KWAZULU-NATAL PROVINCE
COMMUNITY SAFETY AND LIAISON
REPUBLIC OF SOUTH AFRICA

Private Bag X9143, Pietermaritzburg, 3200
179 Jabu Ndlovu Street, Pietermaritzburg, 3200
Tel: 033- 341-9300 Fax: 033- 342-6345

FINANCIAL MANAGEMENT SERVICES

INVITATION TO TENDER – DCSL -SBD 23/2026: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER CRIME PREVENTION, SELF DEFENCE, FIRST AID TRAINING & DISASTER RISK MANAGEMENT TRAINING FOR THE DEPARTMENT FOR A PERIOD OF 36 MONTHS.

Company Name	

The Department invites prospective bidders to submit offers for the appointment of a panel of service provider to render Crime Prevention, Self Defence, First Aid & Disaster Risk Management Training to the Department of Community Safety and Liaison for a period of thirty-six months (36). This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations, 2022.

CONTACT PERSON FOR SCM AND TECHNICAL ENQUIRIES may be directed to:

- Mr. A David Tel. No. (033) 3419300 / e-mail: Andrew.david@comsafety.gov.za
- Mr. N. Mdabe Tel No. (033) 3419300 / e-mail: Ndumiso.mdabe@comsafety.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

- Ms. N.T. Hlophe Tel No (033) 3419300 / email: Thobile.hlophe@comsafety.gov.za

COMPULSORY BRIEFING SESSION

A compulsory briefing session will take place as follows:
Date: 26 November 2026
Time: 10:00am
Venue- 179 Jabu Ndlovu Street, Pietermaritzburg

CLOSING OF BID:

The closing date and time for receipt of Tenders is 09 December 2026 @ 11:00 am.
Telegraphic, telephonic, telex, facsimile, e-mail, and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

The Bid Box, located on the ground floor
Attention: Financial Management Supply Chain Management Unit
KZN Community Safety and Liaison
179 Jabu Ndlovu Street
Pietermaritzburg
3200

TABLE OF CONTENTS

CONTENTS		
COVER PAGE		
TABLE OF CONTENTS		
PART A	INVITATION TO BID (SBD 1) ***(Completed)***	
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1) ***(Completed and signed)***	
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF THE BID	
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS UP TO DATE AND COMPLETE ***(Completed and signed)***	
SECTION D	COMPULSORY BRIEFING SESSION (***Completed and signed on site)***	
SECTION E	PRICING SCHEDULE (***Completed)***	
SECTION F	BIDDER'S DISCLOSURE (SBD 4) ***(Completed and signed)***	
SECTION G	THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5) ***(Not applicable)***	
SECTION H	PREFERENCE POINTS CLAIM FORM (SBD 6.1) ***(Completed and signed)***	
SECTION I	AUTHORITY TO SIGN THE BID ***(Completed and signed)***	
SECTION J	GENERAL CONDITIONS OF THE CONTRACT	
SECTION K	SPECIAL CONDITIONS OF CONTRACT	
SECTION L	CONDITIONS OF BID	
ANNEXURE A	TERMS OF REFERENCE /SPECIFICATION	
SECTION M	POPIA FORM	

BID NUMBER:	DCSL SBD 23/2026	CLOSING DATE: 09 DECEMBER 2026	VALIDITY PERIOD 120 DAYS	CLOSING TIME:	11h00
DESCRIPTION	**APPOINTMENT OF A PANEL OF SERVICE PROVIDER TO RENDER CRIME PREVENTION, SELF DEFENCE, FIRST AID & DISASTER RISK MANAGEMENT TRAINING FOR A PERIOD OF THREE YEARS (36 MONTHS)**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

179 JABU NDLOVU STREET – PMB

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Mr. N. Mdabe	CONTACT PERSON	Ms. N.T. Hlophe
TELEPHONE NUMBER	0333419300	TELEPHONE NUMBER	0333419300
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Ndumiso.mdabe@comsafety.gov.za	E-MAIL ADDRESS	Thobile.hlophe @comsafety.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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

SECTION A

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

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

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

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

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

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 COMPULSORY BRIEFING SESSION

