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| UMNGENI-UTHUKELA WATER AMANZI | UMNGENI-UTHUKELA WATER | |
| Procurement Division | | PROC/SCM/POL/01 |
| Supply Chain Management Policy | | Rev.: 10 |

# SUPPLY CHAIN MANAGEMENT POLICY

| Approval Process | Position or Meeting number | Date |
|---|---|---|
| Originator: | Senior Procurement Manager: Governance Contracts Management Monitoring &Compliance | 01/09/2026 |
| Reviewed by Line Manager: | Chief Procurement Officer | 22/05/2026 |
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## 1. PURPOSE

The policy aims to ensure that SCM activities of UUW meets the following key objectives:

1.1. To give effect to Section 217 of the Constitution of the Republic of South Africa as well as Section 51(1)(a)(iii) of the PFMA by implementing a SCM system that gives due consideration to the principles of just administrative action, fairness, equity, transparency, competitiveness and cost effectiveness;

1.2. Align with legislative and regulatory requirements;

1.3. Govern SCM for the entire UUW business;

1.4. Establish uniform principles of SCM for all procurement-related transaction within UUW;

1.5. To implement SCM practices and systems that:

- Are clear and easy to follow;
- Promote the consistent application of “best practices” throughout UUW’s supply chain, whilst embracing “value for money” principles;
- Ensure the efficient, effective and uniform planning for and procurement of all services and goods, required for the proper functioning of UUW; and
- Utilise procurement to develop, support and promote historically disadvantaged individuals, small, medium and micro enterprises (SMME’s) while adhering to the applicable prescripts on the attainment of preferential goals;

1.6. To abide by all UUW policies relevant to SCM activities.

1.7. To prevent any SCM related fraud, corruption and/or other economic crimes at UUW; and

1.8. To prevent any irregular or fruitless and wasteful expenditure in the Procurement process.

## 2. SCOPE

2.1. This policy document sets out the minimum standards that shall be adhered to by those involved in UW SCM activities and is specifically binding on all employees, including, but not limited to, temporary staff, contractors, sub-contractors, service providers, supplier development partners, enterprise development partners, business partners in local and foreign countries, Agents and any entity and/or consultants doing business with UUW.

2.2. SCM activities specifically include the procurement of goods, services and infrastructure for UUW and related activities.

2.3. This policy is applicable to all procurement transactions within UUW except those stated as exempted.

2.4. This policy shall be read together with applicable legislation as well as the relevant sections of the Delegation of Authority and the SCM related Procedure Manual that include detailed procedures for all UUW Procurement activities. Where any conflict between the SCM Policy and the procedures manual exist, the policy shall prevail.

## 3. APPLICABLE LEGISLATION & REGULATIONS

3.1. UUW recognises the importance of complying with all applicable regulatory requirements as reflected in the UUW regulatory universe. Specific reference is made to the following legislation and related regulations (as amended) with which UUW's SCM Activities shall comply, to the extent required by law:

- Constitution of the Republic of South Africa, 1996 (“the Constitution”);
- Public Management Finance Act of 1999 (“PFMA”);
- Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000)
- Preferential Procurement Regulations of 2022 (“PPR”);
- Occupational Health and Safety Act 85 of 1993 (“OHS”);
- Prevention and Combating of Corrupt Activities Act 12 of 2004;
- Promotion of Access to Information Act 2 of 2000 (“PAIA”);
- Protection of Personal Information Act 4 of 2013 (“POPIA”);
- Broad-Based Black Economic Empowerment Act, (Act No. 53 of 2003)
- Construction Industry Development Board Act (No.38 of 2000) and its Regulations, 2019.
- Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- National Treasury Instruction Notes; and
- Any other legislation applicable to UUW SCM Activities.

## 4. AUTHORITY, ROLES AND RESPONSIBILITY

The roles and responsibilities of the structures and officials listed below are defined from a Supply Chain Management (SCM) perspective and must be executed in compliance with the Public Finance Management Act (PFMA), applicable Treasury Regulations, and all relevant prescripts.

### 4.1. The Board

The Board, as the Accounting Authority, must:

a) Approve this SCM Policy and any amendments thereto;

b) Exercise oversight to ensure the effective, efficient, economical, and transparent implementation of the SCM Policy

c) To ensure that UUW operates as a good and ethical public entity

### 4.2. Executive Committee (EXCO)

The Executive Committee (EXCO) provides:

a) Strategic oversight of the Supply Chain Management (SCM) Policy. It reviews and endorses the policy to ensure alignment with organisational objectives, regulatory requirements, and good governance principles.

b) EXCO also considers key risks, approves significant changes, and provides direction on implementation to ensure that SCM practices are transparent, fair, and effective.

### 4.3. Chief Executive (CE)

The Chief Executive, as the administrative head ensures:

a) The CE is the sponsor of this policy and is responsible for providing support to the policy, reviewing the policy for consistency with related UUW policies, systems, codes of good practice and conduct and ensuring that the correct approval and documentation processes are being followed.

b) he implementation and maintenance of an effective, efficient, and transparent SCM system;

c) Establish and maintain an SCM governance framework, including the SCM Procedure Manuals and supporting controls;

d) Appoint Bid Committee members in accordance with applicable regulatory requirements;

e) Ensure that appropriate processes are in place to manage disputes, appeals, and objections related to procurement decisions; and

f) Promote sound financial management and internal control systems.

### 4.4. Chief Procurement Officer (CPO)

The Chief Procurement Officer (CPO)

a) Is e owner of this policy and is responsible for the documentation of the policy, timely review and updating of the policy, dissemination and consultation on the policy with relevant stakeholders. The CPO is also responsible for support and training on the policy across UUW.

b) Provide strategic leadership and direction for the Supply Chain Management (SCM) function, ensuring alignment with organisational objectives and applicable legislative and regulatory frameworks;

c) Ensure the development, implementation, and continuous improvement of SCM policies, procedures, systems, and controls;

d) Ensure that all procurement activities are fair, equitable, transparent, competitive, and cost-effective, in compliance with the PFMA, Treasury Regulations, and other applicable prescripts;

e) Establish and maintain effective governance structures and controls within SCM, including oversight of bid committees and procurement decision-making processes;

f) Monitor and enforce compliance with SCM policies and regulatory requirements, and implement corrective actions where non-compliance is identified;

g) Provide oversight of strategic sourcing, demand management, and procurement planning to optimise value for money and support service delivery objectives;

h) Oversee contract management practices to ensure that contracts are effectively administered, monitored, and enforced throughout their lifecycle;

i) Identify, assess, and manage SCM-related risks, and ensure that appropriate mitigation measures and internal controls are implemented;

j) Promote ethical conduct, integrity, and accountability within the SCM function, including the prevention of fraud, corruption, and irregular expenditure;

k) Ensure effective supplier relationship management and promote supplier development in line with applicable transformation and preferential procurement objectives;

l) Report on SCM performance, compliance, risks, and material issues to the Chief Financial Officer, EXCO, and relevant governance structures; and

m) Ensure that SCM personnel are appropriately capacitated through training, development, and performance management.

### 4.5. Supply Chain Management Unit

The SCM Functional Heads must:

a) Implement and administer this Policy and all SCM-related prescripts;

b) Execute demand management, acquisition management, logistics management, disposal management, and performance reporting functions;

c) Facilitate fair, equitable, transparent, competitive, and cost-effective procurement processes;

d) Ensure compliance with preferential procurement legislation and organisational objectives;

e) Maintain effective records and reporting systems to support audit and regulatory requirements;

f) Monitor compliance and performance within SCM processes and recommend corrective actions where required; and

g) Submit statutory and management reports on SCM performance and compliance.

### 4.6. Bid Committees

a) The various BSC, BEC, BAC and BAT committees are responsible for the Specification, evaluation and adjudication of SCM Activities in accordance with their respective terms of reference.

### 4.7. Divisions/End Users/Business Units

End-Users have various responsibilities throughout the procurement process. End-Users must:

a) Ensure that procurement planning is aligned to the approved Procurement Plan and budget;

b) Submit complete, accurate, and approved purchase requisitions with clear, objective specifications and delivery requirements.

c) Compile any technical and/or user requirement specifications required for the successful procurement of the goods and/or services;

d) Ensure that requisitions for requests for tenders or quotes are submitted in a timely manner to facilitate adherence to the SCM policy and procedures and ensure that the goods and services are received by the required time.

e) Confirm budget availability prior to initiating procurement processes;

f) Monitor contract and supplier performance and ensure timely delivery of goods and services;

g) Report non-performance or breaches of contract to the SCM Unit for appropriate action;

h) Ensure that valid contracts or Service Level Agreements are in place prior to the commencement of services; and

i) Ensure that all contract variations and deviations are properly approved, documented, and communicated to SCM.

### 4.8. Chief Financial Official (CFO)

a) The CFO is responsible for managing UUW's budget.

b) The CFO is the Chairperson of the BAC

### 4.9. Legal Services

a) Must provide legal advice on SCM matters, including contract drafting, interpretation, and dispute resolution;

### 4.10. Risk Management

a) Must identify, assess, and monitor SCM-related risks and ensure appropriate mitigation controls are implemented;

## 5. DEFINITIONS AND ACRONYMS

In this policy, unless the context otherwise requires, the following capitalised terms shall have the meanings assigned to them below and cognate expressions shall have corresponding meanings:

"**Accounting Authority**" means the uMngeni-uThukela Water Board in terms of the Public Finance Management Act.

