



**APPOINTMENT OF A TRAVEL MANAGEMENT AGENCY TO RENDER TRAVEL SERVICES TO THE NRCS FOR A
PERIOD OF 36 (THIRTY-SIX) MONTHS (NRCS 007-2024/2025)**

**COMPULSORY BRIEFING SESSION TO BE HELD ON 28 JANUARY 2025 @ 10:30, AT THE NRCS PREMISES,
ADDRESS SABS CAMPUS, 1 DR LATEGAN ROAD, GROENKLOOF, PRETORIA, 0001**

CLOSING DATE: 10 FEBRUARY 2025 @ 11:00

1. PART A
INVITATION TO BID
SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS (NRCS)					
BID NUMBER:	NRCS 007-2024/2025	CLOSING DATE:	10 FEBRUARY 2025	CLOSING TIME:	11:000
DESCRIPTION	APPOINTMENT OF A TRAVEL MANAGEMENT AGENCY TO RENDER TRAVEL SERVICES TO THE NRCS FOR A PERIOD OF 36 (THIRTY-SIX) 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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ 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)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	NRCS	CONTACT PERSON	Mandla Mokoena
CONTACT PERSON	Don Mandlazi	TELEPHONE NUMBER	012 482 8922
TELEPHONE NUMBER	012-482-8921	FACSIMILE NUMBER	-
FACSIMILE NUMBER	-	E-MAIL ADDRESS	mandla.mokoena@nrcs.org.za
E-MAIL ADDRESS	don.mandlazi@nrcs.org.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

2 PRICING SCHEDULE

SBD 3.1 PRICING

NAME OF BIDDER:

BID NO: **NRCS 007-2024/2025**

CLOSING TIME **11:00**

CLOSING DATE: **10 FEBRUARY 2025**

SCHEDULE – FIRM PRICES

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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NOTE: All prices must be quoted in South African Rands.

The total amount will be utilized for evaluation of price, calculation of price points and the ranking of points scored as outlined in the SBD6.1 form.

No	Description	*Rate	**Volume/ Number of bookings	Total Cost
1	Service Fee: Air Travel – International	R	30	R
2	Service Fee: Air Travel – Domestic	R	1000	R
3	Service Fee: Car Rental – Domestic	R	700	R
4	Billback Fee: Car Rental Domestic	R	700	R
5	Service Fee: Car Rental – International	R	15	R
6	Billback Fee: Car Rental International	R	15	R
7	Service Fee: Accommodation – Domestic	R	1700	R
8	Billback Fee: Accommodation – Domestic	R	1700	R
9	Service Fee: Accommodation – International	R	30	R
10	Billback Fee: Accommodation – International	R	30	R
11	Service Fee: Transfers/Shuttle – Domestic	R	400	R
12	Billback Fee: Transfers/Shuttle – Domestic	R	400	R

13	Service Fee: Transfers/Shuttle – International	R	15	R
14	Billback Fee: Transfers/Shuttle – Domestic	R	15	R
15	Service Fee: Parking bookings	R	12	R
16	Bus/Coach Bookings	R	2	R
17	Train bookings – International	R	5	R
18	Cancellation Fee	R	100	R
19	Amendment Fee (Changes to bookings)	R	100	R
20	Service Fee - After Hours Services	R	100	R
			Total	R
			VAT (15%)	R
			Total Amount	R

***The Rates quoted above must be fixed for the duration of the contract.**

** These figures are projections per year 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 proposal and for evaluation purposes. The actual volumes will depend on the NRCS needs throughout the contract period.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: Don Mandlazi
Tel Number: 012-482-8921
E-mail address: Don.mandlazi@nrcs.org.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mandla Mokoena
Tel Number: 012 482 8922
E-mail address: mandla.mokoena@nrcs.org.za

3. DECLARATION OF INTEREST**SBD 4****BIDDER'S DISCLOSURE****3.1 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.

3.2 Bidder's declaration

3.2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

3.2.2 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

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

3.3 If so, furnish particulars:

.....

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

.....

3.4 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**

3.4.1 If so, furnish particulars:

.....
.....

3.5 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:

3.5.1 I have read and I understand the contents of this disclosure;

3.5.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.5.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.5.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this b3.5.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Position

.....

Date

.....

Name of bidder

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

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

4.1 GENERAL CONDITIONS 4.1.1 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).

4.1.2 To be completed by the organ of state

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

4.1.3 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.