Site/Building/Institution Involved: KZN COMMUNITY SAFETY AND LIAISON

Bid Reference No: DCSL SBD 23/2026

Goods/Service/Work: **Appointment of a panel of service providers to render Crime Prevention, Self Defence, First Aid & Disaster Risk Management Training for a period of 36 months to KwaZulu-Natal Community Safety and Liaison.**

****

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

On behalf of (company name) _____

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

_____

Signature of Bidder or Authorised Representative
(PRINT NAME)

DATE: ___/___/_____

_____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp with Signature

It is compulsory for the bidder to sign the register and to sign the Compulsory Briefing Session form. It is also compulsory that the form be signed and stamped by a representative from department. Failure to sign and stamp the form will result in the offer being rejected and considered as non- responsive.

SECTION E **SBD 3.1**

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: DCSL SBD 23/2026
Closing Time: **11:00**	Closing date: 09 December 2026

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
		SUB-TOTAL		
		VAT AT 15%		
		GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)		

- Required by: *KZN Community Safety and Liaison ....*
- *At:* *179 Jabu Ndlovu Street .* Pietermaritzburg 3201.....
- *Brand and model* .....
- *Country of origin* .....
- *Does the offer comply with the specification(s)?* **YES/NO*
- *If not to specification, indicate deviation(s)* .....
- Period required for delivery .....
- Delivery basis **Delivery: Firm/not firm* .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

SBD 4 SECTION F

BIDDER'S DISCLOSURE 1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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 the table below.

Full Name	Identity Number	Name of State institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
2.2.1. If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....

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.

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

SECTION G NOT APPLICABLE

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million. or
(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2-year period which in total exceeds US$10 million. or
(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million. or
(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1. (b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;
c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number ..... Closing date: .....

Name of bidder.....

Postal address .....

.....

Signature..... Name (in print) .....

Date.....

KWAZULU-NATAL PROVINCE
COMMUNITY SAFETY AND LIAISON
REPUBLIC OF SOUTH AFRICA

SBD 6.1 SECTION H

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENTREGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ...80/20..... preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) Specific goals (HDI).

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS: **Historically Disadvantaged Individuals (HDI)**	20
Total points for Price and Specific Goals (Must not exceed 100)	100

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

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

2. DEFINITIONS

(a) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.

(b) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

(c) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(d) **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

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

(f) **"tender for income-generating contracts"** means a written offer in 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 legal agreement between the organ of state and the 3rd party that produces revenue for the organ of state, and includes, but not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. POINTS AWARDED FOR PRICE

3.1 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 bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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 to a bidder for specific goals stated. The specific goals to be used will be determined by the department, in line with the preferential procurement goals, at the time of invitation of quote/bid from panel of service providers as may be supported by proof/ documentation stated in the conditions of this bid:

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 bid documents, stipulates in the case of-

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

(b) any other invitation for bid, 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 points 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 bid 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 bidders: The bidder must indicate how they claim points for each preference point system.)

The Specific Goals allocated points in terms of this bid	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)
The specific goals to be used will be determined by the department, in line with the preferential procurement goals, at the time of invitation of quote/bid from panel of service providers		20		

5. **DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

5.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

5.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

5.7 Total number of years the company/firm has been in business:.....

5.8 I/we, the undersigned, who is / are 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 bid, qualifies the company /firm for the preferences 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser 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 purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:
.....

ADDRESS .....

.....

SECTION I

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) COOPERATIVE	(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 authorise Mr/Mrs/Ms ..... acting in the capacity of ..... whose signature is .....

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

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough 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 J

GENERAL CONDITIONS OF CONTRACT

1) Definitions

The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive

practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2) Application

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

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

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

3) General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable 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:

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

7.3.2 a cashier's or certified cheque

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

8) Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or 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.

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

9) Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing

shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10 Delivery and documents

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

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

11 Insurance

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

12 Transportation

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

13 Incidental Services

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

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

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

14 Spare parts

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

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

15 Warranty

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

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

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16 Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

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

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

17 Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price

adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

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

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

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

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

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

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

22 Penalties

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

performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 21.

