KWAZULU-NATAL PROVINCE
OFFICE OF THE PREMIER
REPUBLIC OF SOUTH AFRICA

KWAZULU-NATAL OFFICE OF THE PREMIER

Private Bag X9037, PIETERMARITZBURG, 3200
Moses Mabhida Building, 300 Langalibalele Street, Pietermaritzburg, 3200
Tel: 087 121 9411
Website: www.kznonline.gov.za

INVITATION TO BID – BID KZNB 61P 2026/2027 ESTABLISHMENT OF A PANEL FOR PROVISION OF FORENSIC INVESTIGATION SERVICES TO THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Company Name	

The KwaZulu Natal Office of the Premier hereby invites suitably qualified and experienced service providers to submit bids for inclusion on a panel to provide forensic Investigation Services for a Period of 36 months. This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Preferential Procurement Regulations.

The evaluation criteria are divided into three (3) phases:

PHASE 1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE

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

COMPULSORY BID FORMS		
SECTIONS	**DESCRIPTION**	**ACTION BY THE BIDDER**
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF THE BID- **PART A** MANDATORY REQUIREMENT – **PART B**	READ AND INITIAL
SECTION B	INVITATION TO BID (SBD 1) – **PART A** TERMS AND CONDITIONS FOR BIDDING (SBD 1) – **PART B**	COMPLETE, SIGN AND INITIAL
SECTION C	PRICING SCHEDULE – FIRM PRICES SBD 3.1	NOT APPLICABLE AT PANEL STAGE
SECTION D	BIDDER'S DISCLOSURE AND DECLARATION **(SBD 4)**	COMPLETE, SIGN AND INITIAL
SECTION E	AUTHORITY TO SIGN THE BID	COMPLETE, SIGN AND INITIAL
SECTION F	ALLOCATION OF SPECIFIC GOALS/ PREFERENTIAL POINTS SYSTEM (**SBD 6.1**)	NOT APPLICABLE AT PANEL STAGE
SECTION G	DECLARATION THAT INFORMATION ON THE CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	COMPLETE, SIGN AND INITIAL

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

A bidder that scores less than 28 points (70%) on functionality evaluation based on the prescribed format will be regarded as non-responsive and shall be disqualified.

1. CONTACT PERSON FOR SCM AND TECHNICAL ENQUIRIES

SCM enquiries may be directed to:

Ms D.Z Msomi Tel. No. 087 121 9411 or via e-mail at dumisile.Msomi@kznpremier.gov.za
Mr V. Mgoza Tel No. 087 743 8839 or via e-mail at vusie.mgoza@kznpremier.gov.za

Technical enquiries may be directed to:

Ms. J Naidoo Tel. No. 076 055 6344 or via e-mail at jessantha.naidoo@kznpremier.gov.za

2. CLOSING OF BID:

The closing date and time for receipt of Tenders is **13 October 2026 at 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.

NB: Please note that the Department will not be held liable or responsible for bid documents sent through courier companies. It remains the bidder responsibility to ensure timeous delivery of the bid documents.

The Bid Box, located on the ground floor by the SAPS booth at the Moses Mabhida building

Attention: Ms. D.Z. Msomi
Supply Chain Management Unit
KZN Office of the Premier
300 Langalibalele Street
Pietermaritzburg
3201

KWAZULU-NATAL PROVINCE
OFFICE OF THE PREMIER
REPUBLIC OF SOUTH AFRICA

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SECTION A

PART 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 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 after the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. A clear indication thereof must be stated on the schedules attached.
17. Bidder must initial every page of the bid document.

PART B

MANDANTORY REQUIREMENTS

Bidders must submit explicit proof for evaluation or face disqualification:

- **Active Professional Membership**: Submit active professional certificates (e.g., CFE/ICFP).

