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 58P 2026/27 PROVISION OF LIBRARY MANAGEMENT SYSTEM 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 invite suitably, qualified and experienced service providers to submit bids for the provision of Library Management System for a period of thirty-six months (36). This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Preferential Procurement Regulations.

The evaluation criteria are divided into three (4) phases:

1. PHASE 1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE

(a) The bid submitted must be complete in all respects.
(b) The following forms must be duly completed 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** MONDATORY REQUIREMENTS- **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**	COMPLETE, SIGN AND INITIAL
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)**	COMPLETE, SIGN AND INITIAL
SECTION G	DECLARATION THAT INFORMATION ON THE CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	COMPLETE, SIGN AND INITIAL
SECTION H	**COMPULSORY BRIEFING SESSION**	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.

PHASE 2 – MANDATORY DOCUMENTS REQUIRED

The system and the bidding entity must strictly adhere to the technical parameters outlined in the Terms of Reference:

- Core Functionalities:
- Unified Licensing Model:
- Cloud Infrastructure:
- Data Protection
- Data Ownership Confirmation
- Data Migration Capability:
- Disaster Recovery:
- Phased Deliverables:
- Onsite Onboarding
- Minimum Functionality Score

A bidder must comply with all the mandatory requirements outlined above.

PHASE 3: FUNCTIONALITY CRITERIA

To assess the execution capacity of the bidder.
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.

PHASE 4: 80/20 PREFERENCE POINT SYSTEM

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

2. CONTACT PERSON FOR SCM AND TECHNICAL ENQUIRIES

SCM enquiries may be directed to:

- Ms. D.Z Msomi via e-mail at Dumisile.Msomi@kznpremier.gov.za
- Mr. V. Mgoza via e-mail at vusie.mgoza@kznpremier.gov.za

Technical enquiries may be directed to:

Ms N. Shongwe Tel. No. 060 577 2182 or via e-mail at Nonkululeko.Shongwe@kznpremier.gov.za

3. COMPULSORY BRIEFING SESSION

The briefing will be held as follows:
Date: 29 September 2026

Time: 11:00 am

Venue: Microsoft Teams

The link for the meeting will be provided on request. Please send an email to dumisile.msomi@kznpremier.gov.za for the link.

The closing date and time for requesting the link is **25 September 2026** at **15h00.**

NB: No link will be provided after the closing date and time.

NB: The briefing certificate will be signed and stamped by the departmental official and emailed to only prospective bidders who attended the briefing session.

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.

The Bid Box is 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

TABLE OF CONTENTS

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 subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. A clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.
18.

PART B

MANDATORY REQUIREMENTS

The system and the bidding entity must strictly adhere to the technical parameters outlined in the Terms of Reference:

- **Core Functionalities**: The software must deliver built-in configurations for Cataloguing (MARC21 standard), Circulation Management, User Management, Acquisitions, Serials Management, Reports & Analytics, Barcode & RFID Support, and a User Self-Service Portal.

- **Unified Licensing Model**: A single subscription fee must cover both the core Library Management System (LMS) and comprehensive access to Southern African academic journals.

- **Cloud Infrastructure**: The solution must be fully hosted in a secure cloud infrastructure located within South Africa, delivering automatic updates, daily automated backups, and a minimum system uptime of 99.5%.

- **Data Protection**: Full compliance with the Protection of Personal Information Act (POPIA) is mandatory, requiring SSL/TLS Valid Certificate issued by a recognized Certificate Authority. (HTTPS) data encryption and documentary proof that Multi-Factor Authentication (MFA) is implemented for all administrative staff.

- **Data Ownership Confirmation**: Bidders must explicitly confirm in writing that all data remains the exclusive property of the Academy/Office of the Premier, supporting vendor-lock-in prevention and data export in open, standard formats (CSV, XML, JSON, or MARC21).

- **Data Migration Capability**: The system must have the functional capacity to migrate existing electronic records safely and completely from the current SABINET system.
(Bidders must submit a detailed data migration methodology demonstrating their ability to safely and completely migrate electronic records from the existing SABINET system. Evidence must include a migration plan, system specifications confirming migration functionality, details of data validation and reconciliation processes, and at least two reference projects of similar migrations successfully completed).

