chief Umashi Dhlamini assisted in coordinating these engagements between the City's Group Water and Sanitation Business Unit, TMPD and Supply Chain Management to facilitate a resolution of the matter at hand. On 136, the work in question was ultimately verified, Chair, and confirmed by the requesting department, namely Water

and Sanitation Business Unit. Such confirmation was necessary, Chair, to establish that the services had in fact been requested and were rendered and it accordingly enabled the relevant internal processes to proceed for purposes of setting out outstanding invoices.

Once the requesting department had confirmed the work done, the invoices could then be processed for payment through the appropriate administrative and financial channels of the City. Actual timesheets,  
10 Chairperson, together with the documentary confirmation that the services were rendered are available and were submitted to TMPD.

137. There were further engagements between all affected departments during which a resolution was taken that all *ad hoc* security services were to cease as a matter of urgency. There were clearly not sufficient internal controls in place. This was considered necessary firstly to prevent a reoccurrence of a similar situation.

Secondly, to ensure that TMPD would assume full  
20 ownership and responsibilities of all security functions going forward. Even with *ad hoc* security services, there need not be any further confusion. In addition, new internal controls were agreed upon and implemented to regulate the process more effectively and the Security Services functions were thereafter formally allocated and agreed for

TMPD to deal with.

138. I thereafter forwarded a letter to Sergeant Nkosi as he was already then involved, Chair, in the matter to ensure that all relevant stakeholders were made aware that new internal controls were in place and as such would be adhered to strictly going forward, so as to avoid a repeat or reoccurrence of the same situation that resulted in the delay in payment in the first instance.

I therefore wished to ensure that the Deputy Chief  
10 Umashi Dhlamini was likewise appraised of these measures and that measures were understood clearly and the compliance would hereafter be adhered to, non-negotiable, Chair. I needed to communicate the aforesaid to Deputy Chief Umashi Dhlamini. As at this point I did not have telephone details, I asked Sergeant Nkosi to forward it after which Deputy Chief Dhlamini and I commenced direct communication regarding the way forward.

140. This matter, Chair, was of particular importance to me as it was necessary to ensure that the  
20 City's accounting records in its entirety accurately reflected the true *status quo* of all trade payables for the City. This was especially significant because in the previous financial years the City have received a qualification and at one point an adverse audit opinion, Chairperson. You can imagine a capital city receiving an adverse audit opinion and amongst

the key issues was trade payables. We could not account for our trade payables. Suppliers were just old and there were no systems in place to validate that, hence this matter was extremely important to me.

2. The implementation of mitigating measures and strengthening internal control. The City had taken steps to address this qualification matters, Chair, in the past and they were addressed accordingly. Accordingly mindful that a situation of this nature should not be allowed to reoccur  
10 to persist moving forward. The reason for this, Chair, is that it is a qualification error and an audit finding that were dealt with and were dealt with effectively. So, there was no way I could afford for a situation for this finding to reoccur in the upcoming financial years.

141. My involvement was necessary to ensure that all verified and certified invoices were duly captured in the City's accounting records or where appropriate formally disputed, Chair. So not only am I saying that invoices must be validated, certified but there is also an option to dispute.  
20 That is a fact that is there, Chairperson, and all of us must understand that, that if there is no corroborative evidence that the work has been done there is an option to dispute and we make that available to all departments at all the time.

Chairperson, where appropriate, to formally dispute

before month end. Resolving this matter before the close of the month was essential to ensuring that the City's books reflect fairly and accurately reflect the correct status of its payables. The fair presentation of the City's financial records form a core part of my responsibilities as the Chief Financial Officer, Chair and any other matter of integrity in terms of those records. Even where it is originating from other departments, Chair, unfortunately if there is a mishap and the trade payables are not accounted for accordingly, 10 the brunch is on me.

So I am stating, Chair, that even though they originate from another department ultimately fell within my area of accountability. I do not wish to have a repeat of the prior year's audit findings of communications, of a qualification in respect to the payables component. Thanks, Chair.

**CHAIRPERSON:** Perhaps before we move on, Mr Mnisi, at the risk of having misunderstood you, I want to correct you on something. Of course you will correct the correction if I 20 am wrong. I am not sure that you were correct in your description of a purchase order. As I understood it from the testimony of Mr Phiri and a certain doctor, I have forgotten the name of the doctor who signed only two of the, I think it was purchase orders. Oh, no, no, no. Let me leave out specific documents. Let me leave out specific documents.

But I understand purchase orders to be documents that would go out from the Municipality to a service provider and in this context, the document would say we require the services of security guards at such and such a site and what we require are X number of security guards, X number of vehicles and at these rates, which total X amount over such and such a period. And then the service provider would then render the services on that basis and obviously would then invoice. That is what I would understand a  
10 purchase order to be. I am not sure that that was your description or definition.

**MR MNISI**: Okay. Chairperson, thank you. In this instance, I heard you refer to Mr Phiri.

**CHAIRPERSON**: I said just in case I am making a mistake with regard to the particular documents, I said let us forget about the reference to Mr Phiri and the doctor whose name I have forgotten. Let us just focus on the description I have given.

**MR MNISI**: Thank you, Chair. So, Chair, for *ad hoc*  
20 security services, a deployment letter is issued. TMPD, in line with their own delegation of authorities, have respective colleagues within APSS who are designated to issue allocation letters to various service providers. So an allocation or deployment letter will be issued clearly depicting the rates and the area which must be guarded by

that particular security guard in line with the SLA and the appointment letter of that specific bid. Once work has been executed, invoices are received.

**CHAIRPERSON:** Is what you have just referred to not a purchase order?

**MR MNISI:** Chair, I am getting there.

**CHAIRPERSON:** Oh, all right. Okay.

**MR MNISI:** So once a deployment letter is received at the beginning of the month, the service provider does its work  
10 and they invoice the City, submit the invoice, then a purchase order is created, which then enables payment.

**CHAIRPERSON:** It looks like, do you want to refer us to specific documents, perhaps, that have been before us to give us tangible examples of purchase orders?

**MR MNISI:** Chair, within the pack that I have, there is nothing I can refer to at this moment, but I could possibly, if I can, find an example of a purchase order and a deployment letter.

**CHAIRPERSON:** All right, thank you.

20 **MR MNISI:** But the starting point is a deployment letter, which is issued by the department in question. In this instance, TMPD issues the deployment letter. Service provider works, they invoice. Purchase orders must be generated. In this instance, Chair, you must also take into account that invoices from about March or July, May or

July, were not done for six months. These were all done after the fact in about March 2025.

**CHAIRPERSON:** Oh, you had begun to say something about Mr Phiri. I know I said, let us forget about him. Are you aware of the several documents signed by him that have been before us already, and two that were signed, of the same nature, that were signed by the doctor I have been referring to? Are you aware of those documents and how would you categorise those?

