KWAZULU-NATAL PROVINCE
SOCIAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

QUOTATION No: KZNQ28/DSD/2026/27

PROVISION OF TRAINING ON CONTEMPORARY KNOWLEDGE MANAGEMENT TECHNIQUES, ITIL FOUNDATION (IT SERVICE MANAGEMENT), AND DIGITAL TRANSFORMATION/DIGITAL GOVERNANCE.

DURATION: 5 DAYS

CLOSING TIME & DATE:

STRICTLY AT 11:00 ON 13 OCTOBER 2026

NAME OF BIDDER:	
CSD REGISTRATION NUMBER:	

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**KZNQ28/DSD/2026/27**	CLOSING DATE:	**13 NOVEMBER 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**PROVISION OF TRAINING ON CONTEMPORARY KNOWLEDGE MANAGEMENT TECHNIQUES, ITIL FOUNDATION (IT SERVICE MANAGEMENT), AND DIGTAL TRANSFORMATION /DIGITAL GOVERNANCE**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
KZN DEPARTMENT OF SOCIAL DEVELOPMENT
208 Hoosen Haffejee Street
Pietermaritzburg
3200

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Ms. S.P SHOBA**	CONTACT PERSON	**NOMFUNDO GOBA**
TELEPHONE NUMBER	**082 741 7703**	TELEPHONE NUMBER	**063 664 9753**
FACSIMILE NUMBER	**-**	FACSIMILE NUMBER	**-**
E-MAIL ADDRESS	**samukelisiwe.shoba@kzndsd.gov.za**	E-MAIL ADDRESS	**nomfundo.zuma@kzndsd.gov.za**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

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

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

2. Prospective suppliers should self-register on the CSD website www.csd.gov.za

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

   3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

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

REPRESENTS (state name of bidder) ……..…….....CSD Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: .....

SECTION D

NOT APPLICABLE, SERVICE PROVIDER MUST COMPLETE THE ELETRONIC ATTENDANCE REGISTER ON MS TEAM

BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: N/A

Bid Reference No: **KZNQ28/DSD/2026/27**

Goods/Service/Work: **PROVISION OF TRAINING ON CONTEMPORARY KNOWLEDGE MANAGEMENT TECHNIQUES, ITIL FOUNDATION (IT SERVICE MANAGEMENT), AND DIGTAL TRANSFORMATION /DIGITAL GOVERNANCE** **********

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

On behalf of (company name) _____

Visited and inspected the site on ___/___/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

_____

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_____

_____

KZN DEPARTMENT OF SOCIAL DEVELOPMENT
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT FULL NAMES)

Departmental Stamp With Signature

SECTION F

SUMMARY FOR QUOTATION OPENING PURPOSES ONLY

NAME OF BIDDER: ……

QOUTATION NUMBER: **KZNQ28/DSD/2026/27** CLOSING DATE: **13 OCTOBER 2026** CLOSING TIME: **11H00AM**

SERVICE: **PROVISION OF TRAINING ON CONTEMPORARY KNOWLEDGE MANAGEMENT TECHNIQUES, ITIL FOUNDATION (IT SERVICE MANAGEMENT), AND DIGTAL TRANSFORMATION /DIGITAL GOVERNANCE**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF QUOTATION.

1. QOUTATION PRICE FOR 05 DAYS INCLUDING VAT R……

2. AMOUNT IN WORDS: ……

……

……

TIME FOR COMPLETION/DELIVERY: 05 DAYS

IMPORTANT
Mark appropriate block with "X"

1. HAVE ANY ALTERATIONS BEEN MADE? YES / NO ☐ ☐

2. HAS AN ALTERNATIVE BID BEEN SUBMITTED? YES / NO ☐ ☐

3. ***IF APPLICABLE*****:** DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION?

YES / NO ☐ ☐

NAME OF BIDDER:	**SIGNATURE:**	**DATE:**
……	**……**	**……**

ANNEXURE A

PRICING SCHEDULE

1. ITEM REQUIRED: QUOTATION ENQUIRY NO: KZNQ28/DSD/2026/27

Supply and Delivery of	QUANTITY	UNIT PRICE	TOTAL PRICE
REQUEST FOR THE PROVISION OF TRAINING ON CONTEMPORARY KNOWLEDGE MANAGEMENT TECHNIQUES, ITIL FOUNDATION (IT SERVICE MANAGEMENT) AND DIGITAL TRANSFORMATION/ DIGITAL GOVERNANCE FOR 5 DAYS TO BE HELD AT DURBAN– DIRECTORATE – HUMAN RESOURCE UTILIZATION AND DEVELOPMENT-CONTACT PERSON - CONTACT PERSON-NOMFUNDO GOBA - 063 664 9753			
DISTRICT: ETHEKWINI **DURATION:** 5 WORKING DAYS **FACILITATOR:** 1 CLASSES, 1 FACILITATOR **NB:** VENUE AND TRAINING DATE TO BE PROVIDED BY THE DEPARTMENT	**20 PEOPLE**		
NB: KINDLY USE THE TERMS OF REFERENCE TO QUOTE ACCORDINGLY. **ALSO, THERE IS AN EVALUATION GRID THAT WILL GUIDE YOU ON THE ATTACHMENTS REQUIRED AND HOW MANY SCORING POINTS YOU WILL RECEIVE PER CORRECT ATTACHEMENT.**			
TOTAL			

