

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE NATIONAL DEVELOPMENT AGENCY (NDA) OVER A PERIOD OF 60 – MONTHS.

BID REFERENCE NUMBER: NDA08/FIN03/25

CLOSING DATE	31 MARCH 2026
CLOSING TIME	12H00
BRIEFINGSESSION	None
VENUE	N/A
SUBMISSION OF DOCUMENTS	<p>All proposals must be delivered at the NDA Head Office on or before the closing date and time. The Head Office address is 26 Wellington Road, Parktown, Johannesburg, 2193.</p> <p>Submissions must be strictly submitted inside the tender box, which is at the main entrance and accessible 24/7.</p> <p><i>Service providers outside of Gauteng are advised to send their documents by courier. NDA will not take responsibility for documents sent via postal services.</i></p>
SUPPLIER ENVELOPES SUBMISSION PACKAGING	<p>The supplier's envelope/s MUST clearly have the description of TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE NATIONAL DEVELOPMENT AGENCY (NDA) OVER A PERIOD OF 60 – MONTHS.</p> <ul style="list-style-type: none"> • ENVELOPE system will be used for the submission of bids: <p>Commercial Envelope This envelope must strictly contain price quotations plus all the SCM Administrative documents as listed in section 15 of this document.</p> <p>Technical Envelope This envelope must strictly contain all info listed in section 7 & 16 of this document.</p> <p>NB: All documents must be binded using Thermal and perfect bindings Submission.</p> <p>Bidders must submit 1 original document, 1 copy and a labelled memory/flash drive.</p>

LATE BIDS	Bids received after the closing date and time will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).
<p>Contact person for Commercial Queries is Ms Nomvula Moloi or Ms Kedibone Sathekge on 011 018-5562 between 08h30 to 17h00 on weekdays. Queries can also be sent in writing to NomvulaM@nda.org.za or KediboneS@nda.org.za. Contact person for Technical Queries is Ms Thembi Raulinga or Nyali Moroailane on 011 018 - 5537</p>	

1. OVERVIEW OF NDA

The National Development Agency is a public entity listed under Schedule 3A of the Public Finance Management Act (PFMA). It was established in terms of the National Development Agency Act No 108 of 1998 as amended.

1.1 Our mandate

- In terms of the National Development Agency (NDA) Act (Act No 108 of 1998 as amended), NDA was mandated to contribute towards the eradication of poverty and its causes by granting funds to civil society organizations (CSOs) to:
 - Implement development projects in poor communities, and
 - Strengthen the institutional capacity of other CSOs that provide services to poor communities.

Impact Statement:

Reduced levels of poverty in South Africa.

1.2 Mission:

A premier development agency that coordinates and integrates development initiatives to break the cycle of poverty in the country.

1.3 Vision:

Championing development for a society free from poverty.

1.4 Organisational values:

- Integrity
- Accountability and Responsibility
- Transparency

- Respect
- Ubuntu
- Innovation
- Excellence

2. PURPOSE

The purpose of this request for bids is to solicit proposals from suitably qualified and experienced bidders to provide Travel Management Services to the NDA for a period of 60 months .

3. DEFINITIONS

Accommodation means the rental of lodging facilities while away from one's place of abode, but on authorized official duty.

After-hours service refers to an enquiry or travel request that is actioned after normal working hours, i.e. 16h30 to 8h00 am on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.

Air travel means travel by airline on authorized official business.

Authorizing Official means the employee who has been delegated to authorize travel in respect of travel requests and expenses, e.g. line manager of the traveler.

Car Rental means the rental of a vehicle for a short period of time by a Traveler for official purposes. The car must have a paid tag for toll gates. Travel agencies must provide a petrol card/petrol voucher or any other method of refueling for traveler's (where necessary).

Domestic travel means travel within the borders of the Republic of South Africa.

Emergency services means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

International travel refers to travel outside the borders of the Republic of South Africa.

Transaction Fee is the fixed negotiated fee payable to the Travel Management Company (TMC) for making traveling arrangements/bookings for NDA as per submitted travel request.

Merchant Fees are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.

Quality Management System means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.

Regional travel means travel across the border of South Africa to any of the Countries in the African Continent.

Service Level Agreement (SLA) is a contract between the TMC and NDA that defines the level of service expected from the TMC.

