

Defining our selves through **our actions**, not our words

SUPPLY CHAIN MANAGEMENT POLICY

Document Number	SCM-PD
Revision Number	02
Document Owner	FINANCE
Approver	BOARD
Date Approved	21 November 2019

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	1_12/11/2019	21/11/2019	21/11/2019	Page 1 of 33



1. DOCUMENT CONTROL SHEET

The purpose of this form is to ensure that documents are reviewed and approved prior to issue.

The form is to be bound into the front of all policy documents released by the **SIOC-CDT** Supply Chain Management Unit.

Entity:

SIOC-CDT

Document Title:

Supply Chain Management Policy

Date Approved:

21 November 2019

APPROVAL OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a formal organisational/ policy to be placed under formal change control.

Prepared by:

Supply Chain Management Unit

Approved by:	Signature:	Date:
Head: Finance		16/11/2020
EXCO Approval:	Signature:	Date:
Chief Executive Officer	1	16/11/2020

Chairperson of the Board:	Signature:	Date:	
	Aughalus.	16/11/2020	

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 2 of 33



Table of Contents

1.	DOCUMENT CONTROL SHEET	2
2.	ACRONYMS	6
3.	PREAMBLE	8
3.1.	INTRODUCTION	8
3.2	POLICY AIMS AND OBJECTIVES	8
4.	THE POLICY	9
4.1	PURPOSE	9
4.2	VALUE FOR MONEY	9
4.3	OPEN AND EFFECTIVE COMPETITION	9
4.4	ETHICS AND FAIR DEALINGS	9
5	SUPPLY CHAIN MANAGEMENT SYSTEM 1	0
5.1.	DEMAND MANAGEMENT 1	LO
5.2	ACQUISITION MANAGEMENT	0
5.3	SUPPLIER MANAGEMENT AND DEVELOPMENT	1
5.4	DISPOSAL MANAGEMENT 1	1
5.5	SCM RISK MANAGEMENT 1	1
5.6	SCM PERFORMANCE MANAGEMENT 1	1
6	SCM ROLES AND RESPONSIBILITIES	2
6.1	RESPONSIBILITIES 1	2
7	DELEGATION OF AUTHORITY 1	4
8	BROAD BASED BLACK ECONOMIC EMPOWERMENT	4
9	SOURCING OF GOODS AND SERVICES FOR SIOC-CDT AND SUBSIDIARIES	4
9.1	TERMS OF REFERENCE (TOR) / SPECIFICATIONS	4
10	SUPPLIER DATABASE REGISTRATION	5
10.1	EVALUATION AND APPROVAL	5
10.2	SUPPLIER DATABASE UTILISATION	5
10.3	REMOVAL FROM THE SUPPLIER DATABASE	5
11	APPOINTMENT OF SERVICE PROVIDERS	6
12	BLACKLISTING OF SERVICE PROVIDERS	6
13	SOURCING METHODS	6
13.1	PROCUREMENT PROCESS 1	6
13.2	VERBAL PRICE QUOTATIONS	7

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 3 of 33



13.3	COMPETITIVE BIDS	17
14	EXCLUSIONS	18
15	AVAILABILITY OF BID DOCUMENTS	18
16	PROCUREMENT ADVERTISING	18
17	LATE BIDS	18
18	DEVIATIONS	19
19	EMERGENCY REQUIREMENTS	19
20	LIMITED BIDDING – THE CLOSED TENDER PROCESS	21
21	UNSOLICITED BIDS	21
22	CANCELLATION OF TENDER OR QUOTES (UNRESPONSIVE)	21
23	APPOINTMENTS OF CONSULTANTS	22
23.1	INVITATIONS TO SUBMIT COMPANY PROFILES	22
23.2	COMPILATION OF A CONSULTANT ROSTER	22
23.3	SELECTION OF CONSULTANTS FOR SPECIALISED PROJECTS FOR INCLUSION IN A PANEL	22
23.4	SELECTION OF CONSULTANTS FOR NORMAL PROJECTS	22
24	GENERAL APPROACH AND CONSIDERATIONS	22
25	TENDER CLOSURE	24
26	EVALUATION AND ADJUDICATION OF TENDERS	24
26.1	ROLE OF THE CONSULTANT	24
26.2	ROLES OF BEC AND BAC	24
27	COMPOSITION OF COMMITTEES	25
28	SCORECARDS – EVALUATION CRITERIA	26
28.1	SCORECARDS FOR RANKING OF PROSPECTIVE SERVICE PROVIDERS	26
29	AWARDING THE CONTRACT	27
30	PASSOVER	27
31	POST BID OR QUOTE NEGOTIATIONS	27
32	WITHDRAWAL OF BIDS	27
33	CONTRACT MANAGEMENT	28
33.1	SCOPE	28
33.2	GOVERNANCE	28
33.3	ADMINISTRATION	28
33.4	CONTRACT REVIEW AND CLOSING ACTIVITIES	29
33.5	CONTRACT BREACH AND TERMINATION	29
33.6	NOTICE OF TERMINATION	29

	Document Name	Version	Print Date	Review Date	Page Number
Supp	oly Chain Management Policy	2	21/11/2019	16/11/2020	Page 4 of 33



33.7	TERMINATION	29
33.8	EXTENSION OF CONTRACT PERIODS	30
33.9	KEY CLAUSES	30
34	ENTERPRISE AND SUPPLIER DEVELOPMENT	30
35	COMBATING ABUSE OF THE SCM SYSTEM	31
36	CONFLICT OF INTEREST	31
37	RECORD KEEPING	31
38	NON-COMPLIANCE TO POLICY	31
39	PROHIBITIONS	32
40	PAYMENT TERMS	32

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 5 of 33



2. ACRONYMS

Abbreviation	Description	
B-BBEE	Broad-Based Black Economic Empowerment	
BAC	Bid Adjudication Committee	
BEC	Bid Evaluation Committee	
CEO	Chief Executive Officer	
CFST	Cross Functional Sourcing Team	
CIBD	Construction Industry Development Board	
EXCO	Executive Committee	
FICA	Financial Intelligence Act, 2001 (Act no 38 of 2001)	
HoF Head of Finance		
JBCC Joint Buildings Contracts Committee		
MoU	Memorandum of Understanding	
PROCSA	Professionals Consultants Service Agreement Committee of South Africa	
RFP	Request for Proposal	
RFQ	Request for Quotations	
SARS	South African Revenue Services	
SCM	Supply Chain Management	
SIOC-CDT	SIOC Community Development Trust	