**"B-BBEE Act"** means the Broad Based- Black Economic Empowerment Act 53 of 2003, and any amendments thereto.

"**Bidding Process"** refers to a competitive bidding process

**"Codes"** means the Codes of Good Practice on B-BBEE

"**Contract"** means a written agreement duly signed and witnessed by relevant parties, which results from a SCM process, which is a mutually binding legal relationship obligating the seller to furnish the goods and/or services and the buyer to pay for it.

"**Contractor/Supplier/Service Provider"** means any natural or juristic person whose bid has been accepted by UUW, including Supplier and Enterprise Development Partners.

**"Corruption"** Any person who accepts or offers to accept any gratification from any person or gives or offers to give to any other person any gratification in order to act in a manner that amounts to the illegal, dishonest, unauthorised, incomplete or biased misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any power, duties, or functions arising out of a constitutional or any other legal obligation that amounts to the abuse of a position of authority, a breach of trust or the violation of a legal duty or a set of rules

**“Cross Functional Team”** refers a group of individuals from different organisational functions with subject matter expertise brought together to achieve a specific objective.

**“Delegated Authority”** means when authority is delegated to a UUW executive or an Employee, or a UUW committee or the Board of Directors as per the Delegation of Authority (“DoA”) Framework.

**“Demand Management Activities”** means all those activities required to manage UUW’s demand.

“**Employee”** means any person who is employed by UUW on an indefinite or fixed term contract.

“**End-User”** means the individual or division who requires the goods or services.

“**Fraud”** means any unlawful and intentional misrepresentation which causes actual prejudice, or which is potentially prejudicial to another person and/or organisation.

"**Fronting”** means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the associated Codes.

**“In Writing” or "Written**" means any worded or numbered expression that can be read, reproduced and later communicated, and includes electronically transmitted and stored information.

“**Manager”** means any employee in UUW, by whatever designation he/she is known, with delegated authority.

“**Organ of State”** means a national or provincial department; a public entity listed in schedule 2 or 3 to the PFMA; or a constitutional institution listed in schedule 1 to the PFMA.

“**Procurement**” means all the actions required to purchase goods, services or infrastructure for UUW.

“**Procurement by “other means”** means specific cases where it is impractical to invite competitive bids.

**“Related Party**” means any person or entity that has a direct or indirect relationship with another party—through control, ownership, family ties, or significant influence that may affect the objectivity and independence of transactions.

**“Demand management**”: including needs analysis, strategic planning, procurement planning, and market analysis;

**“Acquisition management”**: including inviting, evaluating and awarding bids and the associated contract management;

“**Logistics and Inventory management**”: including the setting of inventory level, receiving and distributing goods, stores and warehouse management, transport management, vendor performance and maintenance;

“**Contract management”** is the process that ensures both parties to a contract fully meets their respective obligations as efficiently and effectively as possible, to continually deliver both the business and operational objectives required from the contract.

**“Disposal management”:** including the disposal of acquired goods, assets or immovable property when no longer needed;

**“Risk management**”: including the identification and mitigation of SCM related risks; and regular assessment of supply chain performance

**“SCM Activities”** means all those activities required to procure goods, services and infrastructure to deliver on UUW’s mandate. These activities include demand management, acquisitions management, logistics and inventory and contract management.

**“Shall”** denotes the imperative

**“Signature” or "Signed"** means the discrete and verifiable symbol of an individual which, when affixed to a writing with the knowledge and consent of the individual, indicates a present intention to authenticate the writing; this includes electronic symbols

**“State”** means a national or provincial department; national or provincial public entity or constitutional institution; municipality of municipal entity; a provincial legislature; parliament.

“**AA”** means Accounting Authority as defined

**“B-BBEE”** means Broad-Based Black Economic Empowerment as defined in the B-BBEE Act

“**BAC**” means Bid Adjudication Committee

“**BAT”** means Bid Appeals Tribunal

“**BEC”** means Bid Evaluation Committee

**“BSC**” means Bid Specification Committee

“**CFT**” means Cross Functional Team

“**CPG”** means Contract Participation Goals

“**CPO”** means the Chief Procurement Officer of a uMngeni-uThukela Water

**"DoA**" means Delegation of Authority as per the uMngeni-uThukela Water Delegation of Authority Framework

**"EME"** means Exempted Micro Enterprises

"**ESD"** means Enterprise and Supplier Development

"**CEO"** means the Chief Executive Officer of UUW

"**CFO"** means the Group Chief Financial Officer of UUW

"**CPO"** means the Group Chief Procurement Officer of UUW

**"PFMA"** means the Public Finance Management Act

**"SCM"** means Supply Chain Management

"**ToR"** means Terms of Reference

'**UUW"** means uMngeni-uThukela Water

**"VAT"** means value added tax

## 6. GENERAL SCM PRINCIPLES

6.1. UUW SCM activities shall comply to all applicable legislation as listed in section 3.

6.2. UUW SCM activities shall comply with a system that is fair, equitable, transparent, competitive, and cost-effective;

6.3. UUW SCM shall create an SCM function that is consistently seeking efficiency, whilst maintaining compliance and adhering to the highest standards of governance.

6.4. SCM excludes petty cash transactions, which are governed by the UUW Petty Cash Policy.

6.5. UUW shall take all reasonable precautions that seek to detect and prevent anti-competitive conduct throughout the supply chain;

6.6. UUW will not conduct business with its Employees, temporary staff or contracted staff. UUW will not award any business to any business owned by current UUW Employees or board members;

6.7. UUW will not conduct business with any persons restricted by National Treasury from doing business with the State.

6.8. UUW has adopted zero tolerance to any acts of fraud, corruption, economic crime, improper conduct and abuse in the SCM system.

6.9. All employees are required to familiarise themselves with the various forms of procurement fraud to support effective prevention, detection, and deterrence. Procurement fraud includes, but is not limited to, the following:

- Falsification of documentation
- Fronting
- Bid-rigging and bid suppression
- Forging of quotations
- Submission of Phantom Bids
- Irregular exclusion of suppliers from formal procurement processes
- Acceptance of kickbacks
- Anti-competitive collusion
- False or inflated invoicing

6.10. All employees and stakeholders have a duty to report any suspected or actual incidents of fraud, corruption, or unethical conduct through the prescribed reporting channels.

6.11. UUW is committed to protecting whistle-blowers. Any person who reports suspected wrongdoing in good faith will be protected from victimisation, retaliation, or prejudice, in line with applicable whistle-blowing legislation and organisational policies.

6.12. UUW shall ensure value for money in its SCM activities.

6.13. All Delegations of Authority relating to SCM must be in line with UUW's Delegations of Authority Framework.

## 7. THE SUPPLY CHAIN MANAGEMENT UNIT

7.1. The Supply Chain Management Unit oversees Supply Chain Management activities and provides for demand management, acquisition, logistics, inventory, disposal, contract, risk and supplier performance management.

7.2. The Supply Chain Management activities is inclusive of infrastructure and construction procurement.

7.3. The Supply Chain Management Unit reports directly to the Chief Procurement Officer.

7.4. The Supply Chain Management Unit has been operationally segmented into four cross-functional areas:

Demand Planning & Inventory, overseeing the following functions:

- Demand Management;
- Inventory Management; and
- Logistics Management.

Acquisition & Support, overseeing the following functions:

- Goods & Services Procurement;
- Infrastructure Procurement; and
- Procurement Administrative Support.

Governance, Contracts, Monitoring & Compliance, overseeing the following functions:

- SCM Governance;
- Contract Management; and
- Supplier Management.

Enterprise Supplier Department overseeing the following functions:

- Facilitate participation of previously disadvantaged groups in procurement opportunities;
- Promote supplier and enterprise development;
- Support local economic development;
- Encourage skills development and job creation; and
- Advance sustainable black-owned enterprises and black industrialists.

## 8. SUPPLY CHAIN MANAGEMENT FUNCTIONS

The SCM functions include:

a) Demand Management.
b) Acquisitions Management.
c) Logistics
d) Contract Management
e) Disposal Management
f) Inventory Management
g) Risk Management.
h) SCM Performance.

### 8.1. Infrastructure and Construction Procurement

8.1.1. The Supply Chain Management (SCM) System provides for two distinct components, namely General Goods and Services Procurement and Infrastructure and Construction Procurement. Infrastructure and Construction Procurement must be read together with and applied in accordance with applicable prescripts issued by the Construction Industry Development Board (CIDB), National Treasury, and relevant legislation, including the Framework for Infrastructure Delivery and Procurement Management (FIDPM)

## 8.2. Demand Management

8.2.1. Demand Management is the first element of SCM. It is the process of:

a) identifying what goods and services are needed;
b) when the goods and services are required;
c) how the goods and services will be sourced;

8.2.2. The procurement planning process commences prior to the start of the financial year and is aligned to the timeframes for the approval of the Organisations Strategic Plan, Annual Plan, Annual Operational Plan, and the budget. Therefore, UUW Procurement Plan must be approved by 30 June of each year, for implementation in the next financial year.

8.2.3. All procurement needs are documented in the UUW's Procurement Plan.

8.2.4. The consolidated Procurement Plan shall be submitted by the CPO to the CE for approval and sign off.

8.2.5. The Demand Management Section will check the end user specifications for goods and services and align to UUW's Preferential Procurement Policy.

## 8.3. Acquisition

8.3.1. Acquisition Management is the process of acquiring the goods and services in compliance with the relevant SCM prescripts.