23 Termination for default

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

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

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

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24 Anti-dumping and countervailing duties and rights

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

25 Force Majeure

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

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

26 Termination for insolvency

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

27 Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of liability

28.1 Except in cases of criminal negligence or 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.

29 Governing language

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

30 Applicable law

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

31 Notices

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

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

32 Taxes and duties

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

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

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

33 National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms,

is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

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

SECTION K

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. ACCEPTANCE OF OFFER

1.1 This bid has been invited and will be adjudicated in terms of the KwaZulu-Natal Supply Chain Management Policy Framework and the KwaZulu-Natal Provincial Practice Notes. The DCSL Bid Evaluation and Adjudication Committee is under no obligation to accept the lowest or any bid.

2. ADDRESS OF THE BIDDER

2.1 Bidders must advise the DCSL should their address (*domicilium citandi et executandi)* (physical address) details from the time of bidding to the expiry of the contract.

3. CONTRACT PERIOD

3.1 Successful bidders will be appointed for a period of thirty-six months.
3.2 The Department reserves the right to terminate the contract should the awarded entity fail to fulfil its contractual obligation in terms of this contract.

4. FALSE DECLARATION

4.1. All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.
4.2. Any false declaration or intentional omission of relevant facts shall lead to disqualification.

5. AWARD OF BIDS

The Department will source quotations from service providers who are appointed on the panel.

6. PRICE

6.1. The Department will source quotations from service providers who are appointed on the panel, the pricing schedule must be fully completed.
6.2. Prices must be in South African Currency, be inclusive of VAT and exclude any trade discount.

7. ORDERS

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

8. WARRANTS

8.1. The awarded entity warrants that it is able to deliver to the satisfaction of the Department.
8.2. The involvement of the awarded entity in any other business or venture shall not compete or conflict with the obligations of the entity to provide the services to the Department in terms of this bid.

9. PAYMENT AND INVOICING

9.1. Payment will only be processed upon receipt, verification of invoices and confirmation by the appropriately authorized officials of actual services rendered.
9.2. Payment will be made to the awarded Entity only. Any deviations (e.g. cession of contract) will only be accepted after relevant approval has been granted by the Bid Adjudication Committee.
9.3. Invoices must clearly indicate the order number, invoice number and VAT number (where it is applicable).
9.4. Any variation to the quantities other than those stipulated in this bid document shall be approved by the Department.

10. AMENDMENT OF BID CONDITIONS, ORDER STIPULATIONS OF BID, ETC.

10.1. No agreement to amend or vary the bid conditions or order or stipulations of bid shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by contracting parties subject to approval by the Head of the Department.

11. CANCELLATION

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

12. TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

12.1. The Department will verify the tax compliance status of a bidder through CSD.
12.2. Bidders must ensure that their tax matters are compliant with CSD.

13. CENTRAL SUPPLIERS DATABASE (CSD)

13.1. A bidder submitting an offer must be registered on the Central Suppliers Database (CSD).
13.2. A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.
13.3. Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.
13.4. All information supplied in the bid document must correlate with information on CSD. It is the responsibility of the supplier to ensure that information on CSD is up to date at all times.
13.5. Failure to comply with any of the above will result in the bidder being disqualified.

14. COMPLETENESS OF THE BID DOCUMENT

14.1. The bid will only be considered if it is correctly completed in all respects and accompanied by all relevant and other necessary and applicable information/documents, i.e., signatures should be appended where required and documents called for should be submitted. (This section must be read together with Clause 4 of Section A: Special Instructions and Notices to Bidders Regarding the Completion of Bidding Forms).

15. SUBMISSION OF BIDS

15.1. Bids are to be submitted to the offices of the Department, ground floor entrance, 179 Jabu Ndlovu Street, Pietermaritzburg before **11:00 am**. All bids are to be deposited in the bid box situated at the reception area. Late bids shall not be accepted.

16. TERMINATION OF SERVICES

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

17. UNSATISFACTORY PERFORMANCE

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

17.2. Before any action is taken, the Department 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 (7 days). If the contractor does not perform satisfactorily despite the warning the Department will:

(i) Take action in terms of its delegated powers.
(ii) Make a recommendation for cancellation of the contract concerned.

18. LATE OFFERS

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

18.2. A late bid shall not be considered.

19. UNSOLICITATED OFFERS

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

20. EQUAL OFFERS

20.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.

