



P.O. Box 3613, Pietermaritzburg, 3200  
Treasury House, 145 Chief Albert Luthuli Street, Pietermaritzburg  
Tel: 033 897 4440

**INVITATION TO TENDER – BID 1259/2025-F: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO ASSIST THE KWAZULU-NATAL PROVINCIAL TREASURY (MUNICIPAL FINANCE MANAGEMENT PROGRAMME) TO FULFIL ITS OBLIGATIONS IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT, 2003 (MFMA) BY PROVIDING SERVICES ON AN “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF THIRTY-SIX MONTHS.**

<b>Company Name</b>	
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The Department invites prospective bidders to submit offers for the appointment of suitable service providers to assist the Municipal Finance Management Programme to provide municipal finance services within the KwaZulu-Natal Province. The assistance is often required at short notice, and it is therefore the intention of the Municipal Finance Management Programme to compile a list of experienced and competent service providers in the various categories of municipal services namely financial management; municipal interventions; taxation related services; mSCOA implementation; and revenue & debt management.

This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations (PPR), 2022.

The evaluation criteria are divided into two phases:

**1. PHASE 1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE**

- (a) The bid submitted must be complete in all respects.
- (b) The following forms must be duly completed and stamped (where applicable) and be submitted with the bid at the time of closing of the bid:

COMPULSORY BID FORMS	
<b>PART A</b>	INVITATION TO BID (SBD 1)
<b>PART B</b>	TERMS AND CONDITIONS FOR BIDDING (SBD 1)
<b>SECTION C</b>	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
<b>SECTION F</b>	BIDDER'S DISCLOSURE (SBD 4)
<b>SECTION I</b>	AUTHORITY TO SIGN THE BID

Failure to comply with the Supply Chain Administrative Compliance shall result in the offer being considered non-responsive and shall be rejected.

**2. PHASE 2: FUNCTIONALITY SCORING**

To assess the execution capacity of the bidder, all the documents outlined in the bid document must be submitted on the closing date and time of the bid.

A bidder that scores less than **65%** for functionality shall not be considered for placement on the panel.

### 3. PREFERENCE POINT SYSTEM

The 80/20 preference point system shall be applicable in line with the provisions of PPPFA, 2022 when proposals/curriculum vitae (CV) are invited from the Panel, where 80 points allocated for price and 20 points allocated for specific goals:

Preference point system	
<b>Price</b> <ul style="list-style-type: none"> <li>- The Municipal Finance Management Programme will stipulate the rates to be paid per hour (inclusive of disbursements and VAT) per consultant, dependent on the level of experience and knowledge required for that assignment. Therefore, all companies shall be allocated 80 points.</li> </ul>	<b>80</b>
<b>Specific Goals</b> <ul style="list-style-type: none"> <li>- The Department reserves the right to select the following specific goals when offers (CVs) are invited: <ul style="list-style-type: none"> <li>• Historical Disadvantage Person (HDP) - Black Owned Enterprise, Women Owned Enterprises and Enterprises Owned by People with Disability</li> <li>• Reconstruction and Development Programme (RDP)- Enterprise within KZN and Youth Owned Enterprises</li> </ul> </li> <li>- The bid will be issued with full points for specific goals</li> <li>- Should a service provider meet any of the categories they will receive full points subject to the submission of the evidence required.</li> <li>- It will be compulsory for bidders to substantiate that they meet the above specific goal/s and will be required to submit evidence, which will be indicated on request for CVs.</li> <li>- It will also be mandatory for service providers to complete SBD 6.1 to claim points for specific goals, failure to complete SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.</li> </ul>	<b>20</b>
<b>Total</b>	<b>100</b>

### 4. CONTACT PERSON FOR SCM AND TECHNICAL ENQUIRIES

**SCM enquiries may be directed to:**

- Ms. N. Khumalo Tel. No. (033) 897 4480 / e-mail: [nonhlanhla.khumalo@kzntreasury.gov.za](mailto:nonhlanhla.khumalo@kzntreasury.gov.za)
- Ms T. Makhathini Tel No. (033) 897 4440 / e-mail T [handeka.makhathini@kzntreasury.gov.za](mailto:handeka.makhathini@kzntreasury.gov.za)

**Technical enquiries may be directed to:**

- Ms. S. Radyn Tel. No (033) 897 4321 / email: [surette.radyn@kzntreasury.gov.za](mailto:surette.radyn@kzntreasury.gov.za)
- Mr. F. Cassimjee email: [farhad.cassimjee@kzntreasury.gov.za](mailto:farhad.cassimjee@kzntreasury.gov.za)

## **5. COMPULSORY VIRTUAL BRIEFING SESSION**

The compulsory virtual briefing session will be held as follows:

**Date: 26 February 2025**

**Time: 10:00am**

**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 25 February 2025**

**The attendance register (Microsoft Teams) will serve as proof that the service provider did attend the virtual meeting.**

## **6. CLOSING OF BID:**

The closing date and time for receipt of Tenders is **18 March 2025 at 11:00 am.**

Telegraphic, telephonic, telex, facsimile, e-mail, and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

The Bid Box, located on the ground floor at the Treasury House  
Attention: Financial Management Supply Chain Management Unit  
KZN Provincial Treasury  
145 Chief Albert Luthuli Road  
Pietermaritzburg  
3200



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## DEFINITIONS

1. **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document under bid numbers **BID 1259/2025-F**
2. **“Bid”** means a written offer in a prescribed or stipulated form in response to the invitation by the Department for the provision of goods, works or services under bid number **BID 1259/2025-F**
3. **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
4. **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
5. **“Contract”** means the agreement that results from the acceptance of the bid by the Department.
6. **“Control”** means the possession by a person, of a permanent authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
7. **“Department”** means the KwaZulu-Natal Provincial Treasury.
8. **“Equity Ownership”** means the percentage of ownership and control, exercised by individuals within an enterprise.
9. **“Specific goals”** means the inclusion of the following:
  - (i) contracting with persons or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, or disability
  - (ii) implementing the programme of the Reconstruction and Development Programme as published in the Government Gazette No. 16085 dated 23 November 1994
10. **“MBRR”** means-Municipal Budget and Reporting Regulations
11. **“DoRA”** means Division of Revenue Act - as published annually.
12. **“VAT”** means Value-Added Tax
13. **“KZNPT”** means KwaZulu-Natal Provincial Treasury



## PART A

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	1259/2025-F	CLOSING DATE:	18 March 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO ASSIST THE KWAZULU-NATAL PROVINCIAL TREASURY (MUNICIPAL FINANCE MANAGEMENT PROGRAMME) TO FULFIL ITS OBLIGATIONS IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT, 2003 (MFMA) BY PROVIDING SERVICES ON AN "AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF THIRTY-SIX MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
GROUND FLOOR, TREASURY HOUSE, 145 CHIEF ALBERT LUTHULI STREET (FORMERLY KNOWN AS. COMMERCIAL ROAD), PIETERMARITZBURG CORNER CHIEF ALBERT LUTHULI AND CHURCH STREET, PIETERMARITZBURG					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Nonhlanhla Khumalo/ Thandeka Makhathini		CONTACT PERSON	Surette Radyn/ Farhad Cassimjee	
TELEPHONE NUMBER	033 897 4235 / 033 897 4440		TELEPHONE NUMBER	033 897 4321	
E-MAIL ADDRESS	<a href="mailto:nonhlanhla.khumalo@kzntreasury.gov.za">nonhlanhla.khumalo@kzntreasury.gov.za</a> <a href="mailto:thandeka.makhathini@kzntreasury.gov.za">thandeka.makhathini@kzntreasury.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:surette.radyn@kzntreasury.gov.za">surette.radyn@kzntreasury.gov.za</a> <a href="mailto:farhad.cassimjee@kzntreasury.gov.za">farhad.cassimjee@kzntreasury.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE NO:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					



## **PART B**

### **TERMS AND CONDITIONS FOR BIDDING**

#### **1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### **2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



## **SECTION A**

### **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.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice 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 initialled.
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.
17. Bidder must initial each and every page of the bid document.