Words and Phrases	Description
Bid	Refers to a written offer in a prescribed or stipulated form in response to an invitation by SIOC-CDT or its subsidiaries when soliciting a bid or quote
Bid Documents	Refers to the standard documentation utilized by SIOC-CDT and its subsidiaries when soliciting a bid or quote
Bid Adjudication	Refers to the awarding of bids as per the recommendations received from the bid evaluation process
Bid Evaluation	Refers to the analysis of the provisions of a bid or offer, usually for the purpose of comparing the strengths and weaknesses of the bids received based on the requirements and criteria set forth in the invitations received by the Bid Evaluation Committee
Board	The Board of Trustees of SIOC-CDT
Closed Tender	Is a process by which only selected persons or organisations are invited to submit a tender for goods and services
Delegation of	The powers granted by the Board of Directors for decision making, granting approvals for transactions and
Authority (DOA)	signing off documentation such as contracts. The appropriate DOA as per SIOC-CDT Delegation of Authority Framework
Deviation	A departure from the official procurement process as laid down in the SCM policy
End-User	End-users are individuals in the various business units or departments within SIOC-CDT that will be using the procured goods or services.
Force Majeure	Any circumstances which is beyond the reasonable control of the party giving notice, this may include, revolution, invasion, insurrection, riot, civil commotion, fire explosion, storm flood
Memorandum of Understanding	A type of agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action. It is often used either in cases where parties do not imply a legal commitment or in situations where the parties cannot create a legally enforceable agreement.
Spouse	"spouse" means, in relation to any other person, a person who is the partner of that person: in a marriage or customary union recognized in terms of the laws of the Republic; in a union recognized as a marriage in accordance with the tenets of any religion; or in a same sex or heterosexual union which is intended to be permanent.
Supplier	A list of accredited prospective vendors, contractors, consultants or service providers which SIOC-CDT must
Database	develop and retain in for the purpose of soliciting quotes through written price quotations
SIOC-CDT	Excludes the Urban Hotel Kathu Pty (Ltd.)

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 6 of 33



subsidiaries	
SIOC-CDT	SIOC Community Development Trust and its subsidiaries
Unresponsive	Unresponsive bids, are published invitations to bids, which did not receive acceptable responses or did not
bid	receive any response from the market
Value for	Refers to the basis for comparing procurement alternatives and offers from (prospective) service providers in
Money	order to identify the one that meet the needs of SIOC-CDT and its subsidiaries in the most cost-effective manner
	when all costs and benefits are taken into account

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 7 of 33



3. PREAMBLE

3.1. Introduction

This policy forms the basis for the procuring of all goods and services used by SIOC-CDT and its subsidiaries.

SIOC-CDT aims to contribute to the improvement of the quality of life of all South African citizens by empowering its communities and effectively contributing towards Broad Based Black Economic Empowerment (B-BBEE) through a supply chain management system that would enable all stakeholders to participate in a fair, equitable, transparent, competitive and cost-effective manner.

SIOC-CDT strives to continually work on a number of progressive procurement policies and procedures specifically designed to attract meaningful contribution from previously disadvantaged groups and also create an environment within the organisation where these individuals enjoy preference in terms of the supply of goods and services in all spheres of supply chain.

SIOC-CDT Board is responsible for the upholding and approval of an appropriate Supply Chain Management framework, which is fair, equitable, transparent, competitive and cost-effective. Including approval of:

- (1) Supply Chain Management Policy
- (2) Budgets and deviations

All SCM sourcing activities will be based on an approved budget by the relevant approval authority or by the Board.

3.2 Policy Aims and Objectives

- (1) This policy is aimed at:
 - (a) Ensuring that all employees of SIOC-CDT and its subsidiaries have proper guidelines to follow when conducting procurement processes;
 - (b) Ensuring that all procurement activities undertaken by SIOC-CDT, including construction and project partnerships with external stakeholders will be bound by this policy.
 - (c) Effectively communicating SCM to internal and external users.
- (2) Objectives of this policy are to:
 - (a) Establish a framework for the acquisition of goods and services within SIOC-CDT and its subsidiaries, though the application of procedures, for operational, capital and project purposes;
 - (b) Promote adherence to the provisions of the Trust Deed and Delegation of Authority Framework as amended from time to time;
 - (c) Ensure that the organisation maintains systems which are effective, efficient and transparent;
 - (d) Contribute to cost containment for SIOC-CDT and its subsidiaries; and
 - (e) Develop reliable and effective sources of supply.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 8 of 33



4. THE POLICY

4.1 Purpose

- (1) The overall purpose of this policy is to:
 - (a) Ensure the efficient, effective and uniform planning and execution of procurement for all services and goods, required for the proper functioning of SIOC-CDT and its subsidiaries;
 - (b) Leveraging SIOC-CDT's procurement to develop, support and promote historically disadvantaged individuals and small, medium and micro enterprises (SMMEs) through preferential procurement goals;
 - (c) Ensure good corporate governance throughout its supply chain processes and value chain; and
 - (d) Ensure that the SIOC-CDT strategic objectives are achieved as well as adherence to the six pillars of procurement set out in Section 5(3) of this document.

4.2 Value for Money

- 1) The procurement function must provide value for money and must be carried out in a costeffective way;
- 2) To ensure value for money, the SCM function should:
 - a) Avoid any unnecessary costs and delays for the organisation or suppliers;
 - Monitor the supply arrangements and reconsider them if they cease to provide the expected benefits; and
 - c) Ensure continuous improvement in the efficiency of internal processes and systems.

4.3 Open and Effective Competition

- 1) To ensure open and effective competition SCM should ensure that:
 - a) A framework of procurement laws, policies, practices and procedures is accessible and transparent, i.e. they must be readily and easily accessible to all parties;
 - b) Openness in the procurement process; and
 - Adequate and timely information is provided to suppliers to enable them to bid, and to eliminate bias and favouritism.

4.4 Ethics and Fair Dealings

- 1) All SIOC-CDT's staff associated with SCM, particularly those dealing directly with suppliers or potential suppliers, are required to:
 - a) Recognise and deal with conflicts of interest or the potential there of;
 - b) Ensure that, a minimum of two (2) SIOC-CDT representatives are present in any meeting with suppliers, for contract value of R500K and above
 - c) Deal with suppliers fairly;
 - d) Ensure they do not compromise the standing of SIOC-CDT and its subsidiaries, through acceptance of gifts or hospitality;
 - e) Be scrupulous in their use of SIOC-CDT property; and
 - f) Provide all assistance in the elimination of fraud and corruption.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 9 of 33



In addition to the above, please refer to SIOC-CDT Code of Ethics.

5 SUPPLY CHAIN MANAGEMENT SYSTEM

- A supply chain management system is an integral part of financial management, that forms
 part of commercial best practice. It seeks to bridge the gap between traditional methods of
 procuring goods and services and the rest of the supply chain and addresses procurementrelated matters that are of strategic importance;
- The CEO or delegated official should develop and implement an effective and efficient SCM system for;
 - a) The acquisition of goods and services; and
 - Disposal of goods and services no longer required, including letting of SIOC-CDT's assets.
- 3) To achieve SIOC-CDT strategic objectives, a SCM system, should follow a model as depicted in the SCM Strategy, to provide for the following:
 - a) Demand Management;
 - b) Acquisition Management;
 - c) Supplier Management and Development;
 - d) Disposal Management;
 - e) Risk Management; and
 - f) Performance Management.