20.2 If two or more tenderers score equal total points in all aspects, the award must be decided by the drawing of lots.

21. VALIDITY PERIOD AND EXTENSION THEREOF

21.1. The validity (binding) period for the bid must be 120 Days from close of tender. However, circumstances may arise whereby this Department may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders.

22. CONFIDENTIALITY

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

23. EXPENSES INCURRED IN PREPARATION OF BIDS

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

24. NOTIFICATION OF AWARD OF BID

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

25. CONTRACT AND SERVICE LEVEL AGREEMENT

25.1. The successful bidder shall be required to enter into a Service Level Agreement with the Department.
25.2. The bid document constitutes a legal document and a binding contract.

26. QUERIES FROM THE BIDDERS

Any correspondence with regards to this bid which the bidder wishes to raise must be emailed to the following officials.

26.1 SCM enquiries may be directed to:
Mr. A. Davids Tel. No. (033) 341 9300 and e-mail: andrew.david@comsafety.gov.za or Mr. N. Mdabe Tel. No. (033) 341 9326 /email: ndumiso.mdabe@comsafety.gov.za

Technical enquiries may be directed to:
Ms. N.T. Hlophe Tel No (033) 341 9300/email: Thobile.hlophe@@comsafety.gov.za

27. JOINT VENTURES/CONSORTIUM

27.1 Any Bid by a Joint Venture (JV)/ Consortium must be accompanied by a copy of a duly signed Joint Venture Agreement. Such agreement must specify the portion of the bid to be undertaken by each participating entity.
27.2 Parties to the JV/Consortium must all sign the JV Agreement, and the minutes of the meeting must be submitted with the bid at the closing date.
27.3 Should the parties enter into a JV, the JV Agreement should reflect a lead partner and the following nominations:

(i) Bank account to be used for the purpose of this Bid or Contract.
(ii) authorized representative and signatory. (iii) Authorized letterhead, address, etc.

28. COMMUNICATION, MEDIA RELEASES, ETC

28.1 Bidders shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this bid during the period between the closing date for the receipt of bids and the dispatch of the written notification of the Department, which on receipt of such report may, at their discretion, disqualify the bidder concerned.

28.2 All rights of publication on articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Department. The successful bidder shall not, without the written consent of the Department, cause any statement or advertisement to be printed screened or aired by the media.

29. COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE

29.1 A bidder shall not in any way communicate with a member of a Bid Committee or with any officer, agent, or representative of the Department on a question affecting any contract for the supply of goods or for any work, undertaking or service which is the subject of a bid during the period between the closing date for receipt of bids and the dispatch of the written notification of the decision on the award of the Contract provided that a bidder shall not hereby be precluded.

30. UNDERTAKING

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

30.1.1 Directors, shareholdings, membership and/or management;

30.1.2 Constitution, memorandum and/or articles;

30.1.3 Service providers, partners, joint venture entities and/or subcontracting parties; 30.1.4 Change in specific gaols issued with the bid;

30.1.5 Any changes ancillary to the above.

30.2 The Contractor undertakes, were possible, to inform the Department as least thirty (30) days before the above changes are effected of the details of the proposed changes.

30.3 Alternatively, the Contractor undertakes that there shall be no material changes in the nature of the Contractor for the duration of this contract, including, but not limited to, inter alia, the following: -

30.3.1 Directors, shareholdings, membership and/or management; trustees;

30.3.2 Constitution, memorandum and/or articles; trustee;

30.3.3 Service providers, partners, joint venture entities and/or subcontracting parties; 30.3.4 Change in specific gaols issued with the bid;

30.3.5 Any changes ancillary to the above.

30.4 However, in the event of any of the above changes being anticipated, the Contractor undertakes to immediately inform the Department alternatively at least thirty (30) days prior to the proposed changes.

30.5 The Contractor furthermore undertakes to immediately inform the Department should the Contractor, any of its directors, members, partners, service providers, subcontractors or managers: -

30.5.1 has been listed on the National Treasury's Database as entities prohibited from doing business with the public sector.

30.5.2 has been listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004);

30.5.3 has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;

30.5.4 has died or ceased to exist;

30.5.5 has a civil judgment taken against it/them by a court of law or any other competent authority;

30.5.6 or their estates being placed under judicial management or being provisionally or finally sequestrated or liquidated.

