

## KWAZULU-NATAL PROVINCIAL TREASURY

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

### INVITATION TO TENDER – BID 1262/2026-F: APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS TO ASSIST THE KWAZULU-NATAL PROVINCIAL TREASURY: FINANCIAL GOVERNANCE UNIT TO FULFIL ITS OBLIGATIONS IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT BY PROVIDING FINANCIAL AND ASSET MANAGEMENT SUPPORT SERVICES ON AN “AS AND WHEN REQUIRED” BASIS

<b>Company Name</b>	
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The Department invites prospective bidders to submit offers for the appointment of a panel of professional service providers to assist the KwaZulu-Natal (KZN) Provincial Treasury: Financial Governance unit to fulfil its obligations in terms of the Public Finance Management Act (PFMA) by providing financial and asset management support services on an “as and when required” basis.

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 OR SUBMIT RESOLUTION LETTER

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 Financial Governance panel.

### 3. PREFERENCE POINT SYSTEM

Preference point system shall be applicable on a project/assignment basis

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

<b>Preference point system</b>	
<p><b>Price</b></p> <ul style="list-style-type: none"> <li>- The Financial Governance unit 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 in the Consultancy Panel Agreement (CPA). Therefore, all service providers shall be allocated 80 points for price.</li> </ul>	<b>80</b>
<p><b>Specific Goals</b></p> <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 (Supporting evidence such as a copy of the identity document (ID), B-BBEE (Broad-Based Black Economic Empowerment) certificate or sworn affidavit, doctor's note confirming disability, proof of address, and CIPC registration documents will be required to substantiate the points claimed).</li> <li>• Reconstruction and Development Programme (RDP) - Enterprise within KZN and Youth Owned Enterprises (Supporting evidence, such as a copy of the identity document (ID), B-BBEE certificate or sworn affidavit, proof of address, and CIPC registration documents will be required to substantiate the points claimed).</li> </ul> </li> <li>- The bid will be issued with full points for specific goals.</li> <li>- Should the service provider meet any of the functionality requirements 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

#### 4.1 SCM enquiries may be directed to:

- Ms. N. Maphumulo Tel. No. (033) 897 4298 or Ms T. Makhathini Tel No. (033) 897 4440 / e-mail: [acquisition@kzntreasury.gov.za](mailto:acquisition@kzntreasury.gov.za)

#### 4.2 Technical enquiries may be directed to:

- Ms Amritha Singh and Ms Ashnee Singh email: [acquisition@kzntreasury.gov.za](mailto:acquisition@kzntreasury.gov.za)

## 5. COMPULSORY VIRTUAL BRIEFING SESSION

The compulsory virtual briefing session will be held as follows:

**Date: 20 April 2026**

**Time: 10H00**

**Bidders 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 16 April 2026 to attend the virtual briefing session.**

**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 **05 May 2026 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 is 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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## LIST OF ABBREVIATIONS

<b>ABBREVIATION</b>	<b>MEANING</b>
PFMA	PUBLIC FINANCE MANAGEMENT ACT NO. 1 OF 1999
PPPFA	PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT OF 2000
PPR	PREFERENTIAL PROCUREMENT REGULATIONS OF 2022
HDP	HISTORICAL DISADVANTAGE PERSON
B-BBEE	BROAD-BASED BLACK ECONOMIC EMPOWERMENT
RDP	RECONSTRUCTION AND DEVELOPMENT PROGRAMME
GRAP	STANDARD OF GENERALLY RECOGNISED ACCOUNTING PRACTICE
MCS	MODIFIED CASH STANDARDS
IFRS	INTERNATIONAL FINANCIAL REPORTING STANDARDS
AFS	ANNUAL FINANCIAL STATEMENTS
SCOA	STANDARD CHART OF ACCOUNTS
GIAMA	GOVERNMENT IMMOVABLE ASSET MANAGEMENT ACT NO. 19 OF 2007
BAS	BASIC ACCOUNTING SYSTEM
CPA	CONSULTANCY PANEL AGREEMENT
CV	CURRICULUM VITAE
CSD	CENTRAL SUPPLIERS DATABASE

## 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 1262/2026-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 1262/2026-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. **“VAT”** means Value-Added Tax
11. **“KZNPT”** means KwaZulu-Natal Provincial Treasury
12. **“Material”** means failure to disclose crucial information, facts, or data that if known would change the KZNPT's decision

## PART A

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL PROVINCIAL TREASURY</b>					
BID NUMBER:	1262/2026-F	CLOSING DATE:	05 May 2026	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS TO ASSIST THE KWAZULU-NATAL PROVINCIAL TREASURY: FINANCIAL GOVERNANCE UNIT TO FULFIL ITS OBLIGATIONS IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT BY PROVIDING FINANCIAL AND ASSET MANAGEMENT SUPPORT SERVICES ON AN "AS AND WHEN REQUIRED" BASIS</b>				
<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	Nosipho Maphumulo/ Thandeka Makhathini		CONTACT PERSON	Ms Amritha Singh / Ms Ashnee Singh	
TELEPHONE NUMBER	033 897 4298 / 033 897 4440				
E-MAIL ADDRESS	<a href="mailto:acquisition@kzntreasury.gov.za">acquisition@kzntreasury.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:acquisition@kzntreasury.gov.za">acquisition@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.
- 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.

I AM ALSO 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**

**OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

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

Date: 20 April 2026

Time: 10:00am

Service providers 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 16 April 2026 to attend the virtual briefing session.

