

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DQP 12/2026LG	CLOSING DATE:	15 MAY 2026	CLOSING TIME:	11AM
DESCRIPTION	APPOINTMENT OF AN INSTITUTION OF HIGHER LEARNING (UNIVERSITY) TO PROVIDE PROFESSIONAL SECRETARIAT, RAPPORTEUR, REPORT-WRITING, POST-SESSION IMPLEMENTATION SUPPORT AND SKILLS TRANSFER SERVICES FOR THE KZN PROVINCIAL HOUSE OF TRADITIONAL AND KHOI-SAN LEADERS (PHTKL) STRATEGIC PLANNING SESSION, 21 – 23 MAY 2026				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Room 8, 13 th Floor, Natalia Building, 330 Langalibalele Street, Pietermaritzburg					
eMail: Lindiwe.madlala@kzncogta.gov.za / Bonisiwe.mabaso@kzncogta.gov.za					
CC: Helene.ruiters@kzncogta.gov.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Helene Ruiters		CONTACT PERSON	Mrs P Mtshali	
TELEPHONE NUMBER	033 260 8195		TELEPHONE NUMBER	0713542181	
E-MAIL ADDRESS	Helene.ruiters@kzncogta.gov.za		E-MAIL ADDRESS	Princess.mtshali@kzncogta.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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

**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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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:

.....
.....

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.

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

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 M AUTHORITY TO SIGN A BID

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

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

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

.....

hereby 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.

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

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

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

1. GENERAL CONDITIONS

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS – KZN based	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	State Evidence / Proof provided to substantiate any claim in regard to preferences/ specified goal/s (Copy to be provided) (To be completed by the tenderer)
Institution Based in Kwazulu-Natal	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax compliance system pin;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference Points claim form in terms of the Preferential Procurement Regulations 2022;
 - Bidder's Disclosure;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

**PRICING SCHEDULE – FIRM PRICES
(SERVICES)**

N.B.: This form must be completed in detail, signed by the Bidder and bear the signature of a witness. Failure to comply with these requirements may result in the bid being disregarded.

CLOSING DATE AND TIME: 15 May 2026 @ 11H00 VALIDITY PERIOD: 90 DAYS

QUOTE NO: DQP 12/2026LG		PERIOD : 180 DAYS	
Description: APPOINTMENT OF AN INSTITUTION OF HIGHER LEARNING (UNIVERSITY) TO PROVIDE PROFESSIONAL SECRETARIAT, RAPPOREUR, REPORT-WRITING, POST-SESSION IMPLEMENTATION SUPPORT AND SKILLS TRANSFER SERVICES FOR THE KZN PROVINCIAL HOUSE OF TRADITIONAL AND KHOI-SAN LEADERS (PHTKL) STRATEGIC PLANNING SESSION, 21 – 23 MAY 2026	NAME AND ADDRESS OF BIDDER(FIRM) TEL:..... FAX:.....		
	NB.: Provide costing breakdown		
DOES OFFER COMPLY WITH THE SPECIFICATION? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES / NO <i>(Delete which is not applicable)</i>		
TOTAL BID PRICE (Inclusive of VAT)	R		
BID PRICE IN WORDS			
REMARKS (If any): align="center">(Signature of Bidder) DATE: align="center">(Signature of Witness) DATE:.....		

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

****all applicable taxes** includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

ANNEXURE B

TERMS OF REFERENCE

APPOINTMENT OF AN INSTITUTION OF HIGHER LEARNING (UNIVERSITY) TO PROVIDE PROFESSIONAL SECRETARIAT, RAPPORTEUR, REPORT-WRITING, POST-SESSION IMPLEMENTATION SUPPORT AND SKILLS TRANSFER SERVICES FOR THE KZN PROVINCIAL HOUSE OF TRADITIONAL AND KHOI-SAN LEADERS (PHTKL) STRATEGIC PLANNING SESSION, 21 – 23 MAY 2026

DEPARTMENT:	KwaZulu-Natal Department of Cooperative Governance and Traditional Affairs (COG&TA)
DIRECTORATE:	Provincial House Support, Traditional Affairs Branch
PROJECT TITLE:	Professional Secretariat and Implementation Support Services for the PHTKL 2027 Strategic Planning Session
REFERENCE NO.:	COGTA/PHTKL/SPS/2026/01
DATE:	23 April 2026

1. INTRODUCTION AND CONTEXT

1.1 The KwaZulu-Natal Department of Cooperative Governance and Traditional Affairs (hereinafter referred to as "the Department"), through the Directorate: Provincial House Support, invites a qualifying South African public institution of higher learning (University) to submit a proposal for the provision of professional secretariat, rapporteur, report-writing, post-session implementation support and skills transfer services for the Strategic Planning Session of the Provincial House of Traditional and Khoi-San Leaders (PHTKL), to be convened from 21 – 23 May 2026 at Cathedral Peak Hotel, Drakensberg.

