



**KWAZULU-NATAL
LEGISLATURE**

AN ACTIVIST PEOPLE-CENTRED LEGISLATURE

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SUBJECT: APPOINTMENT OF PANEL OF FIVE INTERNAL AUDIT SERVICE PROVIDERS THAT WILL OPERATE ON A CO-SOURCED BASIS FOR THREE YEARS

Date 28 March 2024

BID NUMBER: KZNL 5/2023

Company Registration No. _____

Type of Bidder (Tick One Box)	
One-person Business/Sole Trader	
Close Corporation	
(Pty) Ltd	
Private Company	
Partnership	
Consortium/Joint Venture	
Co-operative	

RETURN OF PROPOSAL

**Proposal must be deposited in the Bid Box situated at Ground Floor,
KZN Legislature, 244 Langalibalele Street
PIETERMARITZBURG 3201**



KWA-ZULU-NATAL LEGISLATURE
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SECTION A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF
THE KWAZULU-NATAL LEGISLATURE

BID NUMBER: **KZNL 5/2023** CLOSING DATE: **03 May 2024** CLOSING TIME: **11:00**

DESCRIPTION: **APPOINTMENT OF PANEL OF FIVE INTERNAL AUDIT SERVICE PROVIDERS THAT WILL OPERATE ON A CO-SOURCED BASIS FOR THREE YEARS**

CONTRACT PERIOD: **THREE (3) YEARS**

VALIDITY PERIOD: **120 DAYS**

A tender briefing session will be held on 10 April 2024 at 12h00 via Microsoft Teams. Interested bidders are requested to forward their email addresses and the name of the company to tenders@kznleg.gov.za by 09 April 2024.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 13.1 or 13.2) depending on the nature of the supply/service

BID DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED AT: Ground Floor, KZN Legislature 244 Langalibalele Street PIETERMARITZBURG 3201	THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIME: MONDAY TO FRIDAY (EXCLUDING PUBLIC HOLIDAYS) 08:00 TO 16:00
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Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER _____

POSTAL ADDRESS _____

STREET ADDRESS _____

TELEPHONE NUMBER CODE _____ NUMBER _____

CELLPHONE NUMBER _____

FACSIMILE NUMBER CODE _____ NUMBER _____

E-MAIL ADDRESS _____

VAT REGISTRATION NUMBER _____

CENTRAL SUPPLIER DATABASE (CSD) NO. _____

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (Section B) YES NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (Section F) YES NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

[TICK APPLICABLE BOX]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....

A REGISTERED AUDITOR

(A B-

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE: R.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: Mr N Ngcamu

Tel: 033 355 7548

E-mail address: ngcamun@kznleg.gov.za

ANY ENQUIRIES REGARDING THE TECHNICAL SPECIFICATION MAY BE DIRECTED TO:

Contact Person: Ms Rowanne Moodley

Tel: 083 790 9505

E-mail address: moodleyr@kznleg.gov.za

SECTION B

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
3. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
5. Bids submitted must be complete in all respects. (All sections must be completed).
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. No bid submitted by telefax, telegraphic or other electronic means will be considered.
12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
13. Any alteration made by the bidder must be initialed.
14. Use of pencil and correcting fluid is prohibited.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. 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.
18. All consortia/joint ventures must submit individual company valid tax clearance certificate with pin. (Where required, individual company profiles must be included).
19. If a **compulsory briefing session/site inspection** is held, the bid document must be stamped and signed at the session. Failure to comply will render the bid disqualified at the time of closure of the bid.
20. The Legislature is not bound to accept any of the proposals submitted and reserves the right to cancel the bid at any time and to call for the best and final offers from shortlisted bidders before final selection.
21. The Legislature reserves the right to call for presentations/interviews with shortlisted bidders before final selection.
22. The Legislature reserves the right to appoint more than one service provider.
23. Prices will be deemed as firm for the first year and subject to statutory price increases. (**Note:** Any price escalation will be subjected to approval by the Legislature and will only be affected after the first completed year)
24. All bidders must attach all required annexures.
25. Bidding documents must be completed in accordance to the conditions and bidding rules contained therein.
26. The lowest or any proposal will not necessarily be accepted and the KZN Legislature reserves the right not to consider any proposal, not suitably endorsed or comprehensively completed, as well as the right to accept a proposal in whole or in part.
27. In the event the business is a going concern, it is the obligation of the company to submit proof of such a transaction
28. Registration on National Treasury's Central supplier Database (CSD) is compulsory. For more information on how to register go to www.csd.gov.za . Failure to submit a CSD supplier registration report will result in the disqualification of proposals.

SECTION D

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 interest¹ 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 table below.

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other

¹ 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.

related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² 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.

² 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.

- 3.4 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.
- 3.5 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.
- 3.6 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

SECTION E

SB 6.1

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

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

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

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

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

1.2 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.

1.3 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.4 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.

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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. Failure to stipulate will result in a not scoring points)

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)	Supporting Documents
25% black owned	05 points		ID of the directors of the companies with CK Document of the company, BBBEE certificate.
Company parameters must be within, KZN Province	15 points		proof of residence (lease , water bill of the company, letter from the councilor etc)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

State Owned Company

[TICK APPLICABLE BOX]

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

SECTION F

OWNERS/SHAREHOLDERS/PARTNERS/SOLE PROPRIETORS/TRUSTEES / BENEFICIARIES.