10 **MR MNISI:** Yes, so those are deployment letters where TMPD authorises ...[intervenes].

**CHAIRPERSON:** Deployment orders.

**MR MNISI:** Deployment letters, yes.

**CHAIRPERSON:** All right, letters.

**MR MNISI:** They are letters, Chair.

**CHAIRPERSON:** Deployment letters.

**MR MNISI:** Deployment letters where TMPD authorises service providers to go and guard all these wastewater treatment plants in this instance.

20 **CHAIRPERSON:** Thank you, thank you.

**ADV KHUMALO SC:** Can you then just clarify what the purpose of a purchase order is and who issues it or who generates it?

**MR MNISI:** Okay, the purpose of the purchase order is to now recognise the expenditure on the system, credit the

relevant GL. GL, I mean the general ledger or cost centre account, which houses the relevant funds for that particular department. The deployment letter is a manual letter that is signed by an individual issued outside the system. With that, the system does not recognise that. The only form which will enable a payment in the form of a document that recognises or authorises a payment is purchase orders.

So what happens, Chair, is that the user department uploads the necessary documents, which would  
10 include the invoice, that deployment letter, the appointment letters, the SLA's of these particular service providers to the system. They then generate those purchase orders in conjunction with the City's Supply Chain Management function.

**ADV KHUMALO SC:** So at Tshwane a purchase order is an internal process between two departments.

**MR MNISI:** It is an internal process which enables payments. The purchase order goes out to the supplier, but from the City's perspective, it creates a transaction. The  
20 transaction is recognised for payment.

**ADV KHUMALO SC:** Maybe what has caused confusion for lawyers is in some procurement processes, a purchaser would ask for a quotation from a supplier.

**MR MNISI:** Yes.

**ADV KHUMALO SC:** And the supplier provides a quotation

to say these goods are going to cost this much and that much, and then the purchaser would issue a purchase order, as in they are ordering the goods, and in their purchase order they say that is the reference, that is the amount, it is this number of goods.

I will give you an example of a case I worked on which involved antennas, where one of the major suppliers asked for a quotation, and they were given a quotation and the pricing. They then issued a purchase order based on  
10 that quotation to say I want 50 antennas of this type at this price, and then they send a document which is a purchase order. When it gets accepted by the supplier, they then deliver the goods and an invoice follows. So ...[intervenes].

**CHAIRPERSON:** In a sense, this seems to align with what I suggested to you, Mr Mnisi.

**ADV KHUMALO SC:** Mr Mnisi, remember we are lawyers, not accountants, so correct us if we are wrong, and we appreciate your correction.

**MR MNISI:** Chairperson, indeed. Internal controls differ  
20 from institution to institution. At City of Tshwane, we run a very complex business, Chair. It is about a R55 billion budget allocated to 23 Groups across the City. Internal controls and the utilisation of SAP ...[indistinct] the other systems is completely different. In this case, you will take note, Chair, that the pricing is determined, and we do not

even need a supplier to accept.

As a result of an appointment letter being available, we know what your pricing per guard is. It is just an allocation of a number of guards which has been aligned to the deployment letter to the area which you are going to guard. So there is no question about guarding. So by mere fact of a supplier receiving and acknowledging receipt of a deployment letter kickstarts the process.

10 Ideally, once that is done, immediately purchase orders should then be created at the end of the month. In this instance, there were anomalies as a result of the standoff in terms of which budget must be made available. Is TMPD spending its own funds, or is this going to be allocated to the relevant business unit? So I would say, Chairperson, internal controls from various institutions differ.

From our perspective, it is a bit different to what you are describing now. That would suffice if it was a normal procurement between zero and 750 ...[intervenes].

20 **ADV KHUMALO SC**: On that explanation, a purchase order would be issued before an invoice.

**MR MNISI**: Chairperson?

**ADV KHUMALO SC**: You have just said, ordinarily, a purchase order must be issued within 30 days.

**MR MNISI**: No, Chair, I am saying at the end of the month.

**ADV KHUMALO SC:** At the end of the month.

**MR MNISI:** The invoice will be received, it will then be captured in the system, and a purchase order will be generated.

**ADV KHUMALO SC:** Oh, so I am with you.

**MR MNISI:** You are with me. So in this instance, we had to do all seven months at once. Ideally, it could have happened in May, June, July. And what could have happened there is a deployment letter is issued, end of the  
10 month invoice is received, purchase order is created, payment is done. June, July, that is ideally what should have happened.

In this instance, all of this happened at one go, as a result of it not happening throughout the six months of the financial year.

**CHAIRPERSON:** Yes, Mr Chaskalson.

**ADV CHASKALSON SC:** Thank you, Chair. Mr Mnisi, it is late on a Friday afternoon so I will try to confine myself to clarificatory questions going forward, because there are  
20 quite a few of those and to begin with, I just need to get a bit of clarity in relation to your procurement system. You have spoken quite a lot about segregation of duties and how I understand the segregation of duties primarily, and you must correct me if I am missing a step, is that there are duties of the Bid Specification Committee. There are duties

of the Bid, the BEC, Bid Evaluation Committee. And then there are duties of the Bid Adjudication Committee, the BAC. And those three sets of duties are segregated so that different, well, committees comprising different people will be responsible for each one of those sets of duties. Is that broadly what you are referring to in relation to segregation of duties, or have I got it wrong?

**MR MNISI:** Chair, I think you are correct. But I need you to add an additional step in terms of probity assurance.  
10 Just before you get to BAC, that a probity assurance must be conducted to ensure and to validate the work of the BEC. So that is an additional step I would like to add just before you go to BAC, and that is indeed the process and it assures independence and ensures that there is no interlink between the duties of the various committees.

**ADV CHASKALSON SC:** Thank you for that. I was actually going to get to probity independently. Can you clarify that? Is probity assurance through a general audit and risk or through their contractors, is that something that  
20 is applied to every procurement process? I saw somewhere in the papers that suggests that it applies to all processes above the value of more than R20 million. Is that correct, that every tender with more than, with a value of more than R20 million will go through probity assurance?

**MR MNISI:** Chairperson, ideally all procurements, that the

City has taken a resolution that all procurements must undergo probity. Unfortunately, as a result of insufficient funds, we have restricted that in this financial year to any procurement with 20 million and above, reason being, Chair, the complexity and the technical nature of any bid in excess to R20 million and the risk assessment that we have seen over the past that many bids over that threshold are always subject to litigation.

They are complex in nature where members of BEC  
10 sometimes miss crucial steps which puts the City at risk, hence, at this point in time, we had to make funds available to ensure that we cover anything R20 million and above. Anything below that, Chair, with our experience, was low risk through the risk assessment that are conducted.