**Details below not to be completed:**

Site/Building/Institution Involved:

Bid Reference No: \_\_\_\_\_

Goods/Service/Work: \_\_\_\_\_

\*\*\*\*\*

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

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

<b>Departmental Stamp with Signature</b>

**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>1262/2026-F</b>
Closing Time: <b>11:00am</b>	Closing date: <b>05 May 2026</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				
<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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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:  
.....  
.....

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<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, ..... (name) the undersigned, 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;

- 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 projects/assignments 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:

	POINTS
<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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = 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

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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.

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

## 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 ticking the appropriate box hereunder.

<b>CLOSE CORPORATION</b>	<b>(II) COMPANIES</b>	<b>(III) SOLE PROPRIETOR</b>	<b>(IV) PARTNERSHIP</b>	<b>(V) CO-OPERATIVE</b>	<b>(VI) JOINT VENTURE / CONSORTIUM</b>
					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, a separate list should be attached)*

**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: In a case of a Sole proprietor, a director may appoint himself/herself 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 and the National and KwaZulu-Natal Provincial Treasury Instructions / Practice Notes. The KZN Provincial Treasury Bid Evaluation and Adjudication Committees are under no obligation to accept 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 change 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 material omission of relevant facts shall lead to disqualification.

#### 5. AWARD OF BIDS

- 5.1. Bids appointed to the Panel shall be awarded based on the assignment basis.
- 5.2. Bidders to note that appointment to the panel does not guarantee the allocation of work. Bidders admitted to the panel will be invited, on an "as and when required" basis, to submit proposals and/or curriculum vitae for specific assignments. Assignment level selection will be conducted in accordance with the applicable functionality requirements and preference point system.

#### 6. PRICE

- 6.1. The Financial Governance unit 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 in the CPA. Therefore, all offers shall be allocated 80 points for price. However, if the offers received are above the R50 000 000 threshold (all applicable taxes included), then 90 points shall be allocated for price.

## 7. PREFERENCE POINT SYSTEM

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

<b>Preference point system</b>	
<p><b>Price</b></p> <ul style="list-style-type: none"> <li>- The Financial Governance unit 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 in the CPA. Therefore, all companies shall be allocated 80 points.</li> </ul>	<b>80</b>
<p><b>Specific Goals</b></p> <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 (Supporting evidence such as a copy of the identity document (ID), B-BBEE certificate or sworn affidavit, doctor's note confirming disability, proof of address, and CIPC registration documents will be required to substantiate the points claimed).</li> <li>• Reconstruction and Development Programme (RDP)- Enterprise within KZN and Youth Owned Enterprises (Supporting evidence such as a copy of the identity document (ID), B-BBEE certificate or sworn affidavit, proof of address, and CIPC registration documents will be required to substantiate the points claimed).</li> </ul> </li> <li>- The assignments will be issued with full points for specific goals.</li> <li>- Should a service provider meet any of the functionality requirements 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 - assignments.</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>

## 8. ORDERS

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

## 9. WARRANTS

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

9.2 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.

## **10. PAYMENT AND INVOICING**

- 10.1 Payment will only be processed upon receipt, verification of invoices and confirmation by the appropriately authorized officials of actual services rendered.
- 10.2 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.
- 10.3 Invoices must clearly indicate the order number, invoice number and VAT number (where it is applicable).
- 10.4 Any variation to the quantities other than those stipulated in the terms of reference shall be approved by the Department.

## **11. AMENDMENT OF BID CONDITIONS AND ORDER STIPULATIONS OF BID**

- 11.1 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.

## **12. CANCELLATION**

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

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

- 13.1 The Department will verify the tax compliance status of a bidder through CSD or SARS.
- 13.2 Bidders must ensure that their tax status is compliant on CSD or SARS.

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

- 14.1 A bidder submitting an offer must be registered on the Central Suppliers Database (CSD).
- 14.2 A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.
- 14.3 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.
- 14.4 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.
- 14.5 Failure to comply with any of the above will result in the bidder being disqualified.

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

- 15.1 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).
- 15.2 Proposals may be submitted for any or all of the categories indicated in the scope stated in paragraph 3 of the Terms of Reference. Responses should, however, clearly indicate which category the bidder is responding to.
- 15.3 It is imperative that the bidder ensures that the curriculum vitae (CV) of the individual

resource is not included in other company's proposal. Should a duplication of CV be identified within firms, such CV will be disregarded for the affected service providers in that category during evaluation.

## **16. SUBMISSION OF BIDS**

- 16.1 Bids are to be submitted to the offices of the Department, ground floor entrance, 145 Chief Albert Luthuli Street, Pietermaritzburg before **05 May 2026 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.

## **17. TERMINATION OF SERVICES**

- 17.1 Should the Contractor fail to meet the conditions of this contract, or continue rendering unsatisfactory service, the Department 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.

## **18. UNSATISFACTORY PERFORMANCE**

- 18.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 18.2 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.

## **19. LATE OFFERS**

- 19.1 Bids are late if they are received at the address indicated in the tender documents after the closing date and time.
- 19.2 A late bid shall not be considered.

## **20. UNSOLICITED OFFERS**

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

## **21. EQUAL OFFERS ON PROJECTS/ASSIGNMENTS**

- 21.1 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.
- 21.2 If two or more tenderers score equal total points in all aspects, the award must be decided by the drawing of lots.
- 21.3 This process shall be guided by the KZNPT policy and procedures on panel of professional service providers.