- **Disaster Recovery**: Bidders must provide a fully documented Disaster Recovery Plan (DRP) highlighting recovery time objectives (RTO) and recovery point objectives (RPO).

- **Phased Deliverables**: The system must be fully deployed within a strict 90-day phased timeline, requiring a project plan within 30 days, system configuration testing within 60 days, and full migration/go-live validation by day 90.

- **Onsite Onboarding**: Bidders must provide 2 to 3 days of compulsory, in-person onsite training to Academy staff, covering librarians, IT support, and administrative personnel.

- **Minimum Functionality Score**: Bidders must achieve a minimum quality threshold of **28 points out of 40 (70%)** during the technical evaluation phase to progress to the financial evaluation stage. Bidders must complete the track record table to demonstrate their completed history with integrated library management systems.

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 KZN OFFICE OF THE PREMIER					
BID NUMBER:	**KZNB 58P 2026/27**	CLOSING DATE:	**13 lOctober 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**APPOINTMENT OF A BIDDER TO PROVIDE A LIBRARY MANAGEMENT SYSTEM FOR THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF 36 MONTHS**				
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 N Shongwe**
TELEPHONE NUMBER	**087 121 9411**	TELEPHONE NUMBER	060 577 2182
E-MAIL ADDRESS	**Dumisile.Msomi@kznpremier.gov.za** **vusie.mgoza@kznpremier.gov.za**	E-MAIL ADDRESS	Nonkululeko.shongwe@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)?	NAME OF DEPARTME ☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.** 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 PARTICULAR'S MAY RENDER THE BID INVALID.

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

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

DATE: ……………………………

SECTION C

SBD 3.1

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

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

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

Name of bidder: ……………………………… Closing Time:	Bid Number: Closing date:

BID PRICE INCLUDING VAT AT 15%:

R………………………………………………………………………………………
(BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

AMOUNT IN WORDS:

…………………………………………………………..………………………………………………………
OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

- Required by: KZN Office of the Premier
- At:
- Country of origin **South Africa** ……………………………………
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) …………………………………
- Period required for delivery as per specification
  *Delivery: Firm/not firm

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

SBD 4

SECTION D

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1. If so, furnish particulars:
………………………………………………………………………………………
………………………………………………………………………………………

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

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

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 contract.
3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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 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.

<table>
<tr><th>NAME</th><th>ADDRESS</th><th>SIGNATURE</th><th>DATE</th></tr>
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(if the space provided is not enough, please list all the directors in the resolution letter)

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

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

SECTION F

SBD 6.1

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**

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

b) 80/20 preference point system will be applicable in this tender. The lowest 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	**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 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where:

Where:	Ps	=	Points scored for price of tender under consideration
	Pt	=	Price of tender under consideration
	Pmin	=	Price of lowest 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 submit documentary proof to indicate how they claim points for each preference point system.) Failure to submit required documentary proof shall be interpreted as preference points are not claimed.

The specific goals allocated points in terms of this tender	**Required proof from the Bidders to substantiate claim for preference points** **(Please submit the above-mentioned documentary proof to claim preference points)**	**(80/20 system) (Preference Preference Points are allocated as follows) To be completed by the organ of state**	**80/20 system) (Preference Preference Points are allocated as follows) To be completed by the bidder**
Historical Disadvantaged Persons (HDP) – Black Ownership = 51%	B-BBEE Certificate from the SANAS approved VA/Sworn affidavit for EME or QSE Central Supplier Database (CSD) will be used by the Department to confirm **(Bidders must not submit CSD report)**	5	
Historical Disadvantaged Persons (HDP) – Women Ownership = 51%	B-BBEE Certificate from the SANAS approved VA/Sworn affidavit for EME or QSE Central Supplier Database (CSD) will be used by the Department to confirm **(Bidders must not submit CSD report)**	5	
The Promotion of South African Owned Enterprises - Youth Ownership = 51%	B-BBEE Certificate from the SANAS approved VA/Sworn affidavit for EME or QSE Central Supplier Database (CSD) will be used by the Department to confirm **(Bidders must not submit CSD report)**	5	
Historical Disadvantaged Persons (HDP) – People with Disability ownership = 51%	Medical Certificate from a registered medical practitioner	5	
Total number of points		**20**	

It is mandatory for tenderers to complete SBD 6.1 and submit relevant above-mentioned documents to claim points for specific goals. Failure to complete SBD 6.1 and submitting required documentary proof shall be interpreted to mean that the points for specific goals are not claimed and preference points will not be allocated.