8.3.2. Acquisition management will implement the applicable SCM process for the different methods procurement processes as determined in the Demand Management phase.

8.3.3. The bid documentation, evaluation and adjudication criteria, and general conditions of a contract, are in accordance with any applicable legislation.

## 8.4. Logistics Management

8.4.1. Logistics deals with the ordering of the goods and services and covers the following:

a) checking the procurement documentation in terms of compliance;

b) issuing the order; and

c) capturing the order on SAP.

## 8.5. Disposal Management

8.5.1. Deals with executing disposal of assets and inventory in accordance with the prescribed legislation, policies and procedures.

8.5.2. To ensure that all redundant or obsolete assets are subjected to a formal process of disposal in a cost-effective but transparent and responsible manner.

8.5.3. Disposal of movable assets must be at a market related value or by way of price quotations, competitive bids or auction, whichever is most advantageous to the organisation.

**8.6. Risk management**

8.6.1. To provide for an effective system of risk management for the identification, consideration and avoidance of potential risk in the SCM system.

8.6.2. The management of risks in a pro-active manner and the provision of adequate cover for residual risks.

8.6.3. The assignment of relative risks to the contracting parties through clear and unambiguous contract documentation.

**8.7. Performance management**

8.7.1. A monitoring process and retrospective analysis to determine whether:

a) Value for money has been attained.
b) proper processes have been followed;
c) Desired objectives have been achieved.
d) there is an opportunity to improve the process; and
e) Suppliers have been assessed and what the outcome of the assessment is.

**8.8. Enterprise Supplier Development and Contract Participation Goals**

8.8.1 UUW'S Broad-Based Black Economic Empowerment Policy informs Enterprise Supplier Development

8.8.2 Advances economic transformation, enterprise development, and socio-economic participation within its operational environment.

8.8.3 The aim is to promote meaningful participation of historically disadvantaged individuals and designated groups in procurement opportunities, supplier development initiatives, infrastructure projects, and broader economic activities linked to UUW's operations.

8.8.4 ESD further seeks to ensure that procurement and contract management processes contribute to:

i. sustainable black economic empowerment;

ii. development of SMMEs and cooperatives;

iii. local economic development;

iv. skills transfer and job creation; and

v. Increased participation of black-owned and targeted enterprises in the water sector value chain.

8.8.5 UUW's commitment to advancing economic empowerment and transformation objectives through procurement and employment practices that are fair, transparent, equitable, competitive, and cost-effective, while upholding the principles of good governance, accountability, integrity, and ethical business conduct.

## 9 SOURCING STRATEGIES

### 9.1. Acquisition Threshold Limits

9.1.1. The procurement of goods and services through this policy is provided by way of the prescribed monetary and delegated limits for quotations or bids;

| **Procurement Mechanism** | **Applicable threshold** |
|---|---|
| Petty Cash | R2000 |
| At least one written quotation | R 2 001 - R 10 000 |
| Three written quotations | R 10 001 - R1 000 000 |
| Competitive Tenders/Bids/RFPs | Above R 1 000 000 |
| Deviations (Single Source, Sole Service Provider, limited bidding) | Unlimited |
| Transversal contracts | Unlimited |
| Panel/Framework Contracts | Unlimited |

9.1.2. The procedures to be followed for each sourcing strategy are documented in the Procedures Manual.

9.1.3. Purchase Requisitions may not deliberately be split into parts or items of a lesser value merely to avoid complying with the requirements of the policy. 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.

### 9.2. Price Quotations from R10,001 Up to R1,000,000 (Vat Included)

9.2.1. The end user needs to submit the approved request for procurement to SCM.

9.2.2. Written quotations must be requested from a minimum of three different service providers, whose names appear on the central supplier database.

9.2.3. The invitation to quote must stipulate the quotation closing date and time which must allow the service provider at least a minimum of seven (7) working days in which to submit quotations unless a shorter period is required which is approved by the CPO.

9.2.4. All written quotations must be evaluated and approved by the Senior Procurement Manager Acquisition and Support.

9.2.5. Quotations must be evaluated by at least two members from SCM. If necessary, one member from the end user (with the technical knowledge) who is deemed to have the requisite skills and know-how of the evaluation being conducted and may be considered as a specialist for technical services where necessary.

9.2.6. Goods or services above R1m (including VAT) may not deliberately split into parts or items of lesser value to avoid procuring through competitive bidding.

9.2.7. Before finalising the award, SCM must check if the recommended service provider's taxes are in order.

9.2.8. Where a minimum 3 quotations were requested and it is not possible to receive at least minimum of 3 quotes, reasons must be recorded and submitted to the CPO for approval to evaluate and accept less than 3 quotes.

### 9.3. Competitive Bid Process

#### 9.3.1. General

a) The competitive bidding process is applicable when the estimated total value of the requirement is more than R1 million including all taxes.

b) No requirements for goods or services above an estimated transaction value of R1m (VAT included), may deliberately be split into parts or items of lesser value merely to avoid complying with the requirements of this policy.

c) The SCM unit is responsible for the management and administration of all bids.

### 9.3.2. Advertising

a) All bids must at least be advertised on the National Treasury e-Tender portal.

b) In addition, bids may be advertised in UUW's website, and in local and national print media as deemed necessary.

c) Construction related bids must be advertised on the National CIDB website.

d) The information contained in a public advertisement, must include:

- the address where the bids may be collected,
- the cost of the bid document if applicable,
- The closing date and time.
- The address where the bid documents must be deposited
- A description of the goods and services required and the period required, if applicable.
- The preferential procurement rule (90/10 or 80/20)
- The applicable preference goals.
- Should a briefing session be held, the date, venue and time of the session and if the briefing session is compulsory or non-compulsory

e) Bids should remain open for at least 21 working days.

f) A shortened closing date for the submission of bids, which is less than the 21 working days required, may be approved by the CE, but only if such shorter period can be justified on grounds of urgency, emergency or any exceptional case were it is impossible or impracticable to follow the official procurement process.

### 9.3.3. Addendums

a) Any additions, deletions or changes are made to any part of the original bid documentation, all potential bidders, who collected a bid document, must be notified of these changes.

b) It should be noted that all addendums should be sent out at least ten (10) working days before the closing date to allow bidders reasonable time to adjust their offers before submitting the bid to UUW

c) All addendums must be published on e-Tender and CIDB for infrastructure procurement, as well as, be advertised in the same media in which the original bid invitation was published, at least ten (10) working days before the closing date.

d) Any additions, deletions or changes must be done in writing, and records should be maintained in the relevant file.

e) Issuing of addenda relating to the bid document must be approved by the Senior Procurement Acquisition Manager.

f) Bidders must acknowledge receipt of the amendments.

g) In the case of an advertised bid, the closing date may only be extended or postponed with the approval as per Senior Procurement Acquisition or the delegations of authority.

h) When a closing date is extended or postponed, all prospective bidders who have obtained the bid documents must be formally notified of the revised closing date.

i) In addition, the extension or postponement must, where appropriate, be advertised in the same media in which the original bid invitation was published, to ensure fairness and transparency.

j) All extensions or postponements must be properly recorded and form part of the official procurement record.

#### 9.3.4. Communication with bidders before the closing date

a) All communication with bidders must be conducted strictly in accordance with the protocols and procedures set out in the bid documentation.

b) Any briefing, clarification, or information provided in relation to a bid, which may reasonably be considered to confer an advantage, must be communicated in a fair and consistent manner to all prospective bidders, ensuring that no bidder is advantaged or disadvantaged.

c) All clarifications must be issued in writing, and a complete and accurate record of such communication must be maintained as part of the official bid documentation for audit and governance purposes.

#### 9.3.5. Briefing sessions

a) Where the required goods, services, or works are complex, or where bid conditions are specialised or unique, a site meeting or briefing session may be convened to clarify the scope, purpose, and requirements of the bid to prospective bidders. Such sessions must be approved as part of the bid documentation and clearly indicated in the bid invitation.

b) The SCM official must present the SCM bid process, including compliance requirements and key administrative conditions, while the end user must present the terms of reference and/or scope of work in sufficient detail to ensure a common understanding by all prospective bidders.

c) An official attendance register and detailed minutes must be recorded for every site meeting or briefing session. The SCM Unit is responsible for ensuring that:
   i. The attendance register is completed and signed by all attendees;
   ii. Minutes accurately record all questions raised, responses provided, and any clarifications or decisions made; and
   iii. All documentation is retained as part of the official procurement record in accordance with record management and audit requirements.

d) The minutes of the briefing session must be formally issued to all attendees and, where applicable, to all bidders who have expressed an interest in the bid, within a maximum of five (5) working days after the session, and in any event, sufficiently in advance of the bid closing date to allow bidders to take such information into account.

e) Where information provided during the briefing session materially amends or clarifies the original bid conditions, such information must be formally communicated to all prospective bidders through an official addendum issued by the SCM Unit.

f) Where attendance at a briefing session is designated as compulsory, such requirement must be clearly stated in the bid documents. Failure by a bidder to attend a compulsory briefing session will result in disqualification from the procurement process.

**9.3.6. Samples**

a) When samples are called for in the bid documents, samples (marked with the bid and item number as well as the bidder's name and address) shall be delivered to the addressee mentioned in the bid documents by no later than the closing time of the bid.

b) Samples may also be called at an evaluation stage.

c) If samples are not submitted as requested, the bid concerned may be declared non- responsive.

d) Samples shall be supplied by a bidder at his own expense and risk.

e) UUW shall not be obliged to pay for such samples.