4.1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (B-BBEE Status Level of contributor)	
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
Total points for Price and SPECIFIC GOALS	100

4.1.5 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.

4.1.6 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.

4.2 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
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

- Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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.

SURNAME AND NAME:

DATE:

ADDRESS:

.....
SIGNATURE(S) OF TENDERER(S)

.....
.....
.....
.....
.....

5 CERTIFICATE OF ATTENDANCE OF BRIEFING SESSION / SITE MEETING

CERTIFICATE OF ATTENDANCE AT BRIEFING SESSION / SITE MEETING

NRCS 007-2024/2025

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:

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 _____

INVITATION FOR PROSPECTIVE BIDDERS

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

BID					
Bid No.	Service Description	Evaluation Criteria	Collection Dates for documents	Compulsory Specifications	Closing Date
NRCS 007-2024/2025	Appointment of a travel management agency to render travel services to the NRCS for a period of 36 (thirty-six) months	80/20 & Functionality	Available on the websites immediately	28 January 2025	10 February 2024 @ 11h00

Note: Bid documents could be downloaded on the NRCS website (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 with the above reference and description must be placed in the Tender box situated on the 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 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 closing time. No tender per facsimile, posted or e-mailed will be accepted.

Administrative enquiries can be directed to Mr. Don Mandlazi (don.mandlazi@nrcs.org.za)

Technical Enquiries: Mr. Mandla Mokoena (mandla.mokoena@nrcs.org.za)

NRCS is not obliged to appoint the cheapest tenderer and reserves the right not to accept any submission, to re-advertise and cancel bid or part thereof 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 2022, 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.

TABLE OF CLAUSES

1. Definitions
 2. Application
 3. General
 4. Standards
 5. Use of contract documents and information; inspection
 6. Patent rights
 7. Performance security
 8. Inspections, tests and analysis
 9. Packing
 10. Delivery and documents
 11. Insurance
 12. Transportation
 13. Incidental services
 14. Spare parts
 15. Warranty
 16. Payment
 17. Prices
 18. Contract amendments
 19. Assignment
 20. Subcontracts
 21. Delays in the supplier's performance
 22. Penalties
 23. Termination for default
 24. Dumping and countervailing duties
 25. Force Majeure
 26. Termination for insolvency
 27. Settlement of disputes
 28. Limitation of liability
 29. Governing language
 30. Applicable law
 31. Notices
 32. Taxes and duties
 33. National Industrial Participation Programme (NIPP)
 34. Prohibition of restrictive practices
-

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.
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- 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 support, 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.
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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

- 7.1.1 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.
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- 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.
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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.
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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.
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- 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.

Js General Conditions of Contract (revised July 2010)

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 signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

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:

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, a signed letter from your Auditor / Accountant 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 an accredited rating agency (e.g. **accredited SANAS** Verification Agency). should you feel you will be able to attain a better BBBEE score.

- a) **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 an accredited rating agency (e.g. **accredited SANAS** Verification Agency).

- b) **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 an accredited rating agency (**accredited SANAS** Verification Agency).

- c) **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.
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- d) 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.
- e) **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)

2.1	Indicate the business sector in which your company is involved/operating:			
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?				

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

2.3	Where are your operating/distribution centres situated *		

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

(* - Minimum requirements)

3.1	Did the firm previously operate under another name? *
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YES		NO	
-----	--	----	--

3.2	If Yes state its previous name:*
Registered Name	
Trading Name	

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

3.4	List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *							
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 OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

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

4.1	How many personnel does the firm employ? *
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	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:
-------	---

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7	Are any of your members/shareholders/directors ex employees of NRCS?
-------	--

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

TERMS OF REFERENCE / SPECIFICATIONS

1. NRCS 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 (PFMA).

The NRCS is primarily responsible for the administration of three Acts that reside under its jurisdiction, namely the NRCS Act, 2008 (Act 5 of 2008) hereinafter called 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 called the NBR Act. The NRCS also administers regulations that fall under the jurisdiction of other governments departments, as per agreements.

2. PURPOSE OF THIS REQUEST FOR PROPOSALS

NRCS primary objectives of issuing the Request for Proposals (RFPs) is to enter into an agreement with successful bidder who will be expected to deliver the following:

- 2.1. Provide the NRCS with the travel management services that are consistent, reliable and will maintain a high level of traveller satisfaction in line with the service levels for a period of 36 months.