Shuttle Service means the service offered to transfer a Traveler from one point to another, for example from place of work to the airport.

E-Hailing- the practice of using a mobile application to request and pay for a ride from a driver using their personal vehicle.

Third party fees are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.

e.g. international air ticket, charged per type per transaction per traveler.

Traveler refers to a NDA official, consultant or contractor travelling on official business on behalf of NDA.

Travel Booker is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveler

Conferences and event management – is the booking of venues, conference package, group accommodation, catering, hiring of marquees and related equipment where there is no conference centers.

Travel Management Company or TMC refers to the Company contracted to provide travel management services (Travel Agents).

Travel Voucher means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.

Value Added Services are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.

VAT means Value Added Tax.

VIP or Executive Service means specialized and personalized travel management services to selected employees of Government by a dedicated consultant to ensure a seamless travel experience.

4. SCOPE OF WORK

4.1. Travel Management Company Requirements

The NDA requires the services of Travel Management Company to arrange travel requirements for its staff and officials as they travel for official NDA business.

The NDA is currently using an automated system called Travel Management system (TMS) to manage travel requisitions from staff and officials, this tool is integrated with NDA financial system for purposes of managing the travel budget.

An internally approved travel request is manually submitted to the travel Management Company by means of an email by a designated travel officer. Each travel request contains a unique Reference number.

The Travel Management Company arranges travel per request by NDA and submits necessary invoices and vouchers by email to the designated travel officer.

NDA's primary objective in issuing this Request for Bids is to invite suitably qualified and experienced Travel Management Companies to submit bids to render the following Travel Management services to NDA:

- 4.1.1. Provide NDA with travel management services that are consistent, reliable and will maintain a high level of traveler satisfaction.
- 4.1.2. Provide comprehensive local and international travel arrangements and bookings on behalf of the NDA that include but are not limited to inter alia **accommodation, flights, car hire, buses, shuttle service and Airport parking**
- 4.1.3. Arrange conference/workshop venues and/or packages (on ad hoc requests).
- 4.1.4. Arrange group bookings for events, meetings and conferences
- 4.1.5. Arrange travel requirements for NDA in line with the Government's travel Frameworks, Treasury costs containment guidelines and NDA's travel policy.
- 4.1.6. Professional processing and administration of passports, visas and international drivers' licenses, travel insurance.
- 4.1.7. Provide NDA with monthly travel management reports.
- 4.1.8. Match invoices for services rendered to NDA travel requisitions and submit invoices and statements weekly. Any travel requests charged against the Travel Lodge card must be invoiced to NDA on the third working day after the end of each month.
- 4.1.9. Timeously effect payments to service providers to ensure that NDA officials are not denied services or access due to overdue accounts.
- 4.1.10. Negotiate favorable deals, rates and flexibility with suppliers.
- 4.1.11. Conduct monthly quality of service/ performance monitoring meetings with operations, finance and supplier management.
- 4.1.12. Provide 24/7/365 support.
- 4.1.13. Provide a transition plan for smooth take over of services from current TMC for purposes of implementing the service without service interruptions.
- 4.1.14. Provide a team made up of minimum of five (5) employees that will be dedicated to the NDA account for support purposes.

4.1.15 Provide Turnaround time of three hours for domestic travel requests and turnaround time of 48 hours for international travel request.

4.1.16 TMC's services must cover all nine (9) provinces.

4.2 Travel Volumes

The current NDA total volumes per annum includes air travel, accommodation, car hire, shuttle services, forex, conferences, etc. The table below details the number of transactions for FY 2024/25 as follows:

Service Category	Estimated number of transactions p/a	Estimated Expenditure p/a
Air Travel – International	10	R 1 300 000,00
Air Travel – Regional	10	R 200 000,00
Air Travel – Domestic	3000	R 12 606 758,00
Air Travel – International (Re-issue)	20	R 200 000,00
Air Travel – Regional (Re-issue)	20	R 150 000,00
Air Travel – Domestic (Re-issue)	20	R 300 000,00
Refunds – Air Domestic	10	R 200 000,00
Refunds – Air Regional	10	R 100 000,00
Refunds – Air International	10	R 100 000,00
Car Rental – Domestic	1900	R 5 020 552,00
Car Rental – Regional	36	R 150 000,00
Car Rental – International	0	R -
Transfers/Shuttle – Domestic	1500	R 3 400 000,00
Transfers/Shuttle – Regional	10	R 40 000,00
Transfers/Shuttle – International	10	R 200 000,00
Accommodation – Domestic	5000	R 5 000 000,00
Accommodation – Regional	10	R 150 000,00
Accommodation – International	10	R 900 000,00
Bus/Coach Bookings	10	R 200 000,00
Train bookings – International	0	R -
Visa Assistance (Provision of documents and advice)	10	R 300 000,00
Courier services for travel documentation (visa & passports)	0	R -
SMS Notifications	5000	R 10 000,00
Parking bookings	200	R 110 000,00
Cancellations		
Changes to bookings	100	
After Hours Services	200	R 100 000,00
Additional Ad-hoc Reports (per report)		
Customised Reports (per report)	10	
Travel Lodge card Reconciliation	12	
Debtors Account Reconciliation	48	
Insurance	10	R 800 000,00
Conference/ Events	100	R 5 421 395,00
Other (Specify)		
Total	17286	R 36 958 705,00

Note: The above figures are actuals for FY 2024/2025 based on the current trends and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their bids.

4.3 Financial Management

- 4.3.1 The TMC will be required to offer a 30-day bill-back account facility to NDA should a lodge card not be offered. Bill-back refers to the supplier sending the bill back to the TMC, who, in turn, invoices NDA for the services rendered.
- 4.3.2 The TMC must to the extent possible, negotiate favorable rates with all travel service providers or implement the maximum rates established by the National Treasury where applicable.
- 4.3.3 The TMC will be responsible for managing service provider accounts. The NDA expect to receive invoices from the TMC for remittance within 7 working days after receipt of such from the service providers.
- 4.3.4 Where prepayments are required for smaller Bed & Breakfast/Guest House facilities, these must be paid by the TMC. It should be noted that these are occasionally required at short notice and even for same day bookings.
- 4.3.5 The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to NDA's Financial Department on the agreed time period (weekly). This includes attaching the travel authorization and Purchase Order to the invoice..
- 4.3.6 TMC is responsible to submit proof of all travel services that have been cancelled.
- 4.3.7 TMC to pay its suppliers timeously, to ensure that NDA travelers are not negatively affected when travelling or refused access due to outstanding or overdue accounts.
- 4.3.8 After- hours invoicing must be done per call.
- 4.3.9 TMC is responsible to provide a monthly statement and report of open-air tickets, reports of damages to Hired cars.

4.4 Technology and Management Information and Reporting

- 4.4.1 The TMC must have the capability to consolidate all information related to travel expenses at a level of travelling official and costs Centre or department with automated reporting tools monthly.
- 4.4.2 All management information and data input provided to NDA must be accurate.

4.4.3 TMC must have the capability to integrate NDA's travel system with that of the provider (TMC).

4.4.4 Upload all traveler profiles and maintain updates for the purpose of travelling.

4.4.5 The TMC will be required to provide NDA with a minimum of three 3 standards monthly reports that are in line with the National Treasury's cost containment instructions reporting template requirements. The reporting templates can be found on:<http://www.treasury.gov.za.legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

Reports must be accurate and be provided as per NDA's specific requirements at the agreed time. It will include but not limited to the following:

a) Travel

After hour report

Compliments and complaints

Consultant productivity report

Long term accommodation and car rental

Bookings outside travel policy (NDA will provide Travel policy)

b) Finance

Reconciliation of commissions/rebates or any volume driven incentives

Reconciled report for the travel lodge card statement

Creditor's ageing report

Creditor's summary report

No- show report.

Cancellation report

Refund log.

Open tickets report

Accident reports (Hired Cars)

Open Air Tickets and invoice analysis

4.5 Value Added Services

The TMC must provide the following value-added services:

a) Travel alerts

- b) Health warnings
- c) Visa information
- d) Location of hotels and restaurants
- e) Complimentary services
- f) SMS notifications for travel confirmations
- g) Global travel risk management
- h) And any other

4.6 Office Management

The TMC must ensure high quality service to be always delivered to NDA's travelers. The TMC is required to provide NDA with highly skilled and qualified human resources of the following roles but not limited to:

- a) Dedicated Travel Consultants/Agents
- b) Corporate Travel Coordinator
- c) Two in-house consultants to be based in NDA National office
- d) Finance Manager/Branch Accountant
- e) Account Manager/Client Relationship Manager
- f) Travel Desk Supervisor/ Team Leader

6.. PRICING MODEL

NDA requires bidders to submit bids based on the transactional fee model.