**9.3.7. Submission of Bids**

a) Bids shall be submitted before the closing time, at the address and in accordance with the directives in the bid documents.

b) Each bid shall be in writing using non-erasable ink and shall be submitted on the official form of bid issued with the bid documents.

c) The bid shall be submitted in a separate sealed envelope with the name and address of the bidder, the bid number and title, and the closing date indicated on the envelope.

d) The envelope shall not contain documents relating to any bid other than that shown on the envelope.

e) The onus shall be on the bidder to place the sealed envelope in the official marked locked bid box provided for this purpose, at the designated venue, not later than the closing date and time specified in the bid notice.

f) All bids are to be addressed to the Senior Procurement Manager: Acquisitions and Support and hand delivered in a sealed envelope to the bid box mentioned in the bid document.

g) Bidders must submit at least one (1) bid in the original form and any other copies as per the bid document.

h) Receiving of bids remains the responsibility of SCM.

#### 9.3.8. Bid Opening Process

a) The Bid box will remain locked until the closing date and time.

b) All bids must be opened, recorded, and managed in a transparent, fair, and controlled manner to ensure integrity, accountability, and a complete audit trail of the procurement process.

c) Bids must be opened at the date, time, and location specified in the bid documents, and, unless a two-stage bidding process applies, must be opened in public;

d) Any bidder or member of the public may request that the names of bidders who submitted bids on time, and where practical, the total bid prices, be read out at the opening;

e) The bid box must be opened at the stipulated closing time by authorised SCM officials, in the presence of at least two officials, including an SCM representative and, where applicable, a representative from the end user department;

f) All bids received on time must be recorded in an official bid register, which must be completed and signed by the responsible officials;

g) A minimum of two SCM officials must open and verify all bids received, ensuring that each submission is properly accounted for and recorded;

h) Where a bid envelope is opened in error prior to the official closing time, the envelope must be immediately endorsed, resealed, and signed by at least two officials, with a written explanation recorded;

i) Where a bid is received without a bid number or where the bid number appears to be incorrect, the envelope may be opened in the presence of two officials solely to verify the bid details, after which it must be resealed and properly endorsed; and

j) The SCM Unit must maintain a complete, accurate, and auditable record of all bids received, including the bid register, attendance (where applicable), and any incidents or deviations recorded during the bid opening process.

k) The closing register must be published within ten (10) working days on e-Tender and UUW website.

**9.3.9. Evaluation of Bids**

a) All bids must be evaluated in a fair, transparent, and consistent manner by the SCM unit and the Bid Evaluation Committee, in accordance with the requirements set out in the bid documents and applicable legislation.

b) Bid evaluation must be conducted in three phases:

i. Phase 1: Administrative Compliance;

ii. Phase 2: Functionality Evaluation and Scoring, if applicable; and

iii. Phase 3: Price and Preference Points Evaluation.

c) Phase 1 – Administrative Compliance

i. This phase involves checking whether bids meet the minimum administrative requirements. All mandatory and non-mandatory compliance requirements, as stated in the bid documents, must be assessed. Bids that do not meet mandatory requirements must be disqualified.

d) Phase 2 – Functionality Evaluation

i. In this phase, bids are evaluated against pre-defined functionality criteria set out in the bid documents. Only bidders who meet or exceed the minimum required score for functionality will proceed to the next phase.

ii. The evaluation criteria for functionality cannot change after the bid is closed.

e) Phase 3 – Price and Preference Points Evaluation

i. In this phase, points are calculated for price and preferential procurement goals as stipulated in the bid document.

ii. The goals cannot change after the bid is closed,

iii. Only bidders who meet the minimum functionality threshold will be evaluated in this phase;

iv. The 80/20 system applies to bids with a value between R2,001 and R50,000,000 (inclusive of all applicable taxes), where 80 points are allocated for price and 20 points for preference goals;

v. The 90/10 system applies to bids with a value above R50,000,000 (inclusive of all applicable taxes), where 90 points are allocated for price and 10 points for preference goals.

#### 9.3.10. Validity Period of Bids

i. The validity period must be in calendar days and must be reasonable considering the lead-time for the evaluation and award of the bid.

ii. This period must be sufficient to enable UUW to complete the evaluation of bids, review the recommendations and award the contract.

iii. An extension of bid validity must be requested in writing from all bidders at least five (5) working days before the expiration date from all bidders before the expiration date.

iv. The bidders may either accept or reject the extended validity period and those bidders who reject or do not respond to the request to extend the validity period shall be regarded as non-responsive and shall be excluded from further assessment and evaluation.

v. The extension must be for the minimum period required to complete the evaluation, obtain the necessary approvals, and award the contract.

vi. Motivation for the extension of the validity period must be approved by the person with the required delegated authority.

vii. Bids must be accepted, before expiry of the validity period, by means of a letter of acceptance. If a bid cannot be finalised within the validity period, the letter of acceptance or order must be held in abeyance until the extension is confirmed in writing.

#### 9.3.11. Notification of Successful and Unsuccessful Bidders

i. The successful bidder must be formally notified of the award in writing through a letter of acceptance issued and signed by the CPO for amounts up to R1,000 000 and greater than R1,000,000 by the CE.

ii. Following notification of the successful bidder, the SCM Unit must inform all unsuccessful bidders in writing that their bids were not successful.

iii. Where appropriate, reasons for non-award must be provided in a clear and objective manner.

iv. Upon written request, any bidder must be provided with reasons for the outcome of their own bid. Such feedback must be limited to the bidder's submission and must not disclose confidential or proprietary information relating to other bidders.

**9.3.12. Publishing of Award**

i. The SCM Unit must publish the award of the bid on the e-Tender Portal, within ten (10) working days of successful bidder accepting the bid award. The awarding of a bid is complete when the successful bidder accepts the award in writing. The information must also be published in the same manner for the advertising of the bid.

ii. As a minimum, the following information must be published:
- Contract number and a brief description of the contract;
- Name of the successful bidder; and
- Contract price(s), where applicable.

**9.3.13. Cancellation of Bids**

a) Bids may be cancelled in any one or more of the following events:

i. Due to the changes within the operational requirements where there is no longer a need for the goods or services specified in the invitation;

ii. Funds are no longer available to cover the total envisaged expenditure;

iii. No acceptable bid has been received;

iv. There is a material irregularity/noncompliance in the tender process.

v. The validity period has expired.

b) The decision to cancel a bid invitation must be published on the e-Tender portal and same media the original bid invitation was advertised.

c) Motivation for the cancellation must be approved by the Bid Adjudication Committee.

**9.3.14. Probity Audits on Competitive Bids above R20,000,000**

a) All competitive bidding processes for bids with an estimated value exceeding R20 million (vat inclusive) must be subjected to an independent audit review to confirm compliance with applicable legislation, prescribed norms, and standards prior to award.

b) The audit review may be conducted by either internal audit or an appropriately appointed external auditor. The purpose of the review is to provide assurance on the integrity of the process and to minimise the risk of fraud, corruption, irregular expenditure, and potential litigation.

c) A formal audit report must be issued to the Bid Adjudication Committee confirming whether the prescribed procurement requirements have been complied with.

#### 9.3.15. Probity Audits on Competitive Bids below R20,000,000

a) All competitive bidding processes for bids with an estimated value below R20 million (vat inclusive) must be subjected to a review by the SCM: Contract management section to confirm compliance with applicable legislation, prescribed norms, and standards prior to award.

b) The purpose of the review is to provide assurance on the integrity of the process and to minimise the risk of fraud, corruption, irregular expenditure, and potential litigation.

c) A formal audit report must be issued to the Bid Adjudication Committee confirming whether the prescribed procurement requirements have been complied with.

### 9.4. Deviations

#### 9.4.1. General

a) If in a specific case it is impractical to invite competitive bids or quotations, UUW may procure the required goods or services by other means, provided that the reasons for deviating from SCM processes must be recorded and approved by the CE.

b) Other means of procurement includes

- limited bidding;
- written price quotations within the threshold; and
- procurement that occurs in emergency situations and urgent cases.

c) When procuring goods or services the AA must ensure that UUW complies with other applicable SCM prescripts.

d) Reasonable steps must be taken to ensure that a fair and market related price is obtained.

e) For amounts greater than R1,000 000, the BAC will approve.

f) UUW must within 14 days after the finalisation of the procurement report the procurement to the relevant treasury and the Auditor-General of South Africa (AGSA).

g) The procurement must be reported in UUW's annual report.