NB: PLEASE INDICATE THE VALIDITY PERIOD FOR YOUR QUOTATION PRICE:

120 DAYS

SECTION G

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

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

2.2

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

……
……

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

2.3.1 If so, furnish particulars:

……
……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement

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

or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA

SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

SECTION H

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

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

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

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1. GENERAL CONDITIONS

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

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

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable

taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender.

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will

apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Black Equity Ownership (HDP) ***African, Coloured and Indian (100% Ownership)***	**10**	
HDP Women Equity Ownership ***Female Ownership (<51%)***	**06**	
Disability Persons (HDP) ***Permanent disability***	**04**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions

of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

SECTION I

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)…… in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 …….

2 ……..

SECTION J

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as…….. accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

NOT APPLICABLE TO BIDDER

4. I confirm that I am duly authorised to sign this contract.

H
SIGNED AT ……ON……..

NAME (PRINT) ……

SIGNATURE ……

OFFICIAL STA

WITNESSES

1 ……

2 ……

DATE: ……..

SECTION K
GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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

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

9. a cashier's or certified cheque

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

10. Inspections, tests and analyses

10.1. All pre-bidding testing will be for the account of the bidder.

10.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

10.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

10.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

10.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

10.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

10.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

11. Packing

11.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

11.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

12. Delivery and documents

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

12.2 Documents to be submitted by the supplier are specified in SCC.

13. Insurance

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

14. Transportation

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

15. Incidental Services

15.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

16. Spare parts

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

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

17. Warranty

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

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

17.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

18. Payment

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

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

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

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

19. Prices

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

20. Contract amendments

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

21. Assignment

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

22. Subcontracts

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

23. Delays in the supplier's performance

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

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

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

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

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

23.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

24. Penalties

24.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

25. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

25.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent

not terminated.

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

26 Anti-dumping and countervailing duties and rights

26.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

27 Force Majeure

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

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

28 Termination for insolvency

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

29 Settlement of Disputes

29.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

30 Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

31 Governing language

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

32 Applicable law

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

33 Notices

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

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

34 Taxes and duties

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

34.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

34.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

35 National Industrial Participation (NIP) Programme

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

36 Prohibition of Restrictive practices

36.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

36.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION L

SPECIAL TERMS AND CONDITIONS OF CONTRACT

SECTION 1: DEFINITION OF TERMS

1.1 SERVICE

Provision of Training on Contemporary Knowledge Management Techniques, ITIL Foundation (IT Service Management), and Digital Transformation /Digital Governance.

1.2 CONTRACTOR

The person or persons, partnership, close corporation, firm or company, whose bid for this service was accepted.

1.3 AGREEMENT

This comprises the agreement signed by parties, the conditions of bid, the bid, and the specifications.

1.4 AGREEMENT PERIOD

The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended, or renewed in accordance with stipulations of the agreement.

1.5 PARTIES

The parties to this contract are The Head of Department for Social Development in the KwaZulu-Natal and the successful Bidder.

1.6 DEPARTMENT

The Department of Social Development.

1.7 CURTAILMENT OF SERVICE

The Department reserves the right to withdraw from the service any parts of the contract as a whole, with one month's written notification to the contractor. In a case such as this, the contract sum will be adjusted pro rata from the date of withdrawal.

SECTION 2: INTRODUCTION AND RELEVANT INFORMATION

2.1 This bid is invited and will be awarded and administered in terms of the following:

2.1.1 KwaZulu-Natal Supply Chain Management Policy Framework,

2.1.2 Section 217 of the Constitution,

2.1.3 The PFMA and its Regulations in general,

2.1.4 The Preferential Procurement Policy Framework Act, and Regulations of 2022,

2.1.5 National Treasury guidelines, and

2.1.6 Provincial Treasury Supply Chain Management Practice Notes and guidelines.

2.2 The purpose of the above-mentioned KwaZulu-Natal Supply Chain Management Policy is to change the procurement system in KwaZulu- Natal and for that purpose:

2.2.1 To promote the achievement of equity in the government contracts.

2.2.2 To create a procurement system which is fair, equitable, transparent, competitive and cost effective;

2.2.3 To create uniformity and simplicity in the procurement process;

2.2.4 To provide for an advisory service to promote access to and knowledge of procurement process; and

2.2.5 To provide for an independent and impartial Appeal structure.

SECTION 3: SPECIAL CONDITIONS OF CONTRACT

3.1 ACCEPTANCE OF BID

3.1.2 The KwaZulu-Natal Department of Social Development is under no obligation to accept the lowest or any bid.

3.1.3 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

3.2 APPEALS

3.2.1 Entities aggrieved by a decision of a KZN Department of Social Development Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Bid Appeals Tribunal in the prescribed manner by the Supply Chain Management Policy Framework.