6.1 Transaction Fees

6.1.1 The transaction fee can be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.

7. Volume driven incentives

6.2.1 It is important for bidders to note the following when determining the pricing:

- i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and hotel facilities..
- ii. No override commissions earned through NDA reservations will be paid to the TMCs:

- iii. An open book policy will apply, and any commissions earned through the NDA volumes will be reimbursed to NDA;
- iv. TMCs are to book these negotiated rates or the best fares available, whichever is the most cost effective for the institution.

7. TECHNICAL EVALUATION CRITERIA

The following criteria will be used: After the closing date for the bid invitation, an appointed evaluation committee of NDA officials will evaluate the proposals.

7.1 Phase 1: Functionality/ Technical Evaluation

A minimum threshold of **90 points** should be obtained to qualify for the second phase of evaluation “Commercial Evaluation”.

The committee will evaluate each of the bid proposals received against the approved criteria as stated below:

Description	Weight
<p>1. Project Proposal</p> <p>The TMC must submit a detailed project proposal that demonstrate the service provider’s ability and extent to which the specific services required by the NDA will be addressed. The following elements must be addressed in the project proposal:</p> <ul style="list-style-type: none"> (a) Scope of work (40) points (see below breakdown as per Section 4 <ul style="list-style-type: none"> Travel Management Company requirements per 4.1.1 to 4.1.16 (16) points Financial Management 4.3.1- 4.3.9 (9) points Technology and information management reporting 4.4.1- 4.4.5 (5) points Value added services a-half a point each (4) points Office Management a-f (6) points 	40
<p>2. Past experience:</p> <p>The TMC MUST submit a minimum of four signed reference letters on the clients’ letterhead detailing the nature of the service rendered within the past five (5)</p>	20

Description	Weight
years. (Reference letter to include amongst other information, contact number, details of project manager and duration of the contract) <ul style="list-style-type: none"> Four reference letters (20 points) 	
3. Timeous Settling of Accounts The TMC MUST submit confirmation letters from their suppliers on timeously settlement of their accounts. The letters must be on the suppliers' letterhead and must be signed. <ul style="list-style-type: none"> At least one letter from each hotels (7), Car rentals (7), Shuttle services (6), must be submitted. 	20
4. Experience of the Team to be allocated to the NDA: The TMC should demonstrate the capacity of the team to carry out the work required in this Bid. Curriculum Vitae of not more than THREE pages must be submitted. <ul style="list-style-type: none"> Operations Manager: minimum of five years' experience required. (5) Key Accounts Manager: minimum of five years' experience required. (5) Finance Manager: minimum of five years' experience required. (5) Team Leader/Office Manager: minimum of three years' experience required (5) 	20
Total score	100
Minimum qualifying score	90

Note: Bidders who score less than 90 points on technical evaluation will not be evaluated further.

7.1 Clarification of scoring system for Technical Evaluation

a. Project Proposal

The TMC must submit a detailed project proposal that demonstrate the service provider's ability and extent to which the specific services required by the NDA will be addressed. The following elements must be addressed in the project proposal:

Project Proposal – Total: 40 Points

The proposal must address **all required elements** in Section 4. Points are allocated as follows:

Element	Maximum Points
Travel Management Requirements	16 points
Financial Management	9 points
Technology & Information Management Reporting	5 points
Value-Added Services half a point for each point	4 points
Office Management	6 points
Total	40 points

To earn full points, the proposal must comprehensively cover each component.

2. Past Experience – Total: 20 Points

The TMC must submit **signed reference letters** on client letterhead for services provided within the last **five (5) years**. Letters must comply with Section 3.1.9.

Points awarded:

Number of Letters Submitted	Points
Four letters	20 points
Three letters	15points
Two letters	10 points
One letter	5points

No points will be awarded if no acceptable letters are submitted.

3. Timeous (Timely) Settling of Accounts – Total: 20 Points

The TMC must provide **confirmation letters** from suppliers verifying timely settlement of accounts.

Each letter must be on supplier letterhead and signed.

Each category below earns **points per valid letter**:

Supplier Type	Points per Letter
Hotels	7
Car Rentals	7
Shuttle Services	6

If all Three categories include valid letters, the bidder earns **20 points**.