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

- 22.1 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.

## **23. CONFIDENTIALITY**

- 23.1 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.

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

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

## **25. NOTIFICATION OF AWARD OF BID**

- 25.1 The publication of an award will be advertised in the same media and e-Tender Portal as the invitation to bid.
- 25.2 Notification of award of a bid shall be in writing to the successful bidder/s by a duly authorised official of the Department.
- 25.3 The letter of acceptance of the bidder's offer or an official order note constitutes a legal and binding contract.

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

- 26.1 The successful bidder shall be required to enter into a Consultancy Panel Agreement (CPA) with the Department.
- 26.2 The bid document constitutes a legal document and a binding contract.

## **27. 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 **28 April 2026 by 15h00**.

### **27.1 All enquiries may be directed to SCM:**

Ms. N. Maphumulo Tel. No. (033) 897 0483 and Ms. T. Makhathini Tel. No. (033) 897 4440 E-mail : [acquisition@kzntreasury.gov.za](mailto:acquisition@kzntreasury.gov.za)

- 27.2 Bidders must note that the minutes of the compulsory briefing session shall be published on the KZNPT's Website within 5 working days from the meeting date.

## **28. JOINT VENTURES/CONSORTIUM**

- 28.1 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.
- 28.2 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.

28.3 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.

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

29.1 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.

29.2 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.

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

30.1 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.

## **31. UNDERTAKING**

31.1 In the event of there being any change in the nature of the Contractor including, but not limited to, inter alia, it's: -

- 31.1.1 Directors, shareholdings, membership and/or management.
- 31.1.2 Constitution, memorandum and/or articles.
- 31.1.3 Service providers, partners, joint venture entities and/or subcontracting parties.
- 31.1.4 Change in specific goals issued with the bid;
- 31.1.5 Any changes ancillary to the above.

31.2 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.

31.3 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:

- 31.3.1 Directors, shareholdings, membership and/or management; trustees;
- 31.3.2 Constitution, memorandum and/or articles; trustee;
- 31.3.3 Service providers, partners, joint venture entities and/or subcontracting parties;
- 31.3.4 Change in specific goals issued with the bid;
- 31.3.5 Any changes ancillary to the above.

31.4 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.

- 31.5 It is imperative that the bidder ensures that the curriculum vitae/CV submitted is not included in other bidder's proposals. Should a duplication of CVs be identified across proposals, such CVs will be disregarded for both bidders during the evaluation process.
- 31.6 The Department reserves the right to eliminate during the evaluation process CVs of candidates who are engaged on assignment that would overlap with the assignment required
- 31.7 The Contractor furthermore undertakes to immediately inform the Department should the Contractor, any of its directors, members, partners, service providers, subcontractors or managers: -
- 31.7.1 has been listed on the National Treasury's Database as entities prohibited from doing business with the public sector.
  - 31.7.2 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);
  - 31.7.3 has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;
  - 31.7.4 has died or ceased to exist;
  - 31.7.5 has a civil judgment taken against it/them by a court of law or any other competent authority;
  - 31.7.6 or their estates being placed under judicial management or being provisionally or finally sequestered or liquidated.
- 31.8 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: -
- 31.8.1 immediately cancel the contract;
  - 31.8.2 revisit the contract and issue directives with regard to the remaining term of the contract;
  - 31.8.3 engage the services of other parties and service providers;
  - 31.8.4 engage the service of the next favourable bidder;
  - 31.8.5 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.
  - 31.8.6 recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;
  - 31.8.7 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.

## **32. CESSION OF CONTRACT**

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

### 33. 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 for 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:**

- 33.1 The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.
- 33.2 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.
- 33.3 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.
- 33.4 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.
- 33.5 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)**

## SECTION L

### TERMS OF REFERENCE

#### **APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS TO ASSIST THE KZN PROVINCIAL TREASURY: FINANCIAL GOVERNANCE UNIT TO FULFIL ITS OBLIGATIONS IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT BY PROVIDING FINANCIAL AND ASSET MANAGEMENT SUPPORT SERVICES ON AN “AS AND WHEN REQUIRED” BASIS**

#### **1. BACKGROUND**

1.1 The KwaZulu-Natal Provincial Treasury (KZNPT) must perform functions assigned to it in terms of the Public Finance Management Act No 1 of 1999 (PFMA) and is responsible for *inter alia* the following:

- a) Ensure compliance with the PFMA by all Provincial Departments and Provincial Public Entities;
- b) Ensure sound accounting practices by ensuring that financial norms and standards are in place in the Province;
- c) Must in terms of S18 (1) (c) of the PFMA promote and enforce transparency and effective management in respect of revenue, expenditure, assets and liabilities of Provincial Departments and Provincial Public Entities;
- d) Must, in terms of section 18 (2) (g) of the PFMA intervene in the financial management of departments and public entities under certain circumstances;
- e) May assist Provincial Departments and Provincial Public Entities in building their capacity for efficient, effective and transparent financial management; and
- f) May do anything further that is necessary to fulfil its responsibilities effectively.

1.2 The Financial Governance Unit of the KwaZulu-Natal Provincial Treasury, through the Office of the Provincial Accountant General, monitors financial management in the provincial administration and provides direct assistance and support to Provincial Departments and Public Entities in terms of provisions of the PFMA, Treasury Regulations and applicable prescripts issued by the National or Provincial Treasury.