## **SECTION B**

### **REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)
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 have;
  - 3.1 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 request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. **IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.**



**SECTION C**

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

(To be completed by bidder)

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

....., WHO REPRESENTS (state name of bidder) .....

.....CSD

Registration Number.....

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 D**

**Not to be completed**

**OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

Kindly note that the virtual briefing session will be compulsory and will be held as follows:

Date: 26 February 2025

Time: 10:00am

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 25 February 2025

Site/Building/Institution Involved:

Bid Reference No:

Goods/Service/Work:

\*\*\*\*\*

This is to certify that (bidder's representative name) \_\_\_\_\_

On behalf of (company name) \_\_\_\_\_

Briefing session on \_\_\_\_/\_\_\_\_/\_\_\_\_ (date) 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:** \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
**Name of Departmental or Public Entity Representative**  
(PRINT NAME)

Departmental Stamp with Signature

The attendance register (Microsoft Teams) will serve as proof that the service provider did attend the virtual meeting.



**SECTION E**

**(Not Applicable)**

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number: <b>1259/2025-F</b>
Closing Time: <b>11:00am</b>	Closing date: <b>18 March 2025</b>

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
<b>SUB-TOTAL</b>				
<b>VAT AT 15%</b>				
<b>GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)</b>				

- Required by: *KZN Provincial Treasury....*
- At: *145 Chief Albert Luthuli Street.  
Pietermaritzburg 3201.....*
- *Brand and model* *.....*
- *Country of origin* *.....*
- *Does the offer comply with the specification(s)?* *\*YES/NO*
- *If not to specification, indicate deviation(s)* *.....*
- Period required for delivery *.....*  
*\*Delivery: Firm/not firm*
- Delivery basis *.....*

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## SECTION F

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in the table below.

Full Name	Identity Number	Name of State institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1. If so, furnish particulars:

.....  
.....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



### 3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<sup>2</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.

## SECTION G

### NOT APPLICABLE

This document must be signed and submitted together with your bid
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## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.



## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1. (b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
  - Bid / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
  - a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;
  - c. the contractor will submit a performance guarantee to the DTI;
  - d. the contractor will submit a business concept for consideration and approval by the DTI;
  - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;



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- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number ..... Closing date: .....

Name of bidder.....

Postal address .....

.....

Signature..... Name (in print) .....

Date.....



## **SECTION H**

*(Shall be applicable on project basis)*

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

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

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

#### **1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

**80/20**

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

Where

$P_s$	=	Points scored for price of tender under consideration
$P_t$	=	Price of tender under consideration
$P_{min}$	=	Price of lowest acceptable tender

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

#### 3.2.1 POINTS AWARDED FOR PRICE

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

**80/20**

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

Where

$P_s$	=	Points scored for price of tender under consideration
$P_t$	=	Price of tender under consideration
$P_{max}$	=	Price of highest acceptable tender



#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number: .....

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



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

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....



## **CALCULATION OF EQUITY FOR SPECIFIC GOALS**

- (a) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDPs.
- (b) The equity ownership contemplated in sub-paragraph (a) must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- (c) In the event that the percentage of ownership contemplated in sub-paragraph (b) changes after the closing date of the tender, the tenderer must notify the relevant organ of state and such tenderer will not be eligible for any preference points.
- (d) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- (e) Subject to sub-paragraphs (a), (b), (c) and (d), all claims made for equity ownership by an HDP must be considered according to the following criteria:
  - (i) Equity within private companies must be based on the percentage of equity ownership;
  - (ii) Preference points may not be awarded to public companies and tertiary institutions;
  - (iii) The following formula must be applied to calculate the number of points for equity ownership by an HDP:

$$NEP = NOP \times \frac{EP}{100}$$

Where:

- NEP = Points awarded for equity ownership by an HDP
- NOP = The maximum number of points awarded for equity ownership by an HDP
- EP = The percentage of equity ownership by an HDP within the enterprise or business, determined in accordance with sub-regulations (a), (b), (c) and (d).

- (f) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- (g) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-paragraph (f) must be submitted to the relevant organ of state.
- (h) A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDP members, be entitled to equity ownership in respect of an HDP.
- (i) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- (j) The points contemplated in sub-paragraph (i) must be added to the points scored for price, in order to establish the total number of points scored.
- (k) The contract must be awarded to the tender which scores the highest points.
- (l) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDP, may not subcontract more than 25% of the value of the contract to a person who is not an HDP or does not qualify for such preference.



## SECTION I

### AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO- OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as: .....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....  
to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

*(if the space provided is not enough please list all the director in the resolution letter)*

#### Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

**Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.**

## **SECTION J**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1) Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.



- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2) Application**

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



- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3) General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4) Standards**

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

**5) Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6) Patent rights**

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

**7) Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as



compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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

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

7.3.2 a cashier's or certified cheque

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

## **8) Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the



expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9) Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10 Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11 Insurance**

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

## **12 Transportation**

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

## **13 Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and



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

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

#### **14 Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15 Warranty**

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

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

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

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

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

#### **16 Payment**

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

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

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



16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17 Prices**

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

**18 Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19 Assignment**

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

**20 Subcontracts**

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

**21 Delays in the supplier's performance**

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22 unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled 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 goods delivered later at the supplier's expense and risk, or to



cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22 Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 21.

## **23 Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction



- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

## **24 Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping 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.

## **25 Force Majeure**

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

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

## **26 Termination for insolvency**

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

## **27 Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort



to resolve amicably such dispute or difference by mutual consultation.

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

## **28 Limitation of liability**

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29 Governing language**

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

## **30 Applicable law**

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

## **31 Notices**

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

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

## **32 Taxes and duties**

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



- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department 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.

### **33 National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

## **SECTION K**

### **SPECIAL CONDITIONS OF CONTRACT**

This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

#### **1. ACCEPTANCE OF OFFER**

- 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 Evaluation and Adjudication Committee is under no obligation to accept the lowest or any bid.

#### **2. ADDRESS OF THE BIDDER**

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

#### **3. CONTRACT PERIOD**

- 3.1 Successful bidders will be appointed for a period of thirty-six months.
- 3.2 The Department reserves the right to terminate the contract should the awarded entity fail to fulfil its contractual obligation in terms of this contract.

#### **4. FALSE DECLARATION**

- 4.1. All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.
- 4.2. Any false declaration or intentional omission of relevant facts shall lead to disqualification.

#### **5. AWARD OF BIDS**

Bids shall be awarded based on the project basis.

#### **6. PRICE**

- 6.1. The Municipal Finance Management Programme will stipulate the rates to be paid per hour (inclusive of disbursements and VAT) per consultant, dependent on the level of experience and knowledge required for that assignment. Therefore, all companies shall be allocated 80 points.

#### **7. ORDERS**

- 7.1. Services shall be rendered only upon receipt of a written official order from the Department as per the contract.

#### **8. WARRANTIES**

- 8.1. The awarded entity warrants that it is able to deliver to the satisfaction of the Department.





- 8.2. The involvement of the awarded entity in any other business or venture shall not compete or conflict with the obligations of the entity to provide the services to the Department in terms of this bid.

## **9. PAYMENT AND INVOICING**

- 9.1. Payment will only be processed upon receipt, verification of invoices and confirmation by the appropriately authorized officials of actual services rendered.
- 9.2. Payment will be made to the awarded Entity only. Any deviations (e.g. cession of contract) will only be accepted after relevant approval has been granted by the Bid Adjudication Committee.
- 9.3. Invoices must clearly indicate the order number, invoice number and VAT number (where it is applicable).
- 9.4. Any variation to the quantities other than those stipulated in the terms of reference shall be approved by the Department.

## **10. AMENDMENT OF BID CONDITIONS, ORDER STIPULATIONS OF BID, ETC.**

- 10.1. No agreement to amend or vary the bid conditions or order or stipulations of bid shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by contracting parties subject to approval by the Head of the Department.

## **11. CANCELLATION**

- 11.1 The Department reserves the right to cancel the bid. Such cancellation shall be published in the same media as the invitation to the bid.

## **12. TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN**

- 12.1. The Department will verify the tax compliance status of a bidder through CSD.
- 12.2. Bidders must ensure that their tax matters are compliant with CSD.