3. OBJECTIVES

- 3.1. Provide the NRCS with a dedicated key account manager that is suitably qualified for the duration of the contract.
- 3.2. All costs must be in line with the National Treasury Costs Containment without any degradation in the services.

4. BACKGROUND

- 4.1. The NRCS uses an electronic system to manage the travel requisition. The system will issue an approved AS25 Form in line with requirements. The Traveller will then submit the approved AS25 Form to Travel Management Company (TMC). In exceptional cases a manual form will be submitted in the absence of a system-generated AS25 form.
- 4.2. All travel approvals must be in writing and approved as per NRCS's Delegation of Authority Policy (DOA) prior to departure.

5. SCOPE OF WORK

- 5.1. **AIR TRAVEL (DOMESTIC AND INTERNATIONAL)**
-

5.1.1. RESERVATION AND TICKETING

- 5.1.1.1. For every duly approved travel request, the TMC shall immediately source three (03) quotations and make bookings based on the lowest cost effective and efficient booking in respect of all services required. The same quotations to be submitted to the NRCS for verification purposes.
- 5.1.1.2. The appointed TMC will be expected to provide travel services from 07h00 until 17h00 during working days, in addition, emergency travel shall be dealt with between 2 to 5 hours from receipt. The TMC will also be required to render a service when requested during after hours, for emergency reservations or changes to travel plans, as well as during weekends and official holidays.
- 5.1.1.3. In the event that required travel arrangements cannot be confirmed, the TMC shall notify the requesting party of the problem and present three (3) alternatives where possible.
- 5.1.1.4. The TMC shall promptly issue and deliver accurately messages (i.e. sms and/or e-mail) showing the accurate status of traveller's booking arrangements and shall keep the traveller abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any change(s) in flight, train, bus schedules prior to or during the traveller's official trip. Tickets and billing shall be modified or issued to reflect these changes.
- 5.1.1.5. The TMC shall accurately advise the NRCS of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings.
- 5.1.1.6. The TMC must ensure that all travellers have the relevant travel documents for their journeys before departure. National travel all documentation should be issued to the traveller within 24 (twenty-four) hours from travel and for international travel all documentation should be issued within 7 (seven) days after request.
- 5.1.1.7. Air tickets shall be issued only by Airlines who are duly accredited for domestic/international air travel as accredited by International Air Transportation Association (IATA).
- 5.1.1.8. The TMC shall only act on duly approved travel requests for official travel submitted by the responsible staff of the NRCS.
- 5.1.1.9. The TMC shall be given copies of NRCS travel policies and procedures and shall be fully familiar and comply with these policies and procedures for all NRCS official travel at all times.

6. CHANGES IN AIR TRAVEL ARRANGEMENTS

- 6.1. In case of changes occurring to the original travel arrangements, the traveller is to liaise with the TMC and make necessary arrangements, with the provision that such changes are confirmed and approved in writing.
- 6.2. Timely notification of TMC to travelers of airport closures, cancellations or delays in flights, and obtain any reimbursement which may be due on account of cancelled or reissued reservations and /or tickets.
- 6.3. Reconfirmation and revalidation of air tickets, re-issued tickets which are returned as a result of changed routing or fare structures and printed itineraries showing complete information on the status of reservations on all carriers and hotels by the TMC.

7. ACCOMODATION AND MEALS

7.1. All domestic and international accommodation to be in line with the NRCS Subsistence and Travel Policy and National Treasury Cost Containment Measures.

7.2. The TMC should ensure that they adhere to all agreements (international and national) related to special or discounted fees applicable. The NRCS will still expect the TMC to still negotiate discounts on standard tariffs with all available hotel groups, private hotels, guest houses, etc.

7.3. The booking of travel accommodation must be in proximity of business area.

8. CAR RENTAL/HIRE/ SHUTTLE /BUS/ TRAIN SERVICES

8.1. Booking, confirming, amending and paying for vehicles with or without the services of a driver as per NRCS Subsistence and Travel Policy, where applicable.

8.2. Booking, confirming, amending and paying for train and / or bus services, where applicable.

8.3. Booking, confirming, amending and paying shuttle service requirements with any contracted company rendering a shuttle and / or chauffeur services, where applicable.