5.1. Demand Management

- (1) The delegated official should establish, through operational procedures an effective demand management system to:
 - Ensure that the resources required to support the strategic and operational commitments are delivered at the correct time, at the right price and at the right location, and that the quantity and quality satisfies organisational needs;
 - b) Ensure that demand management is a cross-functional exercise that brings relevant role players within SCM closer to the end user and ensuring that several goals of SIOC-CDT and, is subsidiaries are achieved simultaneously, while value for money is also obtained; and
 - c) Determine the sources of supply, timing of procurement and methods of procurement in managing demand.

5.2 Acquisition Management

- 1) The delegated official should establish through operational and administrative procedures, an effective and efficient acquisition management system to ensure that:
 - Goods and services are procured by SIOC-CDT and its subsidiaries in accordance with authorised processes only;
 - b) Expenditure on goods, capital and services is incurred in accordance with the approved budget;
 - c) The threshold values for the different procurement processes are complied with.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 10 of 33



5.3 Supplier Management and Development

- (1) The delegated official must establish an effective Supplier Management and Development system in order to provide for:
 - a) Supplier management and development, including mentoring;
 - b) Contract management; and
 - c) Achieving of strategic objectives.
 - d)

5.4 Disposal Management

- (1) Delegated official should establish through operational and administrative procedures an effective and efficient disposal management process to:
 - a) Dispose assets effectively, through adherence to the prescribed disposal strategy;
 - b) Monitor proper disposal of goods and assets;
 - c) Maintain redundant material database; and
 - d) Inspect material for potential re-use.

5.5 SCM Risk Management

- (1) SIOC-CDT and its subsidiaries may share risks and assign responsibility for each particular risk, to service provider or contractor.
- (2) Delegated official should ensure that, an effective and efficient risk management system is implemented in order to provide for:
 - a) The allocation of risks to the party best suited to manage such risks;
 - b) Acceptance of the cost of the risk where the cost of transferring the risk is greater than that of retaining it;
 - c) The management of risks in a pro-active manner and the provision of adequate cover for residual risks; and
 - d) The assignment of relative risks to the contracting parties through clear and unambiguous contract documentation.

In addition to the above, please refer to the Compliance and Risk Management Framework and Policy

5.6 SCM Performance Management

- (1) The delegated official should ensure that an effective internal monitoring system is implemented in order to determine, on the basis of a retrospective analysis:
 - a) Whether the authorised SCM processes were followed and whether the measurable performance objectives linked to and approved with the budget and the service delivery and budget implementation plan, were achieved.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 11 of 33

6.1 Responsibilities

Position Title	Respo	Responsibility	Rand Value of Requisition / Award (VAT Incl.)	Award Recommended by	Final Approval of Quotation /
EXCO	• •	BEC evaluates and recommends tenders to BAC BAC reviews and recommends to EXCO for approval	>R3M	BAC	EXCO
	• E	EXCO reviews and does final approval.			
	•	BEC evaluates and recommends RFQ to BAC			
CEO	• B	BAC reviews and recommends to CEO for approval	NEG MIG	()	C
2	•	The CEO approves recommended quotations above R1M	INICU - INITU	DAC	S S
	ă	up to R3M.			
	•	BEC evaluates and recommends RFQ to BAC			
BAC	·	The BAC approves recommended quotations above	>R500 00 - R1M	BEC	BAC
	æ	R500K up to R1M.			
Head of Finance	110	The HoF is the operational head (Executive) of SIOC-CDT		SCM Manager / Supply	
		Finance and approves selected quotation from above	>R200 00 - R500 000	Chain Management	3
	<u></u>	R200 001 to R500 000		Unit/ Heads of Department	2
Heads of	• He	Heads of Department are operational heads (Executive) of			
Department	.e	requesting departments (end users), and they are		SCM Manager/ Supply	
	ě	responsible for:	B0001 - B200 000	Chain Manager/ Juppiy	Heads of
	• Ap	Approval of request for purchasing and quotes as per	1000 - 1200 000	Cialli Mallagelliellt	Department
	de	approved budget and DOA		5	
End-User	• E	End user the is requesting denartment and responsible	ΔN	N.	VIV
	1	for request for purchasing as per approved budget	<u> </u>	<u>C</u>	<u>C</u>

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	1_12/11/2019	21/11/2019	21/11/2019	Page 12 of 33



pecification	Specifications committee develops specifications for	>R3m	Heads of Department	EXCO
Committee	approval by EXCO		0 m; 1/ +; m1 MOO	
	SCM Unit and Line Manager develop specifications for	<r3m< td=""><td>Manager</td><td>Head of</td></r3m<>	Manager	Head of
	approval by Heads of Department			Department

Please note: These delegations are set in the Delegation of Authority Framework

Page Number	Page 13 of 33
Review Date	16/11/2020
Print Date	21/11/2019
Version	2
Document Name	Supply Chain Management Policy

7 DELEGATION OF AUTHORITY

- (1) The Board discharges certain powers and duties to the CEO or delegated official to enable him/her to:
 - a) Maximise efficiency in implementing SCM system and policy; and
 - b) Enforce cost saving measures and controls to prevent fraud and corruption.

8 BROAD BASED BLACK ECONOMIC EMPOWERMENT

- (1) SIOC-CDT recognizes that Broad Based Black Economic Empowerment (B-BBEE) is the process by which previously disadvantaged South Africans are being empowered through:
 - a) Ownership;
 - b) Management control;
 - c) Employment equity;
 - d) Skills development;
 - e) Preferential procurement;
 - f) Enterprise development; and
 - g) Socio-economic Development.

9 SOURCING OF GOODS AND SERVICES FOR SIOC-CDT AND SUBSIDIARIES

(1) Sourcing of goods and services should be done through competitive enquiry or by other means in exceptional cases explained in the policy.

9.1 Terms of Reference (TOR) / Specifications

- (1) SCM should ensure that Technical specifications, standards or TOR quoted in SIOC-CDT bidding documents are compiled with a view of promoting the broadest possible competition, whilst still assuring that critical elements of performance or other requirements for the goods or services being procured are achieved.
- (2) It is the responsibility of the end-user to develop detailed, clear and unambiguous specifications or TOR.
- (3) SCM should ensure that TOR are approved by the relevant DOA before publishing.
- (4) SIOC-CDT shall base all specifications on relevant functional and/or performance requirements. Any references to brand names, catalogue numbers, or similar classifications will not be mentioned and are to be avoided.
- (5) Clear evaluation criteria should be included prior to the invitation of the bid as offers may only be evaluated according to the criteria stipulated in the bid documents.
- (6) The specification shall permit the acceptance of offers for goods which have similar functionality, and which provide performance at least equivalent to those specified.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	1 12/11/2019	21/11/2019	21/11/2019	Page 14 of 33



10 SUPPLIER DATABASE REGISTRATION

- (1) SIOC-CDT and its subsidiaries shall develop and manage supplier database under the guidance of HoF or delegated officials.
- (2) The SCM Unit should -
 - (a) Keep a list of accredited prospective providers of goods and services that should be used for the procurement requirements through written price quotations;
 - (b) As and when required, through newspapers commonly circulating locally and any other appropriate ways, invite prospective providers of goods or services to apply for evaluation and listing as accredited prospective providers;
 - (c) Specify the listing criteria for accredited prospective providers; and
 - (d) The list must be updated as and when required to include any additional prospective providers and any new commodities or types of services.

