



**KWAZULU-NATAL PROVINCE**

**TREASURY**  
REPUBLIC OF SOUTH AFRICA

Private Bag X3613, Pietermaritzburg, 3200  
Treasury House, 145 Chief Albert Luthuli Street, Pietermaritzburg,  
3200  
Tel: 033 8974200 Fax: 033 341 0986

CFO: SCM

## **ZNT 1230/2021- F**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO ASSIST THE KWAZULU-NATAL PROVINCIAL TREASURY TO PROVIDE SUPPORT TO DEPARTMENTS, PUBLIC ENTITIES, MUNICIPALITIES, AND MUNICIPAL ENTITIES TO ENSURE IMPROVED SERVICE DELIVERY AND QUICKER TURNAROUND TIMES IN THE SUPPLY CHAIN MANAGEMENT FOR A PERIOD OF THIRTY SIX (36) MONTHS**

**CLOSING DATE: 19 APRIL 2021**

**CLOSING TIME: 11:00 AM**

## Table of Contents

SBD 1 .....	1
INVITATION TO BID.....	1
1. SECTION A.....	3
SECTION B.....	5
SECTION C.....	6
SECTION D.....	7
SECTION E.....	8
SECTION F.....	12
SECTION G.....	13
SECTION H.....	14
SECTION I.....	18
SECTION J.....	21
SECTION 1: DEFINITION OF TERMS.....	21
SECTION 2: INTRODUCTION AND RELEVANT INFORMATION.....	21
SECTION 3: SPECIAL CONDITIONS OF CONTRACT .....	22
SECTION 4: GENERAL CONDITIONS OF CONTRACT .....	30
SBD 6.1.....	48
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL.....	48
PROCUREMENT REGULATIONS 2017.....	48
SBD 8.....	55
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES .....	55
SBD 9.....	57
CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	57
TERMS OF REFERENCE .....	61
7. EVALUATION CRITERIA .....	65
PHASE 1 – PRE-QUALIFICATION CRITERIA .....	65
PHASE 2: MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE..	66
PHASE 3: FUNCTIONALITY CRITERIA.....	68

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR A PANEL OF SERVICE PROVIDERS TO ASSIST THE KWAZULU-NATAL PROVINCIAL TREASURY TO PROVIDE SUPPORT TO DEPARTMENTS, PUBLIC ENTITIES, MUNICIPALITIES, AND MUNICIPAL ENTITIES TO ENSURE IMPROVED SERVICE DELIVERY AND QUICKER TURNAROUND TIMES IN THE SUPPLY CHAIN MANAGEMENT FOR A PERIOD OF THIRTY SIX (36) MONTHS.**

**BID NUMBER: ZNT 1230/2021-F CLOSING DATE: 19 APRIL 2021**

**CLOSING TIME: 11:00 am**

BID DOCUMENTS MAY BE POSTED TO:

The Head:

KZN Provincial Treasury,

PO Box 3613,

Pietermaritzburg,

3201

OR

DEPOSITED IN THE BID BOX SITUATED AT

The Head: KwaZulu-Natal Provincial Treasury

145 Chief Albert Luthuli Road

Pietermaritzburg

3201

**Bidders should ensure that bids are delivered to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 07h30 am to 16h00 on a normal working days Monday - Friday

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE  
NUMBER.....

FACSIMILE NUMBER.....

VAT REGISTRATION NUMBER.....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO  
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

**TOTAL BID PRICE**.....

**STANDARD BID DOCUMENTATION**

1.

**SECTION A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE KZN PROVINCIAL TREASURY.

**PLEASE NOTE**

**ADVERT DATE : 28 MARCH 2021**

**BRIEFING SESSION : 13 APRIL 2021 AT 10:00 AM**

**VENUE : VIRTUAL BRIEFING SESSION**

**CLOSING DATE : 19 APRIL 2021 AT 11:00 AM**

**BID NO. : ZNT 1230/2021-F**

**DESCRIPTION : APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO ASSIST THE KWAZULU-NATAL PROVINCIAL TREASURY TO PROVIDE SUPPORT TO DEPARTMENTS, PUBLIC ENTITIES, MUNICIPALITIES, AND MUNICIPAL ENTITIES TO ENSURE IMPROVED SERVICE DELIVERY AND QUICKER TURNAROUND TIMES IN THE SUPPLY CHAIN MANAGEMENT FOR A PERIOD OF THIRTY SIX (36) MONTHS.**

**CONTRACT PERIOD : 3 YEARS**

**VALIDITY PERIOD : 180 DAYS**

**NAME OF BIDDER : \_\_\_\_\_**

**CENTRAL SUPPLIER DATABASE REGISTRATION NO.: \_\_\_\_\_**

**NB:** IN ORDER TO QUALIFY FOR PREFERENCE POINTS A BIDDER MUST ENSURE THAT HE/ SHE/ IT IS REGISTERED AS A SUPPLIER ON THE CENTRAL SUPPLIER DATABASE, AND THAT ALL INFORMATION IS ACCURATE AND UP TO DATE BEFORE THE CLOSURE OF THE BID

**DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED IN:**

<b>145 CHIEF ALBERT LUTHULI STREET (a.k.a COMMERCIAL ROAD)</b> <b>Treasury House,</b> <b>GROUND FLOOR, PIETERMARITZBURG</b> <b>3201</b>	<b>THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIMES :</b> <b>MONDAY TO FRIDAY: 7:30am - 16:00pm</b>
--	--