4. Experience of the Proposed Team – Total: 20 Points

Provide CVs (maximum 3 pages each) for the proposed project team. Minimum experience is required for each role.

Points are allocated as follows:

Role	Minimum Experience Required	Points
Operations Manager	5+ years	5 points
Key Accounts Manager	5+ years	5 points
Finance Manager	5+ years	5 points
Team Leader / Office Manager	3+ years	5 points
Total	—	20 points

8. COMMERCIAL EVALUATION

- a. Bids will be evaluated in accordance with the NDA’s Supply Chain Management Policy and Preferential Procurement Policy, 2023, using the 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price (the lowest acceptable bid will score 80 points and bidders that quoted higher prices will score lower points for price on a pro-rata basis).
- b. Bid proposals received will be evaluated in Four (4) phases, namely Phase 1: SCM administrative compliance, Phase 2: Compliance to Mandatory Requirements, Phase 3: Functionality and Phase 4: Evaluation in accordance with the 80/20 preference point system.
- c. Bid proposal must score a minimum of ninety (90) points out of hundred (100) points on functionality in order to qualify for advancement to the next phase of evaluation. Second phase, a bid proposal scoring less than eighty (90) out of 100 will not be considered for further evaluation and will be disqualified.
- d. Phase four : During this phase, bid proposals that passed the first phase will be further evaluated based on the 80/20 preference points system in accordance with the PPPFA Act, where 80 points will be attained in respect of price (the lowest acceptable bid will score 80 points and bidders that quoted higher prices will score lower points for price on a pro-rata basis), 10 points will be awarded for Enterprises owned by black people, 4 points for enterprise located in Gauteng Province,2

points for Enterprises owned by black African women, 2 points for Enterprises owned by black African youth and 2 points for Black African with disability. The CSD I AM register report will be used to allocate points claimed on the SBD 6.1. and the (80/20 system) will be applied in accordance with the table below:

Specific Goal	Number of points (80/20 system)
Enterprises owned by black people	10 points % shareholding by black people will determine the points scored
Enterprises located in Gauteng Province. <i>(A certified proof of address (municipal rates/stamped letter from a councillor) must be attached to claim points. The NDA will verify location using CSD report.</i>	4 points Should no declaration or proof be supplied, the bidder will score zero but will not be disqualified.
Enterprises owned by Black African Women	2 points %shareholding by the targeted group will determine the points scored
Enterprises owned by Black African Youth	2 points %shareholding by the targeted group will determine the points scored
Enterprises owned by Black African with Disability	2 points %shareholding by the targeted group will determine the points scored

e. The highest ranked bidder will be awarded the bid. It should be noted also that the NDA reserves the right not to appoint any service provider and no service provider will be reimbursed for any costs incurred whilst participating in this bid.

9. JOINT VENTURES, CONSORTIUMS, TRUST, PARTNERSHIP AND OR ANY FORM OF AGREEMENT.

- a) A joint venture, consortium, trust, partnership or any form of agreement will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- b) A joint venture, consortium, trust, partnership or any form of agreement will qualify for points for their B-BBEE status level as an unincorporated entity if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- c) Bidders must submit concrete proof of the existence of joint ventures, consortiums, trusts, partnership or any form of agreement. The NDA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- d) When bidding through a Joint Venture, consortium, trust, partnership or any form of agreement bidders must submit a Consolidated B-BBEE certificate if it is not an incorporated entity when responding to tenders. This means that the bidder will have to obtain a new B-BBEE certificate for the Joint Venture, which consolidates each participant's B-BBEE status level.
- e) All Joint ventures, consortiums, trust, partnership or any form of agreement must submit completed and signed SBD forms of each company separately.

10. CLIENT BASE

The NDA reserves the right to contact references” ***conduct due diligence***” during the evaluation and adjudication process to obtain information.

10. PACKAGING OF THE BID DOCUMENTS

The bidder shall place both the sealed Technical Proposal and Price/ Commercial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

11.1. Functionality/Technical Envelope

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE NATIONAL DEVELOPMENT AGENCY (NDA) OVER A PERIOD OF 60 - MONTHS

Bid closing date and time: **31 MARCH 2026 at 12h00**

Name and address of the bidder:

In this envelope, the bidder shall only address the Technical and Mandatory aspects of the bid as per Section 7 & 16 of this document.

