



## **REQUEST FOR BIDS**

**APPOINTMENT OF 3 (THREE) SERVICE PROVIDERS TO RENDER CO-SOURCED LEVY AUDIT SERVICES TO THE NRCS FOR A PERIOD OF THIRTY-SIX (36) MONTHS (NRCS 006-2024/2025)**

**COMPULSORY BRIEFING SESSION TO BE HELD ON 28 FEBRUARY 2025 @ 10H:00, AT THE NRCS PREMISES,  
ADDRESS SABS CAMPUS, 1 DR LATEGAN ROAD, GROENKLOOF, PRETORIA, 0001**

**CLOSING DATE AND TIME: 17 MARCH 2025 AT 11H00**

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## 1 INVITATION TO BID

PART 1  
INVITATION TO BID

## SBD 1

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS (NRCS)**

**BID NUMBER: NRCS 006-2024/2025 CLOSING DATE: 17 MARCH 2025 CLOSING TIME: 11:000**

**DESCRIPTION APPOINTMENT OF THREE (03) SERVICE PROVIDERS TO RENDER CO-SOURCED LEVY AUDIT SERVICES TO THE NRCS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED

**SABS PREMISE, NRCS TENDER BOX**

**1 DR LATEGAN ROAD**

**GROENKLOOF, PRETORIA**

**0001**

**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				
	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:		

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	NRCS	CONTACT PERSON	Mandla Mokoena
CONTACT PERSON	Thobela Mqikela	TELEPHONE NUMBER	012-482-8922
TELEPHONE NUMBER	012-482-8831	FACSIMILE NUMBER	-
FACSIMILE NUMBER	-	E-MAIL ADDRESS	mandla.mokoena@nrcs.org.za
E-MAIL ADDRESS	thobela.mqikela@nrcs.org.za		

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**2 PRICING SCHEDULE****SBD 3.3**

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: .....	BID NO.: <b>NRCS 006-2024/2025</b>
CLOSING TIME <b>11:00</b>	CLOSING DATE: <b>17 MARCH 2025</b>

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

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

**NB: BIDDERS MUST INDICATE A CONTINGENCY FEE (%) OFFERED PER SCALE RANGE AND TOTAL COST BREAKDOWN FOR THIS ASSIGNMENT USING THE TABLE BELOW.**

- The accompanying information must be used for the formulation of proposals.
- This tender must be priced on a percentage (%) of all successful collections on a contingency basis.
- Bidders must indicate the contingency fee percentage under column B for each range of amount recovered for the NRCS as a result of the levy audit.
- The amounts indicated in column B are purely estimates to be used for evaluation purposes. The actual amounts to be recovered will be based on the actual audit outcomes for each transaction that will be audited.
- The total amount inclusive of VAT will be utilized for price and preference point scoring as per the attached SBD6.1
- The top three scoring bidders will be appointed for this tender. However, the NRCS reserves the right to appoint less than three bidders should the circumstances dictate.
- The contingency fee offered in column C is to be fixed for the duration of the contract. Successful bidder(s) will be paid the agreed contingency fee % based on the range and actual amount recovered by the audit firm per client audited.

**SCALE RANGE AND TOTAL COST BREAKDOWN TABLE (Bidders must complete columns C and D)**

Range (A)	Estimated amount to be recovered by audit firm (B)	Percentage (%) offered for all successful collections on a contingency basis (C)	Estimate Amount (Contingency Fee) to be paid to successful bidder based on % offered <b>D=(BxC)</b>
R1 < R2 million recovered by audit firm	R 1 500 000	%	R
>R2 million < R5 million recovered by audit firm	R 2 500 000	%	R
>R5 million recovered by audit firm	R 5 500 000	%	R
<b>Sub-Total</b>			R
<b>15% VAT</b>			
<b>Total</b>			

Any enquiries regarding bidding procedures may be directed to the –

Thobela Mqikela

Tel: 012 482- 8831

E-mail: [thobela.mqikela@nrcs.org.za](mailto:thobela.mqikela@nrcs.org.za)

Or for technical information –

Contact Person: Mandla Mokoena

Tel: 012 482-8922

E-mail address: [mandla.mokoena@nrcs.org.za](mailto:mandla.mokoena@nrcs.org.za)

**3. SBD 4****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
.....

- 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:

.....  
.....