**DOCUMENTS SHALL BE ADDRESSED TO:**

**DEPARTMENT:** KWAZULU-NATAL PROVINCIAL TREASURY

**SCM ENQUIRIES:** Ms Nosiphiwe Khuzwayo/ Ms Thembi Selepe/  
Ms Samukelisiwe Mgoza

**TELEPHONE NO:** 033 897 0458/4405/4453

**TECHNICAL ENQUIRIES:** Ms. Zakithi Zwane/ Ms Lorraine Naidoo

**TELEPHONE NO:** 033- 897 4577/4477

## SECTION B

### SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

**SECTION C**  
**REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

1. In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to [www.csd.gov.za](http://www.csd.gov.za) to register or call 033 897 4223/4676/4509 for assistance.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may;
  - 3.1 de-register the supplier from the Database,
  - 3.2 Cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to updates its information on the Central Suppliers Database, relating to changed particulars or circumstances.**



**SECTION D**

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT AND UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

.....

WHO REPRESENTS (state name of bidder)

.....

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....

**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE**.....

**SECTION E  
DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2 IdentityNumber: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>).....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .. ..

2.6 VAT Registration Number:.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>“State” means –

- (a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) Any municipality or municipal entity;
- (c) Provincial legislature;

- (d) National Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>”**Shareholder**” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:.....

Name of state institution at which you or the person connected to the bidder is employed :.....

Position occupied in the state institution: .....

Any other particulars:

.....  
 .....  
 .....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
 .....  
 .....

2.8 Did you or your spouse, or any of the company’s directors / **YES / NO**

trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**  
any relationship (family, friend, other) with a person  
employed by the state and who may be involved with  
the evaluation and or adjudication of this bid?

2.9.1. If so, furnish particulars.

.....  
.....  
.....

2.10. Are you, or any person connected with the bidder, **YES/NO**  
aware of any relationship (family, friend, other) between  
any other bidder and any person employed by the state  
who may be involved with the evaluation and or adjudication  
of this bid?

2.10.1. If so, furnish particulars.

.....  
.....  
.....

2.11. Do you or any of the directors / trustees / shareholders / members **YES/NO**  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

2.11.1. If so, furnish particulars:

.....  
.....  
.....

1. DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

May 2011

**SECTION F**  
**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement, bidders are required to complete in full the attached form TCC 001 "Application for a Tax Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate/ Valid Tax Compliance Pin Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval. Copies of TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
3. The valid Tax Clearance Certificate / Valid Tax Compliance Status Pin must be submitted together with the bid. Failure to submit the original and Valid Tax Compliance Status Pin / Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Valid Tax Compliance Status Pin may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**SECTION G**

**VIRTUAL BRIEFING SESSION**

**N. B.:** THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

**Bid No:** ZNT 1230/2021-F

**SERVICE:** APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO ASSIST THE KWAZULU-NATAL PROVINCIAL TREASURY TO PROVIDE SUPPORT TO DEPARTMENTS, PUBLIC ENTITIES, MUNICIPALITIES, AND MUNICIPAL ENTITIES TO ENSURE IMPROVED SERVICE DELIVERY AND QUICKER TURNAROUND TIMES IN THE SUPPLY CHAIN MANAGEMENT FOR A PERIOD OF THIRTY SIX (36) MONTHS.

THIS IS TO CERTIFY THAT (NAME).....

ON BEHALF OF.....

ATTENDED THE VIRTUAL BRIEFING SESSION ON: 08 April 2021 @ 10:00 A.M AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....

**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

(PRINT NAME)

**DATE:**.....

.....

**SIGNATURE OF DEPARTMENTAL REPRESENTATIVE**

(PRINT NAME)

.....

**DEPARTMENTAL STAMP:**

(OPTIONAL)

**DATE:**.....

**SECTION H  
AUTHORITY TO SIGN A BID**

**A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....

..... (Whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....

(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1 .....

2 .....



**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the  
sole owner of the business trading as .....

.....  
.....

**SIGNATURE**

**DATE**

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as.....

hereby authorise .....to sign this bid as well as any contract  
resulting from the bid and any other documents and correspondence in connection with this bid and /or  
contract on behalf of

.....  
**SIGNATURE**                      **SIGNATURE**                      **SIGNATURE**

.....  
**DATE**                              **DATE**                              **DATE**

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

.....Mr/Ms.....,whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation) .....

.....

**SIGNED ON BEHALF OF CLOSE CORPORATION:** ..... (PRINT NAME)

**IN HIS/HER CAPACITY AS**..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1 .....  
2 .....

**E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on..... 20..... at .....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

.....

**IN HIS/HER CAPACITY AS**.....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:**.....

**NAME IN BLOCK LETTERS:**.....

**WITNESSES: 1** .....

**2** .....

**SECTION I  
CONDITIONS OF BID**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:

- (a) The offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
- (b) This bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am fully acquainted;
- (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
- (d) If my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
- (e) The law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address):

.....  
.....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

**7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

I/WE, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- 7.1. The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- 7.2. If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
  - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
  - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

**SIGNED ON THIS..... DAY OF..... 20..... AT .....**

.....  
**SIGNATURE OF BIDDER OR DULY  
 AUTHORISED REPRESENTATIVE**

.....  
**NAME IN BLOCK LETTERS**

**ON BEHALF OF (BIDDER'S NAME)** .....

**CAPACITY OF SIGNATORY** .....

**NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE) .....**

.....