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 because of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered because 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.

a)

……………………………………
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………………

DATE: ………………………………………………………

ADDRESS: ………………………………………………………

CALCULATION OF EQUITY FOR SPECIFIC GOALS

a) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDPs.
b) The equity ownership contemplated in sub-paragraph (a) must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
c) If the percentage of ownership contemplated in sub-paragraph (b) changes after the closing date of the tender, the tenderer must notify the KwaZulu-Natal Office of the Premier and such tenderer will not be eligible for any preference points.
d) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
e) Subject to sub-paragraphs (a), (b), (c) and (d), all claims made for equity ownership by an HDP must be considered according to the following criteria:
    - Equity within private companies must be based on the percentage of equity ownership.
    - Preference points may not be awarded to public companies and tertiary institutions.
    - The following formula must be applied to calculate the number of points for equity ownership by an HDP:
      NEP = NOP X EP/100

      Where:

      NEP = Points awarded for equity ownership by an HDP
      NOP = The maximum number of points awarded for equity ownership by an HDP
      EP = The percentage of equity ownership by an HDP within the enterprise or business, determined in accordance with sub-regulations (a), (b), (c) and (d).

f) The points contemplated in paragraph (e) must be added to the points scored for price, in order to establish the total number of points scored.
g) The contract must be awarded to the tender which scores the highest points.
h) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDP, may not subcontract more than 25% of the value of the contract to a person who is not an HDP or does not qualify for such preference.

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

COMPULSORY BRIEFING SESSION

Site/Building/Institution Involved: **KWAZULU-NATAL OFFICE OF THE PREMIER**

Bid Reference No: KZNB 58P 2026/27

GOODS/SERVICE/WORK: *APPOINTMENT OF A BIDDER TO PROVIDE LIBRARY CFCF MANAGEMENT SYSTEM FOR THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTY-SIX (36) MONTHS*

Platform:	Date:	Time:
MS Teams	**29 September 2026**	**11h00**

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

On behalf of (company name) ____

Attended briefing session on ______/_________ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

____
Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/__________

____
Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental stamp with signature

It is compulsory for the bidder to attend and record their attendance in the chat box and complete this form. It is also compulsory that the form be signed and stamped by a representative from KZNOTP. Failure to attend briefing session and submit a signed and stamped form will result in the offer being considered non-responsive and shall be rejected.

SECTION I

GENERAL CONDITIONS OF CONTRACT

1) Definitions

The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance with 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 consignee's 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 of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services 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

8.8 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.

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

23 of GCC.

9) Packing

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

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

10 Delivery and documents

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

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

11 Insurance

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

12 Transportation

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

13 Incidental Services

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

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

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

14 Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

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

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

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and at 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, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under 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 of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

23.6.1 These details will be loaded in the National Treasury's central database of suppliers or 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 fulfil 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 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 J

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and its Preferential Procurement Regulations; 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. CONTRACT PERIOD

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

The department reserves the right to extend the contract for a period not exceeding 24 months. Should the department decide to extend the contract, the extension will be on terms of the initial contract

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 service provider who meets all the evaluation requirements will receive an intention to award notification.

The award of the bid or contract to an individual bidder may be subject to a positive security clearance outcome from the State Security Agency (SSA).

No contract may be awarded to service providers with a criminal record or pending criminal record.

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 up to date at all times.

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 Archbell Street, Pietermaritzburg, on or before…… July 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 are late if they are received at the address indicated in the tender documents after the closing date and time.

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 first publish the intention to award on the Departmental website www.kznonline.gov.za and directly send notifications to all unsuccessful bidders with reasons for disqualification/non- award. After five (5) working days of receipt of the notification of non - award lapses and there are no appeals, all requests for confirmation of no appeal will be forwarded to BAT accompanied with the date of advert publishing the award on the Departmental website and proof of notifications of non-award sent out to disqualified bidders.