(This information is required for statistical purposes only)

FULL NAME	ID NUMBER	CAPACITY : MEMBER/PARTNER/ PROPRIETOR/SHARE -HOLDER/TRUSTEE/ BENEFICIARY	% OWNERSHIP/ PARTNERSHIP/ TRUST/ CO-OPERATIVE	MALE/ FEMALE	HANDI- CAPPED YES/NO	AFRICAN (A) / COLOURED (C) / INDIAN (I) WHITE (W)	YOUTH YES/ NO	% OF TIME DEVOTED TO THE FIRM

SECTION G
CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Legislature (hereinafter called the "Legislature") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Legislature during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to SCM Regulations issued in terms of the Financial Management of Parliament Act, the KwaZulu-Natal Legislature's Supply Chain Management Policy, the Treasury Practice Notes, and the General Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Legislature may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Legislature any additional expenses incurred by the Legislature having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Legislature shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Legislature may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

6. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

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

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

SIGNED ON THIS DAY OF 20 AT

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

.....
FULL NAME (IN BLOCK LETTERS)

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS).....

POSTAL ADDRESS

.....**POSTAL CODE.....**

TELEPHONE NUMBER:

FAX NUMBER:

CELL PHONE NUMBER:

E-MAIL ADDRESS:

**SECTION G
AUTHORITY TO SIGN A BID**

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on 20.....,
Mr/Mrswhose
signature appears below) has been duly authorised to sign all documents in connection with this
bid on behalf of (Name of Company).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1
2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

SIGNATURE..... **DATE**.....

C. PARTNERSHIP

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

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

We, the undersigned partners in the business trading as.....
hereby authorise to sign this bid as well as any contract resulting
from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf
of (*company name*)

..... SIGNATURE SIGNATURE SIGNATURE
..... DATE DATE DATE

D. CLOSE CORPORATION

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

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

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

(Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:
(PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1 WITENSS:- 2

E. CO-OPERATIVE

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

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

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

SIGNED ON BEHALF OF CO-PERATIVE:.....
(PRINT NAME)

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

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

WITNESSES: 1 WITENSS:- 2

F. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on 20

Mr/Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Consortium)

SIGNED ON BEHALF OF CLOSE CORPORATION:
(PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1 WITNESS: - 2.....

G. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....,

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE : DATE:

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

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE : DATE:

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

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE : DATE:

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

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE : DATE:

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

SECTION H (SBD 8)

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home pg	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:.....		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:.....		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:.....		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:.....		

CERTIFICATION

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

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

Signature

Date

Position

Company Name

SECTION I (SBD 9)
CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Signature

Date

.....

.....

Position

Name of Bidder

.....

.....

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

SECTION J

SPECIAL CONDITIONS OF THE CONTRACT

PART A - REQUIREMENTS FOR ALL KZN LEGISLATURE BIDS

1. ACCEPTANCE OF BID

- 1.1 The KwaZulu-Natal Legislature (KZN Legislature) is under no obligation to accept the lowest or any bid.
- 1.2 The financial standing of bidders and their ability to manufacture or supply goods or render services may be examined before their bids are considered for acceptance.

2. RESERVATION OF RIGHTS

The KZN Legislature reserves the right to

- a. invite bidders to make presentations regarding any aspect(s) of the bid before final selection;
- b. appoint more than one service provider;
- c. call for the best and final offers from shortlisted bidders before final selection;
- d. verify information and documentation of any bidder;
- e. carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;
- f. enter into price negotiations with the preferred bidder;
- g. not to consider any proposal not suitably endorsed or comprehensively completed as well as the right to accept a proposal in whole or in part;
- h. cancel and/ or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and /or after the preferred bidder(s) have been notified of their status as such.

3. BID PRICING

All bid prices should remain firm for the contract duration. It is the responsibility of the Bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded, no request for contract price escalation will be considered except for contract price escalations as a result of statutory increases (e.g., increases in VAT or the minimum wage applicable to the bidder or the services.)

4. VAT

- 4.1. Bid prices must be inclusive of VAT.
- 4.2. A bidder must submit a tax invoice in respect of payments in terms of the contract. The tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
 - (b) the name and address of the recipient;
 - (c) an individual serialized number and the date upon which the tax invoice is issued;
 - (d) a description of the goods or services supplied;
 - (e) the quantity or volume of the goods or services supplied;
 - (f) either –
 - (i) the value of the supply, the amount of tax charged and the consideration for the supply; or
 - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

5. CHANGE OF ADDRESS

Bidders must advise the KwaZulu-Natal Legislature should their address (*domicilium citandi et executandi*) details change from the date of bidding.

6. COMMUNICATION

All correspondence about this bid must be addressed to:

THE HEAD OF SUPPLY CHAIN MANAGEMENT KZN
LEGISLATURE
244 LANGALIBALELE STREET
PIETERMARITZBURG, 3200

7. COMPLETION OF SPECIFICATION

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

8. COMPLETENESS OF BID

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

9. OTHER CONDITIONS OF BID

- 9.1. The successful bidder must be in a position to assume duty on the date stipulated in the letter of award to the bidder.
- 9.2. No bid received by telegram, telex, facsimile or email will be considered.
- 9.3. The bidder's response to the bid shall be made strictly according to the bid specification. No alternative offers will be considered.
- 9.4. Bidders must provide the following particulars about themselves as part of the bid, on their company letterhead:
 - (a) Details of their Headquarters
 - (b) Details of their Regional Office, if any
 - (c) Name, address and telephone number of their bankers together with their bank account number.
 - (d) The names, identity numbers and street addresses of all partners, in cases where the bidder is a partnership.
- 9.5. In cases where a bidder enters business for the very first time, the following particulars shall be provided:
 - (a) By whom, or with whose assistance was the business plan drafted?
 - (b) By whom, or with whose assistance were the bid prices calculated?
 - (c) Whose advice is relied on?
 - (d) Who will provide financial support?
- 9.6. The successful Bidder must–
 - a. comply with all specifications and standards outlined in the specifications;
 - b. comply with all legislation, South African National Standards (SANS) and best industry practices applicable to the successful Bidder and the rendering of the services or the supply of the goods;
 - c. use and adopt reasonable professional techniques and standards in providing the services;
 - d. monitor project implementation against set targets, costs and time frames;
 - e. provide the services with all due care, skill and diligence;
 - f. ensure continuity of services to the KZN Legislature;
 - g. ensure that key personnel, its employees or engagement partners observe confidentiality and do not use any information obtained pursuant to this contract for any reason other than for the proper discharge of the bidder's obligations under this contract. The bidder must have systems in place to monitor compliance in this regard;

- h. where appropriate, appoint a project manager, who must, in addition to managing the project, serve as a single point of contact between the KZN Legislature and the successful bidder;
- i. ensure that its employees involved in the execution of the contract are suitably qualified, properly skilled, experienced, trained, and competent to render the services. The KZN Legislature may interview any person appointed by the successful Bidder to execute the contract to test their understanding of the key deliverables in terms of the contract;
- j. ensure that it has all the resources necessary to fulfil its obligations in terms of the contract and will not be entitled to any resources from the KZN Legislature to assist it in fulfilling its obligations;
- k. upon notice by the KZN Legislature, revise or amend any report that the KZN Legislature is not satisfied with, within a time period specified by the KZN Legislature in that notice; and
- l. immediately upon receipt of a notice from the KZN Legislature, promptly re-execute any portion of the services or replace any goods that are found to be in non-conformity with the contract. The successful Bidder is liable to the KZN Legislature for any other cost, damages or losses incurred or suffered by the KZN Legislature as a result of such non-conformity.

10. PAYMENT CONDITIONS

- 10.1. The Service Provider must submit an invoice for any payment to be made. Subject to paragraph (b), the Office will pay the Service Provider, within thirty days of the Service Provider submitting an invoice for payment.
- 10.2. Payment is subject to the satisfactory discharge of all obligations of the Service Provider and delivery of the goods or services to the KZN Legislature in terms of the contract. The KZN Legislature will not make payment to the Service Provider in the event the Service Provider fails to satisfactorily perform any of its obligations in terms of the contract.
- 10.3. Payments will be made by an electronic transfer, into the Service Provider's Bank Account as appearing on the verified CSD report and invoice of that Service Provider;
- 10.4. No interest shall be payable in the event of a dispute nor accrue on any payments due during a period of dispute;
- 10.5. The KZN Legislature may withhold, deduct or set off from any monies due and owing to the Service Provider either in terms of this contract or any other contract that the Service Provider may have with the KZN Legislature an amount equal to the amount of any outstanding claims that the KZN Legislature may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract: Provided that the KZN Legislature will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by the KZN Legislature. A certificate of indebtedness signed by the Chief Financial Officer of the KZN Legislature, reflecting the amount due and payable shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of with-holding, deduction or set off by the KZN Legislature or payment by the Service Provider or for provisional sentence, summary judgement or any other proceedings against the Service Provider in a court of

law and shall be valid as a liquid document for such purposes.

- 10.6. In the event that the KZN Legislature institutes legal action against the Service Provider for any matter in connection with the contract, the Service Provider will be liable to pay the KZN Legislature's legal fees on an Attorney and own client scale.

11. LIABILITY

The Service provider is responsible and liable for-

- a. the conduct, acts and omissions of its employees and the service provider's agents or representatives. The service provider indemnifies the KZN Legislature against any claims whatsoever arising from its conduct and or the conduct of its employees, representatives or agents; and
- b. injury to any person, loss or damage suffered by the KZN Legislature, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any legislation or statutory duty by the service provider or the service provider's employees, agents or representatives. Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the KZN Legislature.
- c. the conduct, acts and omissions of its employees and the service provider's agents or representatives. The service provider indemnifies the KZN Legislature against any claims whatsoever arising from its conduct and or the conduct of its employees, representatives or agents; and
- d. injury to any person, loss or damage suffered by the KZN Legislature, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any legislation or statutory duty by the service provider or the service provider's employees, agents or representatives. Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the KZN Legislature.

12. WARRANTIES AND REPRESENTATIONS

The Service Provider warrants that-

- a. the Service Provider has the capacity and resources to render the services as specified;
 - b. on delivery of the goods or services, the goods or the services will be suitable for the purpose stipulated in this contract;
 - c. the goods or services will comply with these specifications. Any unilateral departure by the Service Provider from such specifications or standards is breach of the contract;
 - d. no fact or circumstances exist that may materially affect its capacity to perform its obligations under this contract;
 - e. it is the owner of, or has a good title to all good or services delivered in terms of this contract;
- and

- f. it shall at all times have, and comply with, all legal requirements and with the terms and conditions of all necessary licenses, certificates, authorisations and consents required under the laws of the Republic of South Africa.