**POSTAL ADDRESS .....**

**TELEPHONE NUMBER:.....**

**FAX NUMBER:.....**

**CELLULAR PHONE NUMBER: .....**

**E-MAIL ADDRESS:.....**

**SECTION J**  
**SPECIAL CONDITIONS OF CONTRACT**

**SECTION 1: DEFINITION OF TERMS**

**1. SERVICE**

The service provider to be rendered by a service provider for a period of 3 years in terms of this contract.

**1.1 CONTRACTOR**

The person or persons, partnership, close corporation, firm or company, whose bid for this service was accepted.

**1.2 AGREEMENT**

This comprises the agreement signed by parties, the conditions of bid, the bid and the specifications.

**1.3 AGREEMENT PERIOD**

The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended or renewed in accordance with stipulations of the agreement.

**1.4 PARTIES**

The parties to this contract are The Head of Provincial Treasury in the KwaZulu-Natal Provincial Administration and Contractor.

**1.5 DEPARTMENT**

The Provincial Treasury: KwaZulu-Natal Provincial Administration.

**1.6 CURTAILMENT OF SERVICE**

The Department reserves the right to withdraw from the service any part/s of the contract as a whole, with one month's written notification to the contractor. In a case such as this, the contract sum will be adjusted pro rata from the date of withdrawal.

**SECTION 2: INTRODUCTION AND RELEVANT INFORMATION**

2.1 This bid is invited and will be awarded and administered in terms of the following:

- KwaZulu-Natal Supply Chain Management Policy Framework,
- Section 217 of the Constitution,
- The PFMA and its Regulations in general,
- The Preferential Procurement Policy Framework Act and its Regulations, 2017
- Instruction Notes,

- Circulars
- National Treasury guidelines, and
- Provincial Treasury Supply Chain Management Practice Notes and guidelines.

2.2 The purpose of the above mentioned KwaZulu-Natal Supply Chain Management Policy is to change the procurement system in KwaZulu- Natal and for that purpose:

2.2.1 To create conditions which are conducive to the empowerment of Historically Disadvantaged Individuals (HDI's) and Women

2.2.2 To promote the achievement of equity in the government contracts;

2.2.3 To create a procurement system which is fair, equitable, transparent, competitive and cost effective?

2.2.4 To create uniformity and simplicity in the procurement process;

2.2.5 To provide for an advisory service to promote access to and knowledge of procurement process; and

2.2.6 To provide for an independent and impartial Appeal structure

### **SECTION 3: SPECIAL CONDITIONS OF CONTRACT**

#### **3.1 ACCEPTANCE OF BID**

3.1.1 This bid has been invited, and will be adjudicated in terms of the KwaZulu-Natal Supply Chain Management Policy Framework and the KwaZulu-Natal Provincial Practice Notes. The Provincial Treasury Bid Adjudication Committee is under no obligation to accept the lowest or any bid.

3.1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

#### **3.2 APPEALS**

3.2.1 Entities aggrieved by a decision of a departmental Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Bid Appeals Tribunal in the prescribed manner by the Supply Chain Management Policy Framework

#### **3.3 AMENDMENT OF CONTRACT**

3.3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Legal Services screening the amendment before it is signed.



### **3.4 CHANGE OF ADDRESS**

- 3.4.1 Bidders must advise the Provincial Treasury should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

### **3.5 COMMUNICATION**

- 3.5.1 All correspondence with regard to this bid must be addressed or hand delivered to the:

PROVINCIAL SUPPLY CHAIN MANAGEMENT  
P.O BOX 3613  
PIETERMARITZBURG  
3200

**ENQUIRIES: Nosiphiwe Khuzwayo/ Thembu Selepe/ Samukelisiwe Mgoza**

**TEL.: 033-897 0458/4405/4453**

### **3.6 COMPLETENESS OF BID**

- 3.6.1 Bids will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

### **3.7 COMPLETION OF SPECIFICATION**

- 3.7.1 Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

### **3.8 CONDITIONS OF BID**

- 3.8.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance.
- 3.8.2 No bid received by telegram, telex, or facsimile will be considered.
- 3.8.3 It shall be noted that the Department is under no obligation to accept the lowest or any bid.
- 3.8.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.
- 3.8.5 Bidders must provide the following particulars about themselves as part of the bid:
- 3.8.5.1 Where they have their Headquarters
- 3.8.5.2 Where they have their Regional Office.
- 3.8.5.3 Name, address and telephone number of bankers together with their bank account number.
- 3.8.5.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.

**3.9** In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided:

3.9.1 by whom, or with whose assistance, was the business plan drafted?

3.9.2 by whom, or with whose assistance, were the bid prices calculated?

3.9.3 Whose advice is relied on?

3.9.4 Who will provide financial support?

**3.10** A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects which the bidder is engaged in.

### **3.11 CONFIDENTIALITY**

The contractor's staff that comes into contact with Provincial Treasury's confidential information and documents may be required to sign confidentiality agreements so as to protect the Department's information.

### **3.12 CONTRACT PERIOD**

3.12.1 The contract period shall remain in force for a period of 3 years from date of signing of official contracts.

3.12.2 The Provincial Treasury reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

### **3.13 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER**

3.13.1 The bidder must furnish the following details of all current contracts:

(i) Date of commencement of contract/s;

(ii) Expiry date/s;

(iii) Value per contract; and

(iv) Contract details. That is, with whom held, phone number and address/s of the company.

### **3.14 EQUAL BIDS**

3.14.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects apply Regulation 10 (2), the Adjudication shall be decided by the drawing of lots.

### **3.15 EXECUTION CAPACITY**

- 3.15.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document.