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.
- 3.4 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.
- 3.5 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.
- 3.6 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

<sup>2</sup> 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.

**4. 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.

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
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS:</b>	
B-BBEE Level 1	20
B-BBEE Level 2	18
B-BBEE Level 3	14
B-BBEE Level 4	12
B-BBEE Level 5	8
B-BBEE Level 6	6
B-BBEE Level 7	4
B-BBEE Level 8	2
Non-compliant contributor	0
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

80/20	or	90/10
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
-------	----	-------

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

or

$$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = 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—
- 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
  - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level 1	20	
B-BBEE Level 2	18	
B-BBEE Level 3	14	
B-BBEE Level 4	12	
B-BBEE Level 5	8	
B-BBEE Level 6	6	
B-BBEE Level 7	4	
B-BBEE Level 8	2	
Non-compliant contributor	0	

**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:** .....

.....

.....



**5 CERTIFICATE OF ATTENDANCE OF BRIEFING SESSION / SITE MEETING**

**CERTIFICATE OF ATTENDANCE AT BRIEFING SESSION / SITE MEETING**

**NRCS 006-2024/2025**

This is to certify that I, .....

Representative of (Bidder) .....

of (address) .....  
.....

Telephone number .....

Fax number .....

E-mail .....

Attended the briefing session / site meeting (date) ..... conducted by

(Employer's representative) .....

**SIGNATURE OF PERSON AUTHORISED TO SIGN THE BID/ TENDER:**

.....

**DATE:**

.....



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## 6. AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority **by attaching to this form** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

**An example for a company is shown below:**

“ By resolution of the board of directors passed on \_\_\_\_\_ 20\_\_\_\_\_

Mr \_\_\_\_\_ has been duly authorized to sign all

documents in connection with the Tender for Contract \_\_\_\_\_

No \_\_\_\_\_ and any Contract, which may arise there from on behalf of

\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

AS WITNESSES: 1 \_\_\_\_\_

2 \_\_\_\_\_

**7 REQUEST FOR BID****INVITATION FOR PROSPECTIVE BIDDERS**

National Regulator for Compulsory Specifications (NRCS) hereby invites prospective bidders with proven record to tender for the bids as follows:

<b>BID</b>					
RFB No.	Service Description	Evaluation Criteria	Accessibility Dates for documents	Compulsory briefing session	Closing Date
NRCS 006-2024/2025	Appointment of three (03) service providers to render sourced levy audit services to the NRCS for a period of thirty-six (36) months	Minimum requirement, 80/20 & Functionality	12 February 2025 to 17 March 2025 ( <a href="http://www.nrcs.org.za">www.nrcs.org.za</a> ) OR ( <a href="https://www.etenders.gov.za/">https://www.etenders.gov.za/</a> )	28 February 2025 @ 10h00	17 March 2025 @ 11h00

**NOTE: BID DOCUMENTS COULD BE DOWNLOADED ON THE NRCS WEBSITE ([WWW.NRCS.ORG.ZA](http://WWW.NRCS.ORG.ZA)) OR/AND THE NATIONAL TREASURY E-PORTAL WEBSITE. SHOULD A BIDDER OPT TO COLLECT THE DOCUMENTS FROM THE NRCS AND AMOUNT OF R 250.00 SHOULD BE PAID INTO THE FOLLOWING ACCOUNT AND PROOF OF PAYMENT (RECEIPT) BE PRODUCED:**

**Account Name:** National Regulator for Compulsory Specifications

**Bank:** ABSA

**Branch Name:** Brooklyn

**Branch Code:** 335345

**Account No:** 4072161682

**Account Type:** Current

Sealed documents individually marked the above reference and description, must be placed in the Tender box situated at ground floor, SABS Campus by the closing date and time. All Suppliers are encouraged to make their submission before the closing date and time. Bids will be publicly opened at SABS Campus 1 Dr Lategan Road, Groenkloof, Pretoria. No tenders will be accepted after the closing time. No tender per facsimile, posted or e-mailed will be accepted.