KWAZULU-NATAL PROVINCE
OFFICE OF THE PREMIER
REPUBLIC OF SOUTH AFRICA

SECTION B

SBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL OFFICE OF THE PREMIER					
BID NUMBER:	**KZNB 61P 2026/27**	**CLOSING DATE:**	**13 OCTOBER 2026**	**CLOSING TIME:**	**11H00**
DESCRIPTION	**INVITATION TO BID – BID KZNB 61P 2026/2027 ESTABLISHMENT OF A PANEL FOR PROVISION OF FORENSIC INVESTIGATION SERVICES TO THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTHY SIX MONTHS (36).**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
GROUND FLOOR, MOSES MABHIDA BUILDING,					
300 LANGALIBALELE STREET (**Previously Known as** LONGMARKET STREET), PIETERMARITZBURG					
CORNER LANGALIBALELE STREET AND ARCHIBELL STREET, PIETERMARITZBURG					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Dumisile Msomi**	CONTACT PERSON	**Ms J Naidoo**
TELEPHONE NUMBER	**087 121 9411**	TELEPHONE NUMBER	076 055 6344
E-MAIL ADDRESS	**Dumisile.Msomi@kznpremier.gov.za** **vusie.mgoza@kznpremier.gov.za**	E-MAIL ADDRESS	jessantha.naidoo@kznpremier.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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 GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS - ONCE PANEL IS ESTABLISHED

2.1 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.

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

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

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

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

2.6 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."

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ……………………………

SECTION C

SBD 3.1

PRICING SCHEDULE

NOTE: PRICE AND SPECIFIC GOALS WILL BE DETERMINED AND APPLIED WHEN REQUEST FOR QUOTATIONS ARE INVITED FROM THE PANEL, CONSIDERING THE DEPARTMENT'S STRATEGIC OBJECTIVES AT THE TIME OF INVITATION AND THE DEPARTMENT'S SCM POLICY

SECTION D

SBD 4

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 panel? **YES/NO**

2.3.1 If so, furnish particulars:

…………………………………………………………………………………
…………………………………………………………………………………

3. DECLARATION

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

3.1 I have read and 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 panel.
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

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

SECTION E

AUTHORITY TO SIGN A BID

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

<table>
<tr><th rowspan="1">(I)

CLOSE CORPORATION</th><th>(II)

COMPANIES</th><th>(III)

SOLE PROPRIETOR</th><th>(IV)

PARTNERSHIP</th><th colspan="2">(VI)

JOINT VENTURE / CONSORTIUM</th></tr>
<tr><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2"></td><td>Incorporated</td><td></td></tr>
<tr><td>Unincorporated</td><td></td></tr>
</table>

I/We, the undersigned, being the Member(s) of 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.

<table>
<tr><th>NAME</th><th>ADDRESS</th><th>SIGNATURE</th><th>DATE</th></tr>
<tr><td rowspan="2"></td><td></td><td rowspan="2"></td><td rowspan="2"></td></tr>
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(if the space provided is not insufficient, 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

SBD 6.1

SECTION F

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

NOTE: PRICE AND SPECIFIC GOALS WILL BE DETERMINED AND APPLIED WHEN REQUEST FOR QUOTATIONS ARE INVITED FROM THE PANEL, CONSIDERING THE DEPARTMENT'S STRATEGIC OBJECTIVES AT THE TIME OF INVITATION AND THE DEPARTMENT'S SCM POLICY

SECTION G

PART A

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: ....

PART 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 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 favorable bid is accepted, or less favorable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request an 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 THE BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION H

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 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 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 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 labor, 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 ancillaries 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 conflict with these general conditions, the special conditions shall apply.

3) General

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

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

4) Standards

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

5) Use of contract documents and information; inspection.

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

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1, remains 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 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 supplier's 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 packaging of the goods as is required to prevent their damage or deterioration during transit to their 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' 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 fulfillment 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, except for 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 these 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 against 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 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 people 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 favorable 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 conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

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 fulfil their respective obligations under the contract unless they otherwise agree; and
(b) The purchaser shall pay the supplier any monies due to 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 of 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

31.3 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 I

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. ACCEPTANCE OF OFFER

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 KZN Office of the Premier Bid Evaluation and Adjudication Committee is under no obligation to accept the lowest or any bid.

2. PANEL PERIOD

The panel shall be in place for a period of thirty-six (36) months.

It must be noted that this bid seeks to appoint suitably qualified and experienced firms onto a panel of pre-approved service providers and not a contract.

The placement onto the panel does not give rise to any contractual obligations.

3. FALSE DECLARATION

All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.

Any false declaration or intentional omission of relevant facts shall lead to disqualification.