The final publication of award information will be published on the E-Tender portal.
NB: no appeals will be considered after the award information has been
published on the E-Tender portal.

18. CONTRACT AND SERVICE LEVEL AGREEMENT

The successful bidder shall be required to enter into a Service Level Agreement with the department

The bid document constitutes a legal document and a binding contract.

19. MARKET ANALYSIS AND NEGOTIATION FOR PRICE REASONABLENESS

The prices must include management fees and delivery fees. The department reserves the right to ascertain the reasonableness of prices submitted by the bidder by comparing market-related prices for various goods and services which will be required in terms of these terms of reference.

The prices submitted by service providers bidding for this bid may be compared to the client department's benchmarked prices. If the department is of the view that the prices submitted by service providers are unreasonable then the department will negotiate further with the bidder against the prices benchmarked by the department.

Should the bidder refuse to reduce prices, the Department may disregard the bidders and negotiate with the bidder next in line (the second lowest bidder or third lowest bidder in the process or cancel the quotation and re-invite).

20. REPORTING REQUIREMENTS

The service provider will report directly to the Supply Chain Management Director or to the delegated representative of the department as and when required. Qualitative management of the service / performance must be overseen by the bidder and in line with the agreed upon by SLA

21. QUERIES FROM THE BIDDERS

Any correspondence with regards to this bid which the bidder wishes to raise must be emailed to the following officials; and no query received after this date (…. July 2026) will be entertained**.**

SCM enquiries may be directed to:

Ms D. Z. Msomi via e-mail at Dumisile.Msomi@kznpremier.gov.za
Mr V.T.P. Mgoza via e-mail at vusie.mgoza@kznpremier.gov.za

Technical enquiries may be directed to:

Mr S. Mthimkhulu via email at siphesihle.mthimkhulu@kznpremier.gov.za
Ms N. Shongwe: via email at nonkululeko.shongwe@kznpremier.gov.za

Bidders must note that all queries received via email before the stipulated date will be consolidated and a composite response will be sent to all who submitted queries.

22. 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 K

TENDER SPECIFICATION: LIBRARY MANAGEMENT SYSTEM

SCOPE OF REQUIREMENTS:

The Provincial Public Service Training Academy (PPSTA) is seeking a cost-effective, off-the-shelf Library Management System (LMS).

Single Subscription Fee: The text explicitly asks for a system that includes access to Southern African academic journals "under a single subscription fee." Subscription-based pricing models are characteristic of existing, off-the-shelf software packages (Software as a Service / SaaS).

Fully Integrated Solution: The paragraph states the academy is "seeking a cost-effective, fully integrated Library Management System." It does not ask for the coding, building, or engineering of a new platform from scratch.

Pre-Set Implementation Limits: The requirement lists precise day-one metrics (*400 registered users, 8,000 physical items, and 4 terminals*). These are standard setup configurations for an existing product, not development milestones.

Scalability: The text mentions that the "solution must demonstrate the capacity to scale," which means the core product must already exist and have a proven ability to grow as requirements evolve.

The desired Library Management System must meet the following core criteria:

Core Library Management Functionalities
The system must provide comprehensive functionalities including:

- **Cataloguing:** Support for international metadata standards (e.g., MARC21), authority control, classification schemes, and efficient metadata management.
- **Circulation Management**: Borrowing, renewals, returns, holds/reservations, automated reminders and alerts for overdue items, and fine management.
- **User Management**: Patron registration, user roles and permissions, account tracking, audit trails, and detailed activity logs.
- **Acquisitions**: Budget tracking, ordering, receiving, vendor management, and financial reporting.
- **Serials Management**: Subscription tracking, issue check-in, renewal alerts, and holdings management.
- **Reports & Analytics**: Custom and predefined reports for usage statistics, collection development, circulation trends, and user behavior insights.
- **Barcode & RFID Support**: Integration for barcode scanning and RFID-enabled circulation, stock-taking, and security of library materials.

- **User Self-Service Portal**: Online services for patrons including renewals, reservations, viewing loan history, profile management, and notifications.