8.4. Negotiating discounts on standard tariffs with all available car rental and bus rental companies.

8.5. The TMC must ensure that shuttle service suppliers are compliant with the rules that govern the public transport industry.

9. INTERNATIONAL INSURANCE

9.1. The TMC must organize a super cover insurance, but not limited to other risks associated with travelling such as:

9.1.1. Emergency medical and related expenses

9.1.2. Loss of life, bodily harm etc.

9.1.3. Luggage loss (Travel agency to ensure that the airline used does cover for the loss of luggage)

9.1.4. Unforeseen circumstances (e.g. vis major)

10. PARKING FACILITIES

10.1. The TMC must organize parking facilities as and when required but not limited to:

10.1.1. Airport

10.1.2. Bus/train stations

10.1.3. Hotel/Guest houses etc.

11. CANCELLATION/ CHANGES TO TRAVEL

11.1. In the event of a cancellation the traveller/ will inform the TMC to cancel the booking in terms of the SLA.

11.2. The NRCS traveller is expected to approach the TMC and have the original arrangements cancelled, timeously.

11.3. This includes changes in air tickets for dates and/or time and the TMC is to provide new costs and updated travel information.

12. DELIVERABLES

12.1. Travel Information

12.1.1. The TMC will be responsible for the following:

12.1.1.1. When making bookings for travel and accommodation, preference must be given to the instruction of the officials who made the bookings in respect as listed below:

- a) Destination, date, routes, passenger class, preferred seating and estimated costs for air travel;
- b) Hotel facilities, location, availability of parking facilities, distance from airports, public transport, etc;
- c) Alternative arrangements must be timeously suggested if it can be proven that with deviations to original will result in financial savings;
- d) Provide information service to notify the official of such events as airport closure, cancelled flights, train and buses, strikes as well as of political or safety conditions which may affect travel to any particular destination;
- e) Facilitate process of obtaining a foreign visa and delivering of foreign currencies when requested as per NRCS Travel Policy;
- f) Name, addresses and telephone numbers of all branch offices and agencies, inside and outside South Africa, and agencies with whom liaison exists outside South Africa, must be made available upon request. The names, and telephone numbers of personnel available on a 24-hour seven (7) days a week including public holidays must be made available to the NRCS;
- g) Ensure confidentiality in respect of travel and accommodation arrangements concerning all travellers if requested by the NRCS;
- h) Ensure effective negotiations with suppliers of all services to the benefit of NRCS;
- i) Air tickets and travel documentation must be delivered timeously by either hand delivery, facsimile, email and/or via sms to the requesting official, or his/her nominee; and
- j) Ensure that the payments are made in time to ensure that the traveller is not inconvenienced.

13. SPECIAL CONDITIONS

- 13.1. The TMC will be required to coordinate and process all domestic and international travel requests in line with NRCS Travel Subsistence Policy and National Treasury Cost Containment Prescripts.
 - 13.2. The TMC is required to ensure that where service providers require payment in advance, the necessary arrangements and proof of payment must have been made and provided to the service provider and the traveller to avoid inconveniences.
 - 13.3. All travel and related expenditure must be borne by the preferred bidder and claimed back from the NRCS detailing each expenditure type, NRCS traveller and Business Unit details.
 - 13.4. The NRCS will not process upfront payment for any travel-related costs. The TMC must maintain a sufficient cash flow facility to enable effective provision of the travel services required by the NRCS. The entity does not use a travel lodge card, payments are made within 30 days for every undisputed compliant invoice.
 - 13.5. The official travel requirements for NRCS employees shall be afforded the highest priority which is timely and effective processing.
-

13.6. On exceptional cases official travel including new staff, participants in meetings, interviews and staff from other provinces must be organized within a period of 7 days however emergency travel requests must be responded to within 24 hours.

13.7. The NRCS requires the services of an accredited travel management company to assist with ensuring that all travel management requirements are provided efficiently and effectively.

13.8. The preferred bidder must be able to demonstrate the ability to issue a ticket and make bookings using the IATA system.