4. AWARD OF BIDS

The Department will issue a confirmation letter to service providers successfully appointed to the panel.
The issuance of a confirmation letter to an individual bidder is subject to a favourable security clearance outcome from the State Security Agency (SSA). The SSA verification process may include identity verification, criminal record checks, and the assessment of any security-related risks.
No confirmation letter will be issued to any service provider with a criminal record or pending criminal charges.

5. ORDERS

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

6. WARRANTS

The awarded entity warrants that it can deliver to the satisfaction of the department.

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.

7. PAYMENT AND INVOICING

Payment will only be processed upon receipt, verification of invoices and confirmation by the appropriately authorized officials of actual services rendered.

Payment will be made to the awarded entity only.

Invoices must clearly indicate the order number, invoice number and VAT number (where it is applicable).

Any variation to the quantities other than those stipulated in this bid document shall be approved by the department through the Supply Chain Management office.

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

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 an agreement to amend or vary is entered into in writing and signed by contracting parties subject to approval by the Accounting Officer.

9. CANCELLATION

The Department reserves the right to cancel the bid. Such cancellation shall be published in the print media and/or Departmental Website.

10. TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

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

11. CENTRAL SUPPLIERS DATABASE (CSD)

A bidder submitting an offer must be registered on the Central Suppliers Database (CSD).
A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.

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

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 always up to date.
Failure to comply with any of the above will result in the bidder being disqualified.

12. COMPLETENESS OF THE BID DOCUMENT

The bid will only be considered if it is correctly completed in all respects and accompanied by all relevant and other necessary and applicable documents, i.e., signatures should be applied where required and documents called for should be submitted. (This section must be read together with Clause 4 of Section A: Special Instructions)

13. SUBMISSION OF BIDS

Bids are to be submitted to the offices of **the Department, Ground floor, by SAPS booth, corner 300 Langalibalele Street and Archibell Street, Pietermaritzburg, on or before 13 October 2026 at 11:00 am.** All bids are to be deposited in the bid box situated at the SAPS guard house.

14. LATE OFFERS

Bids received at the designated address after the specified closing date and time will be classified as late submissions and will not be accepted.

A late bid shall not be considered.

15. VALIDITY PERIOD AND EXTENSION THEREOF

The validity (binding) period for the bid must be 180 days from close of tender. However, circumstances may arise whereby the 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.

16. EXPENSES INCURRED IN PREPARATION OF BIDS

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

17. NOTIFICATION OF AWARD OF BID

The Department will formally notify unsuccessful bidders in writing. Any appeal against the award decision must be submitted in writing within five (5) working days from the date of notification and prior to the publication of the award on the e-Tender Portal.

The award of a bid shall be communicated in writing to the successful bidder(s) by a duly authorised official of the Department. The award information will be published on the e-Tender Portal only after the appeals process has been concluded and the recommended bidder has formally accepted the offer, in accordance with paragraph 3.3(c) of PFMA SCM Instruction No. 09 of 2022/2023.

18. CONTRACT AND SERVICE LEVEL AGREEMENT

The department will enter into a Contract/service level agreement with service providers when order is issued.

19. MARKET ANALYSIS AND NEGOTIATION FOR PRICE REASONABLENESS

Not applicable at this stage.

20. PRICE AND PREFERENCE

The specific goals will be determined at the time of invitation of the quotations as per the strategic objectives of the department.

The provisions of the Preferential Procurement Policy Framework Act, 2000, will be complied with.

21. REPORTING REQUIREMENTS

The service provider will report to Forensic investigation Unit.

22. QUERIES FROM THE BIDDERS

Any correspondence regarding this bid which the bidder wishes to raise must be emailed to the following officials, no query received after the closing date will be entertained.

SCM enquiries may be directed to:

Ms. D. Z. Msomi: Tel No. 087 121 9411 or via e-mail at Dumisile.Msomi@kznpremier.gov.za
Mr V. Mgoza: Tel No. 087 743 8839 or via e-mail at vusie.mgoza@kznpremier.gov.za

Technical enquiries may be directed to:

Ms J Naidoo: Tel No.076 055 6344 or via email at jessantha.naidoo@kznpremier.gov.za

23. 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:

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

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.