Digitization & Repository Management:

- Support for digitization of paper-based documents through scanning and bulk upload functionality.
- Metadata assignment and indexing of digitized records.
- Full-text search capability across digital collections.
- Secure digital repository with role-based access control.
- Support for multiple file formats (PDF, Word, images, etc.).
- Version control and document lifecycle management.

Technical Requirements

Bidders must comply with all mandatory technical requirements specified in these Terms of Reference. Failure to meet any mandatory technical requirement may result in the bid being deemed non-responsive and excluded from further evaluation. **(Section A – Part B).**

- **Cloud-Based Deployment:**
  Fully hosted and secure cloud infrastructure, accessible via any standard web browser.
  The solution must support automatic updates, daily automated backups with an appropriate retention schedule, and a minimum system uptime of 99.5%.

  System Performance & Scalability:
  The system must support high performance with minimal downtime.
  Scalable to accommodate growth in users, collections, and digital repository content.

- **Data Protection & Compliance:**
  Full compliance with POPIA and all applicable data protection regulations.
  Hosting infrastructure must be located within South Africa to ensure data sovereignty.
  All data transmission must be encrypted using SSL/TLS (HTTPS).
  Support for Multi-Factor Authentication (MFA) for staff and administrative users.
  Alignment with relevant ISO standards for information security, service management, and cloud operations.

- **Accessibility:**
  Optimized responsive design enabling seamless access from desktops, tablets, and mobile devices.

- **Interoperability & Standards:**
  Compliance with library and information standards such as Z39.50, SIP2, and OAI-PMH.

- **Data Migration:**
  Capability to support safe, secure, and complete data migration from the existing SABINET system, including records, users, journals, and metadata.

- **Data Ownership and Portability**
  The bidder must confirm in writing that:
  All data stored in, processed by, or generated through the system shall remain the exclusive property of the Provincial Public Service Training Academy (PPSTA) /Office of the Premier).
  The Academy shall retain full rights of access, control, and usage of its data always.
  The system must allow data export in open, standard, and non-proprietary formats (e.g., CSV, XML, JSON, MARC21 or equivalent).
  The solution must ensure no vendor locks-in, and the Academy must be able to extract its data at any time.
  No additional licensing, technical, or cost barriers may prevent data extraction.

- **Data Export and Exit Management**

  - Data Export Request Fulfilment,
  - Upon receipt of a written request from the Academy, the bidder must provide
  - complete export of all data, including:
  - Bibliographic records
  - User and patron data
  - Transactions and circulation records
  - Digital repository content
  - System configuration (where applicable)

The full export data must be delivered within 5 working days of receiving the written request.

- **Contract Exit and Transition Support**

In the event of contract termination or written notice by the Academy:

  - The bidder must commence data migration and transition support within 3 working days
  - The bidder must cooperate fully with the Academy or any new service provider.

- **Support must include:**
  - Data extraction and formatting
  - Data structure documentation
  - Technical/API support where required
  - Knowledge transfer sessions (if requested)

The transition must ensure no disruption to library operations.
No additional costs shall be charged for standard data export and exit support unless agreed in writing.

- **Implementation Planning:**
  Collaborative implementation approach with the vendor to minimize operational disruption and ensure smooth transition phases.

- **Unified Licensing Model:**
  A single subscription fee must cover both the Library Management System (LMS) and access to Southern African academic journals, eliminating the need for multiple licenses or separate contracts.

- **Disaster Recovery:**
  The vendor must provide a documented Disaster Recovery Plan (DRP) outlining recovery time objectives (RTO), recovery point objectives (RPO), backup integrity processes, and procedures for restoring services during system failures or emergencies.

Integration Capabilities

Academic Database Integration: Ability to connect and synchronize with leading academic databases, including African-based journals and research repositories. This access should be fully integrated into the user interface and included in the subscription cost.

API Access: Open APIs for linking to research management platforms, knowledge bases, institutional repositories (e.g., learning management systems), and digital repositories.

IMPLEMENTATION AND CUSTOMIZATION

Academic Database Integration:
The system must support seamless connection and synchronization with leading academic databases, including African-based journals and research repositories. All integrated content must be accessible directly through the user interface and included in the subscription cost.