10.1 Evaluation and Approval

- (1) All information pertaining to the providers must be treated as confidential and maintained as such.
- (2) The SCM should state the listing or registration criteria in the supplier application form.

10.2 Supplier Database Utilisation

- (1) SCM should utilise the database to ensure effective and efficient procurement sourcing
- (2) The invitation per commodity should be done on a rotation basis; the procurement team must decide on the rotation.
- (3) Rotation should be fair and should not, under any circumstances, be prejudicial to bidders.

10.3 Removal from the Supplier Database

- (1) A provider will be removed from the Supplier Database upon approval by the Head of Finance or delegated official, under the following circumstances:
 - (a) The entity ceases to exist;
 - (b) Liquidation/sequestration of the entity;
 - (c) Continual proven non-delivery (maximum two times) or inability to meet minimum specification continuously;
 - (d) Non-compliance with legislation or statutory requirement e.g. tax status;
 - (e) Proven fraud and/or corruption;
 - (f) Implicated fraud/corruption, only once a thorough risk assessment by the SCM unit has been conducted and endorsed by EXCO:
 - (g) On provider's request in writing;
 - (h) By mutual agreement, in writing;
 - (i) When restricted or becoming restricted by the Trust Deed prescriptions; and
 - (j) Inactive supplier for a year or more.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 15 of 33



11 APPOINTMENT OF SERVICE PROVIDERS

- (1) On appointment, a service provider shall complete supplier vetting forms, providing all the required supporting documents, including the confirmation of banking details through a bank issued letter not older than 3 months, valid B-BBEE certificate, valid Tax PIN, shareholders and directors register (where applicable) and company registration documents.
- (2) On appointment, a service provider shall be reviewed to ensure that they are not listed on the SIOC CDT blacklist and/or on National Treasury list of blacklisted service providers.
- (3) Criminal and background checks should be performed before appointment of service providers where the value is equal to R 1M or above (once-off transactions) and before entering into any formal agreements. In line with FICA, SIOC-CDT will implement due-diligence measures including with respect to beneficial ownership and persons in prominent positions. This is to provide for a risk based approach for supplier identification and verification.
- (4) In cases where directors/ shareholders/ trustees/management of a prospective supplier have been identified as persons in prominent positions or related to persons in prominent positions, EXCO's discretion will be exercised in making the final appointment decision.

12 BLACKLISTING OF SERVICE PROVIDERS

- (1) No blacklisted service provider shall be appointed to supply goods and services to SIOC-CDT. Service providers shall be blacklisted under the following circumstances:
 - (a) Continual proven non-delivery or unable to meet minimum specification continuously;
 - (b) Proven fraud and / or corruption; or
 - (c) Implicated fraud/corruption , only once a thorough risk assessment by the SCM unit has been conducted and endorsed by EXCO.
- (2) A service provider shall be blacklisted for a minimum of 5 years. The blacklisted list shall be maintained and reviewed biannually or as and when required.

13 SOURCING METHODS

(1) The SCM official should ensure that there are multiple methods to procure goods or services. The applicable procurement method should be determined by the value of the purchase; as well as being informed by the budget and relevant comparison analysis (industry benchmarking) which should be conducted as part of the sourcing process.

13.1 Procurement Process

- (1) Goods, works or services may not deliberately be split into parts or items of lesser value merely for the sake of circumventing the prescribed procurement process.
- (2) When determining transaction values, a requirement for goods or services, consisting of different parts or items must, as far as possible be treated and dealt with as a single transaction.
- (3) All values below are inclusive of all applicable taxes.
- (4) The procurement of goods and services through this policy is conducted using different approaches as laid out in the table below:

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 16 of 33



Thresholds (Rand Value Range)	Procurement Method	Туре
R000 - R10 000	1 written quote (utilise supplier database)	All Goods and Services, Projects
R10 001 – R200 000	Minimum 2 written quotes (utilise supplier database); 1 written quote with motivation from end-user, supported by SCM unit and approved by HoF in the following exceptional circumstances a) Professional services (example corporate/ BBBEE specialists) due to proven quality past service delivery and/or institutional knowledge; b) Where a panel for a specific professional service (e.g. Legal services) has been established, the panel should be utilised to obtain two quotes. c) These appointments will be reported as part of the SCM report to GARC.	All Goods and Services, Projects
R200 001 – R500 000	All Goods and Services, Projects	
>R500 001 – R3M	3 written quotes received and minimum 5 requested bids (utilise supplier database). If less an approval from relevant approval authority or BAC before contracting.	All Goods and Services, Projects
Above R3M	RFP – Public bids (All necessary approvals)	All Goods and Services, Projects

Note: All Rand values are inclusive of all applicable taxes

- (5) In instances where the minimum number of three/five (3/5) quotes is not achieved through the RFQ process, the following options are available:
 - (a) To extend the deadline for the RFQ; and / or;
 - (b) To extend the invitation to quote to other supplies, once further market research has been conducted (suppliers outside of SIOC-CDT supplier database); and
 - (c) Obtain approval as per applicable DOA, to utilise the received number of quotes.
- (6) In issuing a bid, it is not necessary that contacted suppliers be registered on the supplier database. But once contracted, SIOC-CDT is to update the database to include the contracted supplier's details.

13.2 Verbal Price Quotations

(1) SIOC-CDT and its subsidiaries will not entertain verbal price quotations in the procurement of goods and services of any value.

13.3 Competitive Bids

(1) Goods or services above a transaction value of **R 3 million** (all applicable taxes included), long term contracts (above 3 years) may only be procured through a competitive public bidding process.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 17 of 33



14 EXCLUSIONS

- (1) The SCM official should ensure that all SCM procedures are adhered to and complied with, with the exception (exclusion) of the following
 - (a) **Subscription / Membership:** Any subscription or membership which is deemed necessary for information sourcing (e.g. newspapers, CIPS, regulatory fees, etc)
 - (b) **Training:** Specialised training, and conferences
 - (c) MoU: Where goods/services are procured by way of a partnership with approved institutions and/ or organisation;
 - (d) Single sourcing: Multiple service providers in the market, but a single service provider which can deliver on the specified requirements, e.g. universities
 - (e) Projects focusing on community development (ED Projects)

15 AVAILABILITY OF BID DOCUMENTS

- (1) SCM should ensure that a document setting out the terms and conditions, including general conditions of the bid shall be made available to bidders, or any member of the public interested in such information.
- (2) Bid documents should be ready and available before the bid is advertised.

16 PROCUREMENT ADVERTISING

- (1) Bid responses for the procurement of goods or services are to be solicited by advertising in the public media channels;
- (2) SIOC-CDT and its subsidiaries shall endeavour to advertise bids for a minimum period of fourteen (14) days.
- (3) Bids should be invited by the SCM Unit only after approval of the accuracy of information therein has been obtained from applicable approval levels, as per DOA.