Further to that, the technical requirements, the evaluation criteria, was simple in nature and was almost straightforward without any major complexities.

**ADV CHASKALSON SC:** Now, the bids that we have been looking at in the context of this inquiry have been bids with  
20 an initial bid validity period of, I think, three months, possibly six months in one case. That presupposes that your procurement process from start, well, not from start to finish, from date of submission of bid to date of award can be comfortably achieved within that bid validity period, because if it cannot be achieved within that bid validity

period, then you run the risk of having tender processes that get compromised because the extension to the bid validity period is not unanimously agreed by bidders and I do not know if you are aware of this, but there are cases which say if your bid validity period is three months, then without everybody's consent, you cannot run past three months.

So do you tailor your processes and your bid validity periods in particular to a period that you consider  
10 reasonably achievable? So if the bid validity period is three months, does that mean that you think that BEC, BEC probity and BAC can all do their work within three months?

**MR MNISI:** Okay. As seen by law, and as per the MFMA, 90 days is the required period to complete all bids. However, it does allow us discretion to make amendments within the City Supply Chain Management policies as a guidance document in terms of the real-time experience that we face as unique institutions. In reference to the complexity of the City of Tshwane, us managing such a  
20 massive budget and the complexity around the network, the number of Groups that we have, remember, Chairperson, it is also key to take note that the individuals who sit in BSC, BEC and BAC have normal job descriptions and on a day-to-day basis they are employed for particular functions. What the City of Tshwane has done is an amendment to our

policy which enables us to give out extensions if we are unable to resolve the bid within a 90-day period.

I will refer you, Chair, to the statement that I just gave where we are covering on page number 80 for argument's sake. I deal with extensions that TMPD 01 was extended on three occasions and these extensions were in line with the Supply Chain Management policies. This is guided by the complexity of our City. The policy as a guiding document has been amended to cater for extensions  
10 of this nature in the event that we are unable to finalise the processing time.

And, Chairperson, this was intentionally designed because we knew we needed to put in place a probity assurance exercise in order to ensure that all processes were followed to the T without facing the restriction or the gateway of 90 days extension period.

**ADV CHASKALSON SC:** Then when we get to segregation of duties ...[intervenes].

**CHAIRPERSON:** Did that answer your question, Mr  
20 Chaskalson?

**ADV CHASKALSON SC:** It answered it sufficiently for my purposes. Chair, if you want further clarification obviously ...[incomplete].

**CHAIRPERSON:** For my purpose, Mr Mnisi, I just want to know and I want a short and direct answer please. The

question was when you decide on a three-month bid validity period, do you do so because you think three months is sufficient for the BEC, probity and BAC processes to be finalised? Can you answer the question directly? I got lost in the long response.

**MR MNISI:** Chairperson, three months is a directive from the Municipal Finance Management Act, it is not a City directive. The Municipal Finance Management Act and the regulations associated to Supply Chain Management dictate  
10 that bids must be finalised within 90 days.

Within the City's policy, we take note of the complexity of our institutions and the unique nature in the operations that we deliver. We then have a discretion to indicate whether is that probable for us. In our case, Chair, 90 days is not probable and we are stating that clearly in our baseline document, which is the City's own Supply Chain Management policy, that we are allowed to make extensions beyond the 90-day period.

**CHAIRPERSON:** So you fix the three months because you  
20 are forced to, is that what you are saying?

**MR MNISI:** It is a law, Chair.

**CHAIRPERSON:** Oh, all right. All right, that is enough. That is enough. Thank you.

**ADV CHASKALSON SC:** I did understand that to be your answer but it seems to me that there may be a risk that you

are not aware of in that regard, which is that there are, well, there are judgments of the Supreme Court of Appeal which say that if your bid validity period is three months or 90 days, you cannot extend that period without the consent of all of the bidders. And if you do extend that period with the consent of some but not all of the bidders, then your tender can be set aside.

But that is not really an issue for this Commission but it is something that you should pay attention to. It  
10 seems to me that if you are going to look at more than 90 days for a bid validity period, the time to do the deviation or the variation is when you issue the bid, not when the 90 days has, is about to expire.

But in relation to the segregation of duties, you have at various points emphasised that the BEC documents are kept under lock and key at the BEC. And how I understand the process to be is that the bids are placed in a tender box or submitted somewhere, sealed, and then they are opened on a bid opening day where anyone can be  
20 present to witness that nothing is been tampered with. The BEC then has open bids. You are saying that those documents are kept under lock and key while the BEC process runs its course. Is that correct?

**MR MNISI:** Okay, SC, maybe I can expand further. Once the documents are received, opened in public, prices read

out for all and a closing register developed, circulated to all bidders on the day. From there, a Bid Evaluation Committee might not yet be constituted. Within the City of Tshwane's environment, we have got a demand management function who then stores this document under lock and key until such point in time that a Bid Evaluation Committee has been appointed and these documents can be formally handed over to them, still under lock and key.

**ADV CHASKALSON SC:** And is it only the Bid Evaluation  
10 Committee that has access to those documents until the  
BEC has made a recommendation?

**MR MNISI:** Yes, Chair.

**ADV CHASKALSON SC :** And I understood your evidence  
to be at a certain point that you as a member of the BAC  
only get those documents when the recommendation of the  
BEC comes up to the BAC for consideration.

**MR MNISI:** To be certain, Chair, when BAC sits to  
consider a matter, that is when we all see documents,  
myself and the entire BAC.

20 **ADV CHASKALSON SC:** Yes. And you mentioned that in  
some of these cases, you only receive those documents for  
the first time on the morning of the first BAC meeting.

**MR MNISI:** In all of those cases. In all of the cases,  
Chair. In all ...[intervenes].

**ADV CHASKALSON SC:** So you do not get the documents

earlier so that you can prepare for the meeting?

**MR MNISI**: No, we do not, Chair. We do not, because this is why we have members of BEC coming to present the report, so we are able to scrutinise the report. Me, having a report a week before, creating a risk, Chair. We have seen issues of this nature in the past where BAC reports leak. It leak whilst the process has not been finalised. It was a really hard decision to take to safeguard what happens at BAC because at one point in time, we would not  
10 be aware on who might have leaked this report.

You can imagine, Chair, dealing with TMPD 03, complex tender of this nature, one week before BAC finalises this, it is leaked and it is all out there in the public. We have had instances of this nature, hence, I had to put in place an internal control that we were - maybe just to backtrack, Chair, we sit for an entire day, every Thursday, just looking at BAC matters, meaning we have got sufficient time to engage with the members of the BEC presenting the report. It was a step to also safeguard the process and  
20 limit any instances of any member seeing any report before they should see it and interrogate it accordingly. So in all instances, we see all reports in the morning.