API Access:
The solution must provide open and well-documented APIs for integration with research management platforms, knowledge bases, institutional repositories, and learning management systems.

- **Phased Implementation Timeline**

Within 30 Days of Contract Commencement:
- Submission of a detailed project plan outlining deliverables, timelines, and responsibilities.
- Conducting a formal kick-off meeting with project stakeholders.
- Provision of access to the staging/test server for configuration and review.

Within 60 Days:
- Completion of system configuration according to the Academy Library requirements.
- Loading sample data for preliminary evaluation and verification.
- Internal staff testing, followed by sign-off on configuration readiness.

Within 90 Days:
- Full data migration from existing systems.
- Execution of User Acceptance Testing (UAT).
- Go-live of the fully implemented and configured system.

Additional Deliverables
- Migration Validation Report: Confirmation that all migrated records and metadata are complete, accurate, and consistent.
- System Documentation Package: Comprehensive technical and user documentation, including configuration guides, API documentation, training manuals, and admin guides.
- Post-Implementation Support Plan: Clear outline of support levels, response times, maintenance schedules, and escalation procedures for the post-go-

Training and Capacity Building
Training is essential to ensure smooth adoption, optimal utilisation, and long-term self-sufficiency of the system.

Initial Onboarding:
- In-person training must be delivered onsite to Academy staff.
- Training must cover librarians, IT support, and administrative personnel.
- Training duration must be 2–3 full days, scheduled in consultation with the Academy Library.
- Maximum class size: five (5) participants.

Training Content: Comprehensive introduction to all system modules, administrative tools and end-user navigation.

,

Practical exercises on workflows, cataloguing, circulation, reporting, and system configuration.

Training Materials: Provision of user-friendly materials including guides, manuals, and/or video tutorials.

Materials must be available in digital and printable formats.

2. Support, Maintenance, and Service Level Agreement (SLA)

A minimum 12-month support and maintenance agreement is required, covering:

- Helpdesk Support (email, telephone, or ticketing system)
- Bug fixes, security updates, and system enhancements
- Regular system performance, uptime, and usage reports

SLA Minimum Requirements

Severity Level	Definition	Response Time	Resolution Time
Critical	Complete system outage	4 hours	24 hours
High	Major functionality impaired	8 hours	24 hours
Medium	Non-critical issue	24 hours	5 days
Low	Minor issues / queries	48 hours	10 days

All SLA commitments must be measurable and include escalation procedures.

3. Future-Proofing and Long-Term Sustainability

The solution must support long-term growth and modernization:

Modular Expansion: Ability to incorporate additional modules such as digital repositories, mobile access, and discovery layers.

Support for Digitization Initiatives:
Compatibility with scanning technologies, OCR (Optical Character Recognition), and bulk digitization processes to support the ongoing conversion of paper-based records into digital formats.

Multi-Site / Multi-Branch Scalability: Ability to support the planned expansion to two additional satellite library branches and growth from the current 400 users to an estimated 700 users, without requiring reimplementation or significant system upgrades.

Data Analytics Dashboard: Advanced analytics with predictive insights and trend analysis.

Vendor Development Roadmap: Clear roadmap outlining future enhancements and innovations.

SECTION L

BID EVALUATION CRITERIA

All bids received will be evaluated in accordance with applicable public-sector procurement legislation and Supply Chain Management (SCM) policies. The evaluation process will follow a **three-stage approach**, as outlined below.

Stage 1: Administrative and Mandatory Compliance

Bidders must submit all mandatory documentation as prescribed in the tender. Failure to submit any of the mandatory requirements will result in disqualification and no further evaluation. **(Section A – part B)**

Only bids that meet all mandatory administrative and compliance requirements will proceed to Stage 2. **(Section A – Part B)**

Stage 2: Technical and Functional Evaluation (Quality)

Bidders must provide a detailed response to each requirement, supported by product brochures, technical documentation, screenshots, sample reports/workflows where applicable, and evidence of similar implementations. The Department reserves the right to request a live system demonstration to verify compliance with the stated requirements