#### 9.4.2. Emergency

a) An emergency is defined as a serious and unexpected situation that poses an immediate risk to health, life, property or environment which calls for urgent action and there is insufficient time to follow a competitive bidding process.

b) Irrespective of the monetary value, an emergency procurement process only applies in serious, unexpected and potentially dangerous circumstances that require immediate rectification.

c) The reasons for the emergency and the losses and/or consequences that will follow if action was not taken, must be in writing.

d) It is the responsibility of the end-user manager to ensure the case/s being submitted as cases of emergency, meet the relevant definition of what constitutes an emergency and must serve as the basis for a written motivation as to why it is impractical to invite competitive bids.

e) In emergency cases Supply Chain Management (SCM) may dispense with the invitation of bids and may obtain the requirement by means of quotations preferably from the central supplier database.

f) Emergency and urgent cases procurement must be approved by CPO

### 9.4.3. Urgent Procurement

a) Irrespective of monetary value an urgent procurement process will only apply where early delivery is of critical importance and the utilisation of the standard procurement process is either impossible, or impractical. However, a lack of proper planning should not be constituted as an urgent case.

b) In urgent cases Supply Chain Management (SCM) may dispense with the invitation of bids and may obtain the requirement by means of quotations preferably from the central supplier database.

c) In urgent cases, for amounts less than R1000 000, CPO will approve

d) In urgent cases, for amounts greater than R1000 000, BAC will approve

### 9.4.4. Single Source

a) Single source should only be used in exceptional cases. Where there is a need for goods services or works and where there is insufficient time or it is impractical to invite competitive quotations/ bids.

b) Single source procurement may be utilised for tasks that represent a natural continuation of previous work carried out by the firm and when only one firm is qualified or has experience of exceptional worth for the assignment.

c) The appointment of a single source supplier must be based on a thorough analysis/ testing of the market and, through the use of a transparent and equitable pre-selection process.

d) Documentary evidence that the single source supplier has the necessary capacity to deliver on the organisational requirements.

e) A single source supplier bid may be accepted, provided it complies with the specification and prices are proved to be fair and reasonable.

f) Proof of reasonableness must be determined in the following sequence:

g) In all cases, comparison with previous bid prices where these are available.

h) The reasons for the single sourcing and for dispensing with competitive bids should be clearly recorded and approved by the Chief officers.

i) All documentary evidence in respect of any decisions, must be filed for audit purposes.

#### 9.4.5. Sole Source Process

a) There is no competition and only one supplier exists.
b) A sole supplier exists where there is evidence that the market is characterised by one supplier who possesses the unique and singularly available capacity to meet the Organisations requirements.
c) Where possible, the evidence must be gathered by testing the market.
d) There must be evidence of no competition from other suppliers or in a market where the supplier has sole distribution rights on behalf of an original equipment manufacturer.
e) A submission for approval to the AA supporting documentary evidence and the market analysis performed. The appointment of a sole supplier must be justified by a market analysis to clearly prove sole supplier status.
f) The reasons for the sole sourcing and for dispensing with competitive bids should be clearly recorded and approved by the Chief Officers.
g) All documentary evidence to reach conclusions must be filed for audit purposes.

#### 9.4.6. Reporting on Deviations

a. UUW shall report all Procurement by “other means” to National Treasury and the AGSA in a format determined by the national treasury, within fourteen (14) days of finalisation of the Procurement process.

b. UUW shall record all Procurement by other means in its annual report in a format determined by national treasury.

### 9.5. Procuring from other organs of state

9.5.1. UUW may procure goods or services under a contract secured by another organ of State, but only if:

a) the contract has been secured by that other organ of State by means of a competitive bidding process applicable to that organ of State;

b) there is no reason to believe that such contract was not validly procured;

c) there are demonstrable discounts or benefits to do so; and

d) that other organs of State and the provider have consented to such procurement in writing.

e) The scope of the services or works or the quantities of goods in terms of specifications must be similar to the same as those included in the contract awarded by the other organ of State.

f) The bid unit price that is included in the contract of the organisation must be the same or lower as the unit price that was included in the contract secured by the other organ of State.

g) No national treasury transversal contract for such goods or services exists

9.5.2. UUW must review the documentation for the competitive bid process that was followed by the other Organ of State, to ensure there are no irregularities. copy of the Service Level Agreement dealing, inter alia, start and the end of dates of the contract, if applicable depending on the nature of the award;

9.5.3. Any procurement of goods and services under contracts secured by other organs of State must be approved by the delegated authority.

9.5.4. If UUW to invoke the use of this regulation as part of its procurement strategy for competitive bidding process, then UUW must ensure that procurement of such goods and services is part of the procurement plan for that applicable financial period.

9.5.5. UUW must conclude its own contract with the service provider.

### 9.6. Transversal Term Contracts

9.6.1. UUW may participate in a transversal term contract facilitated by National Treasury. When considering participating in a transversal contract, both designated end user and Supply Chain Management Unit must apply the following:

a) apply to National Treasury on the transversal term contracts participation template;

b) ensure adequate budgets for the transversal term contract is available;

c) ensure that the transversal term contract meets the technical specifications and quantities of the organisation; and

d) obtain the transversal term contract from National Treasury.

9.6.2. UUW may not solicit bids for the same or similar product or service during the tenure of the transversal term contract.

9.6.3. If UUW does not utilise the Transversal contract, approval is required from National Treasury.

### 9.7. Information Technology Procurement

9.7.1. Contracts relating to information technology are prepared in accordance with the State Information Technology Act, 1998 (Act No. 88 of 1998), and any regulations made in terms of that Act.

9.7.2. The SCM section must ensure that all information technology software, hardware and its related services are procured in line with the Service Level Agreement signed with the State Information Technology Agency.

### 9.8. Inviting Quotations from Existing Framework/Period/Panels Contracts

9.8.1. Goods and services required on a recurring basis, a panel of consultants/list of approved service providers for the rendering of these services may be established.

9.8.2. These panels/lists should be established through the competitive bidding process, usually for services that are of a routine or simple nature where the scope and content of the work to be done can be described in detail.

9.8.3. Once the panel/list of service providers has been approved, only the successful applicants are approached, depending on the circumstances, either by obtaining quotes on a rotation basis, or according to the bid procedure when services are required.

### 9.9. Two Stage Bidding Process

9.9.1. A two-stage bidding process is allowed for:

- i. large complex projects and any other project that the Department deem relevant to utilise the two-stage bidding process; and for
- ii. projects where it may be undesirable to prepare complete detailed technical specifications.

9.9.2. In the first stage technical proposals on conceptual design or performance specifications should be invited, subject to technical as well as commercial clarifications and adjustments.

9.9.3. In the second stage, final technical proposals and priced bids should be invited.

9.9.4. At each of the stages, proposal/bidding documents must be approved by the Bid Specification Committee.

### 9.10. Unsolicited Bids

9.11.1. Unsolicited bid refers to a situation where UUW receives a submission that is innovative, unique and meets the requirements of a sole source.

9.11.2. This is only for Procurement within the threshold and confines defined in the Acquisition Procedure Manual.

9.11.3. Unsolicited bids are subject to approval by the relevant DoA.

9.11.4. UUW is not obliged to consider an unsolicited bid received outside the normal competitive bidding process.

9.11.5. Upon receipt of an unsolicited proposal, the AA must inform National Treasury, in writing, within ten (10) days of such receipt.

### 9.11. Public Private Partnerships (PPP)

9.11.1. UUW may enter a public-private partnership in accordance with the relevant Treasury Regulations.

## 10 PREFERENTIAL PROCUREMENT SYSTEM

### 10.1. General

10.1.1. UUW's procurement spend must be directed at achieving significant social and economic transformation in alignment with UUW's Preferential Procurement Policy as required by the PPPFA Regulations (2022)

10.1.2. All bids above R2000, with an estimated value equal to or below R50 million will use the 80/20 preferential point system, where 80 points is allocated for price and 20 points for specific preference goals.

10.1.3. All bids with an estimated value above R50 million will use the 90/10 preferential point system, where 90 points is allocated for price and 10 points for specific preference goals.

10.1.4. If it is unclear whether the 80/20 or 90/10 preference point system applies, the following will be included in the bid document:

- 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.
- 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.

**10.2. Bids to be Evaluated on Functionality**

10.2.1. UUW must state in the bid documents if the bid will be evaluated on functionality. The evaluation criteria for functionality must be objective. The bid documents must specify:

i. The evaluation criteria for measuring functionality;

ii. The points for each criterion and, if any, each sub-criterion; and

iii. The minimum qualifying score for functionality.

10.2.2. The minimum qualifying score for functionality for a bid to be considered further must be determined separately for each bid and may not be so low that it may jeopardise the quality of the required goods or services or so high that it is unreasonably restrictive.

10.2.3. Points scored for functionality must be rounded off to the nearest two decimal places. A bid that fails to obtain the minimum qualifying score for functionality as indicated in the bid documents is not an acceptable bid.

10.2.4. Each bid that obtains the minimum qualifying score for functionality must be evaluated further in terms of price and preference point system and any objective criteria.

**10.3. Price Calculation for the 80/20 Preference Point System**

10.3.1. The 80/20 preference point system will apply to all acquisitions of goods, works and/or services for up to a rand value of R 50 million.

10.3.2. Points will be allocated for price and for the attainment of specific preference goals as per the Preferential Procurement Policy. Points for the preference goals will be a maximum of 20 in the 80/20 preference point system.

10.3.3. The following formula must be used to calculate the points for price in respect of bids (including price quotations) up to a Rand value of R50 000 000 (all applicable taxes included):

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

Where:
Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

**10.4. Price Calculation for the 90/10 Preference Point System**

10.4.1. The 90/10 preference point system will apply to all acquisitions of goods, works and/or services for a rand value above R 50 million.

10.4.2. Points will be allocated for price and for the specific preference goals as per the Preferential Policy Framework. Points for the preference goals will be a maximum of 10 in the 90/10 preference point system.

10.4.3. The following formula must be used to calculate the points for price in respect of bids with a Rand value above R50 000 000 (all applicable taxes included):

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where:
Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

**10.5. Preferential Procurement Goals**

10.5.1. The 20/ 10 points would be allocated to specific goals as per the Preferential Procurement Policy.

10.5.2. A bidder must submit proof of its specific preference goals as stipulated in the bid document.

10.5.3. A bidder failing to submit proof may not be disqualified but will score zero (0) points out of twenty (20) or ten (10) for specific preference goals.