17 LATE BIDS

- (1) Bids received late should not be considered;
- (2) Bids are late if they are received at the address indicated in the bid documents after closure time;
- (3) Bids received late should be recorded as such in a register
- (4) Bids shall be re-advertised in the event no suitable bids were received by closing time, where necessary.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 18 of 33



18 DEVIATIONS

- (1) The CEO or delegated official may dispense with the official procurement processes established by this policy to procure any required goods or services through any convenient process, which may include direct negotiations, but only in an emergency or:
 - (a) If such goods or services are produced or available from a single provider only;
 - (b) For the acquisition of special works of art or historical objects where specifications are difficult to compile; or
 - (c) In any other exceptional case where it is impractical or impossible to follow the official procurement processes; and ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.
- (2) If a deviation has to be resorted to, it has to be consistent with the definition of an emergency as defined below or be justifiable in terms of Exclusions.
- (3) A deviation must not be resorted to as a consequence of inadequate or bad planning. Any official responsible for procurement under these circumstances will be held accountable.
- (4) The CEO or delegated official is responsible for the approval of all deviations from normal procurement processes as per DOA. This includes deviations from advertising and embarking on a tender process.
- (5) The HoF or delegated official should record any deviations and report them at the next EXCO meeting. If more than two (2) deviations within six (6) months from the same department, deviations should be reported at the next board meeting.
- (6) The HoF or delegated official should keep deviations register and submit to GARC (Group Audit and Risk Committee) at the next GARC meeting.

19 EMERGENCY REQUIREMENTS

- (1) An emergency is a situation that may imminently/immediately give rise to the following threats/ risks to SIOC-CDT and its subsidiaries, which cannot be readily alleviated through any other means or interim measure, unless the relevant assets, goods and services are procured:
 - (a) Threats to human life or safety;
 - (b) Threats of substantial ecological damage;
 - (c) When emergencies arise and there is no procurement functionary immediately available i.e. after working hours or at a remote location, or when a procurement functionary is available, but there is limited time to initiate a normal procurement process via one of the acceptable procurement methods or sourcing mechanisms, the emergency procurement procedure may be used to resolve the emergency through the procurement of the required assets, goods and services. SCM official or delegated official should be contacted before execution of emergency process.
 - (d) The threat of major expense to SIOC-CDT and its subsidiaries;
 - (e) The prevention of reputational damage to SIOC-CDT and its subsidiaries; and
 - (f) Any other exceptional and unforeseen circumstances that may arise that the EXCO shall deem to fall within the definition of urgent process.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 19 of 33



- (2) Emergency dispensation shall not be granted in respect of circumstances other than that contemplated above. **Poor planning should not be used as an emergency.**
- (3) The emergency procurement procedures should not be used in respect of the following:
 - (a) To circumvent normal procurement procedures;
 - (b) As a result of insufficient stock level for items that are used daily;
 - (c) As a result of working programmes not properly planned; and
 - (d) As a result of no or insufficient communication between stakeholders and the SCM Unit.
- (4) Requirements for foreseeable "emergency" procurement are situations where any of the above mentioned threats/ risk to SIOC-CDT and its subsidiaries will only materialise after a period of time and therefore cannot be considered immediate, and must still be administered via a purchase request (PR) in the current procurement system, using normal procurement methods and sourcing mechanisms. Any urgent purchases are to be approved by the HOF or delegated approval authority.
- (5) In emergency purchases the SCM Official should ensure that, a convenient procurement process is used, and the available single supplier or multiple suppliers may be selected to deliver the required goods or perform the services.
- (6) A quotation is received along with the invoice after the goods or services have been received or rendered. Formal authorisation is obtained post ex facto.
- (7) As soon as possible after the emergency purchase, a motivation, drafted by both the end user and the SCM official, must be sent to relevant delegated official for sign off.
- (8) The motivation must set out the reasons for the emergency purchase and the procurement process followed to obtain the goods or services.
- (9) While the approval for the emergency procurement does not need to be obtained from a Delegated Approval Authority in order to secure supply of the assets, goods and services, the procurement of the goods and services must be ratified by the relevant EXCO at its next sitting.
- (10) To the extent that the EXCO determines that the procurement was not warranted as an emergency as defined in this policy, condonation will have to be sought by procurement, as per the condonation process.
- (11) Where an emergency arises, the most senior available SIOC-CDT official at a minimum of Executive or above, decides on the action needed to mitigate the threat and authorises the required procurement, without any further authorisation from a Delegated Approval Authority.
- (12) "Available" means present on the SIOC-CDT regional site, or at the office, or available by telephone, cellular phone or other means.
- (13) The same principles and procedures applicable to emergency procurement will also be applied to emergency disposals.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 20 of 33



20 LIMITED BIDDING - THE CLOSED TENDER PROCESS

- Closed tenders can be used with special approval from EXCO on recommendation from the BAC of SIOC-cdt and its subsidiaries.
- (2) An SCM official may procure goods or services by means of a closed tender process if:
 - (a) Specialised skills needed for the project are limited in an open market; and
 - (b) The urgency of the project does not allow for the normal advertising and tender periods.
- (3) All other tendering processes (request for bids, compulsory site meeting, etc.) will be applicable to the closed tender.
- (4) When procuring goods or services through a limited bidding process, the delegated official must ensure that, where relevant:
 - (a) All goods or services procured through a limited bidding process be recommended through the bid adjudication process prior to a final award being made as per the DOA Framework.
- (5) In cases where there is suspicion or evidence of the misuse of the limited bidding process, this matter will require investigation into the alleged misuse by the Risk and Compliance Management Function.
- (6) Where the investigation reveals that an SCM Official or End user intentionally favoured a particular supplier, and/or is found to have acted without exercising any reasonable care or diligence in the compilation of the tender / enquiry list, then the relevant corrective action, including disciplinary measures should be taken.

21 UNSOLICITED BIDS

SIOC-CDT will channel unsolicited bids to supply chain management (BEC) and a comprehensive evaluation must include the following:

- 1. A feasibility study that evaluates the costs and benefits of procuring the product or service from the proponent, including, as appropriate, an assessment of --
- 2. any unique, innovative, researched or meritorious methods, approaches or concepts demonstrated in the unsolicited proposal;
- 3. the overall scientific, technical, or socioeconomic merit of the unsolicited proposal;
- 4. the potential contribution of the unsolicited proposal to SIOC-CDT's strategic objectives;
- 5. an assessment of whether the proposed cost of the project is realistic, affordable and justified;
- 6. the background and rationale that caused the bidder to approach SIOC cdt, including affirmation that it was not done based on information not generally available and obtained from a trustee, executive or employee of SIOC cdt; and.
- 7. diligent and informed market enquiries should be made in confirming that a service or product of similar attributes is not available from other suppliers;
- 8. any other fact which, in the opinion of SIOC-CDT is relevant to the particular unsolicited proposal

22 CANCELLATION OF TENDER OR QUOTES (UNRESPONSIVE)

- (1) SIOC-CDT and its subsidiaries shall always reserve the right to cancel any tender as circumstances deemed necessary by the Departmental Head, in consultation with EXCO.
- (2) As per the DOA Framework, the delegated official may, prior to the award of a bid, cancel the bid if:
 - (a) Due to changed circumstances, there is no longer a need for the services, works or goods requested;
 - (b) Funds are no longer available to cover the total envisaged expenditure;

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 21 of 33



- (c) No acceptable bids are received. [If all bids received are rejected, SIOC-CDT should review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids]; or
- (d) If no or acceptable bids are received, the bid shall be considered unresponsive, and SIOC-CDT should review reasons before considering making revision to a specific bid.