13. TERMINATION OF CONTRACT

- 13.1. The KZN Legislature reserves the right to disregard a bid or cancel the contract with the service provider if the KZN Legislature has reason to believe that the Bidder or service provider:-
 - a. has failed to comply with any legal or policy requirement in order to enter into a valid contract with the KZN Legislature;
 - b. has acted in a fraudulent manner or in bad faith in obtaining this contract;
 - c. after notification that the bid has been conditionally accepted, either fails, refuses, neglects or causes undue delays when called upon to sign the contract and service level agreement prepared by the KZN Legislature;
 - d. has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to bid at an agreed price.
 - e. breaches any applicable South African National Standards (SANS), legislation or policy; or
 - f. failed to fulfil its contractual obligations in terms of the contract.

- 13.2. The KZN Legislature may immediately terminate the contract without any notice to the service provider if any of the following circumstances occur or exist:
If the service provider –
 - a. commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
 - b. commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract; or
 - c. repeatedly breaches the contract (two or more times) during the contract period.

14. UNSATISFACTORY PERFORMANCE

- 14.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 14.2. Subject to the KZN Legislature's right to terminate the contract with or without notice, the KZN Legislature shall warn the service provider by way of a written breach notice that action will be taken in accordance with the contract conditions unless the service provider complies with the contract conditions and delivers satisfactory supplies or services within the time specified in the notice. If the unsatisfactory performance persists, despite the said breach notice, the KZN Legislature will act in accordance with the breach and termination provisions applicable to the Bid, which may include termination of the contract or enforcement of the contract and a claim for damages that was suffered as a result of the non-performance of the Service Provider.

15. JOINT VENTURES

- 15.1. Should this bid be submitted by a joint venture; a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 15.2. Failure to submit the joint venture Agreement and required supporting documents as per this bid's special instructions will result in preference points not being allocated to all companies participating in the joint venture.

16 EXECUTION CAPACITY

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

17 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

The bidder must furnish the following details of all current contracts, if any:

- (i) Date of commencement of contract/s;
- (ii) Expiry date/s;
- (iii) Value per contract; and
- (iv) Contract details. That is, with whom held, phone number and address/s of the company.

18 TAX OBLIGATIONS

- 18.1. Bidders must be tax compliant when submitting bids to the KZN Legislature and must remain compliant with all applicable tax legislation for the entire contract term. It is a condition of this bid that the tax matters of the successful bidder(s) be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 18.1. The Bidder's Tax Clearance Certificate and Pin must be submitted with the bid before the closing date and time of the bid.
- 18.2. Each party to a Joint Venture/Consortium must submit a valid Tax Clearance Certificate and Pin together with the bid at the closing date and time of the bid.
- 18.3. It is an offence to deregister for VAT purposes after an award has been made by the Legislature, and in the event that the Legislature establishes that a supplier or service provider has deregistered after an award has been made, and continues to claim VAT, the Legislature may summarily cancel the contract and prohibit the offender from doing any further business with the Legislature in

accordance with the KZN Legislature SCM Policy.

19 REGISTRATION WITH STATUTORY BODIES

Bidders must ensure that their employees are registered for both the Compensation Fund and Unemployment Insurance Fund (UIF), where applicable and must ensure that they abide by all relevant and applicable legislation/s and all applicable regulations pertaining to the required services.

20 EQUAL BIDS

- 15.1 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.
- 15.2 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

21 LATE BIDS

- 21.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 21.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the bidder. No late bids are accepted.

22 NOTIFICATION OF ADJUDICATION OF BIDDER AND ADVERTISING OF RESULTS

- 22.1. Notification of the Adjudication of bid shall be in writing by a duly authorized official of the KZN Legislature.
- 22.2. Bid results will be advertised on the same media platforms used for the advertisement of the tender invitation.

23 AWARD GRIEVANCES

Bidders aggrieved by the outcome of the bid award by the KZN Legislature, may appeal to the Accounting Officer in the manner prescribed by the Supply Chain Management Policy of the KZN Legislature.

24 VALIDITY PERIOD AND EXTENSION THEREOF

The validity (binding) period for the bid will be 120 days from close of bid. However, circumstances may arise whereby the KZN Legislature may request bidders to extend the validity (binding) period. Should this occur, the KZN Legislature will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be made before the expiry of the original validity (binding) period.

25 SECURITY VETTING:

Security vetting will be carried out by the KZN Legislature on all personnel involved in the contract.

26 BID ACCEPTANCE AND CONTRACT

The preferred bid will be accepted subject to the condition that the preferred bidder signs a contract and service level agreement with the KZN Legislature within a specified time frame. This bid, together with its terms, conditions and specifications, the bid response (excluding any counter conditions of the bidder), and the GCC will form part of the contract between the KZN Legislature and the successful bidder.

27 CESSION AND ASSIGNMENT

The bidder shall not, after the bid has been awarded, assign nor cede the contract or agreement or any part thereof or any interest therein to any other party without the prior written consent of the Accounting Officer of the Legislature.

28 AMENDMENT OF CONTRACT

Any amendment to the contract between the parties must always be done in writing and shall be signed by both parties, subject to legal vetting by the Legal Services of the KZN Legislature of any amendment to the contract before it is signed.

29 EXTENSION OF CONTRACT

- 29.1. It is the normal policy that contracts are not extended. However, circumstances may arise whereby an extension of contract may be considered and the KZN Legislature reserves the right to approach existing service provider(s) to extend the contract for such period agreed to, subject to clause 29.2.
- 29.2. A contract may only be extended for a period determined by the Accounting Officer from time to time, however such period may not exceed the initial contract period.