## **13. CENTRAL SUPPLIERS DATABASE (CSD)**

- 13.1. A bidder submitting an offer must be registered on the Central Suppliers Database (CSD).
- 13.2. A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.
- 13.3. Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.
- 13.4. All information supplied in the bid document must correlate with information on CSD. It is the responsibility of the supplier to ensure that information on CSD is up to date at all times.
- 13.5. Failure to comply with any of the above will result in the bidder being disqualified.

## **14. COMPLETENESS OF THE BID DOCUMENT**

- 14.1. The bid will only be considered if it is correctly completed in all respects and accompanied by all relevant and other necessary and applicable information/documents. Signatures must be appended where required and documents called for should be submitted. (This section must be read together with Clause 4 of Section A: Special Instructions and Notices to Bidders Regarding the Completion of Bidding Forms).



## **15. SUBMISSION OF BIDS**

15.1. Bids are to be submitted to the offices of the Department, ground floor entrance, 145 Chief Albert Luthuli Street, Pietermaritzburg before **18 March 2025 at 11:00 am**. All bids are to be deposited in the bid box situated at the reception area. Late bids shall not be accepted.

## **16. TERMINATION OF SERVICES**

16.1. 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.

## **17. UNSATISFACTORY PERFORMANCE**

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

17.2. Before any action is taken, the Department shall warn the contractor by a letter signed by the appropriate delegate 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). 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.

## **18. LATE OFFERS**

18.1. Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

18.2. A late bid shall not be considered.

## **19. UNSOLICITED OFFERS**

19.1 In the event that an unsolicited offer is received, the offer shall not be considered.

## **20. EQUAL OFFERS**

20.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.

20.2 If two or more tenderers score equal total points in all aspects, the award must be decided by the drawing of lots.

20.3 The departmental rotation policy shall be used.

## **21. VALIDITY PERIOD AND EXTENSION THEREOF**

21.1. The validity (binding) period for the bid must be 180 Days from close of tender. 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.

## **22. CONFIDENTIALITY**

22.1. 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.

## **23. EXPENSES INCURRED IN PREPARATION OF BIDS**

23.1. The Department will not be responsible for any expenses or losses which the bidder may incur in the preparation of this bid.

## **24. NOTIFICATION OF AWARD OF BID**

24.1. The publication of an award will be advertised in the same media as the invitation to bid.

24.2. Notification of award of a bid shall be in writing to the successful bidder/s by a duly authorised official of the Department.

24.3. The letter of acceptance of the bidder's offer or an official order note constitutes a legal and binding contract.

## **25. CONTRACT AND CONSULTANCY PANEL AGREEMENT**

25.1. The successful bidder shall be required to enter into a Consultancy Panel Agreement (CPA) with the Department.

25.2. The bid document constitutes a legal document and a binding contract.

## **26. QUERIES FROM THE BIDDERS**

Any correspondence with regards to this bid which the bidder wishes to raise must be emailed to the following officials by **12 March 2025 at 03:00pm**.

### **26.1 SCM enquiries may be directed to:**

Ms. N. Khumalo Tel. No. (033) 897 4480 and e-mail:

[nonhlanhla.khumalo@kzntreasury.gov.za](mailto:nonhlanhla.khumalo@kzntreasury.gov.za) or Ms. T. Makhathini Tel. No. (033) 897 4440

/e-mail: [thandeka.makhathini@kzntreasury.gov.za](mailto:thandeka.makhathini@kzntreasury.gov.za)

### **26.2 Technical enquiries may be directed to:**

Ms. S. Radyn Tel. No (033) 897 4321 / email: [surette.radyn@kzntreasury.gov.za](mailto:surette.radyn@kzntreasury.gov.za)

Mr. F. Cassimjee email: [farhad.cassimjee@kzntreasury.gov.za](mailto:farhad.cassimjee@kzntreasury.gov.za)

26.2.1 Bidders must note that all queries received via email before the stipulated date will be consolidated and a composite response will be sent to all who submitted queries and the same will be published on the Departmental Website.

## **27. JOINT VENTURES/CONSORTIUM**

27.1 Any Bid by a Joint Venture (JV)/ Consortium must be accompanied by a copy of a duly signed Joint Venture Agreement. Such agreement must specify the portion of the bid to be undertaken by each participating entity.

27.2 Parties to the JV/Consortium must all sign the JV Agreement, and the minutes of the meeting must be submitted with the bid at the closing date.

27.3 Should the parties enter into a JV, the JV Agreement should reflect a lead partner and the following nominations:

- (i) Bank account to be used for the purpose of this Bid or Contract.
- (ii) authorized representative and signatory.
- (iii) Authorized letterhead, address, etc.



## **28. COMMUNICATION, MEDIA RELEASES, ETC**

- 28.1 Bidders shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this bid during the period between the closing date for the receipt of bids and the dispatch of the written notification of the Department, which on receipt of such report may, at their discretion, disqualify the bidder concerned.
- 28.2 All rights of publication on articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Department. The successful bidder shall not, without the written consent of the Department, cause any statement or advertisement to be printed screened or aired by the media.

## **29. COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE**

- 29.1 A bidder shall not in any way communicate with a member of a Bid Committee or with any officer, agent, or representative of the Department on a question affecting any contract for the supply of goods or for any work, undertaking or service which is the subject of a bid during the period between the closing date for receipt of bids and the dispatch of the written notification of the decision on the award of the Contract provided that a bidder shall not hereby be precluded.

## **30. UNDERTAKING**

- 30.1 In the event of there being any change in the nature of the Contractor including, but not limited to, inter alia, it's: -
  - 30.1.1 Directors, shareholdings, membership and/or management;
  - 30.1.2 Constitution, memorandum and/or articles;
  - 30.1.3 Service providers, partners, joint venture entities and/or subcontracting parties;
  - 30.1.4 Change in specific goals issued with the bid;
  - 30.1.5 Any changes ancillary to the above.
- 30.2 The Contractor undertakes, were possible, to inform the Department as least thirty (30) days before the above changes are effected of the details of the proposed changes.
- 30.3 Alternatively, the Contractor undertakes that there shall be no material changes in the nature of the Contractor for the duration of this contract, including, but not limited to, inter alia, the following:
  - 30.3.1 Directors, shareholdings, membership and/or management; trustees;
  - 30.3.2 Constitution, memorandum and/or articles; trustee;
  - 30.3.3 Service providers, partners, joint venture entities and/or subcontracting parties;
  - 30.3.4 Change in specific goals issued with the bid;
  - 30.3.5 Any changes ancillary to the above.
- 30.4 However, in the event of any of the above changes being anticipated, the Contractor undertakes to immediately inform the Department alternatively at least thirty (30) days prior to the proposed changes.
- 30.5 It is imperative that the company ensures that the curriculum vitae (CV) of individual resource is not included in other company's proposal. Should a duplication of CV be identified per category, such CV will be disregarded for the affected services providers in that category during evaluation. By signing the Declaration Form, the resource is granting permission to the company to use his/her CV.



- 30.6 The Department reserves the right to eliminate during the evaluation process CVs of candidates who are engaged on projects that would overlap with the projects required
- 30.7 The Contractor furthermore undertakes to immediately inform the Department should the Contractor, any of its directors, members, partners, service providers, subcontractors or managers: -
- 30.7.1 has been listed on the National Treasury's Database as entities prohibited from doing business with the public sector.
  - 30.7.2 has been 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);
  - 30.7.3 has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;
  - 30.7.4 has died or ceased to exist;
  - 30.7.5 has a civil judgment taken against it/them by a court of law or any other competent authority;
  - 30.7.6 or their estates being placed under judicial management or being provisionally or finally sequestrated or liquidated.
- 30.8 In the event of the Contractor failing to act as aforesaid, the Department will be at liberty to, in its discretion, exercise any one or a combination of the following remedies: -
- 30.8.1 immediately cancel the contract;
  - 30.8.2 revisit the contract and issue directives with regard to the remaining term of the contract;
  - 30.8.3 engage the services of other parties and service providers;
  - 30.8.4 engage the service of the next favourable bidder;
  - 30.8.5 exercise the remedies available to it in terms of the provisions of paragraph 23 of the General Conditions of Contract and the provisions of paragraph 16 and 17 of the Special Conditions of Contract.
  - 30.8.6 recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;
  - 30.8.7 cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation;  
cash in any securities, utilise deposits and/or withhold any payment due to the Contractor in lieu of damages.