23 APPOINTMENTS OF CONSULTANTS

- For the purposes of this document, the term consultants include but is not limited to, management consulting firms, engineering firms, training services, , research agencies and other technical experts.
- 2) The appointment of consultants shall follow the normal procurement process, however there are several differences which are dealt with herein, as the services to which this policy applies are of an advisory nature.

23.1 Invitations to Submit Company Profiles

 SIOC-CDT and its subsidiaries, should invite prospective consultants interested in providing professional service to the organisation, via adverts in the press on yearly basis. The profile should outline the company's expertise and previous projects completed successfully.

23.2 Compilation of a Consultant Roster

- (1) The BEC will be responsible for:
 - (a) The evaluation of documentation submitted by companies;
 - (b) The rating of companies and individuals according to the scorecard, as described in this document;
 - (c) Compiling a consultant roster for each of the construction and other fields as may be required by the organisation; and
 - (d) The roster must rank the professionals per discipline, from the highest to the lowest, in terms of the scorecard.

23.3 Selection of Consultants for Specialised Projects for Inclusion in a Panel

(1) This option must only be used when consultants with specialised knowledge are needed. The ranking rules previously stated, are not strictly applied, however the company / professional is rather selected from the roster on the basis of the specialised knowledge of the projects. The selection process can also be guided by a request for proposals for one or more companies / professionals from the roster.

23.4 Selection of Consultants for Normal Projects

The consultant's roster will be applicable for a 3 year period, and all consultants appointed must only be selected from the roster compiled for the 3 year period. The roster should be reviewed annually. As the needs arises, the relevant Head of Department in consultation with SCM unit will select consultants from the roster.

24 GENERAL APPROACH AND CONSIDERATIONS

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 22 of 33



- (1) There are four (4) major considerations that should guide the selection and appointment of consultants for any and all services required by SIOC-CDT:
 - (a) The requirement of high-quality services;
 - (b) The proposed improvements in efficiency;
 - (c) The requirement to provide qualified consultants an opportunity to compete in providing the services; and
 - (d) Where there is limited or no in-house expertise.
- (2) Consultants should only be engaged when the necessary and/or specialised skills or resources to perform the project effectively are not available within SIOC-CDT (i.e. in house).
- (3) The relationship between the consultant and SIOC-CDT should be one of purchaser and provider and not employer and employee.
- (4) The reasons for the appointment of consultants are, but not limited to the following:
 - (a) The provision of specialised services for a defined/limited period;
 - (b) To further SIOC-CDT with best practice knowledge, the transfer of skills,
 - (c) The upgrading of current methodologies and processes and capability building throughout the engagement; and
 - (d) The provision of independent advice on methodologies and project solutions.
- (5) When employing the services of a consultant, the SCM Official should further ensure that the consultant has a confidentiality clause in his/her contract or signs a Non-Disclosure Agreement as part of the contract.
- (6) Declaration of interests must be submitted by the consultant at the time of competitive tendering /mandated negotiations and before contracting, to ensure that there is no conflict of interests.
- (7) Where it is foreseen that the particular consulting services will be followed by further assignments, phases or related services, such as an implementation phase, the relevant Procurement Manager and/or tender committee involved in appointing the consultant/s may only deviate from the normal procurement process by sourcing quotes from the same supplier, after failing to receive appropriate proposals, through open tender process
- (8) Where the consultant that did the original consultation is permitted to tender for subsequent consultation or services, then the SCM Official should obtain approval (as per the DOA Framework) from the Delegated official that approved the initial consultation contract or the appropriate committee.
- (9) However, it must be noted that where a consultant has been specifically appointed (either directly or indirectly) to design a particular scope of work for SIOC-CDT, such a consultant is not permitted to participate in at least the first tender for the assets, goods or services concerned, unless a "design and build" strategy has been approved by Exco.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 23 of 33

25 TENDER CLOSURE

- (1) On tender closure, the following should be done
 - (a) The tender box must be opened in front of tenderers, consultants and officials present;
 - (b) A tender register of received bids, consultants and officials present must be maintained.

26 EVALUATION AND ADJUDICATION OF TENDERS

26.1 Role of the Consultant

- (1) The consultants (example principal agent and quantity surveyor), along with the BEC will fulfil a specific role in the process of the evaluation of tenders. They will scrutinise and evaluate all tenders submitted for a specific project against the set criteria.
- (2) Consultants and members of the BEC will complete the scorecard each recommended and responsive contractor and submit their findings in a tender evaluation report to BAC.

26.2 Roles of BEC and BAC

The policy allows for the separation of BEC and BAC functions during the tender process. The committees must do the following for SIOC-CDT and its subsidiaries.

Bid Evaluation Committee	Bid Adjudication Committee
 Evaluate the company profiles submitted by consultants Compile and rank the consultant's roster for further use by the relevant department Consider and verify the evaluation reports and scorecards together with any information submitted as part of the tender Rank the quotations or tenders and refer it to the BAC 	 Select a consultant or contractor from information supplied by BEC Make a recommendation to a delegated authority for appointment of a consultant or contractor, as per SIOC-CDT's Delegation of Authority

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	1_12/11/2019	21/11/2019	21/11/2019	Page 24 of 33



27 COMPOSITION OF COMMITTEES

- (1) All committees should be appointed on an annual basis, with an option to extend each individual's appointment for a period not longer than 12 months, and when necessary. All bid committees shall be approved by the CEO or any delegated official.
- (2) Majority of BEC and BAC representative should be SIOC-CDT officials, and at least comprise of the following representatives:

BID EVALUATION COMMITTEE				
Title	Role			
User Department: Manager	Chairperson - Participates in the evaluation process			
Consultant	Provide advice on technical inputs (advisory role, no decision)			
SIOC-CDT employees	Participants in the evaluation process			
Relevant Technical Manager	Provide technical inputs			
Risk and Compliance Officer	Risk and Compliance management			
Senior Finance Official	Provide guidance and input on financial matters			
Supply Chain Management Unit	Ensure compliance to policy			

BID ADJUDICATION COMMITTEE						
Title	Role					
Head of Finance	Chairperson					
Heads of Departments excl. CEO, Company Sec 8	Provide general input and					
HRM and the head of the user department.	approval/ rejection based on outcome from BEC					

Where necessary, include external specialist advisors

- (3) All committee members must sign an attendance register and a declaration of interest at each meeting.
- (4) All representatives on the committee must sign a confidentiality statement.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 25 of 33



28 SCORECARDS – EVALUATION CRITERIA

28.1 Scorecards for Ranking of Prospective Service Providers

(1) All profiles and proposals submitted by prospective service providers will be scored on preferential procurement criteria as shown in a table below:

STEP 1: FUNCTIONALITY EVALUATION

Criteria	Weightings
Experience, Capacity and Capability	70
Local Representation	30
TOTAL	100

- (2) All service provider failing to meet a predetermined minimum threshold score in functional/technical evaluation, will not proceed to B-BBEE and pricing evaluation.
- (3) Threshold can range from e.g. 50% to 80%, based on the complexity of the business requirement(s)

STEP 2: PRICING AND B-BBEE

Criteria	Weightings (<r1m)< th=""><th>Weightings (>R1M)</th></r1m)<>	Weightings (>R1M)
Price	70	80
B-BBEE Scorecard (focusing on SMME and	30	20
local talent development)		
TOTAL	100	100

(1) End user shall provide all technical evaluation criteria to SCM, prior to sourcing of a service provider, for all goods and services.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 26 of 33

29 AWARDING THE CONTRACT

- (1) The SCM official should ensure that award and regret letters are sent to the relevant bidders and retained on file for audit purposes.
- (2) All contracts are to be monitored by the delegated official within the SCM department through the SIOC-CDT contract management system (Sage). This is to be managed in conjunction with supplier performance.
- (3) All contracts should be in standard contracts templates as approved by the appropriate levels, as detailed below:
 - (a) JBCC contracts should be used for all building and building agreements
 - (b) PROCSA contracts should be used for all consultants services Agreements
 - (c) Service Agreement
 - (d) Goods Agreements
- (4) Bespoke contracts, are exempted from above listed standards contracts

30 PASSOVER

- (1) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
- (2) The reasons for such a decision must be approved by EXCO or appropriate DOA level and recorded for audit purposes and must be defendable in a court of law.

31 POST BID OR QUOTE NEGOTIATIONS

- (1) If post bid negotiation is required, SCM should ensure that it obtains a mandate to negotiate, from the appropriate committee.
- (2) During post-bid negotiations, prices, terms, conditions, specifications and/or other confidential information of one bidder must not be disclosed to others.
- (3) Where post-bid negotiations are conducted with a duly approved shortlist of preferred bidders, all such bidders should be requested to submit their "best-and-final offer" in writing to the SCM official by a set closing date.
- (4) This method may also be employed in the single preferred bidder scenario, if there is reason to believe that this may yield a further price reduction subsequent to the negotiation session.
- (5) Where there are newly agreed terms and conditions as a result of post-bid negotiations, the SCM official is to ensure that all the relevant changes are correctly reflected in the contract.

32 WITHDRAWAL OF BIDS

(1) A bidder may request in writing after the closing of a bid, but prior to evaluation that their bid be withdrawn. Such a request may be granted at the discretion of the Executive Committee or a duly delegated SCM representative.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	1 12/11/2019	21/11/2019	21/11/2019	Page 27 of 33



33 CONTRACT MANAGEMENT

- (1) Prior to signing a formal contract or service level agreement with a supplier, the delegated official and authorities should ensure that such contracts or agreements are legally sound to avoid potential litigation and to minimise possible fraud and corruption.
- (2) The contracts management principles outlined in this policy, will be applicable to all contracts regardless of their value (a decision to manage low value or once-off contracts will be based on the risk associated with the goods, services or works)

33.1 Scope

- (1) The contract management policy is applicable to all SIOC-CDT contracts for the supply of goods and services, regardless of their value (once-off contracts will be based on the risk associated with the goods and services.
- (2) This policy will govern, but not limited to, the following types of contracts across SIOC-CDT:
 - (a) Supply of goods and services;
 - (b) Revenue generating contracts;
 - (c) Investments contracts;
 - (d) Donations or sponsorships; and
 - (e) Lease/rental agreements?

33.2 Governance

- (1) All contracts approvals shall be in line with the delegation of authority (DOA) as outlined in SIOC-CDT DOA framework;
- (2) A contract sign-off schedule shall be utilised as proof that the contract was reviewed and signed-off by a delegated official;
- (3) Contracts shall include terms and conditions appropriate to the services, lease, goods or works to be delivered;
- (4) All contracts shall be centrally located in an electronic or manual system and recorded in a contract register with originals being securely maintained by the delegated official.

33.3 Administration

- (1) The delegated official shall facilitate documentation (contract administration file) handover from supply chain to the contract management team.
- (2) A compliance checklist risk template shall be used to analyse, assess, transfer or mitigate the risk.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 28 of 33



33.4 Contract Review and Closing Activities

- (1) The contract review shall:
 - (a) Commence timeously or at least four (4) weeks before contract expiry date/defects period.
 - (b) Ensure that a "Lesson learnt" exercise is coordinated with all the relevant stakeholders for all strategic contracts and concluded before contract expiry / completion of the works / defects period;
 - (c) Ensure all lessons learnt are properly captured or documented and used to improve on the contract management process during the next contract lifecycle; and
 - (d) Ensure that the contract and all ancillary document or information are securely archived to enable easy retrieval when required.

33.5 Contract Breach and Termination

- (1) Breach Notice
 - (a) The breach notice is applicable to all contracted service providers
 - (b) Prior to terminating a service provider for default, a breach notice should be sent to the service provider, providing the service provider 7 to 10 working days, to correct the breach, defect, deficiency or violation (if violation is with respect to fraud, termination is immediate).

33.6 Notice of Termination

- (1) Should the contractor fail to correct the breach within the indicated period, the contract may be terminated. The notice of termination should contain the following:
 - (a) The effective date of termination;
 - (b) Reference to the clause under which the contract is being terminated; and
 - (c) A concise, accurate statement of the facts justifying the termination.

33.7 Termination

- (1) The contract may be terminated if:
 - (a) The bidder committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that bidder;
 - (b) That bidder or any of its Directors/trustees/prescribed officers/management/shareholders/associated party has abused the supply chain management system of SIOC-CDT or has committed any improper conduct in relation to such system; and
 - (c) Has been convicted for fraud or corruption during the past five years.
- (2) A contract may not be terminated for default when the failure to perform is due to excusable causes. In order to qualify as an excusable cause, the cause must be beyond the control, and without the fault or negligence of the contractor. Such excusable causes include but are not limited to acts of God or *force majeure*.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 29 of 33



(3) If termination is due to dishonesty or fraud, the service provider will automatically be backlisted.

33.8 Extension of Contract Periods

- (1) Extension of contract periods is undesirable because it often leads to uncontrolled increases in the contract prices.
- (2) These must therefore be restricted to the minimum. The user department is responsible for ensuring that timely application is made for the arrangement of new contracts.
- (3) Where justifiable reasons are provided for extending a contract, the relevant application may be considered favourably, and contractors may be approached with the request to indicate whether they are prepared to extend the contract period.
- (4) The fact that extension of contracts might affect the schedule for other contracts must also be borne in mind
- (5) If contractors are prepared to extend the contract period, but with amended price conditions, the reasonableness of the prices must be established.
- (6) Contracts may normally not be extended beyond the period as determined by the SIOC-CDT DOA framework. However, the market (request for proposals) must again be tested before the extended period has expired.
- (7) The contract may not be extended more than two times without testing the market, regardless of the value.