**10.6. Total Points**

10.6.1. The points scored by a bidder in respect of specific preference goals must be added to the points scored for price and the contract, subject to negotiation, must be awarded to the bidder who scores the highest total number of points.

10.6.2. The points scored must be rounded off to the nearest two decimal places.

**10.7. Negotiations**

10.7.1. The organisation may Negotiate a market related price with the bidder scoring the highest points or cancel the bid;

10.7.2. If the bidder scoring the highest points does not agree to a market related price, negotiate a market related price with the bidder scoring the second highest points or cancel the bid;

10.7.3. If the bidder scoring the second highest points does not agree to a market related price, negotiate a market related price with the bidder scoring the third highest points or cancel the bid; and

10.7.4. If a market related price is not agreed, UUW must cancel the bid.

10.7.5. The following principles of negotiation must be considered:

i. Delegations and threshold values for negotiating by the AA;

ii. Negotiating may not allow any preferred bidder a second or unfair opportunity;

iii. Is not to the detriment of any other bidder; and

iv. Does not lead to higher price than the bid as submitted.

10.7.6. The organisation must include in the bid documents a condition stating clearly that the award of the bid may be subjected to price negotiation with the preferred bidders.

### 10.8. Criteria for Breaking Deadlock in Scoring

10.8.1. If two or more bidders score an equal total number of points, the contract must be awarded to the bidder that scored the highest points for specific preference goals.

10.8.2. If two or more bidders score equal points in all respects, the award must be decided by the drawing of lots.

## 11 SUPPLY CHAIN MANAGEMENT ADMINISTRATIVE COMPLIANCE

### 11.1. Registration on Central Supplier Database (CSD)

10.1.1. All suppliers doing business or intent on doing business with UUW must be registered on the CSD

10.1.2. It is the onus of the service provider to update all new information on the central supplier database (CSD) timeously.

### 11.2. Tax Affairs

10.2.1. UUW may not make any award above R2 000 to a person whose tax matters are not approved compliant.

10.2.2. The supplier must be tax compliant at the date of award.

10.2.3. Before making an award to a person, the responsible official must ensure that validity of Tax status is verified on the CSD.

### 11.3. Bidders Disclosure

11.3.1. The SBD4 Bidder's Disclosure Form is a mandatory declaration document to promote transparency, fairness, ethical conduct, and accountability in bidding.

11.3.2. It requires bidders to disclose any relationships with state employees, interests in related enterprises, or other potential conflicts of interest that may influence the procurement process.

11.3.3. The document further requires bidders to confirm that their bid was prepared independently and without collusion, improper communication, or unfair influence from competitors or officials involved in the procurement process. It also confirms that the bidder was not involved in drafting the specifications or terms of reference for the bid.

11.3.4. Importantly, the form serves as a legal and governance safeguard. Any false declaration, collusive practice, or unethical conduct may result in disqualification, investigation by the Competition Commission or National Prosecuting Authority, and possible restrictions from conducting business with the public sector.

11.3.5. Overall, the SBD4 Disclosure Form supports sound governance principles by strengthening integrity, reducing procurement risk, and ensuring compliance with applicable legislation and supply chain management requirements.

## 12 BID COMMITTEES

### 12.1. General

12.1.1. The Accounting Authority shall develop and implement bid committee system consisting of:

a) Bid Specification Committee.

b) Bid Evaluation Committee.

c) Bid Adjudication Committee.

d) Bid Appeals Tribunal

e) Any other special or interim committee to address SCM issues.

12.1.2. Procurement through a competitive bidding process will be subject to the bid committee system, in line with the SCM Procedure Manuals and the related committee terms of reference.

12.1.3. Bid committee members must be duly appointed for each bid committee by the CE for a period of 12 months.

12.1.4. Appointment of bid committee members shall be in writing.

12.1.5. Members will be required to accept the appointment in writing and sign committee Terms of Reference. Each Committee shall have its own terms of reference.

12.1.6. The Code of Conduct shall be made available to all members of Bid Committees.

12.1.7. The members must sign the relevant declaration of interest prior to attending a meeting. Should a member declare a conflict of interest at any stage, the member may no longer form part of that session and may be replaced by a member of suitable expertise.

12.1.8. The Chairperson of each Committee, when appropriate, may invite an external specialist in an advisory capacity to assist in the decision-making process. The external specialists will not have voting powers.

12.1.9. All members of the Committee shall be jointly and severely liable for the decisions made by their respective Committee.

12.1.10. A quorum exists if there are 50 percent (%) + 1 of the number of full-time Committee members present.

12.1.11. Other members who are not full-time members but are present at the meeting, must be excluded in respect of presence to determine whether a quorum exists or not.

12.1.12. An employee/s from SCM must be made available to act as secretary to the Bid Committees.

12.1.13. Notice of Meetings and agenda shall be made available to before the actual meeting.

12.1.14. The minutes will be the written record reflecting a brief, clear, and impartial manner, the decisions of a Bid Committee. The signed minutes will serve as proof of the decisions of that Committee.

12.1.15. A member’s reasons for a dissenting voice must also be recorded.

12.1.16. Proceedings are also recorded mechanically to enable the secretary to prepare verbatim reports required by a court of law.

12.1.17. Members shall sign a register at each meeting, serving as the attendance register as well as an undertaking to confidentiality of that meeting. The register will also provide for the declaration of interest.

12.1.18. Members must declare all gifts and invitations accepted to social events received from suppliers or potential suppliers, irrespective of the value of such a gift.

12.1.19. Such declarations must be captured in the minutes of the meeting and must be reported to the CPO.

12.1.20. Any such gifts and /or invitations accepted by the Chief Financial Officer must be reported to the Accounting Officer.

12.1.21. Each meeting will be presided over by a chairperson. In the absence of the chairperson, the vice-chairperson will preside as chairperson, in which case he/she will occupy the chair for the duration of the meeting, even if the chairperson should arrive during the meeting.

12.1.22. Every member attending the meeting owes deference to the chairperson and may be removed if that person does not respect the authority of the chair.

12.1.23. A member may speak on a point of order only if he/she is of the opinion that there has been a departure from the rules of order e.g. an objection against improper language used, that a speaker has transgressed, etc.

12.1.24. The Secretariat must ensure proper document management and update the Bids Register.

## 12.2. The Bid Specification Committee

12.2.1. Shall be composed of multi-disciplinary teams which shall include amongst others, at least one SCM representative, a technical/ end user representative and one legal representative, Departmental representative or any other specialist as may be required for each bid.

12.2.2. No person or entities involved with the bid specification shall bid for the resulting contracts.

12.2.3. The Committee is responsible for ensuring that specifications are written in an unbiased manner to allow all potential bidders to offer their goods or services.

12.2.4. All bid documents must include preferential goals in accordance with UUW Preferential Procurement Policy.

12.2.5. The Committee must take account of any accepted standards such as those issued by South African Bureau of Standards the International Standards Organisation, or an authority accredited or recognised by the South African National Accreditation System with which the equipment or material or workmanship should comply.

12.2.6. The Committee may not create trade barriers in contract requirements in the forms of specifications, plans, drawings, designs, packaging, marking or labelling of conformity certification.

12.2.7. The Committee may not refer to any trademark, name, patent, design, type, specific origin or producer unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work.

12.2.8. The agreed price amount must be quoted in Rands for the supply of goods and services to UUW inclusive of rates of exchange, freight charges, insurance, railage, and costs of labour, material, import duty, taxes, Value Added Tax, and other charges (where applicable) ruling at the date of the quotation or bid submission.

12.2.9. Approval of Price adjustments, based on changes in the RoE should only be considered if the change, based on the rate at the time of bidding, and all the necessary documentary proof wherein the claim is properly identified must be provided.

12.2.10. Draft Bid document and draft advertisement clearly stating the closing date, time and address must be approved as per delegation prior to publication of the invitation for bids.

## 12.3. Bid Evaluation Committee

12.3.1. The Evaluation Committee should be composed of cross functional teams comprising of senior officials of whom at least one must be a supply chain practitioner, legal representative and official/s from the end users requiring the goods and /or services.

12.3.2. An ad-hoc evaluation committee, may also appointed in writing by the delegated authority to evaluate the responses received according to the evaluation criteria set in the advertised bid. Based on the technicality and complexity of a project.

12.3.3. It is recommended that the Bid Evaluation Committee be constituted with different members from that of the Specification Committee.

12.3.4. Where considered necessary, additional officials or advisors may be co-opted on account of their specialised knowledge.

12.3.5. Such co-opted officials or advisors may not form part of the final decision-making process.

12.3.6. BEC may co-opt any person with skills and expertise to provide guidance on a report or recommendation on a specific subject or bid.

12.3.7. A Bid Evaluation Committee shall evaluate the bids as per the specifications and evaluation criteria stipulated in the advertised bid.

## 12.4. Bid Adjudication Committee

12.4.1. The Committee shall consist of a multi-disciplinary team amongst which must be the CPO, a legal representative, the Chairman, where possible should be the Chief Financial Officer.

12.4.2. The BAC must consist of five (5) members appointed by the CE,

12.4.3. At least two members of the Committee must be members from Senior Management.

12.4.4. In terms of the delegations of authority, the Adjudication Committee makes the final award/recommendation of the bid in line with the financial delegations.