### **3.16 EXTENSION OF CONTRACT**

- 3.16.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

### **3.17 GENERAL EVALUATION CRITERIA**

The Bid Evaluation Committee will assess offers and adhere to the following basic guidelines when evaluating.

- a) Whether all the required information called for in the bid document has been submitted by the bidder.
- b) Has the bidder supplied references or stated his/her experience as a Company to undertake the contract. References of past experience must accompany the bid document.
- c) The financial standing of the bidder and ability to render a service may be examined before an award of bid take place.
- d) Preferences will be taken into consideration by the Department in terms of the B-BBEE Scorecard.
- e) Documented reports received from an institution/s pertaining to past bad performance by a company who is tendering, may be taken into consideration.
- f) Will the bidder be in a position to successfully execute the contract?
- g) The 80/20 Point System will apply in the evaluation of this bid.

### **3.18 IRREGULARITIES**

- 2.18.1 Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

### **3.19 JOINT VENTURES**

- 3.19.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- 3.19.2 Should this bid be submitted by a joint venture, a certified copy of the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 3.19.3 A trust, consortium or joint-venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate / Sworn Affidavit. The non-submission of a consolidated B-BBEE Certificate by a company will result in preference points not being allocated to such company. Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

### **3.20 LATE BIDS**

- 2.20.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 2.20.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the Bidder, accompanied by an explanation.

### **3.21 NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS**

- 3.21.1 Notification of the Adjudication of bid shall be in writing by a duly authorized official of the Provincial Treasury.

### **3.22 PRO RATA DECREASE OF COMPENSATION**

- a) Should the services not be rendered to the satisfaction of the Department and unsatisfactory items/ aspects/ events have already, in writing, been brought to the attention of the Contractor, the Department reserves the right in terms of paragraph.
- b) Hereunder, to retain payment to the Contractor for as long as the unsatisfactory service continues.

### **3.23 CENTRAL SUPPLIERS DATABASE**

- 3.23.1 A bidder submitting an offer must be registered on the Central Suppliers Database. A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.

3.23.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

### **3.24 SUBMISSIONS AND COMPLETION OF SBD 6.1**

3.24.1 Bidders are to complete SBD 6.1 document where applicable. Failure by the bidder to submit a valid B-BBEE status level verification certificate / Sworn Affidavit, will result in the bidder not being considered for preference points allocation. If the information required is not applicable to the business, clearly insert the symbols "N/A" in the appropriate space. If the space provided is left blank, it will be regarded as information that is still outstanding and the SBD 6.1 will not be processed further.

### **3.25 TERMINATION OF SERVICES**

3.25.1 Should the Contractor fail to meet the conditions of this contract, or continue rendering unsatisfactory service, the Employer reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Employer may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.

### **3.26 TAX CLEARANCE CERTIFICATE/ TAX COMPLIANCE STATUS PIN**

3.26.1 The original Tax Clearance Certificate/ Tax compliance status pin must be submitted with the bid before the closing date and time of the bid. Failure to submit a valid Tax Clearance Certificate/ Tax compliance status pin will invalidate your bid unless a valid, as at the closing date of this bid, original Tax Clearance Certificate is already in the possession of the Provincial Treasury's Supply Chain Management Unit. In this regard, a clear reference must be provided e.g. bid number.

3.26.2 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate/ Tax compliance status pin together with the bid before the closing date and time of bid.

### **3.27 UNSATISFACTORY PERFORMANCE**

3.27.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

a) Before any action is taken, the Department shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the Department will:

- (i) Take action in terms of its delegated powers
- (ii) Make a recommendation for cancellation of the contract concerned.

### **3.28 VALIDITY PERIOD AND EXTENSION THEREOF**

3.28.1 The validity (binding) period for the bid must be **180** days from close of bid. However, circumstances may arise whereby this Department may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

### **3.29 VAT**

3.29.1 Bid prices must be inclusive of VAT.

3.29.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) The name and address of the recipient;
- (c) An individual serialized number and the date upon which the tax invoice is issued;
- (d) A description of the goods or services supplied;
- (e) The quantity or volume of the goods or services supplied;
- (f) Either –
  - (i) The value of the supply, the amount of tax charged and the consideration for the supply; or
  - (ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

### **3.30. Proposals may be submitted for the scope of work indicated above. Responses should include the following:**

- a) A response to each of the elements in the evaluation matrix of not more than ten (10) pages per element including annexure(s), if any.
- b) As and when assignments are agreed upon, the Provincial SCM Unit will stipulate the rates to be paid per consultant in terms of experience, preferable separate between trainee, junior, intermediate, and senior consultants inclusive of disbursements and VAT. The Bidder is required to specifically indicate its acceptance of this condition.
- c) Payment will only be made upon approved deliverables. The Consultant should note that no payment will be made should the Department not be satisfied with the standard of deliverables.
- d) The successful bidder(s) will enter into a contractual agreement(s) with the KZN Provincial Treasury confirming the appointment on the panel of service providers.

- e) Engagement letters will be signed between the service provider and the KZN Provincial Treasury for each assignment awarded.
- f) The KZN Provincial Treasury is committed to keep these TOR and details of the Service Providers' responses confidential, and will not disclose the content thereof to any third party, except when required by law.
- g) Copyright of the methodology, standards, systems and any other materials developed by the Service Provider during this project will rest solely with the Department.
- h) The bid documents will be evaluated individually on score sheets, by the department's evaluation panel, according to the above-mentioned evaluation criteria

**3.31 REGISTERED ADDRESS**

The Department provides the following:

30.31.1. Street address as it is *domicillium citandi et executandi* in respect of any lawsuit which might result from or bears relevance to this contract, as well as for purposes of notice:

The Head: KwaZulu-Natal Provincial Treasury  
 145 Chief Albert Luthuli Road  
 PIETERMARITZBURG  
 3201

30.31.2. Postal Address for correspondence

The Head: Provincial Treasury  
 PO Box 3613  
 PIETERMARITZBURG  
 3200

30.31.3. The Contractor shall provide the following:

Street address as his *domicillium citandi et executandi* in respect of any lawsuit which might result from or bears relevance to this contract, as well as for purposes of notices:

.....  
 .....