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.

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.

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.

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

SECTION J

TERMS OF REFERENCE

INVITATION TO BID – BID KZNB 61P 2026/2027 ESTABLISHMENT OF A PANEL FOR PROVISION OF FORENSIC INVESTIGATION SERVICES TO THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTHY SIX MONTHS (36).

1. INTRODUCTION

1.1 The KwaZulu Natal Office of the Premier hereby invites suitably qualified and experienced service providers to submit bids for inclusion on a panel to provide forensic Investigation Services for a Period of 36 months.

2. BACKGROUND

2.1 The Honorable Premier signed the Premier's Minute No. 2 of 2020 issued in terms of section 140(2) of the Constitution which re-assigned the powers and functions to Members of the Executive Council as contemplated in section 132(2) of the Constitution, for the Forensic Investigation Services to be reassigned within the KZN OTP.

2.2 The Forensic Investigation Services (FIS) Chief Directorate is currently housed within the Office of the Director General.

OBJECTIVES

2.1 To conduct forensic investigations on behalf of the FIS Chief Directorate of the KZN OTP.

2.2 To finalize and issue legally sound forensic reports with confirmed findings, practical conclusions, and implementable recommendations.

2.3 Assist in the implementation of recommendations, where necessary.

2.4 To provide best practices and training workshops on investigations conducted; to share skills acquired.

2.5 The KZN OTP seeks to create a panel of FISP to provide forensic investigation services in instances where it is necessary to appoint Investigators that are independent from the Provincial Departments, Municipalities and Public Entities for the 2026/2027, 2027/2028 and 2028/2029 financial periods. This bid does not create an obligation that will guarantee that work will be assigned to any FISP.

2.6 This engagement model will ensure the following:

2.6.1 The FISPs are not incentivised to unnecessarily prolong investigations.

2.6.2 There are enough FISPs available to be engaged in the instance where a given FISP is conflicted, due to other engagements within the Provincial Departments, Municipalities and Public Entities; and

2.6.3 The FISPs remain protected and independent in the process with limited risk of interference.

2.7 The type of investigations that the FISP would be required to conduct would refer to investigations that require evidence to be collected for the purposes of conducting disciplinary procedures, criminal procedures and civil procedures as guided by the applicable legislation.

2.8 Responding to this bid may lead to a closed bidding process for individual assignments. The short-listing of prospective bidders will only be limited to those who respond to this bid. KZN OTP, specifically the SCM Unit, is responsible for managing the procurement process of this Bid and will continue to monitor and provide a supportive role in the process afterwards.

3. SCOPE, EXTENT AND DELIVERABLES REQUIRED ON THE TENDER

3.1 In the tender document, the FISP is required to detail a methodology/approach that will be adopted on conducting investigations in terms of industry best practices and compliance with all legal requirements which should include the following:

a) A Project Plan that comprises of a work schedule, milestones, resources used and associated timelines;
b) The Interim Report with updated schedules, including milestones and associated deadlines for milestones, findings and recommendations;
c) Presentation of the draft report to the FIS Chief Directorate as well as conducting amendments that may be required after reviews by the FIS Chief Directorate.
d) Depose to affidavits when requested to do so by the client Department/ Municipalities /Public Entities;
e) The Final Report, a detailed report including supporting documentation (exhibits and annexures), the findings and possible recommendations to the Project Sponsor (the Director-General of the KZN Provincial Government), must be submitted within an agreed upon time frame of having received comments on the preliminary reports and any further investigations required. In addition, this report may also contain any process improvements recommended to avoid the risk of fraud and corruption of a similar nature;

f) The Final Report must be accompanied by a Certificate of Sign-Off and must be approved and signed off by a partner that is registered with relevant registered body affiliated in the field of forensic investigations;

g) Compile evidence files including exhibits and make these available for the KZN OTP upon finalization of the Final Report;

h) Presentation of draft and final reports to the KZN OTP and the relevant organ of state (client);

i) Assist in the development of charge sheets when requested; and

j) Present evidence in disciplinary hearings and/or courts, if so required.

4. ALLOCATION OF WORK TO AN FORENSIC INVESTIGATION SERVICE PROVIDERS) FISP)

5.1 Detailed TORs will be developed for each specific assignment by the Forensic Investigation Services Chief Directorate.