12.4.5. Members of the Evaluation Committee may present their reports to the Bid

Adjudication Committee and provide clarity where required.

12.4.6. BEC members shall, however, not have any voting power on the adjudication Committee.

12.4.7. If the BAC does not agree with the recommendation of the BEC, such recommendation must be returned to the BEC for reconsideration. If consensus cannot be reached between the BEC and BAC, the case shall be referred to the AA for a final decision.

12.4.8. If the BAC decides to award any bidder other than that recommended by the BEC (as envisaged by section 2 (1) (f) of the PPPFA) this needs to be reported by the SCM unit to National Treasury and the Auditor-General within ten working days.

12.4.9. The BAC adjudicates bids as per the delegated authority.

### 12.5. Bid Appeals Tribunal

12.5.1. The BAT has the power to conduct a full investigation of a complaint and to make appropriate recommendations to the Chief Executive of UUW regarding the appropriate remedial measures to be undertaken.

12.5.2. Such measures may include, but are not limited to, the following:

i. cancelling a bid if there is a material irregularity;
ii. referring a bid back for re-evaluation;
iii. confirm, vary or set aside the decision of a Bid Adjudication Committee;
iv. recommending that letters of censure be sent to any UUW official; and/or
v. the institution of disciplinary, civil or criminal proceedings where appropriate.

## 13 APPEAL/OBJECTION PROCESS

13.1. Suppliers aggrieved by decisions taken by UUW in the award of a procurement process may lodge an appeal/objection against that decision by giving written notice of the appeal/objection.

13.2. Each appeal/ objection must contain the full basis and reasons for the appeal and must address it to the Chief Executive (the Appeal Authority) within 7 working days of the date of publication of the intention to award advert or notification of the tender results letter.

13.3. The appeal, set out clearly in writing, must be addressed for the attention of the Senior Procurement Manager Acquisitions and Support.

13.4. Bid documents must clearly state that any appeal lodged must be submitted to the Senior Procurement Manager Acquisitions and Support for the attention of the Chief Executive at the address to be stated in the tender document, and must contain the following:

(i) Bid number and title

(ii) Reasons and/or grounds for the appeal;

(iii) The way in which the appellants rights have been affected; and

(iv) The remedy sought by the appellant.

13.5. UUW must respond to the aggrieved party promptly on all objections.

13.6. UUW adheres to the PAJA for procedures applicable in challenging procurement decisions. In consequence, thereof, prior to instituting judicial review proceedings it is required that an applicant first exhausts any internal remedies as provided for by PAJA.

13.7. The Senior Procurement Manager Acquisitions and Support will direct the appeal for the attention of the Bid Appeals Tribunal.

13.8. The BAT must commence with the appeal within 10 working days of being advised of the receipt of the appeal.

13.9. The BAT shall submit its findings to the CE for implementation and further action.

## 14 COMPLAINTS

14.1. UUW will always have an established procedure for the management of complaints and allegation of abuse in the supply chains system provides for:

i The submission, investigation and resolution of written complaints or allegation of abuse in the SCM system;

ii Internal resolution of disputes by persons aggrieved by Procurement activities;

14.2. The establishment of a register of all complaints/ allegations of abuse in the SCM system in a format prescribed by the National Treasury;

14.3. If UUW receives a complaint / allegation that implicates the AA/AO or a member of the AA, or they are implicated during an investigation, the CPO must submit the complaint / allegation to National Treasury with all the evidence for investigation.

14.4. The process to be followed for the investigation and reporting of complaints/allegation in the SCM system will be outlined in the Acquisition Procedure Manual.

# 15 CONTRACT MANAGEMENT

## 15.1. General

15.1.1. All contract management related activities shall be carried out in accordance with Contract management process outlined in the Contract Management Procedure Manual.

15.1.2. UUW shall maintain a structured and standardised contract administration framework to ensure that all contracts are properly recorded, implemented, monitored and enforced throughout their lifecycle. Contract administration shall commence immediately upon award and continue until the contract closes out.

15.1.3. All contracts must be formalised through a duly signed written agreement, supported by the letter of award, and must be legally vetted prior to signature to safeguard the interests of UUW.

15.1.4. The Supply Chain Management (SCM) Unit shall retain the original signed contract, while copies shall be maintained by the Contract Owner and/or Project Manager for operational management and compliance monitoring. No contract shall be considered valid or enforceable unless it has been properly executed and all required approvals have been obtained.

15.1.5. Contract management shall focus on ensuring that both UUW and the appointed service provider fulfil their respective contractual obligations efficiently and effectively.

15.1.6. The SCM Contracts Manager shall be responsible for governance, contract records, and monitoring key contractual milestones such as expiry, renewals, amendments, and price adjustments.

15.1.7. The Contract Owner/Project Manager shall be responsible for day-to-day management, performance monitoring, verification of deliverables, and certification of payments.

15.1.8. Legal Services provide support in contract drafting, vetting, dispute resolution, and interpretation of contractual provisions.

15.1.9. All officials involved in contract management must have a clear understanding of the contractual terms, conditions, risks, and performance obligations from the outset.

15.1.10. All contracts must:

i Clearly define the scope of work, deliverables, performance standards, and payment terms;

ii Be legally sound and enforceable; and iii Be vetted by Legal Services prior to signature, where applicable.

### 15.2. Contract Administration

15.2.1. Contract administration covers all administrative duties after the award has been made and a contract has been signed by UUW and the service provider.

15.2.2. A letter of appointment constitutes a contract and must be formalised as a written, signed agreement.

15.2.3. The end-user department and Legal Services compile the contract, facilitated by the SCM Unit.

15.2.4. Signing authority vests in the Accounting Authority or duly delegated official per the Delegations of Authority (DoA).

15.2.5. One original signed contract is retained by the SCM Unit; copies are held by the supplier and the Contract Owner / Project Manager.

15.2.6. All contracts must be reviewed by Legal Services before signing to protect UUW's interests.

15.2.7. A purchase order must be created on the ERP system to account for contractual commitments electronically.

15.2.8. The SCM Unit maintains a register of all contracts.

### 15.3. Types of Contracts

15.3.1. UUW must ensure that all contracts are appropriately classified and structured to support effective procurement, contract management, and value for money.

15.3.2. Be aligned to the Contract Management Procedure Manual.

15.3.3. UUW may utilise a range of standard contract types for goods and services, including but not limited to:

i. Service Level Agreements (SLAs);
ii. Memoranda of Agreement (MOAs);
iii. Transversal contracts;
iv. Framework or panel contracts; and
v. Lease agreements.
vi. General Conditions of Contract (National Treasury)

15.3.4. Infrastructure and construction-related procurement must utilise appropriate standard forms of contract including:

i. SAICE General Conditions of Contract 2025
ii. NEC 4 (New Engineering Contract);
iii. FIDIC (International Federation of Consulting Engineers);

iv. JBCC (Joint Building Contracts Committee).

15.3.5. The selection of the appropriate contract form must be considered:

i. Project complexity and value;

ii. Allocation of design and performance risk;

iii. Funding arrangements (including international funding, where applicable); and

iv. Market capacity and industry best practice.

### 15.4. Framework, Panel and Transversal Contracts

15.4.1. UUW may utilise framework, panel, and transversal contracts to:

i. Achieve economies of scale;
ii. Improve efficiency in procurement; and
iii. Enable procurement on an as-and-when-required basis.

### 15.5. Turnkey (EPC) Contracts

15.5.1. UUW may utilise Turnkey (Engineering, Procurement and Construction) contracts for large, complex, or strategic projects where a single contractor is responsible for full project delivery.

15.5.2. The selection of a turnkey approach must consider:

i. Risk transfer and accountability;
ii. Project complexity and technical requirements;
iii. Value for money; and
iv. Institutional capacity to manage such contracts.

### 15.6. Contract Register

15.6.1. A comprehensive contract register shall be maintained by the SCM Unit to record all contracts and associated information.

15.6.2. The contract register shall:

i. Capture key contractual data, including contract value, duration, milestones, and responsible officials;

ii. Be updated continuously to reflect amendments, variations, extensions, and price adjustments;

iii. Be reviewed on a regular basis by senior SCM officials to ensure completeness and accuracy; and

iv. Be utilised to monitor contract expiry dates and trigger timely procurement or renewal processes.

15.6.3. Where feasible, the contract register shall be maintained in an electronic and centralised system integrated with the organisation's financial and SAP systems to enable real-time monitoring and reporting.

## 15.7. Contract Variations

15.7.1. Variations deal with post-award changes to scope, value, or time.

15.7.2. All variation requests are facilitated by the SCM Unit and approved by the relevant delegated official per UUW's DoA and applicable National Treasury Instruction Notes.

15.7.3. Governed changes include extension of contract or delivery periods; quantity/scope adjustments; and escalations.

15.7.4. Variations exceeding 20% or R20 million (construction) or 15% or R15 million (goods and services) require Change Review Committee recommendation.

15.7.5. All variation orders are approved by the CE approves.

15.7.6. A Variation Orders Register must be maintained.

15.7.7. Renewals must be submitted to the Senior Contract Manager at least 2 months before expiry. Extensions must be finalised before the contract expires.

15.7.8. No contract may be renewed with a blacklisted supplier or a supplier who has defaulted on obligations.

## 15.8. Insolvency, Liquidation, Death, Sequestration or Business Rescue of Contractors

15.8.1. Where a contractor is liquidated, sequestrated, placed under business rescue, or dies, the SCM Unit in consultation with Legal Services determines whether to claim against the estate or to terminate and re-award, preferring the option carrying the smallest risk to UUW.