The Financial Governance Unit provides support and guidance for Provincial Departments and Public Entities as follows:

- a) Implementation of the accounting reporting frameworks, Standards of Generally Recognized Accounting Practice (GRAP) and Modified Cash Standards (MCS), and any amendments thereto;
- b) Financial management support in the interim and annual financial statements preparation process;
- c) Audit readiness support and quality assurance;
- d) Audit and Technical support on financial management related matters;
- e) Movable asset management;
- f) Immovable asset management;
- g) Financial reconciliations and accounting practices;
- h) Implementation of accounting policies, instruction notes, procedures and circulars;

- i) Financial management and reporting;
- j) Performance management and evaluation;
- k) Temporary provision of financial management resources to departments and public entities;
- l) Financial management training in various accounting standards and frameworks;
- m) Implementation of financial management reforms as required by the National Treasury; and
- n) Development and review of financial management policies and standard operating procedures.

1.3. The successful service providers will report to the Office of the Provincial Accountant General in relation to assignments for financial management assistance.

1.4. Service providers on the panel will be required to provide suitable resources to provide assistance in the various categories of financial management and will be required to work within the budgets agreed upon.

## 2. OBJECTIVE

2.1 The Financial Governance Unit requires, from time to time, external assistance to complement its current capacity in order to fulfil its financial and asset management responsibilities to Provincial Departments and Public Entities. Majority of the assistance is required at short notice and it is therefore the intention of the Financial Governance Unit to form a panel of experienced and competent service providers in the various fields of financial and asset management.

## 3. SCOPE OF WORK

3.1 The following skills may be required by the KZNPT on an “as and when needed” basis for a period of 36 months, commencing upon the award of the contract:

Category of Service	Skills required	Description of Services
3.1.1. Financial Management: <ul style="list-style-type: none"> <li>• Implementation of GRAP/MCS/IFRS standards as well as related Financial Reporting matters.</li> <li>• Implementation of accounting policies, National and Provincial Treasury guidelines and frameworks,</li> </ul>	<ul style="list-style-type: none"> <li>• Knowledge and expertise in the application of the MCS, GRAP and IFRS in the Public Sector.</li> <li>• Knowledge and understanding of the Public Sector Annual Financial Statement requirements.</li> <li>• Knowledge of the Government Standard Chart of Accounts (SCOA) for Departments.</li> </ul>	Provide support and advise to the Financial Governance Unit and /or client departments and public entities on the following, as applicable: <ul style="list-style-type: none"> <li>• Implementation of GRAP, IFRS or MCS standards.</li> <li>• Compile interim and annual financial statements (AFS), in accordance with the relevant accounting frameworks;</li> <li>• Provide advice and support in implementation of Department SCOA to ensure both the accurate recording of transactions and alignment of</li> </ul>

Category of Service	Skills required	Description of Services
<p>instruction notes, procedures and circulars for financial management.</p>	<ul style="list-style-type: none"> <li>• Knowledge and experience in working with Government systems including but not limited to BAS and PERSAL.</li> <li>• Experience in addressing audit related matters in the public sector.</li> <li>• Knowledge of the PFMA, associated regulations and instruction notes.</li> <li>• Knowledge of the Performance Management frameworks for Provincial Departments and Public Entities.</li> <li>• Knowledge and experience in providing training on GRAP, IFRS, MCS and other relevant accounting frameworks.</li> </ul>	<p>trial balances.</p> <ul style="list-style-type: none"> <li>• Preparation or review of financial management reconciliations and working papers.</li> <li>• Development and roll out of any accounting pronouncements or National and KZN Provincial Treasury instruction notes, policies, procedures and circulars.</li> <li>• Develop a proper working paper file in support of the financial statements prepared.</li> <li>• Assist with providing guidance on audit queries.</li> <li>• Provide support in the implementation of internal control measures and processes.</li> <li>• Review financial statements to ensure compliance with accounting standards and legislation.</li> <li>• Assess and provide support in the implementation of the audit action and AFS preparation plans.</li> <li>• Deployment of resources to public entities and departments to address identified audit matters and/or financial management processes as and when required.</li> <li>• Transfer of skills to officials.</li> <li>• Provide assistance to Provincial Revenue Fund.</li> <li>• Provide assistance in terms of equitable share and Conditional Grant funding and allocation.</li> <li>• Assist with Basic Accounting System (BAS) and the provincial banking system.</li> <li>• On-site support on</li> </ul>

Category of Service	Skills required	Description of Services
		<p>performance management matters as required.</p> <ul style="list-style-type: none"> <li>• Provision of guidance and training in implementation of new reform requirements, as released by National Treasury, including on-site support.</li> <li>• Conduct training on various accounting practices and standards to Provincial Departments and Public Entities.</li> </ul>
<p>3.1.2. Movable and Immovable Asset management</p>	<ul style="list-style-type: none"> <li>• Knowledge and experience in financial reporting or auditing of assets in accordance with MCS, GRAP and IFRS as required.</li> <li>• Knowledge and experience in support on asset related NT guidelines and frameworks, GIAMA, KZN Land Administration Act as required.</li> <li>• Knowledge and experience in working with Government systems including but not limited to BAS and HARDCAT.</li> <li>• Knowledge and experience in providing training on assets in accordance with GRAP, IAS, IFRS, MCS and other relevant financial management frameworks.</li> </ul>	<p>Provide support and advise to the Financial Governance Unit and /or client departments and public entities on the following, as applicable:</p> <ul style="list-style-type: none"> <li>• Implement all guidelines and accounting frameworks in relation to movable and immovable asset management.</li> <li>• Address audit outcomes and provide proactive solutions.</li> <li>• Perform detailed reconciliations of all movable and immovable assets to both the asset registers and annual financial statements.</li> <li>• Reconcile all government properties (immovable assets) to the government asset registers, municipal valuation rolls deeds office and annual financial statements.</li> <li>• Address the “vesting process” for government properties to ensure a complete immovable asset register.</li> <li>• Understand fully the accounting implications of work in progress and implement and maintain a sound financial system for the</li> </ul>