3.3 AMENDMENT OF CONTRACT

3.3.1 Any amendment to or renunciation of the provisions of the contract shall always be done in writing and shall be signed by both parties' subject to the Legal Services screening the amendment before it is signed.

3.4 BID PRICING

3.4.1 Bid prices reflected, will be taken as firm.

3.5 CHANGE OF ADDRESS

3.5.1 Bidders must advise the KwaZulu-Natal Department of Social Development should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

3.6 **COMMUNICATION**

3.6.1 All correspondence regarding this bid must be addressed or hand delivered to the:

GROUND FLOOR
KZN DEPARTMENT OF SOCIAL DEVELOPMENT
208 HOOSEN HAFFEJEE STREET
PIETERMARITZBURG
3201

3.7 COMPLETION OF SPECIFICATION

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

3.8 **COMPLETENESS OF BID**

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

3.9 CONDITIONS OF BID

3.9.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance.

3.9.2 No bid received by telegram, telex, or facsimile will be considered.

3.9.3 It shall be noted that the KZN Department of Social Development is under no obligation to accept the lowest or any bid.

3.9.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.

3.9.5 Bidders must provide the following particulars about themselves as part of the bid:

a) Where they have their Headquarters

b) Where they have their Regional Office.

c) Name, address and telephone number of bankers together with their bank account number.

d) The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.

3.9.6 In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided:

a) By whom, or with whose assistance, was the business plan drafted?

b) By whom, or with whose assistance, were the bid prices calculated?

c) Whose advice is relied on?

d) Who will provide financial support?

3.9.7 A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects which the bidder is engaged in.

3.10 CONFIDENTIALITY

3.10.1 The contractor's staff that comes into contact with confidential information and documents may be required to sign confidentiality agreements so as to protect the Department's information.

3.11 CONTRACT PERIOD

3.11.1 The contract period shall remain in force for a period of from award of purchase order until the final delivery and acceptance of goods.

3.11.2 The KZN Department of Social Development reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

3.12 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

3.12.1 The bidder must furnish the following details of all current contracts:

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

3.13 EQUAL BIDS

3.13.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

3.14 **EXECUTION CAPACITY**

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

3.15 EXTENSION OF CONTRACT

3.15.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to

3.16 FINANCIAL CAPACITY

I. Bidder must have the necessary capital resources to commence services should they be awarded this contract, for at least a period of Two (2) Months.

II. No advance payments will be made to the service provider.

III. Payments will be made monthly as per the Departments payment policies and procedures.

3.17 GENERAL EVALUATION CRITERIA

3.17.1 The Department will assess offers and adhere to the following basic guidelines when evaluating.

i. Whether all the required information called for in the bid document has been submitted by the bidder.

ii. Has the bidder supplied references or stated his/her experience as a Company to undertake the contract? References of past experience must accompany the bid document.

iii. The financial standing of the bidder and ability to render a service may be examined before an award of bid take place.

iv. Documented reports received from an institution/s pertaining to past bad performance by a company who is tendering, may be taken into consideration.

v. Will the bidder be in a position to successfully execute the contract?

vi. The 80/20 Point System will apply in the evaluation of this bid.

3.18 INFORMATION REQUIRED FROM BIDDER

3.18.1 Bidders must provide the following particulars about themselves as part of the bid:

a) Where they have their Headquarters.

b) Where they have their Regional Offices.

c) Details to be supplied on Company's letterhead.

3.19 IRREGULARITIES

3.19.1 Companies are encouraged to advise the KZN Department of Social Development timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

3.20 JOINT VENTURES

3.20.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

3.20.2 Should this bid be submitted by a joint venture, a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

3.20.3 Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

3.21 LATE BIDS

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

3.21.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the Bidder. No late bids are accepted.

3.22 **NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS**

3.22.1 Notification of the Adjudication of bid shall be in writing by a duly authorized official of the KZN Department of Social Development.

3.23 *PRO RATA* DECREASE OF COMPENSATION

3.23.1 Should the services not be rendered to the satisfaction of the Department and unsatisfactory items/ aspects/ events have already, in writing, been brought to the attention of the Contractor, the Department reserves the right in terms of paragraphs 3.26 and 3.27 hereunder, to retain payment to the Contractor for as long as the unsatisfactory service continues.