30 IRREGULARITIES AND CONFLICTS OF INTEREST

Bidders are encouraged to advise the KZN Legislature timeously of any possible irregularities which might come to their notice in connection with this or other contracts. Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract. Bidders must identify any potential conflicts and bring them to the attention of the KZN Legislature.

PART B- SPECIAL REQUIREMENTS OF THIS BID

1. CONTRACT PERIOD

The contract period : 36 Months

2. REFERENCES

A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects in which the bidder is currently engaged (Refer to Evaluation Criteria).

3. All appointed panelists must have an updated and valid safety file. Failure to submit a valid safety file will result in disqualification in the execution of projects which require the service provider to work in the KZN Legislature offices.
4. The total cost price will be used to evaluate the tender to appoint the first five bidders who obtained the highest points for price and specific goals evaluation. The panelists will be invited to quote on projects on ad hoc basis as and when required by the institution .

ANNEXURE A

**BID SPECIFICATION
OR
TERMS OF REFERENCE
AND
PRICING PAGE/SCHEDULE**

SECTION 1
TERMS OF REFERENCE FOR
TERMS OF REFERENCE FOR THE PROVISION OF INTERNAL AUDIT SERVICES
PERIOD: 36 MONTHS

1. ANNEXURE A

The Kwazulu-Natal Legislature (KZNL) invites proposals for a panel of five Internal Audit Service providers that will operate on an outsourced basis. The Legislature has a Chief Audit Executive and requires a panel of service providers to carry out the annual Internal Audit plan. Outsourced resources are required to assist with financial, performance-based, ICT, data analytics, forensic and any other ad hoc IA-related services over three years.

The main aim of the Legislature's Internal Audit division is to, with the assistance of a co-sourced service provider, fully utilize the internal resources and deliver on the risk-based three-year strategic and annual plan. The Chief Audit Executive (CAE) will coordinate the services of the internal and external resources for specialist and non-specialist internal audit engagements.

1.BACKGROUND OF THE KZNL

The KwaZulu-Natal Provincial Legislature (KZNL) is a provincial arm of the Republic of South Africa. Its roles and responsibilities are defined and spelt out in Chapter 6 of the Constitution. The Legislature delivers on KZN citizenry mandate to be both its custodian of democracy as well as its oversight agent, ensuring that the government delivers on its political promises made during the electoral process.

In line with its legislative mandate, its objectives are to deepen democracy and activism in KwaZulu-Natal, through robust oversight, effective public participation and efficient law-making. Chapter 7, Paragraph C of the Financial Management Act requires that:

(c) Parliament maintains effective, efficient, and transparent systems of financial management, risk management, internal control and internal audit; The Act further requires as per section 50. (1) The Accounting Officer must establish Parliament's internal audit unit which must conduct internal audits in accordance with the standards set by the Institute of Internal Auditors, for the purpose of maintaining consistency with internal audit functions in other organs of state. This function will be a co-sourced function within the Kwazulu-Natal Provincial Legislature.

2.OBJECTIVES OF THE INTERNAL AUDIT FUNCTION

The objective of this bid is to appoint a panel of Internal Audit Service Providers specializing in financial, ICT and forensics audits, that can support the Chief Audit Executive in fulfilling the provision of Internal Audit Services to the Executive Authority, Accounting Officer, and Management of the KZNL

The Internal Audit function should assist the KZNL to accomplish its objectives by bringing a systematic and disciplined approach to evaluating and improving the effectiveness of risk management control and governance processes. The risk management strategy including the fraud prevention plan must be used to direct the internal effort.

Some of these objectives/ standards/ controls subject to evaluation, are to review:

- (a) Internal control processes
- (b) The information systems environment
- (c) The reliability and integrity of financial and operational information
- (d) Compliance with policies, laws, regulations and contracts
- (e) The safeguarding of assets
- (f) The economical and efficient use of resources
- (g) Achievement of established operational goals and objectives
- (h) Assisting the Audit and Risk Committee and through them the Accounting Officer and management in the effective discharge of their responsibilities, furnishing them with analyses, appraisals, recommendations, counsel and information concerning the activities reviewed and regular follow-ups.
- (i) The appointed service provider must maintain full support services which include management of resources, guarantee of quality in the services rendered and contractual control for resources applied.

Background information on the structure of the KZNL is available on our website on <http://www.kznlegislature.gov.za> as are the annual reports.

3.SCOPE OF WORK

KZNL currently outsources its internal audit activities to a panel of 5 external service providers. The CAE oversees the work performed by these service providers. The relationship we seek will require the provision of internal audit resources focusing on financial, ICT, performance audits and forensic technical specialists to meet the needs of the Legislature. The internal audit services that we are requesting will include Legislature operations specialist audits over our ERP system SAGE, Enterprise Risk Management (ERM), and information system as well as cybersecurity reviews and forensic investigations based on whistle-blowing reports received from our hotline.

In addition, it is expected that the Internal Audit service providers will identify quantifiable value-creating opportunities to contribute to the future success of our business.

The scope of the Internal Audit function includes at least the under-mentioned. Should any other function be regarded as imperative by the bidder the functions shall be offered and clearly defined.