1.2 The Provincial House of Traditional and Khoi-San Leaders is established in terms of the Traditional and Khoi-San Leadership Act, 2019 (Act No. 3 of 2019), and is the institutional voice of Amakhosi in the Province of KwaZulu-Natal. The Strategic Planning Session will review the operationalisation of the 2022–2027 Strategic Plan, develop the 2026/27 operational Programme of Action and generate the evidentiary foundation for the PHTKL Turnaround Strategy.

1.3 The Department has taken a deliberate decision to engage a University as the preferred service provider in order to harness academic rigour, sustain post-session support to the institution of traditional leadership, and institutionalise critical skills within the Traditional Affairs Branch officials charged with supporting the Portfolio Committees of the PHTKL.

2. PURPOSE OF THE TERMS OF REFERENCE

2.1 These Terms of Reference (ToR) set out the scope of work, deliverables, qualifying criteria, evaluation methodology, contractual expectations and administrative requirements applicable to the appointment of a University to render the services described herein.

2.2 The ToR shall form part of the contractual instrument (Memorandum of Agreement) to be concluded between the Department and the successful institution of higher learning.

3. STRATEGIC OBJECTIVES OF THE APPOINTMENT

The appointment is underpinned by the following strategic objectives:

- To secure academically rigorous, independent and credible documentation of the deliberations, resolutions and strategic inputs of the Strategic Planning Session;
- To produce a Comprehensive Strategic Planning Session Report that will serve as the evidentiary foundation of the PHTKL Turnaround Strategy;
- To ensure continued, hands-on technical and advisory support to the institution of traditional leadership beyond the close of the Strategic Planning Session;
- To institutionalise core secretariat, rapporteur, research, report-writing and policy-analysis skills within the Traditional Affairs Branch officials who support the PHTKL Portfolio Committees;
- To reduce long-term dependence on external service providers by embedding the required skills internally; and
- To create a foundation for a sustained academic–government partnership in the sphere of traditional leadership, customary governance and rural development.

4. SCOPE OF WORK

4.1 Pre-Session Services

- Review of the 2022–2027 PHTKL Strategic Plan, prior session reports, Portfolio Committee reports and background documentation provided by the Department;
- Consultation with the Directorate: Provincial House Support on the final programme structure, commission themes, expected outputs and reporting templates;
- Development of a rapporteur handbook, standardised commission report template, resolution-tracking template and data-management protocol;
- Briefing and orientation session with the Department and PHTKL leadership at least five (5) working days before the session;
- Deployment of a project inception report setting out the methodology, project plan, team composition, risk register and quality assurance framework.

4.2 On-Site Secretariat and Rapporteur Services (21 – 23 May 2026)

- Deployment of a multi-disciplinary team comprising a Lead Rapporteur (senior academic), ten (10) Commission Rapporteurs (academics, post-doctoral fellows or senior postgraduate researchers), a plenary rapporteur, a quality-assurance editor and an AV/transcription officer;
- Real-time verbatim and thematic capture of all plenary proceedings, keynote addresses, departmental and partner presentations (Mineral Resources, NSG, ADA, Standard Bank, COGTA, LHTKL Chairpersons);
- Simultaneous capture of deliberations in each of the ten (10) concurrent breakaway commissions, namely: (i) Social Development, Health and Education; (ii) Gender, Youth and Persons with Disabilities; (iii) Heritage, Arts, Culture and Customs; (iv) Land Reform and Land Use Planning; (v) Agriculture and Rural Development; (vi) Justice, Crime Prevention and Security; (vii) Governance and Institutional Development; (viii) Local Economic Development and Tourism; (ix) Water and Sanitation; (x) Climate Change, Environment and Disaster Management;
- Daily end-of-day consolidation meeting with the Secretary of the PHTKL and the Directorate to review captured content and confirm accuracy;
- Drafting of the Summary of Resolutions to be presented on Day 3 (Saturday, 23 May 2026) by the Deputy Chairperson;
- Audio and, where appropriate, video recording of all plenary proceedings, subject to protocol approval and consent from speakers;
- Secure data-handling, encryption and custody of all recordings, transcripts and working notes.