**ADV CHASKALSON SC**: And that is true of the BAC members. I presume it is true of all other people outside the BEC. So for instance, the User Department Head does

not get to see the BEC documents unless that User Department Head happens to be a member of the BEC.

**MR MNISI**: True.

**ADV CHASKALSON SC**: And you as CFO do not get to see those documents unless you do so in your capacity as a member of the BAC when those documents serve before the BAC.

**MR MNISI**: Yes.

**ADV CHASKALSON SC**: And what secrecy obligations rest  
10 on BEC members? Are they under any formal written obligation not to leak any of these documents?

**MR MNISI**: Yes, Chairperson. If you look at the bundles within our disposal, we can even refer to the fourth bundle on my side. I will just pick one for argument's sake on page number 9. Page number 9 is a Bid Evaluation Committee declaration of interest.

**ADV CHASKALSON SC**: Sorry, slow down because we have now got to translate it into a reference that ...[intervenes].

20 **MR MNISI**: Sorry, Chair.

**ADV CHASKALSON SC**: I think that that will be volume, I think it is probably going to be volume 5, page 9. Let me check, file 5, page 9.

**MR MNISI**: So, Chairperson, if you reference this, I just took an odd one that came up my screen when I said page

9. This is one thing.

**ADV CHASKALSON SC:** It is up behind you, so we will probably save time by using it here.

**MR MNISI:** Yes. Ja, so this is a declaration of interest where each member of the committee need to firstly declare their interest and need to ensure, that they will ensure that the work that they conduct within BEC will be safeguarded. Equally, at the bottom, you take note that all cellphones, recording equipment, transmitters, recorders are all handed  
10 over to the committee secretariat at all points whilst BEC's are being considered for safekeeping purposes. Over and above this, Chair, they officially put this on record and they ensure that they will safeguard the work that they do within the BEC. So they are under declaration.

**ADV CHASKALSON SC:** Thanks. Then what I wanted to do is to take you through, sorry, I presume the same is true of the BAC, that the BAC is similarly under confidentiality obligations.

**MR MNISI:** True, Chair.

20 **ADV CHASKALSON SC:** And one sees in the probity reports that when those reports get issued, they get issued to very specific individuals with instructions to return them if the tender gets cancelled or to destroy them. So there should be secrecy right through this process.

**MR MNISI:** Yes.

**ADV CHASKALSON SC:** Can we then look at the two processes with which we are primarily concerned in terms of the actual tender process. It is TMPD 1 and TMPD 3. And let us, I just want to clarify the chronology in relation to TMPD 1. You have covered most of this ground already, but there are certain details that I just want to make sure of.

So if we start with TMPD 1, and you have testified to this, GM9 in file 2 at page 58 was the meeting of the Bid  
10 Specification Committee on 29 July. That is when the process seems to have started. Are you with me with that?

**MR MNISI:** GM9. I just want to go there, Chair.

**ADV CHASKALSON SC:** If it might help you, or if it might help the Commissioners, I am in files 1 and 2 for this section of the questioning and in fact, in that case, your files are the same as the Commissioners' files 1 and 2. So it starts 29 July with GM9 and the Bid Specification Committee meeting held on 29 July.

**MR MNISI:** I can confirm that.

20 **ADV CHASKALSON SC:** You can confirm that?

**MR MNISI:** Yes.

**ADV CHASKALSON SC:** Ja. The next stage that I see is the advertisement of the bid on the 27<sup>th</sup> of August, and that is file 2, page 116, item 30 that you drew attention to in your evidence. And ...[intervenes].

**MR MNISI:** Chair, it is the 26<sup>th</sup> of August, correct, not the 27<sup>th</sup>. If you look at page 119, notice 2/2024, at the bottom it has got a date.

**ADV CHASKALSON SC:** Yes. Sorry, you are absolutely right. It is the 5<sup>th</sup> of August. Where did I have 27? Anyway, the next stage is the bid closing date. So the invitation goes out in August, the closing date is 2 October. That is from your statement, paragraph 78 on page 19 of file 1. You have that?

10 **MR MNISI:** I have got that and I can confirm.

**ADV CHASKALSON SC:** Now, this is the first point at which I need you to pay particular attention because it is where there is a deviation from what is in your statement. So if you go to page 21, paragraph 84 of your statement, file 1, you will say that, you see the, you say the BEC was duly constituted and comprised six members, chaired by Mr Victor Kgopa and commenced on 25 August 2025. Now, it seems to me that there is, well, I think the date 25 August 2025 is wrong. The first record I have of a BEC meeting is,  
20 in fact, 28 March 2025, and that is in file 5. Sorry, we will need file 5 out, which is your bundle 4, and that is on page 1 of bundle 4 or file 5.

**MR MNISI:** Chairperson, I see that and I agree.

**ADV CHASKALSON SC:** There are then a succession of meetings of the BEC. They are all in the same file. Page

13 of that file, we see what seems to be the second meeting of the BEC on 1 April, or minutes of that. Will you confirm that just for the record?

**MR MNISI**: Chairperson, I am looking at bundle number 4, and I am seeing on item 2 on mine from page 13, a commencement of the work of BEC from the 1 April.

**ADV CHASKALSON SC**: Of April?

**MR MNISI**: Yes.

**ADV CHASKALSON SC**: It continues on to the second day  
10 of April. That is page 24 of file 5, bundle 4. The 3<sup>rd</sup> of April, which we see on page 36 of those same files or bundles, the 4<sup>th</sup> of April, which is page 48, the 7<sup>th</sup> of April, which is page 60, and the 11<sup>th</sup> of April on page 72. And it seems that the 11<sup>th</sup> of April was the date of the original BEC scoring, that at that meeting, they actually scored the bids, because if we go to page 84, starting on page 83, we will see all of the score sheets from the 11<sup>th</sup> of April, at least in respect of Mr Nkosi's brother's company, Ngaphesheya.

**MR MNISI**: Chair, so I would maybe like to expand on that.  
20 Probably, all scoring, it is not practical for it to occur in one day. I am sure it would be occurring throughout the process. But with the documents that is in front of us for this particular bid of Ngaphesheya, was all scored on this day. I can confirm that.

**ADV CHASKALSON SC**: If we go back, if we go back to

the meeting of 11 April, it seems that your hypothesis must be, is probably correct, because if we go to page 76, we see the resolution at the end of that meeting and it says, the BEC at its meeting held the 11<sup>th</sup> April, resolved they will continue with the evaluation of TMPD 1-24/25 on the next scheduled meeting. It does not, it is not, they do not say when the next scheduled meeting will be, but the evaluation continues.

And we have asked, we have asked for all of the  
10 meetings of the BEC that are on record with the City, but unfortunately they end at 11 August. But we have to assume that there must have been another, at least one other meeting of the BEC and ...[intervenes].