The Internal Audit function (being the Chief Audit Executive together with the Internal Audit Service Provider) must, in consultation with the Audit and Risk Committee prepare:

- (a) A rolling three-year strategic Internal Audit Plan based on its assessment of key areas of risk for the public entity, having regard to its current operations, the operations proposed in its corporate or strategic plan and its risk management strategy.
- (b) An annual Internal Audit Plan.
- (c) Combined assurance plan considering risk management and external audit to ensure minimal duplications.
- (d) Plans indicating the scope, cost and timelines of each audit in the annual internal audit plan.
- (e) Audit reports directed to the Audit and Risk Committee detailing its performance against the plan, to allow effective monitoring and intervention when necessary.
- (f) Gant chart of timelines for plan for the year
- (g) Detailed budgets
- (h) Audit-working paper files for audits completed (Files are to be proprietary of KZN Legislature and will have to be given to the Legislature when requested).
- (i) Summary reports and presentations for Audit and Risk Committees
- (j) Attendance at Audit and Risk Committee meetings (as requested)
- (k) Annual conclusion of control environment
- (l) Value-added advice to management regarding the management of risks.

- (m) Evidence of working closely with external auditors and other assurance providers to prevent duplication of effort in line with the combined assurance plan.

The Internal Audit function must coordinate with other internal and external providers of assurance to ensure proper coverage and to minimize duplication of effort in terms of the combined assurance plan. The Internal Audit function must assist the Accounting Officer in maintaining effective controls by evaluating those controls and developing recommendations for enhancement or improvement.

The Internal Audit Function must assist the Accounting Officer in achieving the objectives of the institution by evaluating and developing recommendations for the enhancement or improvement of the processes through which:

- (a) Objectives and values are established and communicated.
- (b) The accomplishment of objectives is monitored.
- (c) Accountability is ensured.
- (d) Corporate values are preserved.
- (e) The adequacy and effectiveness of the system of internal control are reviewed and appraised.
- (f) The relevance, reliability and integrity of management, financial and operating data and reports are appraised.
- (g) Systems establishment to ensure compliance with policies, plans, procedures, statutory requirements and regulations, which could have a significant impact on operations are reviewed.
- (h) The means of safeguarding assets are reviewed and as appropriate verifying the existence of such assets.
- (i) The economy, efficiency and effectiveness with which resources are employed, are appraised.
- (j) The results of operations or programmes are reviewed to ascertain whether the results are consistent with the KZNL's established objectives and goals and whether the operations or programmes are being carried out as planned.
- (k) The adequacy of established systems and procedures is assessed.

The audits that will need to be taken into account at the KZNL are amongst others:

- (a) Mid-year and year-end financial statement reviews
- (b) Review of financial and procurement systems
- (c) Review of quarterly and year-end performance setting and reporting
- (d) Review of the core of the Legislature including but not limited to Research, Public Participation, Committees, Legislative Operations, Legal etc.
- (e) IT Security and SAGE system process audits
- (f) Enterprise and risk management reviews
- (g) Cybersecurity reviews, segregation of duties reviews, and other ICT-related reviews
- (h) Conducting special assignments and investigations on behalf of the Audit and Risk Committee or Secretary into any matter or activity affecting the probity, interest and operating efficiency of the KZNL.
- (i) Audits designed to detect fraud and investigations into matters reported via the whistle-blowing hotline.
- (j) Any other specialist audits as required.

The internal audit plan for 2024/ 25 targets a range of approximately 2528 man-hours. Notwithstanding the above, it is expected that the appointed service provider/s will suggest changes to the current year's plan to ensure that all strategic risks are adequately addressed in line with a combined assurance plan. The appointed service provider/ s will report directly to the CAE.

The selected service provider/s must maintain full support services which include management of resources, guarantee of quality in the product developed and services provided and contractual control for resources applied.

Fraud and irregularities

In planning and conducting its work, the internal auditor should seek to identify serious defects in the internal controls, which might result in possible malpractices. Any such defects must be reported

immediately to the CAE and/or the Audit and Risk Committee, without disclosing these to any other staff. This also applies to instances where serious fraud and irregularities are uncovered.

4.EXPECTED OUTCOMES AND DELIVERABLES

When performing audit assignments, each assignment should at least consist of the following, which must be in line with the IIA framework, guidelines and practice notes. All work must be captured on Teammate (Software compatible and currently used by the KZN Legislature) which is the software used for all audits, and it is expected that the audit firm has their own Teammate licenses.

- (a) Pre-audit survey
- (b) Audit planning memorandum.
- (c) Minutes of entrance meeting
- (d) Risk assessment document.
- (e) System descriptions
- (f) Audit programmes
- (g) Sampling methodology
- (h) Mechanisms for follow-up on matters previously reported and feedback to the Audit and Risk Committee
- (i) Mechanism to ensure that working papers are reviewed at the appropriate level.
- (j) Record of work performed.
- (k) Audit of work performed.
- (l) Audit findings and recommendations.
- (m) Reporting (draft internal audit report and final internal audit report)
- (n) Follow up on previous audit findings.

Reporting requirements

The structure of the report is to be in line with the KZN Legislature Audit Services templates and should include the following:

- (a) Introduction
- (b) Audit objective and scope.
- (c) Background
- (d) Executive summary highlighting significant findings.
- (e) Findings, recommendations, and management response (including implementation dates)
- (f) All audits are to be carried out according to the Internal Audit Plan approved by the Audit Committee.

The auditor is to finalize all reviews and reporting in the timelines stipulated by the CAE.