4.3 Post-Session Reporting Services

- Production of a Draft Comprehensive Strategic Planning Session Report within ten (10) working days of the close of the session;
- Production of a Final Comprehensive Report within twenty-one (21) working days of the close of the session, incorporating Departmental and PHTKL comments;

Development of a Draft Turnaround Strategy Framework for the PHTKL, informed by the deliberations and resolutions of the session, within thirty (30) working days of the close of the session;

Development of a detailed Resolution Implementation Matrix with assigned responsibilities, timeframes, performance indicators and monitoring arrangements;

Professional design, layout, editing, proofreading and publication-ready formatting of all final strategic documents;

Delivery of all final documents in editable (MS Word) and print-ready (PDF) formats, together with all source data, transcripts and working papers.

4.4 Post-Session Hands-On Implementation Support

For a period of no less than twelve (12) months following the close of the Strategic Planning Session, the University shall provide the following continuing support to the institution of traditional leadership:

Technical advisory support to the PHTKL leadership, the Secretary and the Portfolio Committees on the operationalisation of the session resolutions;

Quarterly implementation-monitoring reviews, jointly with the Directorate: Provincial House Support, to track progress against the Resolution Implementation Matrix;

Drafting of quarterly implementation progress reports for submission to the MEC, the Deputy Director-General and the PHTKL;

Facilitation of two (2) mid-cycle review workshops (at approximately 6 and 12 months post-session) to reflect on implementation progress and recommend course-corrections;

Ad-hoc research briefs, position papers and policy inputs on matters arising from the resolutions;

Technical input into the finalisation of the PHTKL Turnaround Strategy and its submission to the relevant governance structures.

4.5 Skills Transfer and Capacity-Building Programme

The University shall design and deliver a structured, measurable skills-transfer and capacity-building programme targeted at Traditional Affairs Branch officials who support the Portfolio Committees of the PHTKL. The programme shall include:

A Training Needs Assessment (TNA) of identified officials, conducted within thirty (30) days of contract signature;

Development of a formal Skills Transfer Plan, with baseline competencies, targeted competencies, training modules, delivery schedule and measurable outcomes;

Delivery of accredited or endorsed short-learning modules covering, at minimum: (i) Professional secretariat and minute-taking; (ii) Rapporteurship and thematic analysis; (iii) Research methodology and evidence gathering; (iv) Strategic report-writing and policy drafting; (v) Resolution tracking, monitoring and evaluation; (vi) Traditional governance and customary law frameworks; (vii) Strategic planning and performance management in the public sector;

On-the-job coaching and mentorship by assigned University faculty during the 12-month post-session support period;

Shadowing opportunities during Portfolio Committee meetings, where officials work alongside University experts on live documentation and reporting tasks;

Assessment and certification of officials who successfully complete the programme, where the University is accredited to do so;

Submission of a Skills Transfer Close-Out Report at the end of the engagement, demonstrating measurable competency gains and reduction in dependency on external providers.

5. KEY DELIVERABLES AND TIMELINES

D1	Project Inception Report (methodology, team, plan, risk register)	Within 5 working days of contract signature
D2	Rapporteur Handbook and Standardised Templates	At least 5 working days before the session
D3	On-site secretariat, rapporteur and AV services	21 – 23 May 2026
D4	Summary of Resolutions (draft)	By 09:00 on 23 May 2026 (Day 3)
D5	Draft Comprehensive Strategic Planning Session Report	Within 10 working days post-session
D6	Final Comprehensive Strategic Planning Session Report	Within 21 working days post-session
D7	Draft PHTKL Turnaround Strategy Framework	Within 30 working days post-session
D8	Resolution Implementation Matrix	Within 30 working days post-session
D9	Training Needs Assessment (TNA) Report	Within 30 days of contract signature
D10	Skills Transfer Plan	Within 45 days of contract signature
D11	Delivery of short-learning modules and coaching	Over 12 months post-session
D12	Quarterly Implementation Progress Reports (x4)	Every 3 months for 12 months post-session
D13	Mid-cycle review workshops (x2)	At 6 and 12 months post-session
D14	Skills Transfer Close-Out Report	At month 12 post-session
D15	Project Close-Out Report and handover of all records	Within 15 working days of month 12

6. MINIMUM QUALIFYING CRITERIA

In order to be considered, the bidding institution of higher learning must satisfy the following minimum qualifying criteria. Non-compliance with any of these criteria will result in disqualification:

Be a South African public institution of higher learning registered with the Department of Higher Education and Training in terms of the Higher Education Act, 1997 (Act No. 101 of 1997);

Possess a recognised faculty, school, department or research centre in Public Administration, Public Policy, Traditional Governance, Rural Development, Customary Law or cognate disciplines;

Have the demonstrable capacity to deploy a minimum of eleven (11) qualified rapporteurs simultaneously on the dates of the session (one Lead Rapporteur and ten Commission Rapporteurs);

Be compliant with all applicable tax obligations (valid SARS Tax Compliance Status PIN);

Be registered on the National Treasury Central Supplier Database (CSD);

Provide a valid B-BBEE Status Certificate or affidavit as contemplated in the Preferential Procurement Regulations, 2022;

Submit a signed declaration of no conflict of interest with the Department, PHTKL or any affiliated entity.