All Suppliers are encouraged to make their submission before the closing date and time. Bids will be publicly opened at the addresses mentioned above. No tenders will be accepted after the closing time. No tender per facsimile, posted or e-mailed will be accepted.

Administrative enquiries can be directed to Ms. Thobela Mqikela ([Thobela.mqikela@nrcs.org.za](mailto:Thobela.mqikela@nrcs.org.za))

Technical Enquiries: Mr. Mandla Mokoena ([Mandla.mokoena@nrcs.org.za](mailto:Mandla.mokoena@nrcs.org.za))

NRCS is not obliged to appoint the cheapest tenderer and reserves the right not to accept any submission and to re-advertise if it so wishes. Service providers will be adjudicated according to the Supply Chain Management Policy using the point system mentioned above, based on the Preferential Procurement Policy Framework Act, Act 5 of 2005, preferential procurement regulations 2011, Public Finance Management Act, Act 1 of 1999, as well as the Broad Based Black Economic Employment Act, Act 53 of 2003.



## 8 GENERAL CONDITIONS OF CONTRACT

**THE NATIONAL TREASURY**  
Republic of South Africa

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
July 2010

### 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.

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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 anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad 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](http://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**

7.1.1 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.

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

#### **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).



- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## 9. SUPPLIER DECLARATION FORM

### NRCS SUPPLIER DECLARATION FORM

The Financial Director or Company Secretary

NRCS Vendor Management has received a request to load your company on to the NRCS vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A sworn affidavit confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from a SANAS accredited verification agency.

**NB:**

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective NRCS business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective NRCS business unit etc.*

### **IMPORTANT NOTES:**

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, sworn affidavit confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from a SANAS accredited verification agency, should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from a SANAS accredited verification agency).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from a SANAS accredited verification agency.
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the NRCS person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the NRCS Official who is intending to procure your company's services/products in order that he/she should complete and Internal NRCS Departmental Questionnaire before referring the matter to the appropriate NRCS Vendor Master Office.**

Regards,

NRCS Vendor/Supplier Management *[please substitute this with your relevant NRCS department before sending this document out]*



## Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							

## BEE Ownership Details

% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate			Yes	No	
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ		Permanent		Part time	

NRCS Contact Person			
Contact number			
NRCS operating division			

## Duly Authorised To Sign For And On Behalf Of Firm / Organisation

Name		Designation	
Signature		Date	

## Stamp And Signature Of Commissioner Of Oath

Name		Date	
Signature		Telephone No.	

**NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the NRCS Official who is intending to procure your company's services/products.**

## 2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(\* - Minimum requirements)

<b>2.1</b>	<b>Indicate the business sector in which your company is involved/operating:</b>		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

<b>2.2</b>	<b>What is your company's annual turnover (excluding VAT)? *</b>								
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

<b>2.3</b>	<b>Where are your operating/distribution centres situated *</b>		

### 3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

(\* - Minimum requirements)

<b>3.1</b>	<b>Did the firm previously operate under another name? *</b>		
YES		NO	

<b>3.2</b>	<b>If Yes state its previous name:*</b>	
Registered Name		
Trading Name		

<b>3.3</b>	<b>Who were its previous owners / partners / directors?*</b>	
SURNAME & INITIALS	ID NUMBERS	

<b>3.4</b>	<b>List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *</b>
------------	--

SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

**3.5** List details of current directors, officers, chairman, secretary etc. of the firm: \*

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

**3.6** List details of firms personnel who have an ownership interest in another firm: \*

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE BUSINESS OF OTHER FIRM

#### 4. VENDOR DETAIL

(Please tick as applicable) (\* - Minimum requirements)

**4.1** How many personnel does the firm employ? \*

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

**4.1.1** In terms of above kindly provide numbers on women and disabled personnel? \*

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

**4.2** Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company \*

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

**4.2.1** Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

YES		NO	
-----	--	----	--

**4.2.2** Is your company a recipient of Enterprise Development Contributions?\*

YES		NO	

4.2.3	May the above mentioned information be shared and included in NRCS Supplier Database for future reference? *
-------	--