### **31. CESSION OF BID**

Any cession of a bid will only be accepted after the relevant approval has been obtained from the Department.

### **32. BID APPEAL TRIBUNAL (BAT)**

**BAT finds its establishment in Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers the National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:**



- 32.1 The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.
- 32.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 32.3 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 32.4 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 32.5 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

**The address provided for the lodging of appeals is:**

**Email:** [Batsecretariat@kzntreasury.gov.za](mailto:Batsecretariat@kzntreasury.gov.za)

**The Chairperson**

**Bid Appeals Tribunal**

**Private Bag X9082**

**Pietermaritzburg**

**3200**

## SECTION L

### TERMS OF REFERENCE

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO ASSIST THE KWAZULU-NATAL PROVINCIAL TREASURY (MUNICIPAL FINANCE MANAGEMENT PROGRAMME) TO FULFIL ITS OBLIGATIONS IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT, 2003 (MFMA) BY PROVIDING SERVICES ON AN “AS AND WHEN REQUIRED” BASIS.**

#### 1. BACKGROUND

- 1.1. The Municipal Finance Management Programme provides technical support and assistance to the municipalities within the KwaZulu-Natal Province in terms of the Municipal Finance Management Act, 2003 (MFMA).
- 1.2. The Municipal Finance Management Programme seek to appoint a panel of service providers with expertise and service offerings in all components of the Municipal Finance Management Programme. The assistance is often required at short notice and it is therefore the intention of the Municipal Finance Management Programme to compile a list of experienced and competent service providers in the various categories of municipal services that are outlined below:
  - Financial Management;
  - Municipal Interventions;
  - Taxation Related Services;
  - mSCOA implementation; and
  - Revenue and Debt Management.
- 1.3. Due to the high volume and extent of support required, the Municipal Finance Management Programme is currently under-capacitated to efficiently execute their required mandate. Additional skilled resources are thus required to assist the Municipal Finance Management Programme in providing support to the identified municipalities on a project-by-project basis. Therefore, the service providers may be required to provide suitable resources to be seconded to municipalities and/or the Municipal Finance Management Programme to provide assistance in the respective categories of services.

#### 2. OBJECTIVES

- 2.1 The objectives of the Municipal Finance Management Programme are to:
  - Provide technical support to municipalities in the respective areas;
  - Provide training to municipal officials to assist with discharging their responsibilities through improved processes in the respective areas.

#### 3. SCOPE OF WORK

- 3.1 The below mentioned categories of municipal services have been identified as the Scope of Work.

*Bidders must expressly state the category of service applied for and must demonstrate their capabilities to undertake the respective categories of municipal finance services.*





No	Category of Service	Description of Service
1.	Financial Management	<ul style="list-style-type: none"> <li>Financial Accounting and Reporting;</li> <li>Implementation of Generally Recognised Accounting Practices (GRAP);</li> <li>Annual Financial Statement Preparation and Review;</li> <li>Improvement and implementation of Processes, Controls, Reconciliations, Document Management, Audit Readiness, etc.;</li> <li>Fixed Asset Management;</li> <li>Financial Asset and Financial Liability Management;</li> <li>Expenditure Management; and</li> <li>Development and roll-out of any new accounting pronouncements by the Accounting Standards Board, National and KZN Provincial Treasury and MFMA circulars.</li> </ul>
2.	Municipal Interventions	<ul style="list-style-type: none"> <li>Development and/or review of appropriate Municipal Financial Recovery Plans;</li> <li>Monitor and evaluate the implementation of the Municipal Financial Recovery Plan;</li> <li>Implement Financial Recovery Plans to the extent that the identified municipality cannot or does not take executive measures to give effect to the recovery plan; and</li> <li>Reporting progress on the implementation of the Municipal Financial Recovery Plan.</li> </ul>
3.	Taxation Related Services	<ul style="list-style-type: none"> <li>Preparation and/or Review of VAT Returns and Processes;</li> <li>Preparation and/or Review of PAYE Returns and Processes; and</li> <li>Compliance with Taxation related legislation.</li> </ul>
4.	mSCOA	<ul style="list-style-type: none"> <li>Monitoring of mSCOA compliance and implementation; and</li> <li>Support on mSCOA implementation.</li> </ul>
5.	Revenue and Debt Management	<ul style="list-style-type: none"> <li>Revenue Management Policies, Processes and Controls;</li> <li>Debt Management Policies, Processes and Controls;</li> <li>Validity, accuracy and completeness of billing relating to Property Rates, Service Charges and Other Revenue;</li> <li>Revenue and Debtors Reconciliations, including the Valuation Roll Reconciliation;</li> <li>Tariff setting and/or determination of cost of supply, where applicable;</li> <li>Indigent Management;</li> <li>Grant Management; and</li> <li>Cash Management.</li> </ul>

#### 4. DELIVERABLES

- 4.1. As and when required, a request for proposals / CVs will be issued and the outputs will be specified for each individual project in the relevant Terms of Reference and will be related to the "Description of Service" indicated in the table under 3.1 above.
- 4.2. Weekly and/or monthly progress reports supported by weekly timesheets and a close-out report must be compiled for each specific project.



## **5. EXPERTISE REQUIRED**

- 5.1. Service providers and their resources must have the following minimum expertise:
- Comprehensive knowledge and understanding of the relevant legislation applicable to municipalities for each of the categories of service, including but not limited to the MBRR, MFMA, DoRA, VAT Act, Taxation Administration Act, Municipal Property Rates Act, Municipal Systems Act;
  - Thorough knowledge and understanding of National Treasury Guidelines and Circulars as well as Accounting Standards Board Guidelines relevant to municipalities;
  - Knowledge and expertise in the application of Generally Recognised Accounting Practices (GRAP) in municipalities;
  - Knowledge and experience in the workings of the various financial systems used by municipalities including the processing and extracting of information;
  - Knowledge and understanding of the Municipal Standard Chart of Accounts (mSCOA) as well as the respective regulations and circulars required to be implemented by municipalities;
  - Knowledge, expertise and practical experience in contributing to improved sustainability and financial viability through the completion of projects with particular reference to the scope of work identified in Clause 3 above;
  - Ability to transfer skills to provincial and municipal officials; and
  - A clear understanding of the dynamics of the KwaZulu-Natal municipalities.

## **6. PROJECT CO-ORDINATION AND ADMINISTRATION**

- 6.1 Service providers may be required to conduct project co-ordination on behalf of the Municipal Finance officials and 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 Terms of Reference;
  - Manage communication to all clients within accepted communication protocols; and
  - Produce weekly and/or monthly progress reports, weekly time sheets, close-out report and presentations.

## **7. COMMUNICATION AND REPORTING**

- 7.1 The service providers will report directly to the Municipal Finance Management Programme officials that will be assigned to each project.
- 7.2 The respective Municipal Finance Management Programme officials must be kept abreast on progress and challenges experienced during the course of the project, and sign-off must be obtained for each deliverable.
- 7.3 Skills transferred must be confirmed by the relevant official trained.





## **8. CONDITIONS**

- 8.1 The Municipal Finance Management Programme would like to ensure an equitable distribution of work amongst all professional service providers appointed to the panel.
- 8.2 Successful bidders will be appointed to the panel for a period of thirty-six months.
- 8.3 The service providers will be required to sign a CPA. The approved list of service providers must have the capacity, functional skills, knowledge and experience, to provide the services required at a level acceptable to KZN Provincial Treasury.
- 8.4 As and when assignments are agreed upon, service providers on this panel will be issued with request for proposals / CV's. Assignments will be allocated by the Municipal Finance Management Programme, based on their assessed suitability as required by the Terms of Reference for each project.
- 8.5 Engagement letters will be signed between the service provider and the KZN Provincial Treasury for each assignment awarded.
- 8.6 Bidders will be required to submit a declaration signed by each resource submitted confirming their availability on a project by project basis.
- 8.7 The Municipal Finance Management Programme will stipulate the rates to be paid per hour (inclusive of disbursements and VAT) per consultant, dependent on the level of experience and knowledge required for that assignment. The engagement letter relating to the particular assignment will stipulate such rates and/or a total budget and will need to be accepted and signed prior to commencement of each assignment.
- 8.8 The successful bidders will report to the Chief Director: Municipal Finance Management (or his delegate) on assignments in accordance with the terms and conditions documented in the CPA and engagement letters.
- 8.9 Projects may be initiated by means of engagement letters and verbal briefings may be provided where it is considered appropriate and necessary.
- 8.10 The selected service providers will be required to complete the deliverables as agreed in the signed engagement letters and relevant terms of reference as well as within the budgets agreed upon for each assignment.
- 8.11 Service providers shall treat all available data, methodologies and templates provided by the Municipal Finance Management Programme as strictly confidential and shall not be used for any form of distribution or use other than on the project in respect of which the information was made available. The information of the project remains the property of the KZN Provincial Treasury.