3.24 CENTRAL SUPPLIERS DATABASE

3.24.1 A bidder submitting an offer must be registered on the Central Suppliers Database. A bidder who has submitted an offer and is not registered on the Central Suppliers Database at the time of closure of the bid will not be considered.

3.24.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

3.25 **TAX CLEARANCE CERTIFICATE**

3.25.1 The bidder must furnish a copy valid Tax Compliance Status pin issued by South African Revenue Services (SARS), it must be submitted with the bid document before the closing date of the bid.

3.25.2 Each party to a Joint Venture/Consortium must submit a copy valid Tax Compliance Status pin issued by South African Revenue Services (SARS), together with the bid at the closing date and time of bid.

3.26 TERMINATION OF SERVICES

3.26.1 Should the Contractor fail to meet the conditions of the contract, or continue rendering unsatisfactory service, the Department reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Department may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.

3.26.2 The Department reserves the right to terminate the agreement, should the Institution, for any reason, be permanently closed or transferred to another location.

3.27 **UNSATISFACTORY PERFORMANCE**

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

3.27.2 Before any action is taken, the KZN Department of Social Development shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (14 days minimum). If the contractor does not perform satisfactorily despite the warning the KZN Department of Social Development will:

(a) take action in terms of its delegated powers
(b) make a recommendation for cancellation of the contract concerned.

3.28 **VALIDITY PERIOD AND EXTENSION THEREOF**

3.28.1 The validity (binding) period for the bid must be **180** days from close of bid. However, circumstances may arise whereby this KZN Department of Social Development may request the bidders to extend the validity (binding) period. Should this occur, the KZN Department of Social Development will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

3.29 **VAT**

3.29.1 Bid prices must be inclusive of VAT.

3.29.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

(a) The name, address and registration number of the supplier;
(b) the name and address of the recipient;
(c) an individual serialised number and the date upon which the tax invoice is issued;
(d) a description of the goods or services supplied;
(e) the quantity or volume of the goods or services supplied;
(f) either –

(i) the value of the supply, the amount of tax charged and the consideration for the supply; or
(ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

SECTION M

AUTHORITY TO SIGN A BID

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

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

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

…….

hereby authorizeMr/Mrs/Ms.....

acting in the capacity of .....

whose signature is.....

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

NAME	ADDRESS	SIGNATURE	DATE

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

Note:

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

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

SECTION N
CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:

   (a) The offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
   (b) This bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am fully acquainted;
   (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
   (d) If my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
   (e) The law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

   .....

   .....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

6. I/we firm confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

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

(1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.

(2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-

(a) Recover from the Service Provider all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or

(b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS .....**DAY OF** ..... **20**..... **AT**……..……..

SIGNATURE OF BIDDER OR DULY……..……

NAME IN BLOCK LETTERS AUTHORISED REPRESENTATIVE……..

ON BEHALF OF (BIDDER'S NAME): …….....

CAPACITY OF SIGNATORY: …….....

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE) …….....

POSTAL ADDRESS:……..……..

TELEPHONE NUMBER: .....

FAX NUMBER: .....

CELLULAR PHONE NUMBER: …….....

E-MAIL ADDRESS: …….....

TERMS OF REFERENCE
OF

THE KWAZULU-NATAL

DEPARTMENT OF SOCIAL DEVELOPMENT

HUMAN RESOURCE UTILIZATION & DEVELOPMENT

2026/2027

TRAINING ON CONTEMPORARY KNOWLEDGE MANAGEMENT TECHNIQUES, ITIL FOUNDATION (IT SERVICE MANAGEMENT), AND DIGITAL TRANSFORMATION/DIGITAL GOVERNANCE.

UNIT STANDARD : NONE- UNIT STANDARD

NQF : NONE - NQF

DURATION : FIVE(5) WORKING DAYS

CREDITS : CONTINUING PROFESSIONAL DEVELOPMENT POINTS

PROJECT DETAILS

PROJECT NAME	**CONTEMPORARY KNOWLEDGE MANAGEMENT TECHNIQUES, ITIL FOUNDATION (IT SERVICE MANAGEMENT), AND DIGITAL TRANSFORMATION/DIGITAL GOVERNANCE.**
PROJECT MANAGER	**MR CM NDLOVU**
PROJECT COORDINATOR	**MS NK GOBA**
PHYSICAL ADDRESS	**174 MAYORS WALK** **PIETERMARITZBURG** **3200**
TELEPHONE	**033 264 2129**
E-MAIL	**Nomfundo.zuma@kzndsd.gov.za**

1. ACRONYMS/ABBREVIATIONS

HRM	•	Human Resource Management
HRUD	•	Human Resource Utilisation and Development
PDP	•	Personal Development Plan
CV	•	Curriculum Vitae
NQF	•	National Qualification Framework
ICT	•	Information Communication Technology
DSD	•	Department of Social Development
GRC	•	Government, Risk and Compliance
SVS	•	Service Value System
RPA	•	Robotic Process Automation
ITIL	•	Information Technology Infrastructure Library

2. PROGRAMME/ SUB-PROGRAMME OVERVIEW

The Directorate: HRUD under Chief Directorate HRM has a responsibility to develop skills of all employees, mainly to improve performance and service delivery to all clients. This is done in response to the Skills Development Act No. 97 of 1998.