5.QUALITY ASSURANCE REVIEWS OF THE WORK

The auditor shall ensure that all work conforms to the Standards for the Professional Practice of the Institute of Internal Audit (IIA) and other boards or institutions where applicable. Such work may further be subject to internal and external quality assurance as may be considered necessary. It is required that the service provider perform an internal quality review of KZNL assignments at least once during the 3-year contract period.

6.MONITORING PROGRESS OF ASSIGNMENTS

On completion of each assignment, the auditor shall distribute the reports to the CAE who will upon finalisation distribute the reports to the internal Risk Management Committee. Audit and Risk Committee, and the Secretary.

On a quarterly basis a report to the AC on progress against the plan, significant findings and administrative matters will be presented.

7.INDEPENDENCE AND OBJECTIVITY OF STAFF

In carrying out the work, the auditor must ensure that their staff maintains their objectivity by remaining independent of the activities they audit.

The consultant shall:

- (a) Have no executive or managerial powers, functions, or duties except those relating to Internal Audit.
- (b) Not be involved in the day-to-day operation of the KZNL.
- (c) Not be responsible for the detailed development or implementation of new systems and procedures.

8.DURATION OF CONTRACT

The duration of the contract with all five service providers that would form part of the panel is anticipated to run for a period of three years commencing on the date of signature of the Service Level Agreement. The second and third years will be subject to an evaluation of the achievement of the first- and second-year's targets, respectively.

The Legislature would like to ensure an equitable split of work amongst all service providers on the panel and will be allocating work on a rotational basis based on the agreement entered into.

9.TECHNICAL PROPOSAL AND CRITERIA

The written tender application should focus on the following aspects to qualify and to be considered:

- (a) A description of your firm's ICT and forensic methodology linked to a risk assessment process (in line with the IIA, ICFP and ISACA standards), including an example of the resulting risk map/profile that would be developed as part of the risk assessment process.
- (b) Evidence of use of Teammate and knowledge of systems as well as applicable licenses.
- (c) Your firm's internal audit key capabilities including those relating to finance, ICT and forensics (which will be assigned to KZNL activities), including the following. The below detail needs to include qualifications and membership to professional organisations for each of the items below.
 - i. Number and names of resources/ people to be dedicated to KZNL activities.
 - ii. Number and names of these IA resources with 0 - 3 years of Internal audit, ICT and/or forensic experience.
 - iii. Number and names of these resources with 3 – 6 years' Internal audit, ICT and/or forensic experience; and
 - iv. Number and names of these resources with greater than 6 years of Internal audit, ICT and/or forensic experience.
- (d) Experience for this purpose is defined as time spent as an IA/ICT/Caats/forensic auditor before and after joining your firm. The above resources should also subscribe to the International Standards for the Professional Practice of Internal Auditing/ISACA/ICFP.
- (e) Description of your firm's approach to this outsourced arrangement, including:
 - i. Identification of the key resources who will be responsible for the engagement, including the expected percentage of their time committed to KZNL along with their IA, ICT and/or forensic experience (as defined above);
 - ii. How human resources will be assigned, including the offices of all personnel to be assigned (describe the coordination process if multiple offices will be used);
 - iii. Number and names of human resources in the "core team" dedicated to the KZNL.

- iv. Your plans to maintain human resources continuity.
 - v. How your human resources and projects will be managed on a day-to-day basis.
 - vi. How your human resources will be further developed to enhance their skills base; and
 - vii. How you plan to routinely communicate with KZNL management.
- (f) Curriculum Vitae of the key team members that will be assigned, including experiences in serving as a senior/ key internal audit resource in industry.
- (g) Description of your specific capabilities and expertise in information technology systems as well as for other services, including specialised expertise in business continuity planning, pre and post SAGE implementation projects, systems and network security reviews, emerging risks such as e-commerce and business to business re-engineering.
- (h) A summary of relevant experience for which similar services are currently being provided. Include at least three reference clients (including key contact names and telephone numbers) where you are providing internal audit outsourcing services to companies that are not your external audit clients. References should be provided for companies who have completely outsourced or co-sourced their internal audit function to your firm.
- (i) Description of the ways in which your firm will bring innovation, thought leadership, best practices in ICT and fraud management, tools resident in the firm to ensure easy access to such information and any other capabilities that will enhance the performance of the Internal Audit function and ensure continuous improvement, influence and value to the organization. In addition, please describe your approach to sharing such knowledge with KZNL resources and management.
- (j) Description of proposed integration and coordination with the external auditor and other assurance Providers.
- (k) Articulation of your quality assurance plan and how you ensure compliance to the IIA standards, for audits from initiation to reporting stage. Evidence of external and internal quality reviews must be provided, to indicate the methodology used and the results of reviews.
- (l) Your proposed fees for this engagement, including your proposed billing arrangements, and indication of whether actual or average rates would be used. (NB: We require an average rate to be used in billing, to ensure that budgeted costs and actual costs can be adequately managed.)
- (m) Please provide appropriate detail of both your proposed hourly and project fees, breaking out human resources costs per category of staff vs. other expenses where applicable.

Provide any other information you deem appropriate and the following points below should be noted:

- (a) The firm or partnership must be registered with the Institute of Internal Auditors, ISACA, IRMSA and/or SAICA.
- (b) Demonstration of the firm's substantial internal audit experience focusing on ICT and forensics, including the experience and qualifications of the team to be assigned in the audit.
- (c) Specialised skills, expertise and value-added services in the field of internal audit, with emphasis on best practice methodology, tools and technology used;
- (d) Availability of Forensic Audit skills and tools.
- (e) Availability of Computer Audit skills and tools.
- (f) Advanced understanding of and sufficient exposure to, the FMPLA.