Category of Service	Skills required	Description of Services
		<p>recording thereof.</p> <ul style="list-style-type: none"> <li>• Reconstruct and implement any new or existing asset management system.</li> <li>• Compile or review public entity and department asset registers in compliance with the accounting frameworks.</li> <li>• Deployment of resources to public entities and departments to address identified asset audit matters and related asset management processes as and when required.</li> <li>• Transfer of skills to officials within the public entity /department.</li> <li>• Conduct training on various accounting practices and standards to Provincial Departments and Public Entities.</li> </ul>

3.2 The following remains the responsibility of the service provider:

- a) Management of travel, accommodation, incidental and other subsistence costs of its resources;
- b) Provision of adequately capacitated resources;
- c) Vetting of resources provided;
- d) Provide assurance on the quality of services provided;
- e) Adhere to contractual agreements; and
- f) Confirmation of validity of the qualifications of resources submitted.

#### 4. DELIVERABLES

- 4.1. As and when services are required, bidders appointed on this panel will be issued with request for proposals / CVs in accordance with the KZNPT Policy and Procedures on panel of professional service providers. Assignments will be allocated by the Financial Governance Programme, based on their assessed suitability as required by the Terms of Reference for each assignment.
- 4.2. The outputs will be specified for each individual assignment in the relevant Terms of Reference, as and when required, and will be related to the “Description of Service” indicated in the table under 3.1 above.

- 4.3. The service providers must have the capacity, functional skills, knowledge and experience, to provide the services required at a level acceptable to KZN Provincial Treasury.
- 4.4. Engagement letters will be signed between the service provider and the KZN Provincial Treasury for each assignment awarded.

## **5. COMMUNICATION AND REPORTING**

- 5.1 The successful bidder(s) will report to the Financial Governance Unit in relation to assignments in accordance with agreed terms as would be documented in the Terms of Reference.
- 5.2 Particular assignments will be initiated by means of an engagement letter issued to the successful bidders awarded, following a shortlisting and interview process.
- 5.3 Depending on the Terms of Reference of each assignment, the deliverable per assignment will include:
  - a) Preparation and submission of a project/assignment plan;
  - b) Completion of timesheets;
  - c) A weekly/monthly progress report;
  - d) Evidence supporting the work performed, engagements held, evidence of on-the-job training and formal training sessions conducted;
  - e) Preparation of a close out report in terms of deliverables achieved and staff that have been capacitated; and
  - f) Timeous submission of invoices and reconciliation of project/assignment hours.

## **6. ASSIGNMENTS CONDITIONS**

- 6.1 Service Providers will be required to submit a declaration form, signed by each resource submitted, confirming their availability.
- 6.2 Service providers shall treat all available data, methodologies and templates provided by the Financial Governance Programme as strictly confidential and shall not be used for any form of distribution or use other than on the assignment in respect of which the information was made available. The information of the assignment remains the property of the KZN Provincial Treasury.
- 6.3 It is imperative that the bidder ensures that the curriculum vitae (CV) of individual resource is not included in other bidder's proposal. Should a duplication of CV be identified per category, such CV will be disregarded for the affected bidders in that category during evaluation.
- 6.4 As and when assignments are agreed upon, the KZNPT will stipulate the rates to be paid per consultant in terms of experience, preferably separated between junior, intermediate, senior consultants and project manager. The Service Provider is required to specifically indicate its acceptance of this condition in the CPA.
- 6.5 Payment will only be made upon approved deliverables. The appointed service provider should note that no payment will be made should the Department / Public entity not be satisfied with the standard of deliverables.

## 7. EVALUATION GUIDE

The selection of the service providers to be placed on the panel will be subject to the criteria set out in the **Evaluation Criteria**. Guide for the selection of suitable service providers will be undertaken on the following basis:

### (a) Company Experience

- i. The bidder must submit **ONLY one (1) traceable reference letter** from previous client indicating performance of the bidder in the relevant category of service.
- ii. The letter of reference submitted must be for assignments undertaken and successfully completed by the firm in the previous ten (10) years (i.e. from 1 April 2016 – 5 May 2026). Reference letters for assignment undertaken older than ten years will not be considered.
- iii. The reference letter must indicate the following:
  - The letterhead of the public sector institution where the work was undertaken
  - Name of the project/assignment
  - Comprehensive description of the work performed
  - Confirmation that the bidder had successfully executed the project/assignment.
  - The duration of the project/assignment (**start and end date** must indicate the **day, month and the year**)
  - Referees names and contact numbers
  - Reference letter must be signed by the relevant client signatory.