**NB:** No payment shall be made should the Municipal Finance Management Programme or the relevant client not be satisfied with the standard/performance of deliverables.

## **9. EVALUATION GUIDE**

Proposals may be submitted for any or all of the categories of service listed in the Scope of Work (in Clause 3 above).

The selection of the service providers to be placed on the panel will be subject to the criteria set out in the evaluation criteria.



## 9.1 Evaluation Criteria.

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

### (a) Prior Company Experience

The following must be submitted:

- The bidder must submit one (1) traceable reference letter from a previous/current client indicating performance of the bidder in the relevant municipal finance category of service.
- It is compulsory for bidders to substantiate the veracity of the information submitted in the reference letter by the client completing and stamping Annexure A issued with the bid. *The score as per the rating from the client will be allocated for the reference letter.*
- Failure to submit a duly completed **Annexure A**, will result in zero points allocated for the reference provided.
- Only municipal finance experience will be considered.
- Where the service provider has undertaken similar projects under this program for Treasury, references are to be obtained from municipalities where the work was undertaken and not from the Treasury itself.

**The reference letters submitted must relate to projects undertaken by the firm in the preceding five years. Reference letters for projects undertaken longer than five years ago will not be considered.**

### (b) Resources

The experience and qualification of the firm's resources (specialists):

- Firms must submit **Curriculum Vitae (CVs)** of **ONLY three (3)** resources/specialists per category of service, who are actively employed by the firm, that demonstrate their extensive experience in Municipal Finance as per the five categories of services mentioned above in paragraph 3.1. Scores will be allocated for relevant qualifications and experience.
- The firm must provide the following for each resource/specialist:
  - The comprehensive curriculum vitae (in the format provided in Annexure B) indicating the key municipal finance experience relating to the category of services.
  - Certified copies of qualifications.
  - Duration of service per assignment (total number of weeks worked as well as start and end date).
  - Contactable references.

**CVs that are not submitted in the prescribed format in Annexure B shall be deemed to be non-responsive and rejected.**

## 10. EVALUATION GUIDE

10.1 Evaluation will be based on:

Evaluation Element	
Phase 1	Supply Chain Administrative Compliance
Phase 2	Functionality Scoring



## 10.2 Phase 1: Supply Chain Administrative Compliance

- i. Bids submitted must be complete in all respects.
- ii. The following forms must be duly completed and be submitted with the bid at the time of closing of bid:

COMPULSORY BID FORMS		TICK TO INDICATE SUBMISSION
PART A	INVITATION TO BID (SBD 1)	
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	
SECTION F	BIDDER'S DISCLOSURE (SBD 4)	
SECTION I	AUTHORITY TO SIGN THE BID	

Failure to comply with the Supply Chain Administrative Compliance shall result in the offer considered non-responsive and shall be rejected.

## 10.3 Phase 2: Functionality Scoring

- a) Proposals from prospective bidders will be evaluated on functionality for each category as listed in the table below:

TECHNICAL SCORECARD
<b>Technical Skills &amp; Experience/Functionality in respect of the following Categories of Service</b>
Financial Management
Municipal Interventions
Taxation Related Services
mSCOA
Revenue and Debt Management
<b><i>Only Service providers that have attained competency level/s of 65% and higher will be considered for admission to the respective categories of service.</i></b>

- b) The weighting will be allocated as below:

POINTS PER CRITERIA	FORMULAR	WEIGHTING
3 x Resources with maximum of 20 each = 60	Points scored Divided by 60 Multiplied by 80	= 80
1 x Company experience with maximum of 10 = 10	Points scored Multiplied by 2	= 20
<b>Total Weighting</b>		<b>= 100</b>



c) **Functionality Criteria Matrix**

It is mandatory for service providers to indicate the names of the resources for the category that they are bidding for; **failure to indicate the name of the resources shall result in the offer being considered non-responsive and shall be rejected for that category.**

<b>1. Category of Service: Financial Management</b>			
<b>FUNCTIONALITY CRITERIA</b>		<b>SCORE</b>	
<b>Description</b>	<b>Evaluation Criteria</b>	<b>Points</b>	<b>Weighting</b>
<b>1. Company Experience</b>	<ul style="list-style-type: none"> <li>The bidder must submit one (1) traceable reference letter from a previous/current client indicating performance of the bidder in the Financial Management category of service.</li> <li>It is compulsory for bidders to substantiate the veracity of the information submitted in the reference letter by the client completing and stamping <b>Annexure A</b> issued with the bid.</li> <li>The score as per the rating from the client will be allocated for the reference letter.</li> <li>Failure to submit a duly completed Annexure A, will result in zero points allocated for the reference provided.</li> </ul>	<ul style="list-style-type: none"> <li>1 Financial Management project with full score awarded by reference = <b>20 Points</b></li> <li>Irrelevant project/ Annexure A not duly completed/ nil score awarded by reference = <b>0</b></li> </ul>	<b>20</b>
<b>Total for Company Experience</b>			<b>20</b>



<b>1. Category of Service: Financial Management</b>			
<b>FUNCTIONALITY CRITERIA</b>		<b>SCORE</b>	
<b>Description</b>	<b>Evaluation Criteria</b>	<b>Points</b>	<b>Weighting</b>
<b>2. Key Personnel</b>	Names of resources to be evaluated for the <b>Financial Management</b> category	1.	
		2.	
		3.	
	<p>The experience and qualification of the firm's key personnel (Specialists):</p> <ul style="list-style-type: none"> <li>Firm must submit <b>ONLY three (3) CVs</b> of specialists that demonstrate their extensive experience in Financial Management using the format provided in Annexure B which specifies the minimum information required.</li> </ul> <p><b>The firm must provide the following for each resource:</b></p> <ul style="list-style-type: none"> <li>The comprehensive curriculum vitae indicating the key performance areas relating to the Financial Management category of services.</li> <li>Certified copies of qualifications</li> <li>Duration of service per assignment (total number of weeks worked as well as start and end date)</li> <li>Contactable references</li> <li>CVs that are not submitted in the prescribed format in <b>Annexure B</b> shall be deemed to be non-responsive and rejected.</li> </ul>	<p><b>Individual Qualification</b></p> <ul style="list-style-type: none"> <li>National Diploma with Financial Accounting as major = <b>2 points</b></li> <li>Degree/Advanced Diploma with Financial Accounting as major; = <b>6 points</b></li> <li>Honours Degree with Financial Accounting as major and/ or completed CTA with no Articles completed = <b>7 points</b></li> <li>Honours Degree with Financial Accounting as major and/ or completed CTA + Articles completed; CIA; completed CIMA; = <b>8 points</b></li> <li>CA(SA); Professional Accountant (SAIPA); ACCA; RGA; Masters/ Doctorate in Accounting; = <b>10 points</b></li> </ul>	<b>40</b>
		<p><b>Individual Financial Management Experience</b></p> <ul style="list-style-type: none"> <li>1 year = <b>2 Points</b></li> <li>2 years = <b>4 Points</b></li> <li>3 years = <b>6 Points</b></li> <li>4 years = <b>7 Points</b></li> <li>5 years = <b>8 Points</b></li> <li>&gt; 5 years = <b>10 Points</b></li> </ul>	<b>40</b>
<b>Total for Key Personnel</b>			<b>80</b>
<b>Total Score for Financial Management Category of Service</b>			<b>100</b>
<b>Minimum functionality threshold 65%</b>			