YES		NO	
-----	--	----	--

4.2.4	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *
-------	--

YES		NO	
-----	--	----	--

4.2.5	If yes (above) kindly provide the following information:
-------	--

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.2.6	In terms of above kindly provide numbers on woman and disabled personnel:
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	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7	Are any of your members/shareholders/directors ex employees of NRCS?
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YES		NO	
-----	--	----	--

4.2.8	Are any of your family members employees of NRCS?
-------	---

YES		NO	
-----	--	----	--

4.2.9	If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees
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SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

**DECLARATION**

I, the undersigned hereby declare, in my capacity as \_\_\_\_\_

and duly authorised thereto, that the information furnished is true and correct and I hereby indemnify the South African NRCS from any loss and/or damages howsoever caused that I or any other party may suffer as a result of the said information being incorrect.

DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF ENTERPRISE/ORGANISATION:

Name:	Signature:	Date:	Telephone
Address:			

**ANNEXURE A**

**TERMS OF REFERENCE**

**APPOINTMENT OF THREE (03) SERVICE PROVIDERS TO RENDER CO-SOURCED LEVY AUDIT SERVICES TO THE NRCS FOR A PERIOD OF THIRTY-SIX (36) MONTHS (NRCS 006-2024/2025)**

**COMPULSORY BRIEFING SESSION TO BE HELD PHYSICALLY ON 28 FEBRUARY 2025 @ 10H:00, AT THE NRCS PREMISES, ADDRESS SABS CAMPUS, 1 DR LATEGAN ROAD, GROENKLOOF, PRETORIA, 0001**

**CLOSING DATE AND TIME: 17 MARCH 2025 AT 11H00**

Enquiry: Mandla Mokoena  
Telephone: 012 482 8922  
E-mail: [mandla.mokoena@nrcs.org.za](mailto:mandla.mokoena@nrcs.org.za)

## 1. BACKGROUND

The National Regulator for Compulsory Specifications (NRCS) was established on the 1st of September 2008, under the auspices of the National Regulator for Compulsory Specifications Act, 2008 (Act 5 of 2008) hereinafter called the NRCS Act and is defined as a Section 3A organization under the Public Finance Management Act, 1999 (Act 1 of 1999).

The NRCS is primarily responsible for the administration of three Acts that reside under its jurisdiction, namely the NRCS Act, the Legal Metrology Act, 2014 (Act 9 of 2014) hereinafter called the LM Act, and the National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977) hereinafter NBR Act. The NRCS also administers regulations that fall under the jurisdiction of other governments departments, as per agreements.

## 2. OBJECTIVES

- The NRCS collects fees otherwise referred to as levies in terms of the NRCS Act 5 of 2008. The levies rely on declarations made by manufacturers or importers of regulated products on bi-annual basis as per the customer submitted levy return forms.
- The objective of this tender is to appoint three (3) suitable independent firms of Registered Accountants and Auditors to provide a co-sourced levy audit function for a period of 36 months. To determine if levies are correct, by conducting levy audits to identify, calculate and collect levies due to the NRCS. The audit can be performed for a company that have failed to declare levies (non-declaration), where the company declared zero (nil declaration) and where the company declared lesser quantities than produced or imported (under declaration)

Note: For more information on the background of the NRCS please refer to **Annual Report: 2023/2024** available on the NRCS's website address: [www.nrcs.org.za](http://www.nrcs.org.za).