**ADV BALOYI SC:** Mr Chaskalson, when you say 11 August, do you mean 11 April.

**ADV CHASKALSON SC:** Sorry, the 11<sup>th</sup> of April, the 11<sup>th</sup> of April. So we have no more minutes beyond those. But we know that a report from the BEC was presented by Mr Kgopa, the Chair of the BEC, to the BAC at 4 September.  
20 That is what you testified to at page 22, paragraph 90, which means that the BEC must have adopted a report sometime prior to 4 September 2025 to be able to report it, to present it.

**MR MNISI:** Chair, maybe just to add, we must also take into account the probity process that must occur within that

period. So it is probable that they could have finalised the report on what we have in front of us on the 11<sup>th</sup> of April. Probity process then undertook the same process again, which led to delays. So I need us to incorporate that exception before moving ahead towards this report being presented to BEC. There was a considerable amount of time that was allocated from the 4<sup>th</sup> of April, as you have seen in the probity reports submitted to the Accounting Officer.

- 10 **ADV CHASKALSON SC:** Yes, but they referred to the probity report. I mean, if we go to your, to the BAC minutes of 4 September, which is file 2, page 341, and it is an issue that you did canvas at page 346, where when the BAC meets for the first time on 4 September and Mr Kgopa presents the BEC report, the BAC complains that they have not been given the final probity report. And that does not leave them in a position where they can be satisfied that the probity concerns have been satisfactorily addressed.

- 20 So it is then sent back to get the final probity report and it seems to me that the document that is significant, the next document that is significant in that regard is the copy of the probity report that Audit and Risk send to the City Manager on the 10<sup>th</sup> of September 2025. That is page 129 of file 5, bundle 4. So if you go to bundle 4 or file 5, you will see that on the 10<sup>th</sup> of September, the probity report is

circulated at least to the City Manager. And the covering letter, do you have it, it is addressed only to the City Manager. It says:

“We have completed the proactive forensic assurance review in the form of probity we notified your office of on the 4th of April, 2025. Here is the review report.”

Paragraph 4:

10 “Your attention is drawn to the fact that your authority to possess this report is linked to your tenure of your current office and should you vacate the current office for whatever reason, this report shall be returned to us or destroyed.”

So it is a confidential report, highly confidential report. That report ...[intervenes].

**ADV BALOYI SC:** Sorry to interrupt you. Can I just  
20 understand, at this page 129, this covering letter, it says the City Manager was informed. It says the City Manager was informed on the 4<sup>th</sup> of April 2025 and yet we, and please correct me if I am misunderstanding the sequence, we have looked at a minute of the BEC of 11 April. So how is it that the probity assurance would have been notified

even before the BEC process is complete, because that minute of the 11<sup>th</sup> said we will continue the evaluation at the next meeting.

**MR MNISI:** Chair, this is one of the tenders that was deemed high risk.

**ADV BALOYI SC:** Say that again.

**MR MNISI:** This is one of the tenders that has always been deemed high risk, hence, probity assessment is mandatory, meaning, by the time BEC completes its work, probity must automatically take over the process and conduct its work. This is an indication that probity must have been tracking the process. Well, when I say probity, I mean Chief Audit Executive's office. They check all processes in terms of all tenders that have been finalised. They might have been informed that we are now at a stage where we are almost completed with the report. This mainly indicates to the Accounting Officer that we have informed you on the 4<sup>th</sup> of April that we will be conducting a probity assurance on this tender. It is known from the beginning. It is a tender above 20 million. It is known beforehand which tenders will be subject to probity.

**ADV BALOYI SC:** Okay, so this does not mean, this notification to the City Manager on the 4<sup>th</sup> of April, it does not mean they start the process, the probity assurance process before the completion of the BEC process?

**MR MNISI**: No, Chair.

**ADV BALOYI SC**: It does not mean that.

**MR MNISI**: It does not mean that.

**ADV BALOYI SC**: It just notifies that we will conduct the process.

**MR MNISI**: Yes. And the reason to notify the City Manager is to ensure that when his office receives complaints from TMPD that there are delays in terms of this, he can then respond and say this is subject to a  
10 probity assessment. I am aware, I have authorised it accordingly.

**ADV BALOYI SC**: Okay, thank you.

**ADV CHASKALSON SC**: And what follows that covering letter is indeed the probity report furnished by the external consultants. What then seems to have happened is on the 15<sup>th</sup> of September, the probity report was, well not on the 15<sup>th</sup> of September, on the 15<sup>th</sup> of September, the Bid Evaluation Committee met again at a meeting where they had, where they were essentially to respond to the probity  
20 report and one sees that report, starting, we see it in two places. The one is in file 2 which you have taken us to previously and we see that, let me get my reference to file 2. It is, it is, never mind. I have lost my reference to file 2. I have got it in file 5 or bundle 4, it is page 111.

**ADV KHUMALO SC**: Are the minutes not on 121?

**ADV CHASKALSON SC:** There are, there are two, it is, yes, the actual minutes of the meeting are on 121. The records of the meeting including the attendance register and the confidentiality forms start at page 111, but the minutes start at page 122. And there is, what is significant about the, we have not seen the original report that the BEC produced, or we do not know when that original report was produced. This is the report that, and the minutes of the report that, the minutes of the meeting that adopts the  
10 revised report after being told to look back at probity by the BEC.

The next step that I see is the BEC meeting of 18 September, and that you speak to in paragraph 95 of your statement where you say that Mr Kgopa presented the BEC report from 15 September to the BEC at the meeting of 18 September. So this is when the BEC has now considered probity and has responded to it. And the minutes of that meeting are Annexure GM16, which was in file 2 at page 348. Will you just confirm that again for the record?

20 **MR MNISI:** Okay, so, Chair, for the record, meeting of the 15<sup>th</sup> of September between BEC and probity team is in reference to addressing shortcomings that had been identified from the BEC of the 4<sup>th</sup> of September. This meeting and the outcomes of that result are then presented to the BAC of the 18<sup>th</sup>. I just wanted to ensure that we are

on the same page in terms of the sequence of events.

**ADV CHASKALSON SC:** Yes, and then on the 18<sup>th</sup>, what happens after the BEC meeting is reflected in a letter from Mr Kgopa that we see in file 5 or bundle 4 at page 158.

**MR MNISI:** Okay. So what happens here, Chair, is that we are sitting now on the 18<sup>th</sup> of September. BEC knows discrepancies that are outlined in terms of one particular bidder, reflecting as compliant in the BEC report, however, reflecting as non-compliant in the probity report on two  
10 aspects, audited financial statements not being available; secondly, a 5 ton truck not being verified. So that is the clarification that now takes place.