5.2 Thereafter a briefing session will be held between the FISP and the FIS Chief Directorate.

5.3 An Investigation Planning Memorandum will thereafter be submitted by the FISP to the FIS Chief Directorate.

5.4 For every engagement, the FISP will be required to sign a Service Level Agreement (SLA) with KZN OTP setting out the contractual obligations of both parties.

5.5 The security level of investigations will be set per investigation, and if need be additional security clearance requirements for very sensitive cases may be required.

5.6 It must be noted in terms of the Supply Chain Management: A Guide for Accounting Officers/Authorities (2005) (paragraph 5.11), read with National Treasury Practice Note SCM 3 of 2003 (paragraph 11), provides that once a panel has been established through a competitive bidding process, only the successful service providers may be approached by obtaining quotations on a rotational basis when services are required, with the exception that the requirement is not advertised again.

5.7 Approved service providers will be categorized as per the table below, and assignments will be issued on rotational basis applying Price and preference points:

	Category A – investigations under R500 000.00	**Category B – Investigations between R500 000.00 to R1 000 000.00**	**Category C – Investigations over R1 000 000.00**
TEAM EXPERIENCE	All investigators assigned to the project must have 2 years forensic experience	All investigators assigned to the project must have 2 to 5 years forensic experience	All investigators assigned to the project must have more than 5 years' experience
	The company must have successfully completed at least three (3) forensic investigations in the last 2 years	The company must have successfully completed at least four (4) forensic investigations in the last 2 years	The company must have successfully completed at least five (5) forensic investigations in the last 2 years
	N/A	Must have testified at a disciplinary hearing and/or criminal proceedings	Must have testified at a disciplinary hearing and/or criminal proceedings
	N/A	Expert Witness testimony, data analytics, computer imaging and/or handwriting experts	Expert Witness testimony, data analytics, computer imaging and/or handwriting experts
	Understanding of application legislation and prescripts.	Understanding of application legislation and prescripts.	Understanding of application legislation and prescripts.
	At least 2 years' experience with Provincial and/or National Government, Provincial entities and/or local government	Between 2 to 5 years' experience with Provincial and/or National Government, Provincial entities and/or local government	More than 5 years' experience with Provincial and/or National Government, Provincial entities and/or local government
TEAM QUALIFICATIONS	Accounting, Internal Auditing legal and/or IT	Accounting, Internal Auditing legal and/or IT	Accounting, Internal Auditing legal and/or IT
	Partner signing off on the report must be registered with the ACFE and/or ICFP	Partner signing off on the report must be registered with the ACFE and/or ICFP	Partner signing off on the report must be registered with the ACFE and/or ICFP

6. FURTHER ENGAGEMENTS

7.1 The FISP may also further engaged to support the organ of state in terms of any disciplinary or legal proceedings following complete investigations, subject to such engagements being agreed upon in terms of resources and hours, over and above the terms of the original appointment. These appointments will however be done separately as and when necessary and will be considered as a continuation of the initial scope of work. However, a separate order will be issued for such work.

8. NON-DISCLOSURE AGREEMENTS

8.1 The FISPs will be expected to sign non-disclosure agreements with the KZN OTP. No information regarding the KZN OTP, projects undertaken, evidence obtained, and general scope of the contracts should be used, discussed or shared with any party without the written consent of the KZN OTP.

8.2 The FISP should always maintain confidentiality.

8.3 The FISP should always act in a professional and ethical manner. The FISP's should manage and ensure that they maintain their independence in fact and in appearance. Any breach to the professional standard shall be reported to the relevant professional body in addition to any other action taken by the KZN OTP regarding the breach.

9. THE RESPONSIBILITIES OF THE KZN OFFICE OF THE PREMIER UPON THE APPOINTMENT OF THE FORENSIC INVESTIGATION SERVICE PROVIDER INTO THE PANEL

9.1 The KZN OTP must:

a) Pay the FISP in accordance with the agreed upon rates as listed in the contract.

b) As and when required under the contract, provide the FISP with sufficient documents, necessary information, resources and assistance (including access to records, systems, premises and people) to enable the FISP to carry out its duties and services.

c) Give or cause to be given to the FISP, timely directions, decisions and information sufficient to facilitate the conduct of the duties and services by the FISP.

d) KZN OTP shall duly comply with its delegations under this contract.