## 3. DEFINITIONS

In this contract and any Annexure thereto, unless inconsistent with the context:

- i. "Assignment" means specialist levy audit services or work in relation to the contract. Refer to section 4 below of the scope of work;
- ii. "Data" means electronic representations of information in any form (as per the **ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002**);
- iii. "Nil return": a levy return on which a levy payer has declared that it had no regulated imports or manufactured products within a specific levy period
- iv. "Non-return" refers to a levy payer that is a manufacturer or importer of a regulated product where a compulsory specification applies and has failed to submit a levy form to the NRCS. This includes both registered and non-registered entity/ies with the NRCS;
- v. "Proposal" means the tender proposal as submitted by the Tenderer in response to this invitation of bid
- vi. "Successful collection" means a levy audit that has been completed, invoiced and paid into the NRCS bank account;
- vii. "Under-declaration" refers to levy returns where volumes of import or manufacture of regulated products were declared, but objective evidence exists that these volumes were not correctly declared;
- viii. "Levy period" means a levy period as defined by a Minister by notice in the Gazette, these are periods where the Levy payers are using to declare divided into two periods, Period A (1<sup>st</sup> January to 30<sup>th</sup> June) and Period B (1<sup>st</sup> July to 31<sup>st</sup> December).



#### 4. SCOPE OF THE CO-SOURCED LEVY AUDIT FUNCTION

For a defined levy period: The scope of the co-sourced levy audit function includes the following:

- i. Levy declarations; determine whether the levy payer has submitted to the National Regulator an accurate or detailed return on the prescribed form of the total quantities of any commodity or product manufactured, built or imported by such person for products that are subject to compulsory specifications and collect outstanding levies
- ii. Payment of levies; determine whether payment of levies in the respective levy periods are paid on the prescribed due date following an expiry of such a period.
- iii. Nil returns; Determine whether the prescribed records are correct and the levy payers have not manufactured and/or imported during the period under review. If NRCS is being owed, collect outstanding levies.
  - a. Non-returns - Determine whether the prescribed records are correct and determine the correct production/import figures and collect any outstanding levies.
  - b. In a case where the levy payer fails to submit a levy return or submits inaccurate return, recommends to the NRCS to estimate the amounts of commodities or products or determine the period of services provided to a maximum of five years for NRCS to hold a levy payer liable for the levy calculated in accordance with the estimates.
  - c. Assist the NRCS with ad-hoc cases referred by business unit of non-registered companies, companies that refuse to register, companies that undertake ad-hoc imports as well as companies that have inaccurately declared. to be brought on par with the NRCS levy requirements.
  - d. The NRCS may also refer to the auditors, companies that must be audited, based on information within the NRCS disposal, and in such cases, the auditors will be required to conduct extensive audit.
- iv. Submit a prescribed close-out report per audited levy payer including all the supporting evidence (written or electronic)
- v. Be prepared to take a role of an expert witness for the NRCS case in the event of litigation arising from such audits.

#### 5. DESCRIPTION AND EXTENT OF WORK

##### 5.1 Conducting an assignment

- ✓ Each assignment shall consist of the following procedures:
  - a. Engagement letter as prescribed by Section 24 of the NRCS Act No 4 of 2008 and meeting the requirements and relevant auditing standards.
  - b. Pre-audit survey (e.g. Market survey based on Companies and Intellectual Property Commission (CIPC))
  - c. Record of inception meeting
  - d. Record of prior work performed by NRCS on the levy payers.
  - e. To be accompanied by the NRCS Levy Auditor or representative where necessary

##### 5.2 Timing of assignments

- ✓ All assignments are to be carried out according to the approved scope of the audit.

##### 5.3 Independence and objectivity of Audit staff

- ✓ In carrying out the work, the consultants must ensure that their employees maintain their objectivity by remaining independent of the activities they audit. The consultant shall:
  - (i) Have no executive or managerial power, functions or duties except those relating to the levy audit.
  - (ii) Not be involved in the day-to-day operation of the organisation,

##### 5.4 Monitoring progress of assignments

- ✓ On completion of the project, the consultants shall submit their reports to the Chief Financial Officer (CFO). On a monthly basis, the consultants shall prepare a progress report to the CFO on the progress of the audit performed and on a quarterly basis a report

to the Chief Financial Officer (CFO) on progress against the plan, significant findings and administrative matters.