.....  
.....

30.31.4. Postal address for correspondence

.....  
.....  
.....

**SECTION 4: GENERAL CONDITIONS OF CONTRACT**

**4.1 DEFINITIONS: THE FOLLOWING TERMS SHALL BE INTERPRETED AS INDICATED:**

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.



- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Contractor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic, where supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.

- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Contractor covered under the contract.
- (Z) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

#### **4.2. CESSION OF CONTRACTS**

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

#### **4.3. DISCREPANCIES**

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

#### **4.4. QUALITY AND GUARANTEE**

- (a) All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- (b) Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.

- (c) The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- (d) The Contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- (e) This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.
- (f) The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- (g) The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.  
The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- (h) If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

#### 4.5. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- (a) If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- (b) Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- (c) Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without canceling the contract, be entitled forthwith to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- (d) Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without canceling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- (e) In the event of the Province availing itself of the remedies provided for in paragraph
  - (i) The contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
  - (ii) If the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.
  - (iii) No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of

accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.

- (f) If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

#### **4.6. PATENTS**

- (a) The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.
- (b) The Contractor shall indemnify the Province against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Province.

#### **4.7. PACKAGING, MARKING AND DELIVERY**

- (a) All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.
- (b) All goods shall be clearly marked in the manner stated in the Goods or Services Information.
- (c) Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.
- (d) Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.
- (e) Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- (f) Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.

- (g) Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- (h) If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- (i) If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
  - (i) No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
  - (ii) Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
  - (iii) There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
  - (iv) Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

#### **4.8. CONSIGNMENT OF GOODS**

- (a) Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- (b) Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.

- (c) The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- (d) Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

#### **4.9. PAYMENT**

- (a) The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- (b) Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- (c) Payments will be made in Rand unless otherwise stipulated.
- (d) Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

#### **4.10. INVOICES**

All invoices submitted by the Contractor must be Tax Invoices indicating order number, quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

#### **4.11. CONTRACT PRICE ADJUSTMENT**

- (a) Firm contract Prices shall not be subject to adjustment. contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-
  - (i) Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.
  - (ii) Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula

acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.

- (iii) Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.
- (iv) No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- (v) The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- (vi) Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.
- (vii) In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

#### **4.12. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT**

- (a) In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors



or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :

- (i) Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
  - (ii) Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
  - (iii) For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- (b) Should the Province elect to act in terms of paragraph (iii) it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfilment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph (a), the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- (c) Should the Province act in terms of paragraph (iii) the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

#### **4.13. LAW TO APPLY**

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

#### **4.14. OFFERING OF COMMISSION OR GRATUITY**

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and

without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

#### **4.15. PREFERENCES**

- (a) Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-
  - (i) Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or
  - (ii) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
  - (iii) The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

#### **4.16. WEIGHTS AND MEASURES**

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

#### **4.17. SECURITY**

- (a) Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- (b) In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.
- (c) No deposits are required for bid applications for contracts below R 500 000.

#### **4.18. ORDERS**

- (a) Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

- (b) The Province reserves the right to call upon any Contractor during the contract period to make known the following details:
  - (i) Name of Institution placing order;
  - (ii) Provincial official order number;
  - (iii) quantity ordered; and
  - (iv) List of items ordered.

#### **4.19. EXPORT LICENCES**

- (a) When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
  - (i) Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;
  - (ii) If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

#### **4.20. INSURANCE**

- (a) The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- (b) Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

#### **4.21. INSPECTION, TESTS AND ANALYSES**

- (a) In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two

main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.

- (b) If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organization acting on its behalf.
- (c) Inspections tests and analyses may be carried out prior to despatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- (d) If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- (e) If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- (f) Goods and services which do not comply with the contract requirements may be rejected.
- (g) Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.

- (h) Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- (i) Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

#### **4.22. RESTRICTION OF BIDDING**

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

#### **4.23. CONTRACTOR'S LIABILITY**

- (a) In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.
- (b) The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

#### **4.24. PRICE LISTS**

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

#### **4.25. SUBMISSION OF CLAIMS**

- (a) Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.
- (b) For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period has expired, will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- (c) Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

#### **4.26. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR**

- (a) Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.
- (b) The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

#### **4.27. RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

- (a) The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- (b) No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

#### **4.28. AMENDMENT OF CONTRACT**

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

#### **4.29. NOTICES**

- (a) Every written acceptance of a bid shall be posted to the supplier/bidder concerned by registered or certified mail and any other notice to him/her/it shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him/her/it in writing and such posting shall be deemed to be proper service of such notice.
- (b) The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting such notice.

#### **4.30. INCIDENTAL SERVICES**

- (a) The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
  - (i) Performance or supervision of on-site assembly and/or commissioning of the supplied goods:
  - (ii) Furnishing of tools required for assembly and/or maintenance of the supplied goods  
Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (iii) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this contract; and
  - (iv) Training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **4.31. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

- (a) The Contractor shall not, without the Province's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Province in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- (b) The Contractor shall not, without the Provinces prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.