11.2. Pricing/Commercial Envelope

Bid Ref: NDA08/FIN03/25

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE NATIONAL DEVELOPMENT AGENCY (NDA) OVER A PERIOD OF 60 - MONTHS

Bid closing date and time: **31 MARCH 2026 at 12h00**

Name and address of the bidder:

In this envelope, the bidder shall only provide the price/commercial proposal, and the SCM Administrative documents outlined in section 15 of this document.

12. PRICING

- (a) Bidders must submit a detailed cost breakdown for all applicable costs e.g. Initial setup costs, monthly costs, and any other applicable costs. All prices submitted must be inclusive of VAT.
- (b) Bidders must indicate if their prices will be fixed and firm for the duration of the proposed contract period, if not, the proposed escalations should be indicated.
- (c) Bidders must ensure that the quotes submitted have no arithmetic errors as NDA will not rectify any errors and no adjustments to quotations received will be permitted.
- (d) Bidders will carry the responsibility of ensuring that the proposals submitted have been signed by a duly authorised person. Should it be established after the submission of proposals that the signatory authorising the proposal is not legally

appointed by the service provider, the offer/proposal will be disqualified from the evaluation process.

- (e) All prices submitted should be typed in black ink or written in pen, proposals written in pencil will not be accepted and evaluated.
- (f) A two-envelope system will be used for the submission of proposals.

13. TENDER VALIDITY

All submitted bids must be valid for 150-days from the closing date of this bid.

14. NDA PAYMENT TERMS

Invoices will be paid 30-days from the date of submission and approval. All invoices must be sent to the following e-mail address: accounts@nda.org.za

15. SCM ADMINISTRATIVE REQUIREMENTS

- a) Valid Tax Clearance Certificate issued by the South African Revenue Services (SARS). Where consortium/joint ventures/sub-contractor are involved in each party to the association must submit a separate valid original Tax Clearance Certificate or SARS tax Pin or a CSD report.
- b) Signed agreements for joint ventures and/or consortium arrangements.
Bidders must also submit completed and signed SBD forms of each company separately.
- c) Company registration documents with the relevant authority (CIPC).
- d) A letter/resolution authorising the person signing the bid documents and contracts.
- e) All participating bidders must complete, sign and return ALL the attached SBD forms together with their proposals (SBD 1, 3.3 must be fully completed (supported with a detailed excel cost breakdown) ,4 and 6.1) together with their proposals. **NB: Bidders must claim specific goals by completing the SBD 6.1 (Failure to claim the specific goals points will result in not allocating the points). The points claimed will be verified using “CSD I AM REGISTERED”.**

Failure to submit a completed SBD 3.3 in full will render the bid non-responsive. Bidders must submit a detailed itemised price breakdown together with the SBD 3.3.

The total bid offer amount reflected on the SBD 3.3 must correspond with the submitted price breakdown.”

NB: Bidders who fail to submit any of the above required administrative documents or fail to comply with administrative requirements will be disqualified.

16. MANDATORY REQUIREMENTS

16.1 Active IATA Licence / Certificate: Bidders are required to submit their active International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date.

16.2 Active ASATA Licence / Certificate: Bidders are required to submit their active Association of South African Travel Agents (ASATA) licence/ certificate (certified copy) at closing date.

Failure to submit any of the required mandatory documents will result in immediate disqualification.

17. CENTRAL SUPPLIER DATABASE

The NDA will not appoint any supplier who is not registered as a prospective supplier on the central supplier database as required in terms of National Treasury Circular No. 3 of 2015/2016 and National Treasury SCM Instruction note 4 of 2016/2017.

18. CONTRACT AWARD

A binding contract will be signed after both parties have fully agreed to the scope of work and all terms and conditions. The NDA legal department will develop a draft contract that shall be used as the basis to finalise contract terms and conditions.

19. DISCLAIMER

(a) Whilst all due care has been taken in connection with the preparation of this bid, the NDA makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current or complete. The NDA and its officers and employees

will not be liable for any information communicated which is not accurate, current or complete.

- (b) If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NDA (other than minor clerical matters); the bidder must promptly notify NDA in writing of such discrepancy, ambiguity, error or inconsistency to allow the NDA to consider what corrective action is necessary (if any).
- (c) Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NDA will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- (d) No representations made by or on behalf of NDA about this bid will be binding on the NDA unless that representation is expressly incorporated into the contract ultimately entered into between NDA and the successful bidder.