10. COMMUNICATION AND REPORTING

10.1 The successful bidder(s) will report to the FIS Chief Directorate and/or the delegated representatives in relation to various assignments, according to the agreed terms as documented on the SLA or contracts between the FISP and KZN OTP.

10.2 Projects will be initiated by means of written instructions to the successful bidders, backed by verbal briefings, where necessary.

11. TIME FRAMES

12.1 The successful bidder will be issued with a letter confirming placement onto a panel that will remain valid for a period of three (3) years.

12. FEES

13.1 Forensic activities are generally based on hourly rates, and a detailed budget can only be drafted once the appointed service provider has been able to assess the likely extent of each project/assignment.

13.2 KZN OTP will adopt a fair and reasonable remuneration framework for FISPs, considering:

a) The "Guide on Fees for Audits done on behalf of the Auditor-General of South Africa (AGSA)" as issued by the South African Institute of Chartered Accounts (SAICA); and/or
b) Remuneration guidelines issued by professional service organizations or regulatory bodies, as may be relevant.

After having considered the AGSA rate stated below, the KZN OTP will comply with cost containment measures issued by National Treasury, and the rate that is offered is listed below. The rates are derived from the AGSA, less 20%. Any other discount offered by the FISPs will be accepted.

Item (where applicable)	Hourly Rate AGSA	KZN OTP rates
Director /Partner - 10 years and more	R3 596	R2 876.80
Senior Manager (Team Leader) > 8 years	R3 149	R2 519.20
Manager (Investigations) 7 – 8 years	R2 020	R1 616.00
Assistant Manager 5 – 6 years	R1 371	R1 096.80
Senior Forensic Investigator 4 years	R1 073	R858.40
Junior Forensic Investigator 1 – 3 years	R653	R522.40
Support Staff	R298	R238.40
Specialist: Forensic Polygraph examiners Handwriting specialists Forensic computer analysts	R3 149	R2 519,20
Other Specialists: Engineers, Quantity Surveyors, water experts and ICT Specialists	R3 149	R2 519.20

c) The FISPs fees will be based on the time required by the appropriate level of staff to complete the engagement. Out-of-pocket disbursements (including travel, accommodation and telephones) and VAT will be inclusive of the FISPs fees subject to the provisions of the contract.

d) The hourly rates will be reviewed by the KZN OTP every three (3) years.
e) The FISPs must submit their claims in line with their SLA with KZN OTP.
f) The KZN OTP will pay FISPs claims in line with the signed SLA.

14. REQUIREMENTS OF THE FISP TO QUALIFY FOR THE APPOINTMENT INTO THE PANEL

14.1 EVALUATION GUIDE

The selection of the FISPs to be placed on the panel will be subjected to the following criteria:

14.1.1 Company Experience

The following must be submitted:

a) A company profile should be submitted indicating company management, history, structure & operations, previous and current clients and relevant services offered. Other details include office allocation, contact details, website, etc. The Companies and Intellectual Property Commission (CIPC) document should also be submitted showing company registration details and any changes thereof.
b) Proof of forensic investigation experience in the public sector can include Reference Letters or Appointment Letters. Services being procured by the government institution (client) must be clearly stated for the bidder to claim points.

NB: If information on Reference Letters or Appointment Letters is not clear or enough, it can be supported by extracts of relevant financial records.

14.1.2 Key Personnel

Key personnel are evaluated on the following:

a) Practical experience on forensic investigations.
b) Qualifications, which may include degree/diploma in forensic investigations, commerce and/or law.
c) Professional accreditation, as indicated in the evaluation criteria.
d) Professional accreditation certificate with recognized Forensic Investigations professional bodies must be accompanied by proof of active membership for the Director or Partner and Team Leader who will be responsible for the KZN OTP assignments.

NB: Any changes to the key personnel must be reported and agreed upon, in writing, with KZN OTP.