- (c) Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract of so required by the Province.
- (d) The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

#### **4.32. SPARE PARTS**

- (a) If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:
  - (i) Such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under the contract.
  - (ii) In the event of termination of production of the spare parts:
    - Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
    - Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **4.33. PENALTIES**

- (a) Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

#### **4.34. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

- (a) When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the Contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Contractor in regard to



supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### **4.35. GOVERNING LANGUAGE**

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

#### **4.36. TAXES AND DUTIES**

- (a) A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- (b) A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- (c) No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the .....80/20..... preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents. (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (g) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	

#### 5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

5.1.1 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

5.1.2 B-BBEE Status Level of Contributor: = ..... (Maximum of 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 6 SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

6.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the subcontractor.....
- iii) The B-BBEE status level of the subcontractor.....
- iv) Whether the sub-contractor is an EME or QSE (**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**7. DECLARATION WITH REGARD TO COMPANY/FIRM**

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

7.7 Total number of years the company/firm has been in business:.....

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) Recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) Forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

I hereby declare under oath that:

- The enterprise is \_\_\_\_\_% black owned;
- The enterprise is \_\_\_\_\_% black woman owned;
- Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

- The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

7. \_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp



## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. Abused the institution's supply chain management system;
  - b. Committed fraud or any other improper conduct in relation to such system; or
  - c. Failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....**

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a) Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b) Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

In response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## TERMS OF REFERENCE

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO ASSIST THE KWAZULU-NATAL PROVINCIAL TREASURY TO PROVIDE SUPPORT TO DEPARTMENTS, PUBLIC ENTITIES, MUNICIPALITIES, AND MUNICIPAL ENTITIES TO ENSURE IMPROVED SERVICE DELIVERY AND QUICKER TURNAROUND TIMES IN THE SUPPLY CHAIN MANAGEMENT.

#### 1. BACKGROUND

- 1.1 The KwaZulu-Natal Treasury's Provincial Supply Chain Management Unit (Provincial SCM) has a responsibility to monitor and provide support to Provincial Departments, Public Entities, Municipalities and Municipal Entities (hereafter referred to as '*clients*') to ensure improved service delivery and quicker turnaround times in the Supply Chain Management processes. A significant number of these institutions are facing various challenges in their ability to deliver quality services to the public. These challenges are due to a combination of factors such as the lack of financial resources, lack of capacity, and the lack of systems to provide quality services at affordable prices.
- 1.2 Due to the high volume and extent of intervention required, the Provincial SCM Unit is currently under-capacitated to efficiently execute their required mandate. Additional, skilled resources are thus required to assist the Provincial SCM Unit in providing support to the affected institutions on a project-by-project basis.
- 1.3 The Provincial SCM Unit seek to appoint a panel of service providers with expertise and service offerings in various categories of public sector Supply Chain Management. Service providers will be required to assist the Provincial SCM Unit in its execution of responsibilities in Provincial Departments, Public Entities, Municipalities and Municipal Entities.

#### 2. OBJECTIVES

The objectives of the Provincial SCM Unit are to:

- Develop and implement SCM policies and procedures
- SCM business process re-engineering
- Assist clients in improving the reliability of SCM Information for reporting;
- Ensure that the clients employ processes that comply with all relevant prescripts;
- Assist in establishing consistency in the implementation of SCM policies and procedures;
- Ensure transfer of skills to the SCM staff of the clients
- Ensuring adherence to applicable legislation and related regulations.

### **3. SCOPE OF WORK**

The under listed are the main skills of focus and are not intended to be exhaustive; as the mandate of the Provincial SCM Unit may include other aspects that need to be satisfied. Bidders will need to demonstrate, via their proposals and previous experience, their capabilities in undertaking assignments in the following skills and completing them satisfactorily.

#### **3.1. SCM SUPPORT INTERVENTIONS**

The Provincial SCM Unit is often required to provide clients with practical hands-on assistance in instances where the client does not have suitable personnel that can execute the day-to-day SCM functions. Service Providers would then be typically requested to provide this function on behalf of the Provincial SCM Unit and the scope would be project specific.

#### **3.2 SCM PERFORMANCE ASSESSMENTS**

The role of the Provincial SCM Unit is to continually assess the state of implementation of SCM to all client in KwaZulu-Natal. This is undertaken on an on-going basis. However, there are certain instances where specific assessment of the SCM system needs to be thoroughly conducted, and the Provincial SCM Unit might not have adequate internal resources to conduct these. The service provider will then be required to conduct structured assessments of specific aspects of the SCM system, and also the extent of compliance with all applicable prescripts, with the intention of providing a solution to the problem that has been identified.

#### **3.3 TRAINING AND CAPACITY BUILDING INITIATIVES**

Capacity-building initiatives are done by Provincial SCM Unit on an on-going basis. Service providers will be required to undertake some or all of the following:

- Conduct Skills Audits;
- Conduct on-the-job training to clients in all aspects of SCM.

#### **3.4 POLICY DEVELOPMENT**

Service provider may be required to conduct research on various matters that need policy re-direction in KwaZulu-Natal. The research would determine the impact of various SCM policy initiatives.

Service providers will be required to assist in the drafting of various SCM documents that must comply with SCM applicable prescripts.