20. ADDITIONS AND AMENDMENTS TO THE BID

- (a) The NDA reserves the right to change any information in, or to issue an addendum to this bid before the closing date and time. The NDA its officers and employees will not be liable in connection with either the exercise of or failure to exercise this right.
- (b) Should the NDA exercise its right to change the information in terms of clause 22.1 all amendments will be communicated to all bidders.

21. CONTENT PAGE

Participating bidders are required to submit a detailed content page and page dividers clearly indicating (cross-referencing) where each of the technical requirements is placed in their bid documents exactly as outlined in **section 7** (technical evaluation criteria) of this TORs. Any additional information that the supplier would like to provide should be referenced as well on the content page.

22. PRICE NEGOTIATIONS

- a) Where the bidder that scored the highest total points did not quote a reasonable or a market-related price, the NDA may negotiate with the bidder to offer a reasonable or market-related price, should the adjudicator agree to this.

- b) Should the bidder scoring the highest total points not agree on a reasonable or market-related price, the NDA may cancel the bid or negotiate with the bidder that scored the second highest total points or the third highest total points, in that order.

23. SPECIAL COMMERCIAL CONDITIONS OF THIS BID

NDA reserves the right to.

- (a) To accept part of a tender rather than the whole tender.
- (b) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- (c) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- (d) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- (e) Award to multiple bidders based either on size or geographic considerations.

24. ETHICS AND AWARENESS TO SERVICE PROVIDERS

NDA pledges towards high ethical conduct in dealing with Service Providers

- *NDA is committed to highest standard of ethics in conducting its business and encourages all stakeholders to contribute towards building ethical culture within the organization.*
- *NDA shall not demand money from Service Providers to get work (tenders and quotations) from the organization.*
- *Suppliers are prohibited to induce NDA employees through gifts in order to directly and indirectly benefit business from NDA.*
- *NDA has a strict gift policy to ensure that gifts received from Suppliers are properly declared to ensure transparency.*
- *Any unethical behaviour that is compromising by NDA employees shall be reported to Fraud/ethics Hotline:0800 701 701*

I HAVE READ AND UNDERSTOOD THE NDA PLEDGE THAT PROMOTE HIGHLY ETHICAL CULTURE. I WILL, TO THE BEST OF MY ABILITY, ADHERE TO AND HONOUR THIS PLEDGE IN MY PROFESSIONAL DEALINGS WITH NDA.

Signature: Representative of the Service Provider

Date

Name: Representative of the Service Provide

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEVELOPMENT AGENCY (NDA)					
BID NUMBER:	NDA08/FIN03/25	CLOSING DATE:	31 MARCH 2026	CLOSING TIME:	12h00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF TRAVEL MANAGEMENT SERVICES TO THE NATIONAL DEVELOPMENT AGENCY (NDA) OVER A PERIOD OF 60 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
26 WELLINGTON ROAD					
PARKTOWN					
JOHANNESBURG					
2193					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms.NOMVULA MOLOI		CONTACT PERSON	MS THEMBI RAULINGA	
TELEPHONE NUMBER	011 018-5562		TELEPHONE NUMBER	011 018-5562	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Nomvulam@nda.org.za		E-MAIL ADDRESS	Thembir@nda.org.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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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 PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: NDA08/FIN03/25
CLOSING TIME 12:00	CLOSING DATE: 31 March 2026

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....
TOTAL: R.....			

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

Bid No.:

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to:

Ms. Nomvula Molo
Email : Nomvulam@nda.org.za
Tel: **011 018-5562**

For technical information:

Ms. Thembi Raulinga & Ms. Nyali Morailane
Email: Thembir@nda.org.za / Nyalim@nda.org.za

Tel: **011 018 -5537**

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
P_t = Price of tender under consideration
P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by black people		10 points		
Enterprises located in Gauteng Province		4 points		
Enterprises owned by Black African Women		2 points		
Enterprises owned by Black African Youth		2 points		
Enterprises owned by Black African with Disability		2 points		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

State Owned Company
[TICK APPLICABLE BOX]

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

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

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

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) 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
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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 23.

23. Termination for default

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

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

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 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.