30.6 In the event of the Contractor failing to act as aforesaid, the Department will be at liberty to, in its discretion, exercise any one or a combination of the following remedies: - 30.6.1 immediately cancel the contract;

30.6.2 revisit the contract and issue directives with regard to the remaining term of the contract;

30.6.3 engage the services of other parties and service providers;

30.6.4 engage the service of the next favourable bidder;

30.6.5 exercise the remedies available to it in terms of the provisions of paragraph 23 of the General Conditions of Contract;

30.6.6 recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;

30.6.7 cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation;

30.6.8 cash in any securities, utilise deposits and/or withhold any payment due to the Contractor in lieu of damages.

31. CESSION OF BID

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

32. BID APPEAL TRIBUNAL (BAT)

BAT finds its establishment in Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers the National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

32.1 The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.

32.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.

32.3 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.

32.4 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.

32.5 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

32.6 The award will be published on the Departments website and directly send out notifications of non-award to disqualifying bidders.

32.7 No appeals will be considered after the award information has been published on the E-Tender Portal.

32.8 It is therefore concluded that the publication of award information on the e-tender portal will be submitted once the appeals process is concluded and the offer has been accepted by the recommended bidder as per paragraph 3.3 c of the PFMA SCM Instruction No.09 of 2022/2023.

The address provided for the lodging of appeals is:
Email: Batsecretariat@kzntreasury.gov.za
The Chairperson Bid Appeals Tribunal Private Bag X9082 Pietermaritzburg 3200

33. Please note that there will be no sitting of the Bid Specification Committee whenever the department sends out RFQ for services from the approved panel of service providers, as the specification, terms of reference have already been approved for advertising of this services.

34. The department will source quotation from the approved panel of service providers in line with the Department's SCM Policy as follows:
    a. The service providers will be grouped alphabetically (using their legal name as registered in CSD and CIPC) depending on the total number of service providers approved for the panel. The minimum per group will be 5 and the maximum will be 10.
    b. The request for quotation will be facilitated through rotation within the panel of service providers. If the panel has less than 10 service providers, quotations will be sourced from all of them.
    c. Service providers will be rotated in a fair manner using the following criteria:
        i. Service providers categorised alphabetically in either groups of 5 or 10.
        ii. For example, if there are 30 approved panel of service providers. There will be 3 groups, namely, A, B, C.
        iii. During RFQ process, Group A (10 service providers) will be given a fair competing chance for the service.
        iv. In the next RFQ, Group B (10 service providers) will be given their chance, then Group C and the process starts again.
        v. This will ensure sequential fair competition for all service provider within the panel. This will depend on the number of groups that the panel has.
    d. The approved groups of service providers within the panel will be publicised in departmental website and eTenders.
    e. The specific goals to be used will be determined by the department, in line with the preferential procurement goals, at the time of invitation of quote/bid from panel of service providers

SECTION L

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 National Treasury General Conditions of Contract and Standard Bidding Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal 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 judgement which may be pronounced against me as a result of such action.

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

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 contractor 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 REPRESENTATIVE **NAME IN BLOCK LETTERS AUTHORISED**

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: .....

KWAZULU-NATAL PROVINCE
COMMUNITY SAFETY AND LIAISON
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE (TOR)

Crime Prevention, Self-Defense, First Aid & Disaster Risk Management Training

Department of Community Safety and Liaison

Table of Contents

1. Duration
2. Minimum Requirements
3. Description of Services
4. Evaluation Criteria
5. Payment Process
6. Pricing Schedule
7. Annexure A: Deliverables Schedule

Terms of Reference (TOR)

Crime Prevention, Self-Defence, First Aid & Disaster Risk Management Training

1. Duration

The training programme will be conducted as follows:

Crime Prevention: 2-3 days
First Aid Training: 2-3 days (Level 1 Basic Course)
Self-Defence Training: 2-3 days
Disaster Risk Management Training (Rapid Response Teams): 1-2 days

The exact number of days for training will be communicated at time of requesting quotations.
Each session will accommodate a minimum of 40 to maximum of 75 participants from community safety structures. The training will be coordinated annually, as the need arises. The appointed service provider must have the capacity to facilitate three (3) concurrent sessions.