#### **3.5 PROJECT CO-ORDINATION AND ADMINISTRATION**



In the event of large projects, service provider may be required to conduct project co-ordination on behalf of the Provincial SCM unit. These may include inter alia:

- Arrange meetings with clients to brief them on the project scope, deliverables timelines, and other technical requirements relating to the project
- Introduce the teams deployed to the clients
- Manage client expectations and ensure that these are in line with the Project Charter
- Manage communication to all clients within accepted communications protocols
- Verify invoices received for payment against deliverables
- Produce monthly reports, weekly time sheets close-out report and presentations

### 3.6 **MONITORING AND QUALITY ASSURANCE:**

Service provider may be required to:

- Manage performance of deployed resources by assessing compliance with SCM Policy Framework and Procedure Manual
- Verify expertise and level of implementation of terms of reference of resources deployed to clients
- Develop a checklist to ensure quality control measures are adhered to.
- Monitor activities linked to general co-ordination and administration

## **4. DELIVERABLES**

4.1 The outputs will be specified for each individual project in the relevant Terms of Reference, as and when required, and will be related to the “Scope of work” as outlined above in paragraph 3.

4.2 A monthly progress report supported by weekly time sheets and a close out report must be compiled for each specific project.

## **5. EXPERIENCE REQUIRED**

Service Providers and their resources must have the following minimum expertise:

- Knowledge of and experience in all the applicable legislation (PFMA, MFMA, PPPFA, BBBEEA), and associated regulations, as well as any other SCM related prescripts;
- Knowledge, expertise and practical experience in the implementation of the public sector Supply Chain Management best practices;
- Knowledge and practical experience in the working of Government systems which include Basic Accounting System, Vulindlela, Logis, Central Supplier Database and other applicable accounting systems utilised in the public sector;
- A clear understanding of dynamics of the KwaZulu-Natal Public Sector Supply Chain Management environment;
- Ability to transfer skills and expertise to Provincial SCM Unit and clients; and

- Good project management and interpersonal skills.

## 5.EVALUATION GUIDE

6.1 The selection of service providers to be placed on the panel will be subject to the criteria set out in **Evaluation Criteria**. The Provincial SCM Unit reserves the right to determine the number of service providers appointed to the panel.

6.2 Guide for the selection of suitable service providers will be undertaken on the following basis:

6.2.1 The **experience** of the service in the public sector SCM field:

### (a) Company Experience

The following must be submitted:

- A **company profile** including history, group structure, operations, logistics, and related companies and services; illustrating how they are structured to provide SCM support and years of experience in the Public Sector SCM field;

A **minimum of five (5) contactable reference letters** must be provided from clients detailing the actual work completed that relate to the SCM support project. The reference letter must indicate the following:

- Confirm that the bidder had successfully executed the project
- Contactable references and contact numbers
- The duration of the project (start and end date)

**The letters of reference submitted must be for relevant SCM projects undertaken by the service provider in the previous five years.**

**NOTE: Experience in SCM support excludes:**

- **Contract management**
- **Auditing**
- **Financial Management**
- **Representation of SCM in the legal fraternity - court cases and tribunal appeals**

### (b) Experience of Key Personnel

The experience and qualification of the service provider's key personnel –**directors or partners**

Service provider must submit **ONLY** three (3) Curriculum Vitae (CV) of partners or directors that

demonstrate their extensive experience in the public sector SCM field as per the skills required under the Scope of Work (paragraph 3) above.

The following information must be submitted for key personnel:

- Comprehensive CV indicating the **duration** of service and **contactable references**
- Certified copies of **qualifications**
- Specify the **start and end date** contract

**NOTE: The bidder must ensure that the CVs submitted are not included in other bidder's proposals. Should a duplication of CVs be identified across proposals, such CVs will be disregarded for both bidder's during the evaluation process.**

**(c) Skills Transfer**

The service provider must provide a detailed information their proposal indicating the following:

- How they will identify the knowledge required
- Elaborate on the skills transfer methodologies that will be adopted to capacitate the organ of state, for example: mentorship, guided experience, train-a- trainer)
- The standards/ gauge that will be used to monitor and evaluate the success in the transfer of skills
- Tools to be developed and implemented

## 7. EVALUATION CRITERIA

Evaluation will be based on:

Evaluation Element	
Phase 1	Pre-qualification criteria
Phase 2	Mandatory requirements
Phase 3	Functionality criteria

### PHASE 1 – PRE-QUALIFICATION CRITERIA

In terms of Regulations 3(b) and 4 of the Preferential Procurement Policy Framework Act (PPPFA) Regulations, 2017, the Department intends to apply a pre-qualification criteria for this bid. Only entities who qualify in terms of the criteria outlined below will be evaluated further Phases 2, which is Mandatory Requirements.

Only bidders who meet the below pre-qualification criteria may respond to this bid:

- B-BBEE status level 1 **and/or**
- EME or QSE

The bidder must substantiate that they meet the above pre-qualification criteria by submitting the compulsory relevant evidence to claim the B-BBEE status level. **Failure to submit the information listed below shall nullify the bid submitted:**

- B-BBEE certificate indicating the B-BBEE status level of contributor. The B-BBEE certificate must be issued by a SANAS accredited verification agency. **or**
- A duly completed sworn affidavit signed by the deponent and commissioned by the authorised commissioner of oaths. The sworn affidavit must indicate the year on which the annual total revenue is based on and the level of black ownership that is claimed. **or**
- A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level certificate.