3. BACKGROUND OF THE PROJECT

The Department of Social Development (DSD) is committed to improving service delivery through the effective utilisation of Information and Communication Technology (ICT) and the continuous development of its human capital. As technology continues to evolve at a rapid pace, ICT professionals are required to regularly update their knowledge and skills to effectively manage, support, and secure the Department's ICT infrastructure and systems.

The rapid advancement of digital technologies has transformed the way organizations create, manage, deliver, and govern information and technology services. Modern organizations are increasingly required to leverage organizational knowledge effectively, adopt internationally recognized IT service management practices, and implement digital transformation initiatives that support strategic objectives, innovation, operational excellence, and sustainable growth.

To remain competitive and responsive to evolving business needs, organizations require professionals equipped with contemporary knowledge management skills, IT service management competencies based on ITIL best practices, and an understanding of digital transformation and governance frameworks.

This short course is designed to provide participants with practical knowledge, tools, and techniques to manage organizational knowledge assets, improve IT service delivery, and lead digital transformation and governance initiatives effectively.

4. PURPOSE OF THE PROJECT

The purpose of this course is to equip participants with the knowledge and practical skills required to:

- Implement modern knowledge management practices.
- Apply ITIL service management principles to improve service delivery.
- Drive digital transformation initiatives.
- Establish effective digital governance frameworks.
- Support organizational innovation, efficiency, and strategic decision-making.

5. PROJECT SCOPE

5 Days (40 Contact Hours)
Venue : Durban
Number of Participants: 20
Suggested allocation:

Module	Duration
Contemporary Knowledge Management Techniques	2 Days
ITIL Foundation (IT Service Management Version 5)	2 Days
Digital Transformation & Digital Governance	1 Day

5.1 Scope of Work / Course Content

Module 1: Contemporary Knowledge Management Techniques

Introduction to Knowledge Management

- Concepts and definitions
- Data, information, and knowledge
- Types of organizational knowledge
- Knowledge economy and organizational learning

Knowledge Management Frameworks

- Knowledge Life Cycle
- SECI Model
- Organizational Learning Models
- Knowledge Management Maturity Models

Knowledge Capture and Retention

- Knowledge harvesting
- Expert knowledge elicitation
- Lessons learned repositories
- Knowledge mapping
- Institutional memory preservation

Knowledge Sharing and Collaboration

- Communities of Practice
- Collaborative technologies
- Enterprise social networks
- Knowledge-sharing culture

Emerging KM Technologies

- Artificial Intelligence in KM
- Machine Learning Applications
- Knowledge Bases and Wikis
- Microsoft 365 and SharePoint for KM
- Cloud-Based Knowledge Platforms

5.2 Module 2: ITIL Foundation – IT Service Management

Introduction to IT Service Management

- ITSM concepts and benefits
- Service value and customer value
- Stakeholders in service management

ITIL Guiding Principles

- Focus on value

- Start where you are
- Progress iteratively with feedback
- Collaborate and promote visibility
- Think and work holistically
- Keep it simple and practical
- Optimize and automate

Service Value System (SVS)

- Governance
- Guiding Principles
- Service Value Chain
- Practices
- Continual Improvement

Service Value Chain Activities

- Plan
- Improve
- Engage
- Design and Transition
- Obtain/Build
- Deliver and Support

Key ITIL Practices

- Incident Management
- Problem Management
- Change Enablement
- Service Desk
- Service Level Management
- Information Security Management
- Knowledge Management
- Continual Improvement

ITIL Implementation

- Service performance measurement
- Customer experience management
- Service quality improvement
- ITIL implementation roadmap

5.3 Module 3: Digital Transformation and Digital Governance

Digital Transformation Fundamentals

- Digital transformation concepts
- Organizational digital maturity
- Business transformation strategies
- Change management in the digital age

Emerging Technologies

- Artificial Intelligence (AI)

- Internet of Things (IoT)
- Cloud Computing
- Big Data Analytics
- Robotic Process Automation (RPA)
- Cybersecurity Technologies

Developing Digital Transformation Strategies

- Vision and strategy formulation
- Digital capability assessment
- Stakeholder engagement
- Transformation roadmaps

Digital Governance Principles

- Governance structures and models
- Digital policies and standards
- Compliance and regulatory requirements
- Data governance frameworks
- Risk management and cybersecurity governance

Digital Leadership

- Leadership in digital organizations
- Digital culture and innovation
- Decision-making using analytics
- Managing organizational change

6. Training Methodology

The training shall be delivered through : Instructor-led presentations

- Interactive lectures
- Group discussions
- Case study analysis
- Practical demonstrations
- Hands-on exercises
- Workshops
- Real-life organizational scenarios
- Individual and group assignments
- Participant presentations

7. Expected Learning Outcomes

At the end of the training, participants will be able to:

- Establish effective knowledge management systems.
- Improve organizational knowledge-sharing practices.
- Apply ITIL service management principles to enhance service delivery.
- Implement continual service improvement processes.
- Design and contribute to digital transformation initiatives.
- Develop digital governance frameworks and policies.
- Strengthen organizational resilience, compliance, and innovation.
- Align IT services and digital strategies with business objectives.