The purpose of this is for me, Victor Kgopa, to, it seem like he is now communicating with the team from forensic services, requesting for a meeting to clarify the confirmation of which was necessary for there to be consensus and alignment between all portfolio of evidence from the probity report to the BEC.

So once this is done and an addendum report is  
20 issued, as I have attached my statement as, I think, GM, the addendum report, GM19, Chair, that is the outcome of that. So the purpose of this was to request a meeting from Mr Victor Kgopa to the forensic audit team to address the clarification issues that were raised by BEC on the 18<sup>th</sup> in terms of that one bidder where there was non-consensus on

the formal report *viz-a-viz* the BEC report.

**ADV CHASKALSON SC:** And then the next stage is the second probity report or the second probity letter, which one sees at page 160 of the same bundle, bundle 4, file 5, where the external consultants confirm on page 161, paragraph 3.1:

10                    “We confirm at the time of the initial review of the tender documents, the probity team erroneously concluded the bidder did not submit all annual audited financial statements for three years.”

So they admit they heard the financial statements were there. And then 3.4:

20                    “Initially, due to the erroneous disqualification in stage 1, bidder 2 was not evaluated in stage 3. However, in the report, it was erroneously stated that bidder 2 did not have a 5 ton truck. Due to reasons advanced above, we proceeded to evaluate bidder 2 and they confirmed that Vincire satisfied compliance.”

**MR MNISI:** Yes.

**ADV CHASKALSON SC:** What then happens is the ...[intervenes].

**ADV BALOYI SC:** Yes, can I, sorry, Mr Cheskason, I am sorry. Can I, I mean, earlier, Mr Mnisi, when we discussed this, you had said that the reason that probity had indicated that there is no, there was no 5 ton truck, this company did not have a 5 ton truck, it is because they had not gone to stage 3 evaluation, I think, because they were disqualified, I think, at stage 2. But 158 seems, the email in 158, on the face of it, seems to suggest that it was not a case of that they did not proceed to stage 3, the probity, to stage 3  
10 because of the stage 2 disqualification, but rather that they attended and found no truck. Am I reading that email at 158 wrong?

**MR MNISI:** Okay. Chairperson, page 158, the contents of this email says:

“The BEC reports related abovementioned case was presented to the BAC today ...”

Today being the 18<sup>th</sup> of September 2025.

“The following were raised and the  
20 report could not be approved as such.  
The BEC requested the following.

1. Confirmation that the matter of the annual financial statement was cleared as the AFS are present in the tender document as presented in the BEC.

2. The BEC indicated that whereas most of the bidders were inspected in the presence of the probity team, ...[indistinct] was the first to be inspected on the first day prior to probity team forming part of the BEC delegation.

10 The BEC further states that the 5 ton truck was there whilst the probity says it was not. Please confirm the date that the inspection at this bid was carried out so as to reconcile.”

Basically, what this says, Chair, is the first component is clear. You need to verify whether you have seen the financial statement as we have seen. This is BEC. Secondly, BEC says we went out on our own, we found the truck. You go out, you say you did not find the truck. You then go out again and you find it. Please confirm that now. Please confirm your third process where you validate that  
20 the bidder was carried out so as to reconcile, meaning so that the BEC and the probity team are able to reconcile.

Further to that, Chair, on 161, 3.4:

“Initially, due to the erroneous disqualification at stage 1, bidder 2 was not evaluated for stage 3.”

This is the external party confirming and giving a statement. We did not evaluate them any further because they did not qualify past stage 1. However, they state, Chairperson, that:

“It was erroneously stated in our report that bidder 2 did not have a 5 ton truck.”

So if you split that in line with the sequence of events, they are confirming that one, they disqualified them  
10 on stage 1 due to the inability to find the annual financial statements. They further go and say they themselves did not evaluate them further on stage 3. However, they say that, they state that erroneously that the bidder did not have a 5 ton truck.

So there are three instances that are occurring here and the probity team is confirming that they did not look at it, one. Secondly, they made an error where they are saying that this bidder did not have a 5 ton truck whereas there was a 5 ton truck.

20 **ADV BALOYI SC**: Thank you.

**ADV CHASKALSON SC**: And then at that last BAC meeting, after receiving confirmation from the probity consultants that their concerns have been addressed, the BAC awards the tender, recommends the award of the tender.

**MR MNISI:** Yes.

**ADV CHASKALSON SC:** So that is the effective chronology of the official processes relating to tender TMPD 1-24/25. But there are other processes that are going on behind the scenes and it is to those that I want to turn now. And the first non-official process that we see is in a WhatsApp from you to Sergeant Nkosi on the 26<sup>th</sup> of February 2025, and that appears in file 3 at page 133. It will be your bundle 3, page 133.

10 And sorry, Mr Mnisi, in relation to all of these references, I will refer to file 3 and file 4, but they are in the same document, electronic document that you have, which is bundle 3. So if we then go to page 133, do you have it?

**MR MNISI:** Yes, I have got it, Chair.

**ADV CHASKALSON SC:** And you will see at the foot of the page, and sorry, before we get to the details, due to a failure to change a software setting, all of these chats between you and Mr Nkosi are in what is called UTC, which is two hours behind South African time. So when there is a  
20 time in a chat between you and Sergeant Nkosi, you need to add two hours to it. To complicate matters further, the chats between Sergeant Nkosi and Deputy Chief Dhlamini did have the software setting changed, so they are in South African time. But if you see at the bottom of page 133, on the 26<sup>th</sup> of February, with a timestamp 9:45:50 am, which

actually means 11:45:50, you ask Sergeant Nkosi:

“Who is Siphonkomo or Joe Mabunda from TMPD.”

You see that?

**MR MNISI**: I see that, Chair.

**ADV CHASKALSON SC**: Why did you ask Sergeant Nkosi who Siphonkomo and Joe Mabunda were?

**MR MNISI**: Okay, thanks, Chair. For this instance, we were sitting in engagement. Within this engagement, I was aware that these two individuals are responsible for VIP services for the City. At one point in time, Chair, the individual, Mr Siphonkomo, with his colleague, I think from my perspective, unceremoniously removed my VIP security without explaining too many details. Nonetheless, it was okay.

We proceeded as is, and I needed to ensure that it is him so I am able to have a discussion with him and confront him why can you not at least follow due processes and ensure that you inform me in the event that the City decides that there are no longer any risks that are facing me, and further to that, that my VIP security is, for whatever reason, which is justified, I am sure, removed.

**ADV CHASKALSON SC**: So this related to the removal of your VIP protection?

**MR MNISI**: Ja.

**ADV CHASKALSON SC**: And when was your VIP

protection removed?