Proposals that meet the minimum qualifying criteria will proceed to the price and specific goals evaluation stage, which will be conducted in terms of the Preferential Procurement Regulations, 2022 (80/20 preference point system).

7. PRICING AND PREFERENCE POINTS

8.1 Bidders must submit a fully costed proposal covering all components of the scope of work, broken down per deliverable, with clear unit rates, team-day rates and disbursements.

8.2 All pricing must be Value Added Tax (VAT) inclusive and fixed for the duration of the contract.

8.3 Preference points will be awarded in line with the Preferential Procurement Regulations, 2022, using the 80/20 preference point system.

8. PROJECT GOVERNANCE AND REPORTING ARRANGEMENTS

9.1 The University shall report operationally to the Chief Director: Traditional Resource Administration, with day-to-day coordination through the Director: Provincial House Support and the Secretary of the PHTKL.

9.2 A Project Steering Committee shall be established, comprising the Chief Director: Traditional Resource Administration (Chairperson), the Director: Provincial House Support, the Secretary of the PHTKL, representatives of the PHTKL leadership, and the Project Lead of the University.

9.3 The Steering Committee shall meet at least monthly for the duration of the contract, and more frequently during the session and reporting phases.

9.4 All deliverables shall be subject to written sign-off by the Chief Director: Traditional Resource Administration before payment is effected.

9. CONTRACT DURATION AND PAYMENT TERMS

10.1 The contract shall have an effective period of thirteen (13) months, commencing on the date of signature and ending at the submission of the Project Close-Out Report.

10.2 Payment shall be effected against approved deliverables, in line with the following milestone schedule (to be finalised at contracting):

15% on approval of the Project Inception Report and Rapporteur Handbook;

25% on successful completion of on-site session services and delivery of the Summary of Resolutions;

20% on approval of the Final Comprehensive Report;

15% on approval of the Draft Turnaround Strategy Framework and Resolution Implementation Matrix;

15% spread across the four Quarterly Implementation Progress Reports;

10% on approval of the Skills Transfer Close-Out Report and Project Close-Out Report.

10. CONFIDENTIALITY, INTELLECTUAL PROPERTY AND DATA PROTECTION

11.1 All information, recordings, transcripts, drafts and final documents produced under this engagement shall be treated as confidential and shall remain the intellectual property of the Department.

11.2 The University shall comply with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) in the handling of all personal and sensitive information arising from the engagement.

11.3 The University may, subject to written authorisation from the Accounting Officer and respecting the anonymity of deliberations, publish academic research arising from the engagement.

11. LEGAL AND COMPLIANCE FRAMEWORK

The appointment and execution of services shall comply with:

The Constitution of the Republic of South Africa, 1996;

The Traditional and Khoi-San Leadership Act, 2019 (Act No. 3 of 2019);

The Public Finance Management Act, 1999 (Act No. 1 of 1999);

The Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

The Preferential Procurement Regulations, 2022;

The Higher Education Act, 1997 (Act No. 101 of 1997);
The Protection of Personal Information Act, 2013 (Act No. 4 of 2013);
Applicable National Treasury Instruction Notes and Departmental SCM prescripts.

12. SUBMISSION REQUIREMENTS

Bidding institutions of higher learning shall submit a proposal comprising:

- A completed and signed bid documentation pack (to be issued by SCM);
- An institutional profile, including registration with DHET and relevant faculty/research centre details;
- A detailed technical proposal addressing each element of the scope of work;
- CVs of the Lead Rapporteur, Commission Rapporteurs and the Skills Transfer Programme Lead;
- A project plan with Gantt chart and risk register;
- A detailed Skills Transfer and Capacity-Building Plan;
- A fully costed pricing schedule;
- Valid SARS Tax Compliance Status, CSD registration and B-BBEE certificate/affidavit;
- Signed declarations of interest and confidentiality undertakings.

13. CONTACT PERSON AND ENQUIRIES

Technical enquiries: The Deputy Director-General: Traditional Affairs Branch, KZN Department of Cooperative Governance and Traditional Affairs, Wadley House Building, 115 Jabu Ndlovu Street, Pietermaritzburg, 3200. Tel: 033 897 5713. Fax: 033 897 5615.

Procurement enquiries: The Departmental Supply Chain Management Unit.

Ms Lindiwe Madlala Tel.: 033 260 8194 lindiwe.madlala@kzncogta.gov.za /or

Ms Helene Ruiters Tel.: 033 260 8195 helene.ruiters@kzncogta.gov.za