## 5.5 Logistics

- 5.5.1 The consultant firms should be able to cover assignments as required in all provinces across South Africa.
- 5.5.2 The NRCS will reimburse for airfare, accommodation and car rental of the consultants' employees as per the NRCS Travel and Subsistence Policy.
- 5.5.3 Travelling costs and time spent or incurred between the service provider offices and the NRCS or home and office of the consultant including their staff shall not be for the account of the NRCS. The consultants shall be required to visit the NRCS's premises as and when required.
- 5.5.4 The NRCS shall not provide office space including stationery to the preferred bidders during the tenure of the contract.
- 5.5.5 The consultants shall be responsible for its own employees' salaries and IT requirements.

- **Resources: Profile of Consultant's Senior Staff**

- "Manager" means the person supervising the project on behalf of the partner;
- "Partner" means the partner in the Consulting firm responsible for the audit function who will sign the relevant reports;
- "Senior" means the full-time leader of the audit team responsible for performing the field work.

## 5.6 Reporting of levy audit results

The structure of the report to be provided to the CFO on a monthly basis not limited to the following:

- i. Introduction
- ii. Audit Objective and Scope
- iii. Background
- iv. Executive Summary
- v. Comprehensive details of companies audited
- vi. Findings, amount identified and collected, with recommendations and;
- vii. Levy payer feedback (refers to the feedback of the company that was audited)
- viii. Conclusion

These reports need to be summarised into a final closeout report that shall be presented to the CFO upon completion of the 36 months' project.

- **Fraud and irregularities**

- In planning and conducting its work, the consultants should seek to identify serious defects in the levy audit controls, which might result in possible malpractices; any such defects must be reported immediately to the CEO, without disclosing these to any other staff.
- In instances where the consultants have detected the colluding or suspicious activities involving NRCS staff member and the levy payer, such should be reported to the CEO. This also applies to instances where serious fraud and irregularity is uncovered.
- The NRCS Fraud and Prevention Policy will be adhered to, in relation to the NRCS staff members and consultants themselves, and for the levy payer the relevant prescripts and legislations relating to fraud or irregularities will apply.

- **Continuity and profile of senior staff**

The consultants must guarantee the availability, when needed of the senior in charge of project throughout the duration of the contract, unless agreed otherwise with the NRCS's CFO. If the senior has to leave the project, a period of at least a month is required, in which the senior must work parallel with the next person appointed able to transfer skills and knowledge. The NRCS shall not pay for any unproductive or duplicated time spent by the consultants on any audit because of staff changes.

## 6. SPECIAL CONDITIONS

Below are the special conditions to this bid:

- i. All intellectual proprietary rights emanating from this project will vest with the NRCS;
- ii. All working papers files, data etc. shall become the property of NRCS, and must be delivered to NRCS on conclusion of the project after the expiry of the 3 (three) years;
- iii. Bidders must, where required, be willing to do the work in line with the already existing internal audit methodology or any other prescribed methodology and approach of the NRCS;
- iv. Supporting documents for all disbursement incurred must be submitted to the NRCS together with the invoices;
- v. Invoice will be on a recovery base, when money has been received by the NRCS into its bank account, then the consultants can claim for its contingency fee.
- vi. Provide dedicated time to the NRCS and deploying qualified and experienced Auditors to visit the NRCS as per the approved project plan.
- vii. Should the resource(s) provided to render the services to the NRCS resigns or any other acts of God, the appointed bidder is to provide resource(s) with similar skills. The NRCS reserves the right to verify the resources provided at any given time.
- viii. In cases where a bidder will be sub-contracting, proof of documentation for the subcontractor should be submitted as well i.e. BBBEE, company registration documents and sub-contractor agreement signed by both or all parties. Further to this the company they intend subcontracting to, also give evidence as mentioned in point 8 of this ToR, and present Previous experience of the service provider in Financial audits within the South African Public Sector. The Supplier shall not without the prior written consent of the CEO of the NRCS, sub contract any of the Services required in terms of this Agreement to any third party.
- ix. The NRCS will not award the bid to any prospective bidder who has not registered on the Central Supplier Database as regulated.
- x. All bidders should initial every page of the bid document.
- xi. Copy and Distribute:
  - a. The NRCS shall be entitled to copy, reproduce and/or distribute submissions of all copies sent to the NRCS by the respondent in response to and/or in connection with this bid, among its employees to be used for further development of the NRCS project.
- xii. The preferred bidders are expected to have a valid cover of the professional, indemnity and public liability insurance covers for the entire duration of the contract.
- xiii. No services will be rendered without a contract being signed by both parties.
- xiv. The NRCS reserves the right to award the bid in full or part or cancel it.
- xv. The NRCS reserves to award less than 3 service providers where circumstances may dictate.