**2. Category of Service: Municipal Interventions**

FUNCTIONALITY CRITERIA		SCORE	
Description	Evaluation Criteria	Points	Weighting
<b>1. Company Experience</b>	<ul style="list-style-type: none"> <li>The bidder must submit one(1) traceable reference letter from a previous/current client indicating performance of the bidder in the Municipal Interventions category of service.</li> <li>It is compulsory for bidders to substantiate the veracity of the information submitted in the reference letter by the client completing and stamping <b>Annexure A</b> issued with the bid.</li> <li>The score as per the rating from the client will be allocated for the reference letter.</li> <li>Failure to submit a duly completed Annexure A, will result in zero points allocated for the reference provided.</li> </ul>	<ul style="list-style-type: none"> <li><b>1</b> Municipal Intervention project with full score awarded by reference = <b>20 Points</b></li> <li>Irrelevant project/ Annexure A not duly completed/ nil score awarded by reference = <b>0</b></li> </ul>	<b>20</b>
<b>Total for Company Experience</b>			<b>20</b>



<b>2. Category of Service: Municipal Interventions</b>			
<b>FUNCTIONALITY CRITERIA</b>		<b>SCORE</b>	
<b>Description</b>	<b>Evaluation Criteria</b>	<b>Points</b>	<b>Weighting</b>
<b>2. Key Personnel</b>	Names of resources to be evaluated on the <b>Municipal Interventions</b> category	1.	
		2.	
		3.	
	<p>The experience and qualification of the firm's key personnel (Specialists):</p> <ul style="list-style-type: none"> <li>Firm must submit <b>ONLY three (3) CVs</b> of specialists that demonstrate their extensive experience in Municipal Interventions using the format provided in Annexure B which specifies the minimum information required.</li> </ul> <p><b>The firm must provide the following for each resource:</b></p> <ul style="list-style-type: none"> <li>The comprehensive curriculum vitae indicating the key performance areas relating to the Municipal Interventions category of services.</li> <li>Certified copies of qualifications</li> <li>Duration of service per assignment (total number of weeks worked as well as start and end date)</li> <li>Contactable references</li> <li>CVs that are not submitted in the prescribed format in <b>Annexure B</b> shall be deemed to be non-responsive and rejected.</li> </ul>	<p><b>Individual Qualification</b></p> <ul style="list-style-type: none"> <li>National Diploma with Financial Accounting as major = <b>2 points</b></li> <li>Degree/Advanced Diploma with Financial Accounting as major; = <b>6 points</b></li> <li>Honours Degree with Financial Accounting as major and/ or completed CTA with no Articles completed = <b>7 points</b></li> <li>Honours Degree with Financial Accounting as major and/ or completed CTA + Articles completed; CIA; completed CIMA; = <b>8 points</b></li> <li>CA(SA); Professional Accountant (SAIPA); ACCA; RGA; Masters/ Doctorate in Accounting; MBA = <b>10 points</b></li> </ul>	<b>40</b>
		<p><b>Individual Municipal Financial Management Experience</b></p> <ul style="list-style-type: none"> <li>1 year = <b>2 Points</b></li> <li>2 years = <b>4 Points</b></li> <li>3 years = <b>6 Points</b></li> <li>4 years = <b>7 Points</b></li> <li>5 years = <b>8 Points</b></li> <li>&gt; 5 years = <b>10 Points</b></li> </ul>	<b>40</b>
<b>Total for Key Personnel</b>			<b>80</b>
<b>Total Score for Municipal Interventions Category of Service</b>			<b>100</b>
<b>Minimum functionality threshold 65%</b>			





<b>3. Category of Service: Taxation Related Services</b>			
<b>FUNCTIONALITY CRITERIA</b>		<b>SCORE</b>	
<b>Description</b>	<b>Evaluation Criteria</b>	<b>Points</b>	<b>Weighting</b>
<b>1. Company Experience</b>	<ul style="list-style-type: none"> <li>The bidder must submit one (1) traceable reference letter from a previous/current client indicating performance of the bidder in Taxation related services.</li> <li>It is compulsory for bidders to substantiate the veracity of the information submitted in the reference letter by the client completing and stamping <b>Annexure A</b> issued with the bid.</li> <li>The score as per the rating from the client will be allocated for the reference letter.</li> <li>Failure to submit a duly completed Annexure A, will result in zero points allocated for the reference provided.</li> </ul>	<ul style="list-style-type: none"> <li><b>1</b> Taxation related project with full score awarded by reference = <b>20 Points</b></li> <li>Irrelevant project/ Annexure A not duly completed/ nil score awarded by reference = <b>0</b></li> </ul>	<b>20</b>
<b>Total for Company Experience</b>			<b>20</b>



<b>3. Category of Service: Taxation Related Services</b>			
<b>FUNCTIONALITY CRITERIA</b>		<b>SCORE</b>	
<b>Description</b>	<b>Evaluation Criteria</b>	<b>Points</b>	<b>Weighting</b>
<b>2. Key Personnel</b>	Names of resources to be evaluated on the <b>Taxation Related Services</b> category	1.	
		2.	
		3.	
	<p>The experience and qualification of the firm's key personnel (Specialists):</p> <ul style="list-style-type: none"> <li>Firm must submit <b>ONLY three (3) CVs</b> of specialists that demonstrate their extensive experience in Taxation related services using the format provided in Annexure B which specifies the minimum information required.</li> </ul> <p><b>The firm must provide the following for each resource:</b></p> <ul style="list-style-type: none"> <li>The comprehensive curriculum vitae indicating the key performance areas relating to Taxation related services.</li> <li>Certified copies of qualifications</li> <li>Duration of service per assignment (total number of weeks worked as well as start and end date)</li> <li>Contactable references</li> <li>CVs that are not submitted in the prescribed format in <b>Annexure B</b> shall be deemed to be non-responsive and rejected.</li> </ul>	<p><b>Individual Qualification</b></p> <ul style="list-style-type: none"> <li>National Diploma with Financial Accounting/ Taxation as major = <b>2 points</b></li> <li>Degree/Advanced Diploma with Financial Accounting/ Taxation as major; = <b>6 points</b></li> <li>Honours Degree with Financial Accounting/ Taxation as major and/ or completed CTA with no Articles completed = <b>7 points</b></li> <li>Honours Degree with Financial Accounting/ Taxation as major and/ or completed CTA + Articles completed; CIA; completed CIMA; = <b>8 points</b></li> <li>CA(SA); Professional Accountant (SAIPA); Masters/ Doctorate in Accounting/ Taxation = <b>10 points</b></li> </ul>	<b>40</b>
		<p><b>Individual Taxation related Experience</b></p> <ul style="list-style-type: none"> <li>1 year = <b>2 Points</b></li> <li>2 years = <b>4 Points</b></li> <li>3 years = <b>6 Points</b></li> <li>4 years = <b>7 Points</b></li> <li>5 years = <b>8 Points</b></li> <li>&gt; 5 years = <b>10 Points</b></li> </ul>	<b>40</b>
<b>Total for Key Personnel</b>			<b>80</b>
<b>Total Score for Taxation Related Services</b>			<b>100</b>
<b>Minimum functionality threshold 65%</b>			



**4. Category of Service: mSCOA**

FUNCTIONALITY CRITERIA		SCORE	
Description	Evaluation Criteria	Points	Weighting
1. <b>Company Experience</b>	<ul style="list-style-type: none"> <li>The bidder must submit one (1) traceable reference letter from a previous/current client indicating performance of the bidder in the mSCOA category of service.</li> <li>It is compulsory for bidders to substantiate the veracity of the information submitted in the reference letter by the client completing and stamping <b>Annexure A</b> issued with the bid.</li> <li>The score as per the rating from the client will be allocated for the reference letter.</li> <li>Failure to submit a duly completed Annexure A, will result in zero points allocated for the reference provided.</li> </ul>	<ul style="list-style-type: none"> <li>1 mSCOA project with full score awarded by reference = <b>20 Points</b></li> <li>Irrelevant project/ Annexure A not duly completed/ nil score awarded by reference = <b>0</b></li> </ul>	<b>20</b>
<b>Total for Company Experience</b>			<b>20</b>