**The reference letter submitted by the bidder must clearly address all the requirements stipulated in clause 7(a) of the Terms of Reference. Failure to comply with all the specified requirements will result in the reference letter being deemed non-responsive, and the bidder will be allocated 0 points for this criterion.**

*The KZNPT reserves the right to verify the information provided by the bidders.*

### (b) Key Personnel

- i. The experience and qualification of the firm's key personnel (specialists):
  - Firm must submit **ONLY two (2) CVs** of specialists **per category of service**, that demonstrate experience in the public sector as per the categories of services mentioned above in paragraph 3.1 with a certified copy/s of the relevant qualifications of the Key Personnel. Relevant qualification includes Accounting, Public Administration or Commerce (with majors in Accounting).

**NB: Cost Accounting/Management Accounting as majors shall not be considered.**

- ii. The firm must provide the following for each key personnel:
  - The comprehensive curriculum vitae (in the format provided in Annexure A) indicating the key performances relating to the category of service/s and the duration of service.
  - Certified copy/s of qualifications. **Where the qualification title does not clearly indicate**

**a major in Accounting an official statement of results must also be provided.**

- Specify start and end date of contract/ assignment/ project (**start and end date** must indicate the **day, month and the year**).
  - Contactable references.
- iii. Statement of Results that lack the necessary information required for evaluation of Qualification will result in the key personnel being deemed non-responsive and rejected.
- iv. **CVs that are not submitted in the prescribed format in Annexure A shall be deemed to be non-responsive and rejected.**
- v. *It is imperative that the bidder ensures that the curriculum vitae (CV) of individual resource is not included in other bidder's proposal. Should a duplication of CV be identified per category, such CV will be disregarded for the affected bidders in that category during evaluation.*

(c) Bidders must indicate the name of the resource for each category that they are bidding for below;

List of Categories	Name of Key Personnel
Financial Management	1.
	2.
Movable and Immovable Asset Management	1.
	2.

**Bidders intending to submit the same CVs for both categories must complete the name of the proposed resources in the table above. The CV must clearly demonstrate the relevant experience for each category of service as specified in Section 3.1.**

## 8. EVALUATION CRITERIA

### 8.1 Evaluation will be based on:

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

### 8.2 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:

<b>COMPULSORY BID FORMS</b>		<b>TICK TO INDICATE SUBMISSION</b>
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.

### 8.3 Phase 2: Functionality Scoring

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

<b>TECHNICAL SCORECARD</b>
<b>Technical Skills &amp; Experience/Functionality in respect of the following Categories of Service</b>
Financial Management
Movable and Immovable Asset Management
<i>Only bidders that have attained competency level/s of 65% and higher will be considered for admission to the respective categories of service.</i>

Bids that score less than 65% of the points allocated for functionality will be eliminated from further participation in the bid evaluation process. In order to ensure meaningful evaluation, bidders must submit detailed information in substantiation of the evaluation criteria mentioned.

Proposals from prospective bidders will be evaluated on functionality in accordance with the following matrix:

#### b) **Functionality Criteria Matrix**

Proposals from prospective bidders will be evaluated on functionality in accordance with the following matrix:

<b>1. Financial Management Support</b>			
<b>FUNCTIONALITY CRITERIA</b>		<b>SCORE</b>	
<b>DESCRIPTION</b>	<b>Evidence Required</b>	<b>Points</b>	<b>Maximum Points</b>
<b>1.1 Company Experience</b>	<ul style="list-style-type: none"> <li>• The bidder must submit <b>ONLY one (1)</b> traceable reference letter from previous client indicating performance of the bidder in the Financial Management Support services.</li> <li>• The letter of reference submitted must be for assignments undertaken and successfully completed by the firm in the previous ten (10) years (i.e. from 1 April 2016 to 5 May 2026). Reference letters for assignment undertaken older than ten years will not be considered.</li> <li>• The reference letter must indicate the following: <ul style="list-style-type: none"> <li>- The letterhead of the public sector institution where the work was undertaken</li> <li>- Name of the project/assignment</li> <li>- Comprehensive description of the work performed</li> <li>- Confirmation that the bidder had successfully executed the project/assignment.</li> <li>- The duration of the project/assignment (start and end date must indicate the day, month and the year)</li> <li>- Referees names and contact numbers</li> <li>- Reference letter must be signed by the relevant client signatory.</li> </ul> </li> </ul> <p><b>The reference letter submitted by the bidder must clearly address all the requirements stipulated in clause 7(a) of the Terms of Reference. Failure to comply with all the specified requirements will result in the reference letter being deemed non-responsive, and the bidder will be allocated 0 points for this criterion.</b></p>	<ul style="list-style-type: none"> <li>- <b>1 relevant project with all the required information = 10</b></li> <li>- <b>Reference letter not provided= 0</b></li> <li>- <b>Reference letter not signed= 0</b></li> <li>- <b>Reference letter not on the letterhead of the Public institution= 0</b></li> <li>- <b>Public sector experience older than 10 years= 0</b></li> </ul>	<b>10</b>
<b>Total for Company Experience</b>			<b>10</b>