- (g) Experience in auditing of Legislatures.
- (h) Shareholding and Management structure.
- (i) Employment Equity Policy.
- (j) Fee Structure.
- (k) External references, size of audits and size of client base.

NB: The bidder must please ensure adequate documentation is attached to evaluate the entity on the above criteria. Failure to submit the above-mentioned documentation will result in not scoring some of the points in the evaluation criteria under paragraph 11 of this document.

10.Evaluation Criteria for Selection

The evaluation of technical proposals will be on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system indicated below.

Proposals will be evaluated on functionality and according to the provisions of the Preferential Procurement Policy Framework Regulations. The 80/20 preferential points system will therefore apply. 10 points will be allocated to Historically Disadvantaged Individuals.

Tenders will be awarded at the absolute discretion of the KZN Legislature, in accordance with internal policies and statutory regulations. The decision will be final and binding, no correspondence will be entered into. Shortlisted companies will be subjected to security clearance.

Phase 1

The functional proposals will be evaluated individually on score sheets by a representative evaluation panel, according to the evaluation criteria indicated below.

Bidders must score at least 80% on functionality to be considered and evaluated further for Price and Specific Goals evaluation)

Bidders who score less than 80% will not be considered for shortlisting and will be removed from the panel for selection process.

Functionality evaluation criteria and point system: Criteria	Max Sub Score	Max per Section
Work Plan	40	
Firm’s quality assurance process to ensure audits are in line with IIA, ISACA and other relevant bodies.		20
Knowledge, experience, and licenses to use Teammate		5
Proposed approach to enterprise IT governance, forensic services and audit of SAGE or other ICT systems including Caats and Cybersecurity reviews		15
Qualifications & Experience	60	
Company Experience in the Public Sector with emphasis on Legislature experience: Accompanied by three written references (letters with contact details) supporting experience. 3 years = 2.5 3-5 years = 5 >5 years = 15		15

Firm's experience in Enterprise-Wide IT Governance and ERP's including SAGE		10
Firms' experience in forensic services		10
Professional Qualification (Tertiary and Certification) by Key Resources dedicated to KZNL account in part or in full as per the staff plan (per resource):		25
Bidder must attach CVs and applicable qualifications for each resource		
Total Score	100	

Phase 2

The successful shortlisted bidders will then be evaluated using the 80/20 principle:

- Pricing 80 points
- Specific Goals score 20 points

11.FINANCIAL PROPOSAL

It is understood that internal audits are based on hourly rates and that budgets are compiled once the appointed auditor has assessed the likely extent of the work.

Financial proposals will be compared on the basis of hourly rates. Firms are required to submit a table of hourly rates as required in the table below. Rates should be inclusive of all overheads but exclusive of VAT. An indication must be made whether quoting and invoicing is based on actual or average rates. If a particular category does not exist in the firm, it can be omitted.

ITEM	HOURLY RATES (Incl. all overheads) (Excl. VAT) Year 1	HOURLY RATES (Incl. all Overheads) (Excl. VAT) Year 2	HOURLY RATES (Incl. all overheads) (Excl. VAT) Year 3
Engagement Partner	R	R	R
Partner/Director	R	R	R
Senior Manager	R	R	R
Manager	R	R	R
Assistant Manager	R	R	R
Supervisor	R	R	R
Senior Auditor	R	R	R
Trainee Auditor	R	R	R
Specialists (E.g. Tax, Technical, etc.)	R	R	R

It is recognized that it is difficult for a prospective bidder to be firm about the extent of the work solely on the terms of reference. However, to assist with assessments a firm must provide a typical distribution of time for members of the audit team on a job of this nature. This has to be expressed in percentages of the total person-hours billed on a typical job. (See table below.)

This will only be indicative and will not be binding on the firm.

ITEM	Typical percentage of total hours on project
Engagement Partner	%
Partner	%
Senior Manager	%
Manager	%
Assistant manager	%
Supervisor	%
Senior Auditor	%
Trainee Auditor	%
Specialists (E.g. Tax, Technical, etc.)	%
	100%

The KZN Legislature will further require the average rate you will charge us based on the figures above, over the 3-year contract period. This average cost will be used for the costing and billing of IA, Information technology work including Caats, general controls, application controls, license reviews, cybersecurity and SAGE system testing, risk management processes and reviews; and/or forensic investigations.

	AVERAGE HOURLY RATES (Incl. all overheads) (Excl. VAT) Year 1	AVERAGE HOURLY RATES (Incl. all Overheads) (Excl. VAT) Year 2	AVERAGE RATES (Incl. all overheads) (Excl. VAT) Year 3
Average hourly rate			
Number of hours planned per year	1000	1000	1000
Total cost of IA plan for the year (excl vat)			

Disbursements

As the Legislature has one main office situated in Pietermaritzburg, it is a requirement that the successful bidder have an office or staff also based in the KZN .The KZN Legislature will not pay for any disbursements related to travel time or kilometres to and from your office to our offices in Pietermaritzburg and will consider this cost an investment made by the bidder to our organization. This is in line with the terms and conditions offered to other provincial public sector organizations

GENERAL CONDITIONS OF CONTRACT3

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010**

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

1. The General Conditions of Contract will form part of all bid documents and may not be amended.
2. Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

**GENERAL CONDITIONS OF CONTRACT
TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