**4. Category of Service: mSCOA**

FUNCTIONALITY CRITERIA		SCORE	
Description	Evaluation Criteria	Points	Weighting
2. Key Personnel	Names of resources to be evaluated on the <b>mSCOA</b> category	1.	
		2.	
		3.	
	<p>The experience and qualification of the firm's key personnel (Specialists):</p> <ul style="list-style-type: none"> <li>Firm must submit <b>ONLY three (3) CVs</b> of specialists that demonstrate their extensive experience in mSCOA using the format provided in Annexure B which specifies the minimum information required.</li> </ul> <p><b>The firm must provide the following for each resource:</b></p> <ul style="list-style-type: none"> <li>The comprehensive curriculum vitae indicating the key performance areas relating to the mSCOA category of services.</li> <li>Certified copies of qualifications</li> <li>Duration of service per assignment (total number of weeks worked as well as start and end date)</li> <li>Contactable references</li> <li>CVs that are not submitted in the prescribed format in <b>Annexure B</b> shall be deemed to be non-responsive and rejected.</li> </ul>	<p><b>Individual Qualification</b></p> <ul style="list-style-type: none"> <li>National Diploma with Financial Accounting as major = <b>2 points</b></li> <li>Degree/Advanced Diploma with Financial Accounting as major; = <b>6 points</b></li> <li>Honours Degree with Financial Accounting as major and/ or completed CTA with no Articles completed = <b>7 points</b></li> <li>Honours Degree with Financial Accounting as major and/ or completed CTA + Articles completed; CIA; completed CIMA; = <b>8 points</b></li> <li>CA(SA); Professional Accountant (SAIPA); ACCA; RGA; Masters/ Doctorate in Accounting;= <b>10 points</b></li> </ul>	<b>40</b>
		<p><b>Individual mSCOA Experience</b></p> <ul style="list-style-type: none"> <li>1 year = <b>2 Points</b></li> <li>2 years = <b>4 Points</b></li> <li>3 years = <b>6 Points</b></li> <li>4 years = <b>7 Points</b></li> <li>5 years = <b>8 Points</b></li> <li>&gt; 5 years = <b>10 Points</b></li> </ul>	<b>40</b>
<b>Total for Key Personnel</b>			<b>80</b>
<b>Total Score for mSCOA Category of Service</b>			<b>100</b>
<b>Minimum functionality threshold 65%</b>			



**5. Category of Service: Revenue and Debt Management**

FUNCTIONALITY CRITERIA		SCORE	
Description	Evaluation Criteria	Points	Weighting
<b>1. Company Experience</b>	<ul style="list-style-type: none"> <li>The bidder must submit one (1) traceable reference letter from a previous/current client indicating performance of the bidder in the Revenue and Debt Management category of service.</li> <li>It is compulsory for bidders to substantiate the veracity of the information submitted in the reference letter by the client completing and stamping <b>Annexure A</b> issued with the bid.</li> <li>The score as per the rating from the client will be allocated for the reference letter.</li> <li>Failure to submit a duly completed Annexure A, will result in zero points allocated for the reference provided.</li> </ul>	<ul style="list-style-type: none"> <li><b>1</b> Revenue and Debt Management project with full score awarded by reference = <b>20 Points</b></li> <li>Irrelevant project/ Annexure A not duly completed/ nil score awarded by reference = <b>0</b></li> </ul>	<b>20</b>
<b>Total for Company Experience</b>			<b>20</b>



**5. Category of Service: Revenue and Debt Management**

FUNCTIONALITY CRITERIA		SCORE	
Description	Evaluation Criteria	Points	Weighting
2. Key Personnel	Names of resources to be evaluated on the <b>Revenue and Debt Management</b> category	1.	
		2.	
		3.	
	<p>The experience and qualification of the firm's key personnel (Specialists):</p> <ul style="list-style-type: none"> <li>Firm must submit <b>ONLY three (3) CVs</b> of specialists that demonstrate their extensive experience in Revenue and Debt Management using the format provided in Annexure B which specifies the minimum information required.</li> </ul> <p><b>The firm must provide the following for each resource:</b></p> <ul style="list-style-type: none"> <li>The comprehensive curriculum vitae indicating the key performance areas relating to the Revenue and Debt Management category of services.</li> <li>Certified copies of qualifications</li> <li>Duration of service per assignment (total number of weeks worked as well as start and end date)</li> <li>Contactable references</li> <li>CVs that are not submitted in the prescribed format in <b>Annexure B</b> shall be deemed to be non-responsive and rejected.</li> </ul>	<p><b>Individual Qualification</b></p> <ul style="list-style-type: none"> <li>National Diploma with Financial Accounting as major = <b>2 points</b></li> <li>Degree/Advanced Diploma with Financial Accounting as major; = <b>6 points</b></li> <li>Honours Degree with Financial Accounting as major and/ or completed CTA with no Articles completed = <b>7 points</b></li> <li>Honours Degree with Financial Accounting as major and/ or completed CTA + Articles completed; CIA; completed CIMA; = <b>8 points</b></li> <li>CA(SA); Professional Accountant (SAIPA); ACCA; RGA; Masters/ Doctorate in Accounting; MBA = <b>10 points</b></li> </ul>	<b>40</b>
		<p><b>Individual Revenue and Debt Management Experience</b></p> <ul style="list-style-type: none"> <li>1 year = <b>2 Points</b></li> <li>2 years = <b>4 Points</b></li> <li>3 years = <b>6 Points</b></li> <li>4 years = <b>7 Points</b></li> <li>5 years = <b>8 Points</b></li> <li>&gt; 5 years = <b>10 Points</b></li> </ul>	<b>40</b>
<b>Total for Key Personnel</b>			<b>80</b>
<b>Total Score for Revenue and Debt Management Category of Service</b>			<b>100</b>
<b>Minimum functionality threshold 65%</b>			

*The Bid Documents will be evaluated individually by the evaluation panel in accordance with the above-mentioned Evaluation Criteria. **All service providers who score less than 65% for functionality will not be considered for placement on the panel.***



P.O. Box 3613, Pietermaritzburg, 3200  
Treasury House, 145 Chief Albert Luthuli Street, Pietermaritzburg  
Tel: 033 897 4440 Fax: 033 341 0986  
Website: [www.kzntreasury.gov.za](http://www.kzntreasury.gov.za)

**ANNEXURE A: REFERENCE LETTER****CONFIRMATION OF REFERENCE**

<b>NAME OF BIDDING COMPANY:</b>													
<b>TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/PROJECT:</b>													
<b>DESCRIPTION/SCOPE OF PROJECT COMPLETED:</b>													
<b>VALUE OF WORK COMPLETED:</b>													
<b>DURATION:</b>													
<b>START DATE:</b>	<b>END DATE:</b>												
<table border="1"><tr><td></td><td></td><td></td></tr><tr><td><i>Day</i></td><td><i>Month</i></td><td><i>Year</i></td></tr></table>				<i>Day</i>	<i>Month</i>	<i>Year</i>	<table border="1"><tr><td></td><td></td><td></td></tr><tr><td><i>Day</i></td><td><i>Month</i></td><td><i>Year</i></td></tr></table>				<i>Day</i>	<i>Month</i>	<i>Year</i>
<i>Day</i>	<i>Month</i>	<i>Year</i>											
<i>Day</i>	<i>Month</i>	<i>Year</i>											
<b>CATEGORY OF SERVICE:</b>													
<b>REFEREE NAME:</b>													
<b>DESIGNATION:</b>													
<b>MUNICIPALITY:</b>													
<b>CONTACT NUMBER:</b>													
<b>EMAIL ADDRESS:</b>													

The above-mentioned Bidding Company is in the process of submitting a Bid for the appointment of a panel of Service Providers to assist the KwaZulu-Natal Provincial Treasury (Municipal Finance Management Programme) to fulfil its obligations in terms of the Municipal Finance Management Act, No. 56 of 2003. If your institution has prior exposure with the Bidding Company, as part of the evaluation process for this bid, your institution is requested to confirm the services supplied by the above Bidding Company as per below the questionnaire below.