	Sub-Criteria	**Description**	**Max Score**	**Evidence required**
1	**Cataloguing**	MARC21 support = 1 point Metadata standards = 1 point Classification = 1 point Authority control= 1 point	5	Detailed response, supporting documentation, screenshots(live demonstration for only service providers considered to the next phase).
2	**Circulation Management**	Borrow/return, renewals, reservations, fines, alerts	5	Detailed response, supporting documentation, screenshots, (live demonstration only for service providers who are considered for the next phase).
3	**User Management**	Registration, roles, permissions, audit trails, activity logs	3	Detailed response, supporting documentation, screenshots(live demonstration only for service providers considered to the next stage)

4	**Acquisitions & Serials Management**	Budget tracking, ordering, vendor management, financial reporting, Subscription tracking, renewals, issue management	3	Detailed response, supporting documentation, screenshots, (live demonstration for only service providers considered to the next phase).
5	**Reports & Analytics**	Custom reports, usage stats, trends, insights	4	Detailed response, supporting documentation, screenshots, (live demonstration for only service providers considered to the next phase).
6	**Barcode & RFID Support**	Integration for scanning, stock-taking, security	2	Detailed response, supporting documentation, screenshots, (live demonstration for only service providers considered to the next phase).
7	**User Self-Service Portal**	Online renewals, reservations, profile, notifications	2	Detailed response, supporting documentation, screenshots, live demonstration (for only service providers considered to the next phase).
8	**Digitization & Repository Management**	Document Digitization & Bulk Upload, Metadata Assignment & Indexing, Full-Text Search Capability, Multi-Format Support, Version Control & Lifecycle Management	6	Detailed response, supporting documentation, screenshots, (live demonstration to only service providers considered to the next phase).
9	**Capacity**	Capacity to implement the following: integrated library management systems = **2 points** digital repositories in training academies = **3 points** special libraries = **2 points** research institutions = **2 points** similar environments = **1 point**	10	Company profile, case studies.

10	**Company Experience**	Proven experience of similar projects completed	10	Provide reference letters 4 or more refence letter = **10 points**. 3 reference letters = **8 points** 2 reference letters **= 5 points** 1 reference letters = **3 points**
		TOTAL	**40 Points**	

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.

The **Unified Licensing Model** for both the LMS and Southern African academic journal access must be clearly detailed and costed. **(PROVIDE SEPARATE PAGE FOR THIS)**

Execution capacity/Functionality

A bidder that scores less than 28 out of 40 points, or 70% on functionality evaluation based on the prescribed format will be regarded as non-responsive and shall be disqualified.

Evidence of track record in providing similar services. The bidder must complete the below table:

CATEGORY B:			
DURATION	**DESCRIPTION OF WORK**	**TENDER/BID NUMBER**	**ORGANISATION NAME (INDICATE IF PUBLIC OR PRIVATE SECTOR)**

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

ANNEXURE 1: REFERENCE LETTER ONE

CONFIRMATION OF REFERENCES

<table>
<tr><td colspan="3">NAME OF BIDDING COMPANY:</td><td colspan="3"></td></tr>
<tr><td colspan="3">PREVIOUS CLIENT/EMPLOYER NAME:</td><td colspan="3"></td></tr>
<tr><td colspan="3">TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/PROJECT:</td><td colspan="3"></td></tr>
<tr><td colspan="3">DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:</td><td colspan="3"></td></tr>
<tr><td colspan="3">VALUE OF WORK COMPLETED:</td><td colspan="3"></td></tr>
<tr><td colspan="3">DURATION AND DATE COMPLETED:</td><td colspan="3"></td></tr>
<tr><td colspan="3">START DATE:</td><td colspan="3">END DATE:</td></tr>
<tr><td>………</td><td>…………………………..........…</td><td>……………</td><td>………</td><td>…………………………………</td><td>……………</td></tr>
<tr><td>Day</td><td>Month</td><td>Year</td><td>Day</td><td>Month</td><td>Year</td></tr>
<tr><td colspan="6">The above-mentioned Bidding Company is in process of submitting a Bid for Library Management System for the KwaZulu-Natal Office of the Premier for a period of thirty-six months. 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 colspan="3">Were the services rendered in accordance with the Terms of Reference or Specification?</td><td colspan="3">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

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

NB: Service providers are allowed to provide reference in their own template)