2. Minimum Requirements

Bidders are required to submit the following:

A comprehensive company profile demonstrating relevant experience and expertise.
A detailed project implementation plan, covering pre-training (consultation, research, planning), training delivery (facilitation, printing), and post-training (support and mentorship).
An organizational structure (organogram) clearly depicting skills and expertise of staff allocated to the project.
Ability to provide certificates of attendance and/or competence upon completion of training.
Reference letters confirming similar previous work.

Specific requirements per training stream:

Crime Prevention Training: Facilitators must hold at least an NQF Level 6 qualification in Social Sciences, Criminology, Development Studies, Education, Police Science, Law, or Criminal Justice.
Self-Defense Training: Facilitators must have relevant experience in self-defense training, preferably with background in SAPS, security services, SANDF, or related fields.
First Aid Training Facilitators must have experience in conducting accredited First Aid Training within the health system (primary or secondary).
Disaster Risk Management Training: Facilitators must have experience in Disaster Risk Management training and be registered with relevant professional bodies.

3. Description of Services

The service provider will be required to deliver structured training programmes in the following thematic areas:
Crime Prevention
Self-Defence
First Aid
Disaster Risk Management

Each thematic area must include theoretical and practical components as detailed in the attached deliverables schedule (Annexure A).

4. Evaluation Criteria

The evaluation of proposals will be based on the following functionality criteria:

Generic Training Functionality (20 points)
Organogram (10 points)
Methodology & Approach (10 points)

Specific Expertise (10 points)
Experience in Crime Prevention, Self-Defence, First Aid, Disaster Risk Management (5 points)
Qualifications of facilitators (5 points)

A minimum threshold of 15 out of 20 points in generic functionality must be achieved to qualify for further evaluation.
In addition, a minimum of 6 out of 10 points must be obtained in the specific functionality criteria for consideration to be placed in the panel.

5. Payment Process

A comprehensive training report must be submitted within 7 working days after completion of each training programme.
Payment will only be processed upon submission and approval of the final training report. An invoice must be submitted with reports, close out report and attendance registers.

6. Pricing Schedule

Bidders will be required to provide a detailed pricing schedule covering the following components when requested to qoute:
Printing of workshop manuals (per participant per training stream).
Cost per participant for each training stream.
Facilitator travel (as per Department of Transport rates).
Administration costs (aligned with DPSA salary levels 9–12).
Accommodation (limited to 3 officials, at government rates, where applicable).

Annexure A: Deliverables Schedule

Detailed deliverables, outputs, duration, and participant allocations as per original TOR specifications.

Annexure A: Deliverables Schedule

Crime Prevention

Deliverable Description	Output	Participants
A descriptive overview of crime, the causes and the strategies that assist in crime prevention	Understanding of crime prevention and community safety	40 to 75
The role of community safety structures	Understanding of roles and responsibilities of community safety structures	40 to 75
Social crime prevention	Understanding of social crime prevention	40 to 75
Community safety structures dealing with public/community protests	Understanding of strategies for dealing with protests, mediation and project management	40 to 75

Self-Defence

Deliverable Description	Output	Participants
Teach participants to apply physical restraining techniques	Participants demonstrate self-defence skills	40 to 75
Participants must learn the use of tonfa and/or baton	Participants demonstrate self-defence skills	40 to 75

Teach participants to defend themselves against offenders	Participants demonstrate self-defence skills	40 to 75
Application of Verbal Judo and searching techniques	Participants demonstrate self-defence skills	40 to 75

First Aid

Deliverable Description	Output	Participants
Demonstrate understanding of emergency scene management	Recognition and management of emergencies per protocols	40 to 75
Show knowledge of Basic Body Parts and how they work	Recognition and management of emergencies per protocols	40 to 75
Assess an emergency situation	Recognition and management of emergencies per protocols	40 to 75
Apply First Aid to life-threatening situations	Rendering basic First Aid even with improvised resources	40 to 75
Treat common injuries	Rendering basic First Aid even with improvised resources	40 to 75