Kindly score the firm **1** where the criterion was addressed adequately and **0** where the criterion was **not** addressed adequately. **NOTE: If criterion 4 and/5 is not applicable to the project**, kindly indicate that it was **not applicable** and apply the score of 1 (i.e. N/A – 1).

Criterion	Question posed to Referee	Score
1. Transfer of Skills	Did the Service Provider train/transfer skills to municipal officials to the extent that the officials were able to undertake the tasks accurately and timeously?	
2. Time Management	Did the Service Provider adhere to deadlines to achieve milestones and completion of projects?	
3. Project Management	Did the Service Provider adequately manage resources and monitor the progress of activities to achieve the deliverables of the project completed?	
4. Risk Management	Did the Service Provider identify impediments/obstacles that may have impinged on achieving desired results or that may have impacted on the time frame for completion of the project?	
5. Flexibility	Did the Service Provider implement workaround tactics to circumvent hurdles that may have hampered the successful completion of the project?	
6. Progress Updates	Did the Service Provider keep the municipality informed of the progress towards achieving deliverables?	
7. Reporting	Did the Service Provider discuss the findings of the project and provide the municipality with a written close-out report on completion of the project?	
8. Financial Management	Did the Service Provider adhere to the limits of the total budget allocated to the project?	
9. Technical Expertise of the Resources	Did the resources appointed by the Service Provider have the technical expertise to conduct the project successfully?	
10. Overall Satisfaction of the municipality	Did the Service Provider as a whole have the technical expertise to conduct the project successfully?	
<b>Total Score (Out Of 10)</b>		

**Full Name of Authorised Signatory**.....

Signature ..... Date .....

**CLIENT(EMPLOYER) STAMP HERE**

--

Incomplete and/ or unsigned form will not be accepted and KZN Provincial Treasury Reserves the right to contact any Client/Company listed as a reference.

## ANNEXURE B: CURRICULUM VITAE FORMAT

CVs that are not submitted in the prescribed format in Annexure B shall be deemed to be non-responsive and rejected.

<b>Service Provider</b>	
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### Resource Details

<b>Surname</b>	
<b>Name</b>	
<b>Resource ID Number</b>	
<b>Gender</b>	
<b>Health</b>	
<b>Drivers Licence Number</b>	
<b>Drivers Licence Code</b>	
<b>Drivers Licence Expiry Date</b>	
<b>Own Vehicle (Yes/No)</b>	
<b>Physical Address</b>	
<b>Contact Number</b>	
<b>Email Address</b>	

<b>Level of Resource (Senior/Intermediate)</b>	
--	--

### Qualifications

<b>Qualification</b>	
<b>Institution</b>	
<b>Year Completed</b>	
<b>NQF Level</b>	
<b>Student Registration Number</b>	

**KWAZULU-NATAL PROVINCE**TREASURY  
REPUBLIC OF SOUTH AFRICA

Qualification	
Institution	
Year Completed	
NQF Level	
Student Registration Number	

Qualification	
Institution	
Year Completed	
NQF Level	
Student Registration Number	

Qualification	
Institution	
Year Completed	
NQF Level	
Student Registration Number	

**Work Experience**

Name of Firm at which Articles were completed	
Trainee Number	
SAICA Discharge Date	

Number of years of experience with word processing	
Number of years of experience with spreadsheets	
Number of years of experience with presentation software packages	

Employer	
Position Held	
Employment Period	

**KWAZULU-NATAL PROVINCE**TREASURY  
REPUBLIC OF SOUTH AFRICA

<b>Municipal Assignment 1</b>	
Name of Municipality/Municipal Entity	
Role on Assignment	
Start and End Date of Assignment	
Duration of Assignment <b>(no. of weeks)</b>	
Brief Description of Assignment	

<b>Municipal Assignment 2</b>	
Name of Municipality/Municipal Entity	
Role on Assignment	
Start and End Date of Assignment	
Duration of Assignment <b>(no. of weeks)</b>	
Brief Description of Assignment	

<b>Municipal Assignment 3</b>	
Name of Municipality/Municipal Entity	
Role on Assignment	
Start and End Date of Assignment	
Duration of Assignment <b>(no. of weeks)</b>	
Brief Description of Assignment	

<b>Employer</b>	
Position Held	
Employment Period	

<b>Municipal Assignment 1</b>	
Name of Municipality/Municipal Entity	
Role on Assignment	
Start and End Date of Assignment	
Duration of Assignment <b>(no. of weeks)</b>	
Brief Description of Assignment	

**KWAZULU-NATAL PROVINCE**TREASURY  
REPUBLIC OF SOUTH AFRICA

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<b>Municipal Assignment 2</b>	
Name of Municipality/Municipal Entity	
Role on Assignment	
Start and End Date of Assignment	
Duration of Assignment ( <b>no. of weeks</b> )	
Brief Description of Assignment	

<b>Municipal Assignment 3</b>	
Name of Municipality/Municipal Entity	
Role on Assignment	
Start and End Date of Assignment	
Duration of Assignment ( <b>no. of weeks</b> )	
Brief Description of Assignment	

**NOTE:**

- Work experience for the resource is to be detailed in the tables provided above.
- **Only relevant Municipal experience as required by the Terms of Reference is to be provided.**
- Please ensure that the experience is separated per the relevant position held by the resource, even if the resource is employed by the same firm.
- Duration of Assignment must be indicated as number of weeks.
- Add more employers and/or projects where required.

**EXAMPLE:**

<b>Employer</b>	XYZ Consulting
Position Held	Consultant
Employment Period	2013-06-01 to 2015-02-28

<b>Municipal Assignment 1</b>	Preparation of monthly reconciliations
Name of Municipality/Municipal Entity	XXX Municipality
Role on Assignment	Junior consultant
Start and End Date of Assignment	2013-07-01 to 2013-09-30
Duration of Assignment ( <b>no. of weeks</b> )	8 weeks
Brief Description of Assignment	XXX

<b>Employer</b>	ABC Accountants
Position Held	Manager
Employment Period	2015-03-01 to current

<b>Municipal Assignment 1</b>	Review of Annual Financial Statements
Name of Municipality/Municipal Entity	ZZZ Municipality
Role on Assignment	Manager
Start and End Date of Assignment	2015-04-01 to 2015-08-31
Duration of Assignment ( <b>no. of weeks</b> )	10 weeks
Brief Description of Assignment	XXXX



**APPENDIX 1**

**DECLARATION FORM**

I, the undersigned, (first names and surname) .....

I.D.....resources contact number....., in my capacity as a consultant hereby declare that:

1. the information provided in my CV and in this document is true, and
2. I have permitted company .....to submit my CV in responses to BID 1259/2025-F.

I further declare that:

3. I am currently employed/not employed by the state:

(Indicate X in the appropriate column)

<b>EMPLOYED BY STATE</b>		<b>NOT EMPLOYED BY STATE</b>	
------------------------------	--	----------------------------------	--

4. I am/I am not connected with KZN Provincial Treasury in any manner or have any relationships (family, friend, other) with a person/s employed by the State/KZN Provincial Treasury or with any person who may be involved with the evaluation and/or adjudication of this bid:

(Indicate X in the appropriate column)

YES		NO	
-----	--	----	--

If YES, provide details as follows:

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5. I am/not currently employed in any projects of the state.

(Indicate X in the appropriate column)

YES		NO	
-----	--	----	--



If YES, provide details as follows:

Project/Assignment: Department/Municipality	Order No.	Start Date	End Date	Available Hours

\_\_\_\_\_  
Signature of Resource

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Company

\_\_\_\_\_  
Date

***NB: It is imperative that the company ensures that the curriculum vitae (CV) of individual resource is not included in other company's proposal. Should a duplication of CV be identified per category, such CV will be disregarded for the affected services providers in that category during evaluation. By signing the Declaration Form, the resource is granting permission to the company to use his/her CV. KZNPT reserves the right***

***The Department reserves the right to contact the company and/or resources to confirm the information set out herein, furthermore the Department reserves the right to eliminate during the evaluation process CVs of candidates who are engaged on projects that would overlap with the projects required.***