8. **Deliverables**

The training provider shall provide:

- Detailed training program and agenda.
- Facilitator guide and participant manuals.
- Practical case studies and exercises.
- Assessment tools and evaluation forms.
- Training attendance records.
- Post-training report.
- Electronic training materials.
- Certificates of Completion.

9. **Resource Requirements**

The training provider shall provide:

- Qualified trainers with expertise in Knowledge Management, ITIL, and Digital Transformation.
- Training manuals and reference materials.
- Laptops/computer laboratory (where applicable).
- Internet access.
- Multimedia presentation facilities.
- Digital collaboration tools.
- Practical laboratory exercises and case studies.

10. Qualifications and Experience of the Trainer(s)

The training provider shall deploy suitably qualified and experienced facilitators with proven expertise in **Knowledge Management, IT Service Management (ITIL), Digital Transformation, and Digital Governance**.

10.1 Minimum Academic Qualifications

The lead facilitator(s) should possess:

- A Bachelor's Degree in one of the following fields:
- Information Technology (IT)
- Computer Science
- Information Systems
- Knowledge Management
- Business Information Technology
- Information Management
- Digital Transformation
- Governance, Risk and Compliance (GRC)
- Or a related ICT discipline

Preferred:

Honours Degree, Postgraduate Diploma, Master's Degree, or equivalent qualification in ICT, Information Systems, Knowledge Management, Business Administration, Digital Transformation, or related fields.

10.2 Professional Experience

The trainer should have:

- A minimum of **5 years' practical experience** in ICT, Knowledge Management, IT Service Management, Digital Transformation, or Digital Governance.
- Demonstrable experience in implementing knowledge management systems and practices within public or private sector organizations.
- Experience in designing and managing IT service management processes aligned to ITIL best practices.
- Experience in leading or supporting digital transformation initiatives.
- Experience in IT governance, risk management, compliance, and digital strategy development.
- Experience in facilitating professional training courses for adult learners

10.3 Training Experience

The trainer must demonstrate:

- At least **3 years' experience** delivering similar training programmes.
- Experience training government institutions, public entities, universities, or corporate organizations.
- Strong facilitation, presentation, and stakeholder engagement skills.
- Ability to deliver both theoretical and practical sessions, including case studies and hands-on exercises.

Required Supporting Documentation

The training provider shall submit:

- Detailed Curriculum Vitae (CV) of each proposed trainer.
- Certified copies of academic qualifications.
- Copies of professional certifications.
- Evidence of similar training programmes successfully conducted.
- References or recommendation letters from previous clients.
- Training methodology and course delivery approach.

11. Evaluation Criteria for Trainers

• Criteria	Minimum Requirement
Academic Qualification	Bachelor's Degree in ICT-related field
Professional Certifications	ITIL Foundation and/or relevant KM/Digital Governance certifications
Industry Experience	Minimum 5 years
Training Experience	Minimum 3 years
Similar Assignments Conducted	At least 3 comparable assignments
References	Minimum 2 contactable references

Preferred Competencies

The trainer should demonstrate knowledge of:

- Knowledge Management Frameworks and Technologies.
- ITIL Service Value System (SVS) and Service Management Practices.
- Digital Transformation Strategies.
- Digital Governance Frameworks (COBIT, ISO Standards).
- Microsoft 365, SharePoint, Teams, and Knowledge Collaboration Tools.
- Data Governance and Information Management.
- Artificial Intelligence (AI) and emerging digital technologies.
- Change Management and Organizational Transformation.

Note: Preference shall be given to trainers who possess internationally recognized certifications in Knowledge Management, ITIL, Digital Transformation, COBIT, Enterprise Architecture, or related disciplines and who have successfully delivered similar training programmes within the last five (5) years.