<p><b>1.2 Key Personnel</b></p>	<ul style="list-style-type: none"> <li>Firm must submit <b>ONLY two (2) CVs</b> of key personnel that demonstrate the qualification and experience of the firm's key personnel (specialists) in public sector Financial Management Support: <ul style="list-style-type: none"> <li>Implementation or auditing of GRAP/MCS/ IFRS standards as well as related Financial Reporting matters; and</li> <li>Implementation or auditing of accounting policies, frameworks, instruction notes, procedures and circulars for financial management.</li> </ul> </li> <li>The firm must provide the following for the key personnel: <ul style="list-style-type: none"> <li>The comprehensive curriculum vitae indicating the key performances relating to public sector Financial Management Support</li> <li>Certified copy/s of qualifications</li> <li>Duration of experience (start and end date must indicate the day, the month and the year i.e. dd/mm/yyyy)</li> <li>Contactable references</li> </ul> </li> </ul> <p><b>CVs that are not submitted in the prescribed format in Annexure A shall be deemed to be non-responsive and rejected.</b></p> <p><b>Certified copy/s of qualifications. Where the qualification title does not clearly indicate a major in Accounting, an official statement of results must also be provided.</b></p> <p><b>Statement of Results that lack the necessary information required for evaluation of Qualification will result in the key personnel being deemed non-responsive and rejected.</b></p>	<p><b>Individual Qualification: Relevant Qualification in Accounting, Public Administration or Commerce (with majors in Accounting):</b></p> <ul style="list-style-type: none"> <li>National Diploma (NQF 6) of Relevant Qualification =4</li> <li>Degree (NQF 7) of Relevant Qualification =6 Honours Degree or CTA/PGDA (NQF 8) of Relevant Qualification = 8</li> <li>Masters Degree (NQF 9) in Relevant Qualification or CA(SA). = <b>10</b></li> <li>No relevant Qualification = <b>0</b></li> </ul>	<p><b>10*2=20 (maximum of 10 per resource)</b></p>
		<p><b>Individual Experience:</b></p> <ul style="list-style-type: none"> <li>1 ≥ 2 years = 3 points (greater than 1 year, less than 2 years)</li> <li>2 ≥ 3 years = 6 points (greater than or equal to 2 years, less than 3 years)</li> <li>3 ≥ 4 years = 9 points (greater than or equal to 3 years, less than 4 years)</li> <li>4 ≥ 5 years = 12 points (greater than or equal to 4 years, less than 5 years)</li> <li>≥ 5 years = 15 points (greater than or equal to 5 years)</li> </ul> <p><b>NB:</b></p> <ul style="list-style-type: none"> <li>A minimum reporting period of three (3) months or twelve (12) weeks per project/assignment shall qualify for one (1) full year of allocated points.</li> <li>Where there is an overlapping of months or weeks in one reporting period, ONLY one (1) full year points shall be allocated.</li> <li>Where the project/assignment involves two financial year</li> </ul>	<p><b>15*2 =30 (maximum of 15 per resource)</b></p>

		<p>transactions in one reporting period, ONLY one (1) full year points shall be allocated.</p> <p>- Where multiple projects/assignments are executed in one calendar year, ONLY one (1) full year points shall be allocated.</p>	
<b>Total for Key Personnel</b>			<b>50</b>
<b>Total Score for Financial Management Support</b>			<b>60</b>
<b>Minimum functionality threshold</b>			<b>65%</b>

**Only bidders that have attained competency level/s of 65% and higher will be considered for the Movable and Financial Management Support Category. Bids that score less than 65% of the points allocated for functionality shall result in the bidder considered non-responsive and shall be rejected.**

<b>2. Movable and Immovable Asset Management</b>			
<b>FUNCTIONALITY CRITERIA</b>		<b>SCORE</b>	
<b>DESCRIPTION</b>	<b>Evidence Required</b>	<b>Points</b>	<b>Maximum Points</b>
<b>2.1 Company Experience</b>	<ul style="list-style-type: none"> <li>• The bidder must submit <b>ONLY one (1)</b> traceable reference letter from previous client indicating performance of the bidder in the Financial Management Support services.</li> <li>• The letter of reference submitted must be for assignments undertaken and successfully completed by the firm in the previous ten (10) years (i.e. from 1 April 2016 to 5 May 2026). Reference letters for assignment undertaken older than ten years will not be considered.</li> <li>• The reference letter must indicate the following: <ul style="list-style-type: none"> <li>- The letterhead of the public sector institution where the work was undertaken</li> <li>- Name of the project/assignment</li> <li>- Comprehensive description of the work performed</li> <li>- Confirmation that the bidder had successfully executed the project/assignment.</li> <li>- The duration of the project/assignment (start and</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>- <b>1 relevant project with all the required information = 10</b></li> <li>- <b>Reference letter not provided= 0</b></li> <li>- <b>Reference letter not signed= 0</b></li> <li>- <b>Reference letter not on the letterhead of the Public institution= 0</b></li> <li>- <b>Public sector experience older than 10 years = 0</b></li> </ul>	<b>10</b>

	<p>end date must indicate the day, month and the year)</p> <ul style="list-style-type: none"> <li>- Referees names and contact numbers</li> <li>- Reference letter must be signed by the relevant client signatory.</li> </ul> <p><b>The reference letter submitted by the bidder must clearly address all the requirements stipulated in clause 7(a) of the Terms of Reference. Failure to comply with all the specified requirements will result in the reference letter being deemed non-responsive, and the bidder will be allocated 0 points for this criterion.</b></p>		
<b>Total for Company Experience</b>			<b>10</b>
<b>2.2 Key Personnel</b>	<ul style="list-style-type: none"> <li>• Firm must submit <b>ONLY two (2)</b> CVs of key personnel, that demonstrate their qualifications and experience in the public sector on financial reporting or auditing of Moveable and/or Immoveable Asset Management.</li> <li>• The firm must provide the following for the key personnel: <ul style="list-style-type: none"> <li>- The comprehensive curriculum vitae indicating the key performances relating to the category of service/s</li> <li>- Certified copy/s of qualifications</li> <li>- Duration of experience (start and end date must indicate the month and the year)</li> <li>- Contactable references</li> </ul> </li> </ul>	<p><b>Individual Qualification: Relevant Qualification in Accounting, Public Administration or Commerce (with majors in Accounting):</b></p> <ul style="list-style-type: none"> <li>- National Diploma (NQF 6) of Relevant Qualification = <b>4</b></li> <li>- Degree (NQF 7) of Relevant Qualification = <b>6</b></li> <li>- Honours Degree / or CTA/PGDA(NQF 8) of Relevant Qualification = <b>8</b></li> <li>- Masters and above (NQF 9) of Relevant Qualification or CA(SA) , = <b>10</b></li> <li>- No Qualification = <b>0</b></li> </ul>	<b>10*2=20 (maximum of 10 per resource)</b>