33.9 Key Clauses

(1) All contracts between SIOC-CDT and a third party, shall be vetted by the relevant delegated SIOC-CDT official or duly assigned SIOC-CDT legal representative, and shall include penalty provisions (protection clauses) and clauses as required per the Trust deed.

34 ENTERPRISE AND SUPPLIER DEVELOPMENT

- (1) SIOC-CDT's ESD program aims to:
 - (a) promote socio and economic development in the host communities;
 - (b) promote objects under the Charter as articulated section 11.1 of the Trust Deed;and
 - (c) develop prosperity and sustainability in the host communities.
- (2) SIOC- CDT and its subsidiaries, shall have an ESD program that is focused on preferential procurement and supplier development.
- (3) Preferential procurement where practically possible shall be mandatory in the bidding process of all goods and services (excluding specialist skills).
- (4) SIOC-CDT and its subsidiaries, is required, where practically possible, to procure locally produced goods or services.
- (5) In the case of designated categories, SIOC-CDT is required to publish such bids with conditions that only locally produced goods or services with a stipulated minimum threshold for local and black ownership or designated groups will be considered.
- (6) Inclusion of ESD criteria is mandatory for all formal competitive bids.
- (7) ESD evaluation criteria may comprise of one of the following:
 - Skills and Development with the objective of increasing the skills base of local or beneficiary communities;

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 30 of 33



- (b) Employment and Job creation with the objective of ensuring the creation of new jobs by suppliers as a direct result of being awarded SIOC-CDT contracts;
- (c) **Localisation** with the objective of ensuring that SIOC-CDT and suppliers procurement spend is utilised to develop communities-based suppliers;
- (d) **Supplier development** with the objective of providing a platform for local communities-based supplier to develop into national suppliers.

35 COMBATING ABUSE OF THE SCM SYSTEM

- (1) The SCM official or delegated authority must-
 - (a) take all reasonable steps to prevent abuse of the supply chain management system;
 - (b) investigate any allegations against an official or other role player of fraud, corruption, favouritism, unfair or irregular practices or failure to comply with this supply chain management policy, and when justified take appropriate steps against such official or other role player; and report any alleged criminal activity/conduct to the South African Police Service;
 - (c) Reject any bid from a bidder who during the last five years has failed to perform satisfactorily on a previous contract with the SIOC-CDT or any other subsidiary after written notice was given to that bidder that performance was unsatisfactory; and
 - (d) Reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, trustees/prescribed officers/management/shareholders/associated parties, have committed a corrupt or fraudulent act in competing for the particular contract.

36 CONFLICT OF INTEREST

- (1) SIOC-CDT trustees, employees, directors and members of sub-committees who have interests which are, or may potentially be, in conflict with SIOC-CDT's interests must declare such interests through the signing of SIOC-CDT's declaration of interest form as and when such interest is known or becomes apparent. (Refer to clause 38: Prohibitions)
- (2) Suppliers will be required to comply with the SIOC-CDT Code of Ethics, as well as the terms of SIOC-CDT's standard conditions of contract regarding safe and ethical practices.

37 RECORD KEEPING

- (1) SCM should establish an effective and efficient record management system.
- (2) All files must be available for scrutiny by internal and/or external auditors, by the Risk and Compliance function, or any other interested party within SIOC-CDT and / or within the legislative framework
- (3) These files should be kept for at least 5 (five) years after the conclusion of the project. (As per record keeping regulations).

38 NON-COMPLIANCE TO POLICY

(1) Transgression of this policy constitutes financial misconduct and depending on the facts will lead to criminal proceedings.

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 31 of 33



- (2) Disciplinary Code: Failure to comply with organizational policies and procedures may result in one of the following:
 - (a) Written warning;
 - (b) Final written warning; or
 - (c) Dismissal.

39 PROHIBITIONS

- (1) This policy shall be read in conjunction with other relevant SIOC-CDT policies and Code of Ethics. The spirit of this policy encompasses good governance, transparency and ethical behaviour.
- (2) SIOC-CDT trustees, employees, directors, members of sub-committees or immediate family (which shall mean the spouse, child, grandchild, parent, grandparent or sibling) are prohibited from participating in procurement processes where they will derive direct monetary gains or any other indirect gains by reason of procurement processes. (Refer to Clause 35: Conflict of Interest_

40 PAYMENT TERMS

- (1) The following payment terms shall apply:
 - (a) SIOC-CDT shall pay into designated bank account of the Supplier any amount due by it and invoiced by the Supplier or as per progress certificates;
 - (b) SIOC-CDT shall make such payment within 30 days of end of month of invoice date or within a reasonable period thereafter or as may have been agreed to by the parties;
 - (c) In the event that a payment is delayed for 30 days, the Supplier may, after giving 30 day-notice of his intention to do so, suspend its performance until the payment is received from SIOC-CDT;
 - (d) Should SIOC-CDT not remedy its breach within a further period of 30 days from date of suspension, then the Supplier shall have the right to terminate the Agreement on notice to SIOC-CDT and recover such costs and damages as it is entitled to under the Agreement;
 - (e) SIOC-CDT may withhold any payment due to the Supplier, if no proof of completion or receipt of goods and services is not submitted and approved by a delegated official;
 - (f) Within 2 (two) months after Completion of service, the Supplier must provide to SIOC-CDT, a final payment claim titled "Final Payment Claim" or within a reasonable period thereafter or as may have been agreed to by the parties;
 - (g) After the expiration of the 2 (two) months period, the Supplier is barred from making any claim against SIOC-CDT in respect of the Contract Price which has not been made; subject to specific clauses in individual agreements
 - (h) SIOC-CDT may withhold full or part payment due to Suppliers, if the supplied goods and services, is defective, incomplete or does not meet the specified requirements (specifications).

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 32 of 33



41 CONDONATION

- (1) Whenever any SIOC-CDT employee or representative procures assets, goods or services by any means without adherence to the approved policy:
 - a) Condonation for minor breaches must be requested from the CEO, relevant committee and individual that has the delegation to approve the invoiced amount (excluding VAT) in the absence of a contract, unless purchases were made against an expired contract, or against an approved existing contract, but in a manner which was irregular, in which case the request for condonation must be made to the committee that approved the original contract/order.
 - b) If the original order / contract was approved through adjudication, then the condonation must still be sought from a relevant committee with an appropriate level of delegation.

42 HEALTH AND SAFETY

- (1) SIOC-CDT is committed to health and safety of both its own employees as well as that of its business partners, it also applies to all new suppliers who intend doing business with SIOC-CDT. All services providers shall abide by health and safety requirements of the organisation, this may include safety induction
- (2) In ensuring safe and healthy working environment all suppliers of SIOC-CDT have to work together with the organisation in minimising any risk that might jeopardise health and safety of SIOC-CDT

Document Name	Version	Print Date	Review Date	Page Number
Supply Chain Management Policy	2	21/11/2019	16/11/2020	Page 33 of 33