Disaster Risk Management

Deliverable Description	Output	Participants
Concept of Disaster Management and planning	Recognition and management of emergencies per protocols	40 to 75
Disaster Management Volunteer Framework & disaster response protocols	Recognition and management of emergencies per protocols	40 to 75
Community evacuations	Recognition and management of emergencies per protocols	40 to 75
Emergency household support interventions	Recognition and management of emergencies per protocols	40 to 75
Damage assessment and quantification	Recognition and management of emergencies per protocols	40 to 75

Evaluation criteria

Requirements	Points break down	Means of verification
Generic training functionality (20)		
Organogram (10)	Organogram which depicts capability for the service provider to facilitate 1 to 2 workshops = 5 points Organogram which depicts capability for the service provider to facilitate 3 and above workshops = 10 points This must be in line with minimum requirement	Detailed organogram clarifying the roles and responsibilities of all team members, and qualifications

	expected from the bidder	
Approach and methodology (10)	Methodology which covers a maximum of 2 phases = 5 points Methodology which covers all 3 phases = 10 points	Detailed project implementation plan for the targeted workshops/ training sessions with clear timelines.
Specific Functionality - Crime Prevention, Self Defence, First Aid, Disaster Risk Management Expertise (10)		
Number of projects or trainings implemented (5)	1-2 projects or trainings = 2 points 3-5 projects or trainings = 3 points More than 5 = 5 points	Reference on the client's letterhead, dated and signed Company profile
Number of qualifications of the director or facilitators (From NQF6-National Diploma) NB- Evidence of Qualifications must be provided for all four training categories	Number of qualifications: 1-2 = 2 points 3-4 = 3 points 5 and above = 5 points	Types of qualifications: Social Sciences/Criminology/Development Studies/Education/ Police Science/Law/ Criminal Justice. Doctor, nurse, paramedics, first aid Security, SAPS and Self-defence qualifications Disaster Management, Risk Management, Occupational Health and Safety

Service providers must score a minimum of 15 out 20 points for generic training functionality to be eligible to proceed to the next phase of being placed into the panel.

In the specific functionality (Crime Prevention, Self-Defence, First Aid & Disaster Risk Management Training), a service provider must score a minimum of 6 out of 10 points to qualify to be placed into the panel.

EVALUATION CRITERIA ON ELIGIBILITY

All bids received will be subject to the following evaluation criteria:

BID EVALUATION CRITERIA

1. PHASE 1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE

(a) The bid submitted must be complete in all respects.
(b) The following forms must be duly completed, signed and stamped (where applicable) and be submitted with the bid at the time of closing of the bid:

COMPULSORY BID FORMS	
PART A	INVITATION TO BID (SBD 1)
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
SECTION D	COMPULSORY BRIEFING SESSION
SECTION E	PRICING SCHEDULE (Applicable during quotation stages)
SECTION F	BIDDER'S DISCLOSURE (SBD 4)
SECTION H	PREFERENCE POINTS CLAIM FORM (SBD 6.1)
SECTION L	CONDITIONS OF BID
SECTION I	AUTHORITY TO SIGN THE BID
SECTION M	POPIA FORM

Failure to comply with the Supply Chain Administrative Compliance shall result in the offer being considered non-responsive and shall be rejected.

ANNEXURE A

SCHEDULE OF PROJECTS

DATE OR DATES	NATURE OF PROJECT	PROJECT PERIOD [NUMBER OF MONTHS OR YEARS	OFFICIAL PURCHASE ORDER NO	PROJECT VALUE	CLIENT ORGANIZATION CONTACT PERSON AND TELEPHONE DETAILS

4. PHASE 4: 80/20 PREFERENCE POINT SYSTEM

4.1 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.

4.2 The applicable preference point system for this tender is an 80/20 preference point system where 80 points will be allocated for price, and 20 points will be allocated for specific goals as follows:

	POINTS
PRICE	80
SPECIFIC GOALS: **Historically Disadvantaged Individuals (HDI)**	20
Total points for Price and Specific Goals	100

4.3 Specific goals may include the following:

i. Contract with persons, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender or disability,

Ii Implementing the programmes of the Reconstruction and Development Programme as published in government gazette No. 16805 dated 23 November 1994,

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

4.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

ANNEXURE A1-SCM PREFERENCE POINTS CLAIM FORM

SUPPLY CHAIN MANAGEMENT PREFERENTIAL PROCUREMENT POINTS CLAIM FORM – 80/20
Preference points claim form.