**MR MNISI**: About December.

**ADV CHASKALSON SC**: So between December and, for how long was it removed?

**MR MNISI**: Ever since.

**ADV CHASKALSON SC**: So between December and the end of February, you had no protection officers assigned to you?

**MR MNISI**: No.

10 **ADV CHASKALSON SC**: And you were told that it was Siphonkomo and Joe Mabunda who were responsible for that decision?

**MR MNISI**: Yes, by my VIP protection, who informed me that they had been reassigned by these two gentlemen.

**ADV CHASKALSON SC**: Why did you want to know, well, I suppose I will pull that question back because I think it was not going to be a fair question. Can we then go down. Sergeant Nkosi, I suppose the first question is why did you ask Sergeant Nkosi? He is not part of Tshwane.

20 **MR MNISI**: Chair, I knew he knew many people within the City of Tshwane. I was aware of that fact.

**ADV CHASKALSON SC**: He then sends you a picture, if we go over the page to 134 and he said, that is Siphonkomo and he sends you a picture of someone whom I imagine is Siphonkomo. You see that?

**MR MNISI:** I see that, Chair.

**ADV CHASKALSON SC:** Your response says:

“Okay, taking him off this one.”

What did you mean by that?

**MR MNISI:** Chairperson, I think there might have been an autocorrect issue. I meant I want to take him on. I needed to confront him in reference to the unceremonious removal, from my perspective, of my VIP security. That was the context around this discussion.

10 **ADV CHASKALSON SC:** An autocorrect. So what did you actually want to say?

**MR MNISI:** I am taking him on. I need to take him on so he can at least have the decency to explain to me.

**ADV CHASKALSON SC:** So it should have read, okay, taking him on this one.

**MR MNISI:** Yes.

**ADV CHASKALSON SC:** But taking him on this one does not make sense.

20 **MR MNISI:** Taking him on, confronting him, having a discussion with him and having him elaborate and clarify the reasons why my VIP security was removed without the City explaining to me. So I needed to take him on, Chair.

**CHAIRPERSON:** So basically, you wanted to say you were taking him on, on this one.

**MR MNISI:** Yes, I want to confront him.

**ADV CHASKALSON SC:** So what you would have typed is taking him on, on this one, two on's, and that autocorrected to off.

**MR MNISI:** I cannot confirm that, Chair. But I can just state what I was intending when I was sending this discussion and how I understood the discussion that was ongoing.

**ADV CHASKALSON SC:** And Sergeant Nkosi knew exactly what your concern with Joe Mabunda and Siphonkomo was?  
10

**MR MNISI:** Ja, Sergeant Nkosi was a friend of mine, Chair, so we had discussed these issues and I had informed him, hey, you will never believe this, my City just withdrew my VIP security. So he might not have known who these were at this point, but he was aware of the circumstances that we were discussing.

**ADV CHASKALSON SC:** When we asked him about this, he did not indicate anything about a security detail that had been removed.

20 **MR MNISI:** Ja. Chair, I cannot confirm on what Sergeant Nkosi was stating. I think from my perspective, I want to give an account on exactly what I meant under the context of this discussion, how I understood it then and what the context was now and how I presumably understood it then. His response, I cannot really account for that, Chair.

**ADV CHASKALSON SC:** We go down, and if you go down to page ...[intervenes].

**CHAIRPERSON:** Just one minor point, Mr Chaskelson. And your emoji there, what are you pointing at?

**MR MNISI:** Pointing up.

**CHAIRPERSON:** Yes, what exactly does that signify in this context?

**MR MNISI:** I am taking him on, this one.

**CHAIRPERSON:** So you are taking on Siphoh. Are you  
10 pointing at Siphoh?

**MR MNISI:** Yes.

**CHAIRPERSON:** Taking on Siphoh.

**MR MNISI:** In the context of this discussion, yes, Chair.

**CHAIRPERSON:** Okay, okay. Yes, yes, Mr Chaskelson.

**ADV CHASKALSON SC:** Then if you go over the page 135, Sergeant Nkosi sends you a Facebook link to a video of Joe Mabunda. And your response, you see that?

**MR MNISI:** Yes, Chair, I see that.

**ADV CHASKALSON SC:** And your response is really three  
20 laughing emojis.

**MR MNISI:** Ja.

**ADV CHASKALSON SC:** Why three laughing emojis?

**MR MNISI:** The video, Chair, was a lady giving him flowers. It should have been the other way around from my perspective. Normally gentlemen give ladies flowers.

**ADV CHASKALSON SC:** And you do not say anything about taking on Sergeant Mabunda?

**MR MNISI:** No, I have to deal with his boss. As far as I am concerned, his boss was his superior.

**ADV CHASKALSON SC:** I see. Did you know at the time that Siphon Nkomo and Joe Mabunda were the only two TMPD representatives on the BEC?

**MR MNISI:** At the time? No, Chair, I cannot confirm that.

**ADV CHASKALSON SC:** Do you know now that they are  
10 the only two, they were the only two TMPD representatives on the BEC for TMPD 1?

**MR MNISI:** I know now, Chair, that the Chief of Police and their delegates seconded these two individuals to be the specialists that the department wanted to form part of TMPD 01.

**ADV BALOYI SC:** Mr Mnisi, your question to Sergeant Nkosi, who is Siphon Nkomo and Mabunda, suggests you did not know, you did not know them and where they sit in the organization as in their positions.

20 **MR MNISI:** True. No, no, I did not know where they sit and I did not know their faces.

**ADV BALOYI SC:** Did you know that they are responsible for your security?

**MR MNISI:** Yes, my security detail would inform me that the Brigadier in charge would be this individual.

**ADV BALOYI SC:** Okay, and who was the Head of your security internally, Head of Security in Tshwane?

**MR MNISI:** Head of VIP or Head of Security?

**ADV BALOYI SC:** VIP.

**MR MNISI:** This is the gentleman who is in charge of that, the brigadier involved. According to my understanding as part of their structure, it is a function delegated to him. Of course, the chief boss is the Chief of Police.

**ADV BALOYI SC:** Okay, so why do you ask Mr Nkosi who  
10 is Nkomo and who is Mabunda if your protectors have told you that they have been withdrawn by these two gentlemen and you know that these two gentlemen are in fact responsible for VIP security? What in fact were you asking Mr Nkosi then?

**MR MNISI:** I know their names but I do not know them by face, Chair, so I was asking if does he know these individuals. He says, yes, I know them and then he sends me pictures and I could have ...[intervenes].

**ADV BALOYI SC:** You knew the names, you did not know  
20 the faces.

**MR MNISI:** Exactly, I did not know the faces.

**ADV BALOYI SC:** Okay, thank you.

**ADV KHUMALO SC:** Can you please clarify this, Mr Mnisi. Remember I asked you earlier, what role do you play in the appointment of VC members.