## 7. DURATION

The duration of the project is for thirty-six (36) months from the date of appointment subject to the Service Level Agreement being concluded and agreed by all Parties.

## 8. Procurement policies and procedures

The general conditions of tender, contract and order will be applicable to this tender.

## 9. MINIMUM REQUIREMENTS

Please note that failure to adhere to the following requirements **will lead** to an immediate disqualification:

- a) Team leader's (or a senior member) proof of membership registration with the relevant Professional South African Bodies (e.g. SAICA, IIA (SA)
- b) Team leader's (or a senior member) proof of professional registration with the relevant Professional South African Bodies as a CA (SA) or CIA.
- c) Team members' proof of NQF level 6 academic qualification in accounting/auditing including copies of curriculum vitae.
- d) Late Submissions will not be accepted
- e) Proof of attendance of compulsory briefing session.

NB: Bidders are required to complete and sign SBD forms 1, 3.3, 4, and 6.1. Failure to submit these forms as required may lead to disqualification or non-allocation of preference points where applicable. Bidders must also ensure:

- a) Registration on Central Supplier Database (CSD)
- b) Tax compliance status

## 10. EVALUATION CRITERIA

Minimum Required Score for functionality is **60% out of 100% and any bidder scoring less than 60% will not be considered for further evaluation.** Bidders meeting the minimum score of 60% out of 100% will be evaluated on price and preference.

Phases of SCM processes	Total%	Minimum requirement to qualify for next phase of evaluation
1. Functionality evaluation	100%	60% or more of functionality evaluation

### FUNCTIONALITY EVALUATION CRITERIA

**NOTE:** For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned. The NRCS reserves the right to confirm/verify any information provided, as well as seek further clarity where required.

No	Description Of Functionality Criteria	Weight
1	<p>Previous experience of the service provider in Financial audits. Letters should not be older than 5 years and should be on the company letterheads.</p> <p>5 references letters from different companies with recent contactable details on similar services rendered = 5 Points</p> <p>4 references letters from different companies with recent contactable details on similar services rendered = 4 Points</p> <p>3 references letters from different companies with recent contactable details on similar services rendered = 3 Points</p> <p>2 references letters from different companies with recent contactable details on similar services rendered = 2 Points</p> <p>1 references letters from different companies with recent contactable details on similar services rendered = 1 Point</p>	30

2	<p>The service provider should have a minimum of three years of existence. Attach CIPC registration documents.</p> <p>Five years and above -5 points Four years -4 points Three years-3 points Two years -2 points One year-1 point No submission-0 point</p>	20
3	<p>Approach and methodology of the services as to how the services will be rendered, 1. Demonstration of risk assessment, 2.Planning of audits,3 Execution (control adequacy and effectiveness assessments ), 4 Audit reporting, 5 Project management methodology, 6 Indication of risk based approach to levy audits, 7 Skills transfer plan covering NRCS's staff , 8 Customer relations management: Commitment to respond to all of NRCS's enquiries or requests timeously,</p> <p>5 = Detailed methodology demonstrating bidder's adequate understanding of the scope and ability to render the service with information exceeding the expected elements of the methodology clearly outlined. 4 = Detailed methodology demonstrating bidder's adequate understanding of the scope and ability to render the service with all expected elements of the methodology clearly outlined 3 = Detailed methodology demonstrating bidder's adequate understanding of the scope and ability to render the service with most of the expected elements of the methodology clearly outlined 2 = Methodology demonstrating basic understanding of the scope and ability to render the service with some of the expected elements clearly outlined 1 = Methodology barely demonstrating understanding of the scope and ability to render the service with basic information addressing some of the expected elements 0 = No methodology</p>	30
4	<p>Relevant qualification and experience of the project team in line with the scope of work in the Financial field. The team should have as a minimum adequate <b>admin support</b> skills.</p> <p>4 and above years relevant experience: 5 points 3 years relevant experience: 4 points 2 years relevant experience: 3 points 1 year relevant experience: 2 points Less than a year relevant experience: 1 point</p>	10
	<p>Relevant qualification and experience of the project team in line with the scope of work in the Financial field. The team should have as a minimum adequate <b>leadership &amp; project management</b> capability skills.</p> <p>10 and above years relevant experience: 5 points 8-9 years relevant experience: 4 points 5-7 years relevant experience: 3 points 4 years relevant experience: 2 points 3 years and lower relevant experience: 1 point</p>	5