15. COMPETENCY/EXPERTISE REQUIRED

15.1 Knowledge and expertise in the application of the best practice forensic methodologies suitable for the public sector institutions, and preferably the KZN OTP FIS Chief Directorate's Methodology.
15.2 A clear understanding of the dynamics of the KZN Provincial Departments, Municipalities, and Public Entities.
15.3 Knowledge and experience in the workings of the Government systems which include Basic Accounting System (BAS), Personnel Salary System (PERSAL), COGNOS, etc.
15.4 Knowledge and experience in the workings of data analytics tools used in forensic investigations.
15.5 Thorough knowledge of the Public Finance Management Act 1 of 1999 (PFMA), Municipal Finance Management Act 56 of 2003 (MFMA), associated regulations, practice notes, instruction notes and MFMA circulars, the Constitution, and other relevant public sector practices.
15.6 Ability to transfer skills and expertise to the Chief FIS Directorate.
15.7 Service providers should provide only personnel with the required competency and skills necessary to complete the task assigned.
15.8 Experience and expertise to undertake multi-faceted forensic investigations.
15.9 Practical knowledge and technical skills on PFMA, MFMA, the Constitution, and other relevant public sector practices.
15.10 Report writing skills.
15.11 Project Management skills.

16. EXPERT WITNESSES

16.1 The FISPs must have experience and be able to provide expert forensic witness testimony in court and/or any legal tribunals or enquiries.
16.2 Reference Letter(s) from client(s) indicating the matters the company (not individuals) has testified on. The points are allocated per matter, not per client.

NB: Minimum of three (3) matters is required; different matters from one (1) client can be indicated in one (1) Reference Letter.

17. APPROACH AND METHODOLOGY

17.1 The bidder must detail the methodology /approach that will be adopted in rendering the scope of work, including, but not limited to:
a) The scope of work,
b) Phases of investigation,
c) Investigation plan, with key processes, and
d) Resources and how they will be allocated.

17.2 **Allocation of points:**

17.2.1 The bidder is expected to display practical understanding of the investigation while considering the assignment required by KZN OTP.
17.2.2 Points to be allocated as per the table below.

SECTION K

18. EVALUATION CRITERIA

The evaluation criteria used for the allocation of assignments to the FISPs is detailed in the table below:

No	Criteria	Sub-criteria	Proof to be submitted	Points allocation	Total Points	Assessment
1	FISPs Company Experience	1.1. Company years in operation (forensic investigation services)	Company profile with all company details CIPC registration document.	**Minimum of 3 years in forensic investigation services** 3 years or less = 3 5 years or less = 4 Over 5 years = 10	10	
		1.2. Forensic investigation experience in public sector Experience in forensic investigations (any sphere of government)	Reference /appointment letters (previous /current)	Minimum of **3** letters in the past **3 years**. **5** points for each letter. Max = 15	15	

No	Criteria	Sub-criteria	Proof to be submitted	Points allocation	Total Points	Assessment
2	Key Personnel	2.1. Director / Partner	CV & Qualifications Professional Accreditation *[CFE / ICFP / Equivalent (CA, CIA, Admitted Attorney, etc)]*	**<u>Investigation experience</u>** 20 years and more = 5 15 to 20 years = 4 10 to 15 years = 3 **<u>Qualifications:</u>** ***Minimum – NQF 7*** NQF 8 or more = 5 NQF 7 = 4 <u>Professional Accreditation:</u> CFE /ICFP or equivalent (SAICA, CIA, Admitted Attorney) = 5	15	
		2.2. Senior Team Members (Senior Manager and Manager)	CV & Qualifications Professional Accreditation	**<u>Investigation experience:</u>** **(minimum of 8 years):** 15 years and more = 10 10 to 15 years = 8 8 to 10 years= 5 **<u>Qualification:</u>** ***Minimum = NQF 7*** *(forensic investigation, commerce and/or law)* NQF 8 or more = 10 NQF 7 = 5 <u>Professional accreditation:</u> CFE /ICFP or equivalent *(SAICA, CIA, Admitted Attorney)* = 10	30	