No	Preferential Goals	Allocation of points	Evidence documents Submitted Yes/No	SCM Officials Scoring based on evidence produced
1.	Will be determined at time of inviting quotations	20		

All Bids will be evaluated based on 80/20, where 80 is the price and 20 is preferential specific goals.

DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

....
Signature Date

....
Position Name of bidder

Evidence documents required to be submitted by the supplier to claim points.

1. Preference points allocated for **black women** may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding.

2. Preference points allocated for **persons with disabilities**. A letter from Registered Medical Practitioner should be produced that indicates proof of disability.

3. Preference points allocated for **promotion of black youth** may be claimed if there is sufficient evidence that such black youth has ownership of 51% or more of the enterprise shareholding.

4. Preference points allocated for promotion of **black people** may be claimed if there is sufficient evidence that such **black people** have ownership of 51% or more of the enterprise shareholding.

A bidder must complete and sign the SCM preference points claim form(Annexure A). Means of verification (BBBEE certificate /sworn affidavit / CIPC or other supporting documentation).

Definition of Black People: Has the meaning assigned to it in Section 1 of the Broad- Based Black Economic Empowerment Act: Black people means African, Indians & Coloured people.

SECTION M - SUPPLY CHAIN MANAGEMENT NOTICE

PROTECTION OF PERSONAL INFORMATION ACT, 2013

DECLARATION BY PROSPECTIVE SUPPLIERS / SERVICE PROVIDERS

The Department of Community Safety and Liaison (hereafter 'the department') and its employees collect and process the personal information of prospective suppliers or service providers for purposes of supply chain management, including, but not limited to, –

- *evaluating and adjudicating quotations or bids;*
- *communication with suppliers or service providers;*
- *drafting contracts such as Service Level Agreements;*
- *contract management;*
- *taking appropriate action in the event of any breach of contract;*
- *payment of invoices; and*
- *compiling reports.*

The personal information may also be disclosed or processed when –

- *the department has a duty or a right to disclose same in terms of any law; or*
- *it is necessary to protect the rights of the department.*

I declare that all the information provided (including any attachments) is complete and correct to the best of my knowledge. I understand that -

- *the supply of this information is mandatory in order to evaluate the quotation or bid in pursuance of the request for quotation or tender;*
- *failure to supply same would result in disqualification; and*
- *any false information may result in criminal prosecution and/or being reported to Treasury.*

The personal information collected may be shared with and processed by –

- *the BAS system and administrators of the system;*
- *the Provincial and National Treasury;*
- *the State Information Technology Agency;*
- *the Auditor-General*
- *Law enforcement agencies;*
- *the South African Revenue Services;*
- *Provincial Archives; or*

- *any other Organs of State for purposes of performing their public functions or their agents.*

I acknowledge that any personal information shall be retained for a period of .... years before being destroyed by the Provincial Archives. I accept that the processing of the personal information shall be in accordance with the Protection of Personal Information Act, 2013 and shall be for any one or more of the following purposes:

- *processing necessary for supply chain management;*
- *processing in pursuance of an obligation imposed by law on the Public Service;*
- *processing in order to protect a legitimate interest of mine / the company;*
- *processing necessary for the proper performance of a public law duty of the Public Service; or*
- *processing necessary for pursuing the legitimate interests of the Public Service or of a third party to whom the information is supplied.*

I hereby consent to the processing of personal information in accordance with the Protection of Personal Information Act, 2013 and I acknowledge that I have the right to –

- *access to and the right to rectify the information collected;*
- *the right to object to the processing of personal information to protect a legitimate interest or processing that is necessary for the proper performance of a public law duty by a public body, on reasonable grounds relating to my particular situation, unless legislation provides for such processing; and*
- *lodge a complaint to the Regulator (complaints.IR@justice.gov.za).*

_____ _____

SIGNATURE (DULY AUTHORISED) **DATE**

FULL NAMES: .....

COMPANY NAME: .....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalization- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas;

	(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended

Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013, □ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % =_____%
- Black Unemployed % =_____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % =_____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	

At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____/_____/_____

Stamp

_____ **Signature of Commissioner of Oaths**