12. Assessment and Certification

Participants shall be assessed through:

- Practical exercises
- Group assignments
- Case study presentations
- Class participation
- End-of-course assessment

Participants who successfully complete the course and meet attendance requirements shall receive a: ***Certificate of Completion in Contemporary Knowledge Management Techniques, ITIL Foundation (IT Service Management), and Digital Transformation/Digital Gove***

13. Expected Impact

The training is expected to:

- Enhance organizational knowledge sharing and retention.
- Improve IT service quality and customer satisfaction.
- Strengthen IT governance and service management capabilities.
- Accelerate digital transformation initiatives.
- Improve digital governance, compliance, and risk management.
- Support innovation, operational efficiency, and strategic decision-making.
- Build organizational capacity to respond effectively to emerging technological challenges and opportunities.

Course Category **:** Information and Communication Technology (ICT)
Course Level **:** Intermediate to Advanced Professional Development
Recommended Certification Path **:** ITIL Foundation Certification Preparation and Digital Transformation Practitioner Development.

14. REPORTING

At the end of training, the Training Provider must compile and submit a close up report to Human Resource Utilization & Development. Certificates of attendance must be issued within three months after training

SECTION P

EVALUATION CRITERIA

The evaluation system will only take effect if all the mandatory requirements are achieved and the bidders score 50% and above on functionality. Bidders that do not meet all the mandatory requirements and score less than 50% will be disqualified for any further evaluation of their bid.

Bids will be evaluated and adjudicated as follows:

Phase 1: Minimum Mandatory Requirements for Administrative Compliance

The Bid Evaluation Committee will assess compliance with the Minimum Mandatory Requirements for Administrative Compliance as outlined below.

Bidders who do not comply with the minimum Mandatory Requirements for Administrative Compliance will be disqualified and will not proceed to Phase 3 in the bid evaluation process.

The bidder shall ensure that all the required information is furnished; viz:-

- Invitation to bid (PART A)
- Terms and conditions for bidding (PART B)
- Declaration that information on Central Suppliers Database is correct and up to date (SECTION C)
- Bidders Disclosure (SECTION G)
- Authority to sign a bid (SECTION M)
- Conditions of Bid (SECTION N)

The bidder shall ensure that the bid document is fully completed and signed

Returnable documents

a) Resolution letter – authority to sign a bid document (where applicable)
b) Certified Copies of the ID Document.
c) Copies of Company Registration Documents

NOTE: FAILURE TO SUBMIT THE REQUIRED INFORMATION WILL INVALIDATE THE ENTIRE PROPOSAL

Phase 2: Evaluation of Functionality

The evaluation of the bids must be conducted in the following manner:

1.1 The KZN Department of Social Development will evaluate the bids on the basis of functionality as set out below.

1.1.1 The percentage scored for functionality may be calculated as follows:

(a) The value awarded for each criterion should be multiplied by the weight for the relevant criterion to obtain the score for the various criteria;

(b) The scores for each criterion should be added to obtain the total score.

(c) The following formula should be used to convert the total score for functionality:

$$Ps = \frac{So}{Ms} X\ 100$$

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

Ms = Maximum possible score

1.1.2 The percentage of each panel member should be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

1.2 Minimum scoring: A service provider who fails to score a minimum of **50 points** on functionality will be disqualified at this stage and will not proceed to phase 3 of the evaluation process which is the price and preference point allocation stage.

1.3 ONLY those bids that obtain a minimum score for functionality i.e. **50 out of 100 points (50%)** will be considered for the phase 2 of evaluation.

EVALUATION GRID FOR INFORMTION COMMUNICATION AND TECHNOLOGY (20 OFFICIALS)
(To be completed for each Tender by each valuator) (Departmental use only)

To be completed for each tender by each evaluator	**Maximum**	**Initial assessment**	**Revised assessment (before interviews*)**	**Revised assessment after interviews***
Understanding, Organization and approach				
Company Experience & Competencies	10		2.5 points per letter	Four (4) verifiable training reference letters Letters must be within a period of past 10 years, indicating that the relevant training was provided, dates and the number of people that were trained, signed, dated, and company letterhead with contact details
Organizational Structure	10		Director : 2 points 2 Facilitators : 6 points Administrator: 2 points	• Organogram (Structure must reflect the name against each portfolio)
Approach & Methodology	40		10 points 10 points 10 points (5 points each) 10 points (2 points per learning output)	Detailed Programme (20) *Course outline *Implementation Plan in detail 2 forms of assessments/daily activities (i.e Instructor-led presentations,interactive lectures,group discussions, individual and group assignment) Maximum of 05 learning outputs