No	Criteria	Sub-criteria	Proof to be submitted	Points allocation	Total Points	Assessment
3	Expert witness	Testifying in disciplinary and/or criminal matters	Reference letters from previous / current clients	**Minimum of 3 matters:** 5 matters or more = 10 3 to 5 matters = 5 Less than 3 matters = 0	10	
4	Methodology and approach	Understanding of investigation phases and investigation processes, while addressing all categories of services required	Proposal with detailed methodology and approach to forensic investigations	Excellent = 20 Good = 10 Poor = 0	20	
	TOTAL				**100**	

Note: Information provided and supported for the above will further be used to classify bidders on categories of investigation assignments that they can conduct and will influence the allocation of assignments. A bidder that scores less than 28 points (70%) on functionality evaluation based on the prescribed

ANNEXURE A

BIDDERS MUST COMPLETE THE FOLLOWING TABLE INDICATING THEIR TRACK RECORDS AND REFERENCES

NO.	COMPANY CLIENT NAME	DESCRIPTION (NATURE) OF PROJECT(S)	START DATE (yyyy/mm/dd)	END DATE (my/mm/dd)	CONTACTABLE REFERENCE(S)		
					NAME OF CONTACT PERSON(S)	WORK EMAIL ADDRESS(ES)	WORK TELEPHONE AND CELLPHONE NUMBER(S)
1.							
2.							
3.							
4.							
5.							
6.							

Initial:__________

ANNEXURE 1: REFERENCE LETTER ONE

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:	
PREVIOUS CLIENT/EMPLOYER NAME:	
TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/PROJECT:	
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:	
VALUE OF WORK COMPLETED:	
DURATION AND DATE COMPLETED:	
START DATE:	**END DATE:**
……… / ……………………….......... / ……………	……… / ……………………………… / ……………
Day / *Month* / *Year*	*Day* / *Month* / *Year*
INVITATION TO BID – BID KZNB 61P 2026/2027 ESTABLISHMENT OF A PANEL FOR PROVISION OF FORENSIC INVESTIGATION SERVICES TO THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTHY SIX MONTHS (36). AS A CLIENT YOU KINDLY REQUESTED TO CONFIRM THE LEVEL OF SERVICES RECEIVED FROM THE COMPANY AS PER THE REQUIRED QUESTIONNAIRE BELOW:	
Were the services rendered as per the terms of reference or specification.	Select applicable rating o Excellent o Good o Satisfactory o Poor

Full Name of Authorized Signatory…………………………………………………………………………..

Contact Number ……………………………..

Email address ……………………………………………….

Signature …………………………………. Date ……………………………………………

CLIENT(EMPLOYER) STAMP HERE

Incomplete, unsigned or unstamped form will not be accepted. The KwaZulu – Natal Office of the Premier reserves the right to contact any Client Company listed as a reference.

Initial:__________

KWAZULU-NATAL PROVINCE
OFFICE OF THE PREMIER
REPUBLIC OF SOUTH AFRICA

ANNEXURE 2: REFERENCE LETTER TWO

CONFIRMATION OF REFERENCES

<table>
<tr><td>NAME OF BIDDING COMPANY:</td><td></td></tr>
<tr><td>PREVIOUS CLIENT/EMPLOYER NAME:</td><td></td></tr>
<tr><td>TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/PROJECT:</td><td></td></tr>
<tr><td>DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:</td><td></td></tr>
<tr><td>VALUE OF WORK COMPLETED:</td><td></td></tr>
<tr><td>DURATION AND DATE COMPLETED:</td><td></td></tr>
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<tr><td colspan="2">INVITATION TO BID – BID KZNB 61P 2026/2027 ESTABLISHMENT OF A PANEL FOR PROVISION OF FORENSIC INVESTIGATION SERVICES TO THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTHY SIX MONTHS (36). AS A CLIENT YOU KINDLY REQUESTED TO CONFIRM THE LEVEL OF SERVICES RECEIVED FROM THE COMPANY AS PER THE REQUIRED QUESTIONNAIRE BELOW:</td></tr>
<tr><td>Were the services rendered as per the terms of reference or specification.</td><td>Select applicable rating
○ Excellent
○ Good
○ Satisfactory
○ Poor</td></tr>
</table>

Full Name of Authorized

Signatory…………………………………………………………………………..

Contact Number ……………………………..

Email address ……………………………………………….

Signature …………………………………. Date ……………………………………………

CLIENT(EMPLOYER) STAMP HERE

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Initial:__________