**Bids, which do not comply with the pre-qualification requirement/s, will not be considered for Phase 2.**

## **PHASE 2: MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE**

During this phase of evaluation, the offer submitted by the bidder shall be evaluated on compulsory administrative compliance on the requirements listed hereunder. Failure to meet any of the requirements listed below shall invalidate the bid. The following mandatory documents must be submitted for administrative compliance assessment:

### **MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE**

CSD Registration number	The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Declaration of Interest – SBD 4	Completed and signed
Declaration of Bidder’s Past Supply Chain Management Practices – SBD 8	Completed and signed
Certificate of Independent Bid Determination – SBD 9	Completed and signed
Authority to Sign a Bid: <b>COMPANIES</b>	Section M paragraph <b>A</b> must be completed and signed. If a Bidder is a company, a <b>certified copy</b> of the resolution by the board of directors, personally signed by the <b>chairperson of the board</b> , authorizing the person who

	signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company
Authority to Sign a Bid: <b>SOLE PROPRIETOR (ONE – PERSON BUSINESS)</b>	Section M paragraph <b>B</b> must be completed and signed
Authority to Sign a Bid: <b>CLOSE CORPORATION</b>	Section M paragraph <b>D</b> must be completed and signed. A <b>certified copy</b> of the Founding Statement of such corporation shall be included with the bid, together with the <b>resolution by its members</b> authorizing a member or other official of the corporation to sign the documents on their behalf
Authority to Sign a Bid : <b>CO-OPERATIVE</b>	Section M paragraph <b>E</b> must be completed and signed. A <b>certified copy of the Constitution</b> of the co-operative must be included with the bid, together with the <b>resolution</b> by its members authorizing a member or other official of the co-operative to sign the bid documents on their behalf
Authority to Sign a Bid : <b>JOINT VENTURE</b>	Section M paragraph <b>F</b> must be completed and signed. A certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid
Authority to Sign a Bid: <b>CONSORTIUM</b>	Section M paragraph <b>G</b> must be completed and signed. A certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorizing the representatives who sign this BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the consortium must be submitted with this BID
Authority to Sign a Bid: <b>PARTNERSHIP</b>	Section M paragraph <b>C</b> must be completed and signed. Particulars in respect of every partner must be furnished and signed by every partner

**Bids, which do not comply with the Mandatory requirements, will not be considered for Phase 3.**

**PHASE 3: FUNCTIONALITY CRITERIA**

Proposals will be evaluated on functionality in accordance with the following matrix.

FUNCTIONALITY CRITERIA			SCORE
DESCRIPTION	Evaluation Criteria	Points	Maximum Points
<b>Company Experience</b>	<p>A company profile including history, group structure, operations, logistics, and related companies and services; illustrating how they are structured to provide SCM support and years of experience in the public sector SCM field</p> <p>A minimum of five (5) contactable reference letters must be provided from clients detailing the actual work completed that relate to the SCM support project.</p> <p>The reference letter must indicate the following:</p> <p>Confirm that the bidder had successfully executed the project;</p> <p>Contactable references and contact numbers; and</p> <p>The duration of the project (start and end date)</p>	<p>3 projects =10 points</p> <p>&gt;3 to 5 projects = 15 points</p> <p>&gt;5 projects = 25</p>	<b>25</b>
	<p>Service provider must submit ONLY three (3) CVs of partners/directors that demonstrate their extensive experience in the public sector SCM field as per the</p>	<p>2 to 3 years experience = 5 points</p> <p>&gt;4 to 5 years experience = 15</p> <p>&gt; 6years experience = 20</p>	<b>20</b>

<p><b>Key Personnel</b></p>	<p>scope of work outlined in paragraph 3 above</p> <p>The following information must be submitted:</p> <p>Comprehensive curriculum vitae indicating the duration of service and contactable references</p> <p>Certified copies of qualifications</p> <p>Specify start and end date of contract</p>	<p>points</p> <p>The allocation of points is per CV submitted.</p> <p>The total allocated points will therefore be an average of the three (3) CVs submitted</p>	
<p><b>Skills Transfer</b></p>	<p>The service provider must indicate</p> <p>How they will identify the knowledge required</p> <p>Elaborate on the skills transfer methodologies that will be adopted to capacitate the organ of state, for example: mentorship, guided experience, train-a-trainer</p> <p>The standards/ gauge that will be used to monitor and evaluate the success in the transfer of skills</p>	<p>Mentorship/ On Job Training =4</p> <p>Formal Training =4</p> <p>Informal Training (Train a Trainer, Workshop, etc.)=4</p> <p>Tools to be developed and implemented=4</p> <p>Training Template=4</p>	<p><b>20</b></p>
<p><b>Total Score</b></p>			<p><b>65</b></p>
<p><b>Minimum Functionality threshold (Points 39) (60%)</b></p>			

No service provider who scores less than (60%) on functionality criteria will be considered for placement on the panel.

## 8.VIRTUAL BRIEFING SESSION

Service providers who wish to attend the virtual briefing session need to submit their company names, email addresses and telephone number to [acquisition@kzntreasury.gov.za](mailto:acquisition@kzntreasury.gov.za) by no later than **08 April 2021**. Only those who send their details will be invited to attend the virtual briefing session.

The briefing will be held as follows:

**Date: 13 April 2021**

**Time: 10h00 am.**

## 9.COMMUNICATION AND REPORTING

- The service providers will report directly to the Provincial SCM Unit.
- The Provincial SCM Unit must be kept abreast on progress or challenges experienced during the course of the project, and sign-off must be obtained for each deliverable.
- Provincial SCM Unit will not prescribe the process to be followed in the Terms of Reference (T.O.R). It will be the bidder's responsibility to detail the planning process and procedure, and other framework conditions relevant to accomplishing the task assigned.
- The client will confirm skills transferred.

**NOTE:** No payment shall be made should the Provincial SCM Unit or the relevant client not be satisfied with the standard/performance of deliverables.