				• Contemporary knowledge management techniques • Service Value Systems • ITIL foundation (IT Service Management version 5) • Digital transformation and Digital Government • Emerging KM technologies
Total Score	**60**			
Key experts				
2 Facilitator(s) Qualifications	10		5 points per facilitator	Certified copies of certificates: • National Senior Certificate • Possess relevant ICT qualifications at NQF Level 7 or higher. (i.e Bachelor's degree in following fieldls • Information Tchnology • Computer scicence • Information Systems • Knowledge Management • Business information technology • Digital transformation • Governnce Risk and compliance • Or Related ICT discipline Preferable: Honors Degree, post graduate Diploma, Master's Degree or equivalent qualification in ICT
2 Facilitator(s) Experience	10		5 points per CV	Detailed CV reflecting: knowledge, skills and competencies in Contemporary

				knowledge management Techniques, ITIL foundation, Digital transformation and digital Governance or equivalent knowledge in ICT.
Specific professional experience	10		2.5 points per Letter	Four (4) verifiable reference letters based on ICT. Letters must be within a period of past 10 years, indicating training that was provided, dates and the number of people that were trained, signed, dated, and company letterhead with contact details (The facilitator must be a qualified ICT specialist, • with 3 years experience delivering similar training programmes.) • Experience of training government institution, public entities, universities or corporate organisations.
Professional Registration with a relevant body or SETA or QCTO	10		10 Points	A valid Registration with a **MICT SETA, IITPSA,ICIPT-SA or QCTO** or relevant professional body.
Total score for Key experts	**40**			
Minimum Qualifying Score	**50**			
Overall total score	**100**			

EVALUATION GRID EXTENSION FOR INFORMATION COMMUNICATION TECHNOLOGY TRAINING (20 OFFICIALS)

Requirements	**Points Breakdown**
Company Experience & Competencies	***Four (4) verifiable training reference letters*** **Letters must be within a period of past 10 years, indicating that the relevant training was provided, dates and the number of people that were trained, signed, dated, and company letterhead with contact details*
Organogram	*Organogram (structure must reflect the name against each portfolio)*
Approach & Methodology	**Course outline and Implementation Plan in detail.* **Forms of assessment/Daily activities i.e. presentations, group activities, case studies* **Learning Outputs* • *Contemporary knowledge management techniques* • *Service Value Systems* • *ITIL foundation (IT Service Management version 5)* • *Digital transformation and Digital Government* • *Emerging KM technologies*
2 Facilitator's Qualifications	***Certified copies of:*** **Relevant Bachelors Degree in following fieldls* • *Information Tchnology* • *Computer scicence* • *Information Systems* • *Knowledge Management* • *Business information technology* • *Digital transformation* • *Governnce Risk and compliance* • *Or Related ICT discipline* *Preferable: Honors Degree, post graduate Diploma, Master's Degree or equivalent qualification in ICT*
2 Facilitator's CV	*Detailed CV reflecting:* *knowledge, skills and competencies in Contemporary knowledge management Techniques, ITIL foundation, Digital transformation and digital Governance* *or equivalent knowledge in ICT*
Specific professional experience	*Four (4) verifiable reference letters based on this* ***specific training*** *Letters must be within a period of past 10 years, indicating training that was provided, dates and the number of people that were trained, signed, dated, and company letterhead with contact details* *The facilitator must be a qualified ICT specialist with 3 years experience delivering similar training programmes.* *Experience of training government institution, public entities, universities or corporate organisations*
Professional Registration with a relevant body or SETA or QCTO.	*A valid Registration with a* ***MICT SETA, IITPSA,ICIPT-SA , QCTO*** *or relevant professional body.*

- In overall a minimum of 50% must be attained to qualify for further evaluation. A service provider who fails to score a minimum of 50 % on functionality will be disqualified automatically at this stage and will not proceed to phase 3 of the evaluation process which is the price and preference point allocation. **Points for functionality will play no part in the final score**.

Phase 3: Price and Preference Points System

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

6.1 **This bid is issued with 80/20 preference points system**

6.1.1 The applicable preference point system for this tender is 80/20 preference point system wherein 80 points will be allocated for price and 20 points will be allocated for specific goals as follows:

Preference point system	
Price	**80**
Specific Goals	**20**
• **Race HDP (Black Equity Ownership – 100% HDP)**	10
• **Gender HDP (HDP Women Equity <51% Ownership)**	06
• **Disability HDP**	04
Total	**100**

It is compulsory for bidders to substantiate that they meet the above specific goals and requirements by submitting the following evidence:

(a) Copy of Enterprise Registration Certificate (CIPC).
(b) Copies of an identity document (ID) and CSD report to show/ substantiate percentage ownership equity.
(c) Medical Certificate to substantiate permanent disability.

Claim for Specific Goals for 20 points allocation

(a) If the bidder is a black company with a minimum of 100% black equity ownership, 10 points must be allocated. (If black equity ownership is less than 100%, no points may be allocated.)

(b) If HDP women equity ownership is 51% or more, 06 points may be allocated. (If women equity ownership is less than 51%, no points may be allocated).

(c) If an entity has persons living with disability (HDP) 04 points may be allocated. (If there is no persons living with permanent disability (HDP), no points may be allocated).

(d) Points may be allocated cumulatively in respect of the above three groups under the relevant circumstances, as set out above.

It is mandatory for tenderers to complete SBD 6.1 to claim the points for specific goals, failure to complete the SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.