**MR MNISI:** Yes.

**ADV KHUMALO SC:** And your explanation was that they are appointed by the City Manager but you do play some role. In other words, if there is somebody who is not suitable, you can say to the City Manager, that person is not suitable.

**MR MNISI:** Spot on, Chair.

**ADV KHUMALO SC:** Now, why is it that when this question is asked by Mr Chaskalson in relation to the membership of  
10 these two people, you say you did not know that they were members of the VC?

**MR MNISI:** At this point, Chair.

**ADV KHUMALO SC:** Why did you not know if you play a part in the appointment of VC members?

**MR MNISI:** Chair, on a daily basis, I deal with hundreds of emails, so I would have seen this and my point of evaluation, even if it was at this time, hypothetically, let us say it was at this time, my role in terms of assessing whether a BEC is compliant, I need to check three things.  
20 One, adequate representation from a Supply Chain Management function. Two, adequate representation from the User Department. Three, adequate representation from the owner of the tender. I do not check names, Chair. I check functions. Once I receive confirmation the Chief of Police or a delegate have designated individuals, I am

comfortable. And whether those individuals form part and parcel of that committee, I am comfortable. Similarly, with Human Settlement Department in this case, once I confirm and receive surety that the function is represented, I am clear. It is a tick box exercise for me, it is compliant.

**ADV KHUMALO SC:** Let me put it this way then. When that VEC was appointed, you have received the names of the people who are nominated. And in that list, these two people would have been there. At best for you, you can  
10 say, I did not pay attention then, but I must have got it and they were there.

**MR MNISI:** Chair, what I can confirm is that I must have been obviously carbon copied on the submission that was sent to the City Manager.

**ADV KHUMALO SC:** Ja.

**MR MNISI:** But I do pay attention and I pay attention on functions. Chairperson, we have got in excess of 23,000 employees at the City of Tshwane, so I need to pay attention to function. That is what keeps me sane in terms  
20 of accountability, that the key baseline building blocks have been dealt with accordingly. I am unable to recall names as opposed to functions. I would rather deal with functions. It gives me a sanity check that indeed compliance has been met.

**ADV KHUMALO SC:** The latter answer is more acceptable

than the first one because the first one you said you did not know. But when you say they must have been there, I just did not pay attention, I accept that. But the first one just did not make sense to me.

**ADV CHASKALSON SC:** Why did you need to know the faces of the people who had taken your, who had apparently taken your security detail away? What were their faces, why were their faces important to you?

10 **MR MNISI:** Just to put the name to the face, Chair, no particular reason.

**ADV CHASKALSON SC:** Did you write to anyone in relation to the removal of your security detail?

**MR MNISI:** No, Chair, I accepted it. It is a City decision. If they decide to withdraw my security, all I can do is accept it and move on, even if they do not explain to me the reasons why.

**ADV CHASKALSON SC:** So you did not take anybody on, on this?

**MR MNISI:** No, Chair.

20 **ADV CHASKALSON SC:** But at the time that you spoke to Sergeant Nkosi, it was your plan to take somebody on?

**MR MNISI:** I thought about it at that point. Remember, my security was ...[indistinct] in the period of December, after December, if I am not mistaken. I accepted it at that, between December, January. At that point in time, I then

encountered this and I said, hey, I should have confronted this individual. But I did not because I saw no need to, Chair. It is a City discretion to provide VIP services or not.

**ADV CHASKALSON SC:** Sorry, I am just trying to follow that answer. So in February, when you asked Sergeant Nkosi who Nkomo and ...[intervenes].

**MR MNISI:** Mabunda.

**ADV CHASKALSON SC:** Mabunda, who they were, you knew that they were in charge of security detail. You knew  
10 that they had taken away your security detail and they had done that in December. You did not put two and two together and reflect on the fact that they were the two BEC members on TMPD 1-24/25?

**MR MNISI:** At this point, no, Chair.

**ADV CHASKALSON SC:** You wanted to know their faces. You intended to take them on in February, but you, at the end of February, but you subsequently decided not to.

**MR MNISI:** It was pointless for me, Chair.

**ADV CHASKALSON SC:** I see. And ...[intervenes].

20 **ADV BALOYI SC:** Why did you not just go to Nkomo's office? I mean, you say you knew where they sit. These are your colleagues. Why did not you just go to his office to confront him instead of sending this? And at the time, as you sent this message, why did not you go to his office?

**MR MNISI:** Like I said, I had accepted and in December

this happened. In those two months period, I had accepted what had happened and in me sending, I said I should have. I ultimately did not because I saw no need in pursuing the matter further. And I did not know where they sat as well, Commissioner. They sat in a completely separate building and most of the time, these are individuals who are on site.

**ADV BALOYI SC:** Ja. Well, you are writing in February and you say, I am taking him on.

**MR MNISI:** Yes.

10 **ADV BALOYI SC:** So my question is, at the time that you write the WhatsApp message, why do not you go to his office, because you know who this is, this person is. Why do not you go to them to take them on if that was the intention?

**MR MNISI:** Chair, I think I was busy with more important matters than to prioritize this personal matter that the City had decided to remove my guards. It would have been taken as a personal matter and I needed to ensure that I disassociate any formalities from that, hence, there was no  
20 need for me to pursue the matter any further. But I should have. In my mind, I should have. I should not let this thing go because it is unfair. A normal process that must happen is that if you withdraw an individual's security detail, decency to tell them.

**ADV BALOYI SC:** Ja.

**MR MNISI:** You do not do that. I hear from the detail themselves saying, Mr Mnisi, we are not coming to pick you up today.

**ADV BALOYI SC:** Yes.

**MR MNISI:** We have been reassigned.

**ADV BALOYI SC:** Well, we know you did not take it up. So I think we are past that. Do you, a different question, do you have any idea why Mr Nkosi would, Sergeant Nkosi would mention to you or would consider it necessary to  
10 mention to you that Joe Mabunda is going on pension this year if all you are doing is asking about matters of security that you have discussed with him?

Sergeant Nkosi knows you are asking these questions about these two people because of your security, the withdrawal of your security. Why do you think he would find it necessary to mention to you that he is going on pension this year?

**MR MNISI:** It must have been additional information sharing, Chair. I had no interest in that. It must have been  
20 just informing what he was aware of.

**ADV BALOYI SC:** Okay, thank you.

**ADV CHASKALSON SC:** Chair, it is sort of shortly before 4 o'clock. I am about to embark on a fairly lengthy, different line of cross-examination, questioning. Can I suggest we take the adjournment here?

**CHAIRPERSON:** Let us adjourn and resume at 9:30 on Monday. Let us adjourn.

**INQUIRY POSTPONED TO 20 APRIL 2026**

**INQUIRY ADJOURNS**

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