	<p><b>CVs that are not submitted in the prescribed format in Annexure A shall be deemed to be non-responsive and rejected.</b></p> <p><b>Certified copy/s of qualifications. Where the qualification title does not clearly indicate a major in Accounting, an official statement of results must also be provided.</b></p> <p><b>Statement of Results that lack the necessary information required for evaluation of Qualification will result in the key personnel being deemed non-responsive and rejected.</b></p>	<p><b>Individual Experience:</b></p> <ul style="list-style-type: none"> <li>- 1 ≥ 2 years = 3 points (greater than 1 year, less than 2 years)</li> <li>- 2 ≥ 3 years = 6 points (greater than or equal to 2 years, less than 3 years)</li> <li>- 3 ≥ 4 years = 9 points (greater than or equal to 3 years, less than 4 years)</li> <li>- 4 ≥ 5 years = 12 points (greater than or equal to 4 years, less than 5 years)</li> <li>- ≥ 5 years = 15 points (greater than or equal to 5 years)</li> </ul> <p><b>NB:</b></p> <ul style="list-style-type: none"> <li>- A minimum reporting period of three (3) months or twelve (12) weeks per project/assignment shall qualify for one (1) full year of allocated points.</li> <li>- Where there is an overlapping of months or weeks in one reporting period, ONLY one (1) full year points shall be allocated.</li> <li>- Where the project/assignment involves two financial year transactions in one reporting period, ONLY one (1) full year points shall be allocated.</li> <li>- Where multiple projects/assignments are executed in one calendar year, ONLY one (1) full year points shall be allocated.</li> </ul>	<p>15*2=30 <b>(maximum of 15 per resource)</b></p>
<b>Total for Key Personnel</b>		<b>50</b>	
<b>Total Score for Movable and Immovable Asset Management</b>		<b>60</b>	
<b>Minimum functionality threshold</b>		<b>65%</b>	

**Only bidders that have attained competency level/s of 65% and higher will be considered for the Movable and Immovable Asset Management Category. Bids that score less than 65% of the points allocated for functionality shall result in the bidder considered non-responsive and shall be rejected.**

## ANNEXURE A: CURRICULUM VITAE FORMAT

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

Service Provider	
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### Resource Details

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

### Qualifications

Qualification	
Major subjects	
Institution	
Year Completed	
NQF Level	

Qualification	
Major subjects	
Institution	
Year Completed	
NQF Level	

<b>Qualification</b>	
<b>Major subjects</b>	
<b>Institution</b>	
<b>Year Completed</b>	
<b>NQF Level</b>	

<b>Qualification</b>	
<b>Major subjects</b>	
<b>Institution</b>	
<b>Year Completed</b>	
<b>NQF Level</b>	

## Work Experience

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

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

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

<b>Assignment 3</b>	
Name of Institution	
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>Assignment 1</b>	
Name of Institution	
Role on Assignment	
Start and End Date of Assignment	
Duration of Assignment ( <b>no. of weeks</b> )	
Brief Description of Assignment	

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

<b>Assignment 3</b>	
Name of Institution	
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 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/assignments where required.

**EXAMPLE:**

<b>Employer</b>	XYZ Consulting
Position Held	Consultant
Employment Period	2017-06-01 to 2018-02-28

<b>Assignment 1</b>	Preparation of monthly reconciliations
Name of Institution	Department of XXX
Role on Assignment	Senior consultant
Start and End Date of Assignment	2017-07-01 to 2017-09-30
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	2018-03-01 to 31-03-2026

<b>Assignment 1</b>	Review of Annual Financial Statements and Audit Support
Name of Institution	Department of ZZZ
Role on Assignment	Manager
Start and End Date of Assignment	2018-04-01 to 2018-07-31
Duration of Assignment ( <b>no. of weeks</b> )	16 weeks
Brief Description of Assignment	XXXX

**DECLARATION FORM**

I, the undersigned, (first names and surname) \_\_\_\_\_

I.D.: \_\_\_\_\_, in my capacity as a consultant permitted and engaged by company name \_\_\_\_\_, hereby declare

that:

1. 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>	
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2. 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	
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If YES, provide details as follows:

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

(Indicate X in the appropriate column)

YES		NO	
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If YES, provide details as follows:

Project/Assignment: Name of institution	Order No.	Start Date	End Date	Available Hours

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

***NB: It is imperative that the bidder ensures that the curriculum vitae (CV) of individual resource is not included in other bidder's proposal. Should a duplication of CV be identified per category of service, such CV will be disregarded for the affected bidders in that category of service during evaluation. By signing this form, the resource is granting permission to the bidder to use his/her CV.***