	Relevant qualification and experience of the project team in line with the scope of work in the Financial field. The team should have adequate <b>technical auditing</b> skills.	<b>5</b>
	10 and above years relevant experience: 5 points	
	8-9 years relevant experience: 4 points	
	5-7 years relevant experience: 3 points	
	4 years relevant experience: 2 points	
	3 years and lower relevant experience: 1 point	
<b>TOTAL WEIGHTING</b>		<b>100%</b>
<b>MINIMUM QUALIFYING THRESHOLD</b>		<b>60%</b>

A bidder/s that score less than **60%** out of 100% in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified. Bidder/s that meets the minimum required percentage threshold, will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated 2022 Regulations issued by the National Treasury.

## 11. PACKAGING OF BID

Bid No. **NRCS 006-2024/2025**

Description: **Appointment of three (03) service providers to render co-sourced levy audit services to the NRCS for a period of thirty-six (36) months**

Bid closing date and time: 17 March 2025 at 11H00 (Submission of late bids will not be accepted)

Name and address of the bidder: \_\_\_\_\_

### Submission of USB flash drive and Hard copies

The above must contain an electronic version and a true copy of the Technical proposal. **NB: The bid proposal envelope shall contain one original hard copy document, clearly marked "original", and three (3) hard copies, clearly marked "Copy" (i.e. three documents to be included in each envelope), as well a soft copy on the memory stick (USB) be submitted.**

**Bidders may courier the bid proposal, the onus is on the bidder to ensure that their bid proposal is received by the due date and time by the NRCS.**

The bids are to be delivered at the following address: **SABS Campus 1 Dr Lategan Road, Groenkloof, Pretoria NRCS tender box.**

Sealed documents individually marked the above reference and description, must be placed in the Tender box marked NRCS situated at ground floor, SABS Campus by the closing date and time. All Suppliers are encouraged to make their submission before the closing date and time. Bids will be publicly opened at the SABS Campus 1 Dr Lategan Road, Groenkloof, Pretoria. No tenders will be accepted after the closing time. No tender per facsimile, posted or e-mailed will be accepted. Bidders can courier the bid proposal, the onus is on the bidder to ensure that their bid proposal is received by the due date and time by the NRCS.

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**12. BRIEFING SESSION**

There will be a compulsory briefing session for this bid, bidders are still encouraged to enquire or seek clarity to any aspect of the bid no later than 72 hours before closing date using [SCM@nrccs.org.za](mailto:SCM@nrccs.org.za)/ [thobela.mqikela@nrccs.org.za](mailto:thobela.mqikela@nrccs.org.za) .

**13. BID DOCUMENT CHECKLIST**

A completed and signed bid document must be submitted in a file. The bid/tender documentation must be placed into a file with dividers between every schedule. The schedule must be numbered as follows:

Item	Description	Submitted (Yes/No)
Schedule 1	All documents for minimum requirements	
Schedule 2	The Functionality criteria documentation	
Schedule 3	Certified ID copies of the directors / trustees / shareholders and their shareholding percentages	
Schedule 4	Sworn Affidavit or valid B-BBEE status levels verification certificate or CIPC B-BBEE Certificate substantiating your B-BBEE rating	