## 15.9. Contract Risk Management

15.9.1. The Senior Manager: Contract Management shall identify, assess and manage risks that may impact the contract management processes, and implement appropriate mitigation measures to minimise the likelihood and impact of such risks.

15.9.2. Contract risks shall be appropriately managed.

15.9.3. A contract risk register must be developed and maintained at the signing of every contract, running parallel to contract implementation.

15.9.4. All contracts must set out risk identification, monitoring, and escalation procedures, and must identify contingency plans for supplier breach.

15.9.5. The Contract Owner or Project Manager must actively manage risks including capacity fluctuations; changes in requirements or legislation; service failure and reputational damage; and additional costs from non-performance. Risk registers are reviewed by the Senior Manager: Enterprise Risk.

### 15.10. Supplier Performance

15.10.1. The aim is to ensure service providers perform in accordance with agreed standards, problems are identified early, and payment terms are adhered to.

15.10.2. Performance targets must be included in all contracts, specifying inputs, activities, outputs, and measurable indicators.

15.10.3. The Contract Owner or Project Manager meets with the service provider quarterly, or as per the contract, to review performance.

15.10.4. Where performance is unsatisfactory, UUW must review contributing factors, consult the contract, and notify the service provider in writing of non-compliance.

15.10.5. Monitoring covers: delivery capacity and quality; breach identification; and attainment of project objectives.

15.10.6. A final performance assessment is completed at close-out and filed with the original contract.

15.10.7. Undocumented non-performance may not be used to exclude a supplier from future evaluations.

15.10.8. The performance of all contractors/service providers must be monitored and assessed throughout the contract period.

15.10.9. The Contract Owner and/or Project Manager is responsible for:

i Ongoing monitoring of contractor performance; and

ii Conducting periodic performance reviews and a final assessment at contract close-out or renewal.

15.10.10. Contractor performance assessments must:

i Be based on agreed performance and contractual requirements;

ii Be supported by appropriate documentation; and

iii Be retained on the contract file for audit and future reference.

## 16 CODE OF CONDUCT

16.1. Any employee who participates in the procurement process and whose interest is conflicted or who is of the view that they may be perceived conflict of interest, must promptly recuse himself/herself from further direct participation in the procurement process. Such interest must be disclosed in line with the Declaration of Interest Policy of UUW.

16.2. The employee must immediately withdraw from participating in any manner whatsoever in the process relating to the contract and such proceedings must be documented.

16.3. All Procurement Officials and Bid Committee Members must declare, diligently, accurately and honestly in the declaration of interest form/register, all personal and/or business interests that they or a family member may have in any business of any bidder.

16.4. UUW requires all employees to make full disclosure of businesses owned by close family and/or friends and it is further expected that such individuals must not directly or indirectly be involved in the awarding of such business.

16.5. In addition to the UUW Code of Ethics, all parties to which this policy applies shall, while engaged in UUW's SCM activities must

i. Behave equitably, honestly and transparently;

ii. Discharge duties and obligations timeously and with integrity;

iii. Furnish information in the course of their duties that is complete, true and fair worded and not intended to mislead;

iv. Ensure that resources are administered responsibly and cost-effectively;

v. Be fair and impartial in the performance of their functions;

vi. At no time afford any undue preferential treatment to any group or individual or unfairly discriminate against any group or individual;

vii. Keep matters of a confidential nature which are in their possession confidential, unless a provision of the law requires otherwise, and only through the Legal Department;

viii. Observe the confidentiality of information in their possession and sign

ix. Not unlawfully gain any form of compensation, payment or gratification from any person for either themselves, a family member or an associate, directly or indirectly;

x. Not make false or misleading entries in reports or accounting systems;

xi. Not place themselves under any financial or other obligation to external individuals or firms that might seek to influence them in the performance of their duties;

xii. Not abuse the power vested in them;

xiii. Not maliciously or recklessly injure or attempt to injure the reputation of UUW or an associated 3rd party;

xiv. Not use their position for private gain or to improperly benefit another person;

xv. Not tamper with or sabotage any submission, tender or contract in any manner whatsoever; and

xvi. Not accept or request kickbacks, including facilitation payments, from Employees, Suppliers, Consultants, Contractors, Business Partners in local and foreign countries, Agents and/or any other trading Entity or Governments conducting business with UUW;

16.6. All Employees and Agents shall without delay report any incidences of a respondent, tenderer or supplier who directly or indirectly offers a gratification to them or any other person to improperly influence in any way a Procurement process, procedure, or decision. Incidents are to be reported to the line manager, or CPO.

16.7. All information gathered by SCM shall follow the approved processes and procedures in terms of the Protection of Personal Information Act No.4 of 2013.

## 17 DOCUMENT MANAGEMENT AND MAINTENANCE

17.1. All records created or received by Bidders are the property of UUW and subject to its overall control.

17.2. All records (whether digital or non-digital) must be managed and stored in a secure manner that ensures integrity, authenticity and accessibility requirements of the records in accordance with the Information Security Policies and the organisation's Records Management Policy.

17.3. All original records are to be retained for the period stipulated in the Records Management Policy.

17.4. Records must only be disposed of when:

i all governance processes have been followed as outlined in the Records Management Policy.

ii the records have reached the end of their retention period; and

iii the records are not required for administrative, operational, investigative, and financial or audit processes.

## 18 EXEMPTIONS/EXCLUSIONS

18.1 The areas below are considered exclusions to this Policy in so far as it applies to UUW's SCM Activities.

a) Taxes and levies;

b) Municipal and electricity charges;

c) Salaries and wages;

d) Investments and loans;

e) Professional memberships and subscriptions;

f) Bursaries;

g) Payments for attending seminars/conferences/workshops, individual training bookings and for further studies through accredited Tertiary Institutions;

h) Employee travel bookings;

i) Participation in established conferences;

j) Petty cash transactions; and

k) Sponsorships and donations;

l) Services provided by State Owned Entities for which they are sole providers

m) Licence fees

n) Programme Directors and Motivational/Event Keynote Speakers

o) Entertainment services (Hiring of Performing Artists/Band)

p) Exhibitions / exhibition stands and all direct advertising (TV, Radio or Print media, normal procurement process shall apply if an advertising agency is used).

q) Hiring of venues / stadia and suites, including catering;

r) Fleet Repair

s) Dinners

t) Public sporting or cultural events

u) Tertiary institutions

18.2 Governance shall be provided by UUW's DOA for these activities as required.

## 19 COMPLIANCE WITH SCM POLICY

19.1. The CPO must ensure that officials implementing the supply chain management policy and procedures are trained.

19.2. Regular SCM training needs assessments will be conducted and SCM training programmes will be implemented.

19.3. The CPO shall ensure ongoing monitoring of compliance with this Supply Chain Management (SCM) Policy. This shall be affected through established internal control systems, compliance reviews, and SCM performance reporting mechanisms, in line with applicable National Treasury prescripts.

19.4. The SCM Unit shall be responsible for monitoring and evaluating the implementation of UUW's Preferential Procurement objectives, ensuring alignment with the Preferential Procurement Policy Framework Act (PPPFA), its Regulations, and UUW's Preferential Procurement Policy.

19.5. The CPO shall ensure the accurate, complete, and timely submission of all SCM and procurement reports to the relevant Treasury, Executive Authority, and other oversight bodies, as required in terms of the PFMA and Treasury Regulations.

19.6. Consolidated SCM performance reports shall be submitted on a quarterly and annual basis to Executive Management and the Board, or its delegated committees, to enable effective oversight. Such reports should include analysis of compliance levels, procurement trends, risk exposures, and mitigation measures.

19.7. Any instances of non-compliance, including irregular, fruitless and wasteful expenditure, shall be identified, recorded, investigated, and reported in accordance with the PFMA, Treasury Regulations, and internal policies.

19.8. Corrective and consequence management actions shall be implemented and monitored to ensure resolution and prevent recurrence.

19.9. Non compliance of relevant legislation, regulations and this policy will result in consequence management including, but not limited to, investigations, warnings, suspensions and dismissal will be dealt with through the relevant people policies and procedures.

19.10. The relevant line manager, CPO, depending on the nature of the incident and in accordance with the relevant ToR, shall implement investigations through for all allegations of Fraud, Corruption, Economic Crimes, improper conduct or failure to comply with the requirements of this policy against any party to which this policy applies and where relevant.

19.11. Take appropriate steps against the person in line with UUW's Disciplinary code and the relevant legislation and where applicable;

19.12. Report to the South African Police Services any conduct that constitutes a criminal offence.

## 20 REQUEST TO DEVIATE FROM POLICY

20.1. To the extent that this policy relates to law, no deviations from the policy are allowed unless written approval from the relevant delegated authority have been obtained.

20.2. In cases where material and compelling circumstances merit deviation(s) from particular provision(s) of a policy, written submissions shall be sent to the Chief Procurement Officer, who shall have full authority to grant such request, in whole or in part, or to refuse same. Unauthorised deviations from the provisions of this policy will result in a disciplinary action.

## 21 CROSS-REFERENCE TO OTHER POLICIES/PROCEDURES

21.1 This policy should be read in conjunction with the following supporting UUW documents

a) SCM Delegations of Authority
b) SCM Procedure Manuals
c) Preferential Procurement Policy
d) Broad-Based Black Economic Empowerment Policy
e) Any other internal policies and documents applicable to UUW SCM activities