13.9. The TMC will be required to indicate the value-added services been

13.9.1. Destination information for regional and international destinations:

- a. Health warnings;
- b. Weather forecasts;
- c. Places of interest;
- d. Visa information;
- e. Travel alerts;
- f. Location of hotels and restaurants;
- g. Information including the cost of public transport;
- h. Rules and procedures of the airports;
- i. Business etiquette specific to the country;
- j. Airline baggage policy; and
- k. Supplier updates

13.10. Operational office and resources

- a) The TMC must have a fully existing operational office with the necessary infrastructure to provide travel agency management services. The TMC will be required to continually identify improvements in terms of service and cost to deliver innovative and cost-effective solutions.
- b) The management team of TMC must have at least 5 (five) years' experience in the travel industry. Curriculum Vitae of management with a five (5) years' experience must be included with the written proposal.
- c) Key Account Manager - It is a requirement that a Key Account Manager be provided as the overall contact person for the NRCS and that he or she will be responsible for the issuing of accurate invoices and relationship management i.e. arrangement of regular meetings.

The necessary processes should be implemented to ensure good quality management and always ensuring Traveller satisfaction.

d) Staff

- i) Knowledgeable and experienced staff in corporate travel must be provided by the service provider. The TMC must have a minimum of two (2) dedicated senior staff with one back up staff member.
- ii) Curriculum Vitae must also be included with the written proposal for these resources.

iii) The replacement of staff must be of a similar standard and level of experience, skill and knowledge and timeously communicated to the NRCS.

iv) Ensure efficient capacity to deal with high demand when required.

v) Indicate how many staff members are presently available for the type of work described in this bid.

13.11. Confidentiality

Ensure confidentiality in respect of all travel and accommodation arrangements concerning persons travelling on official NRCS business.

13.12. Travel Desk

The NRCS currently does not have a travel desk or a nominated person to deal with travel arrangements, all travel arrangements will be submitted directly by the NRCS traveller to the service provider.

13.13. Management Reporting

Monthly management reports (or at such intervals as is agreed to) in a format stipulated and required by the NRCS but not limited to:

a) Air Travel

- Date of travel
- Passenger's particulars
- Reasons for travel
- Airlines utilized
- Cost relating to airports taxes or excess luggage
- Cost of air travel
- Normal fare
- Actual fare expenditure
- Amount saved in relation to most expensive standard tariff in specific class of travel
- Total amount spent for the specific month
- Total amount saved for the specific month
- Authorization number / alpha
- Shortfall
- Reasons for shortfall

b) Car Hire

- Date of travel

- Passenger's particulars
- Reasons for travel
- Class / Group
- Mileage restrictions
- Mileage travelled
- Rate per kilometre
- Refuelling cost
- Shortfall
- Reason for shortfall
- Total amount spent for the specific month
- Total amount saved for the specific month
- Incidents / accidents

c) Land Travel (Shuttle, other modes of transport etc.)

- Date service provided
- Traveller' particulars
- Reasons for travel
- Service provided
- Cost of service provided
- Amount saved in relation to the most expensive standard tariffs relating to similar services
- Percentage saving in relation to the most expensive standard tariff relating to similar services
- Total amount spent for the specific month
- Total amount saved for the specific months

d) Accommodation

- Date of travel (check in and check out)
 - Name of traveller
 - Reason for travel
 - Name of hotel, guest house, etc.
 - Standard rate
 - Actual cost
-

- Meals
- Duration
- Extras

e) Parking Facilities

- Date and period of vehicle parked
- Reasons for travel
- Name of car port
- Details of traveller
- Cost of parking

f) Exception Reports

- Detailing when, where and why NRCS policies and guidelines were deviated from in the unlikely event of this occurrence.
- Monthly statement providing information but not limited to name of the traveller, cost, invoice number, date of travel, in required format which will be detailed by NRCS.

13.14. Services Fee and escalations

Service fees are valid with the inclusion of the escalations over the 3 years' period complete in accordance with the pricing schedule SBD3.1. The NRCS reserves the right to negotiate with any bidder where the quoted service fees are not deemed market related.

13.15. Travel Volumes

The current total volumes per annum for the NRCS includes air travel, accommodation, car hire etc. The table below details the number of transactions for the last 3 years (2021-2024) as follows:

Service category	Actual number of transactions over the period of 3 years	Estimated volumes per annum *
Accommodation (Local)	4487.00	1700
Accommodation (International)	85.00	30
Car Hire (Local)	1845.00	700
Shuttle Hire (Local)	1296.00	400
Domestic Air Travel	3036.00	1000
International Air Travel	84.00	30
Parking	50.00	12
Total	10833.00	3860.00

Note*: These figures are projections 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 proposal.

13.16. Service Level Agreement

The successful service provider is required to sign a mutually agreed Service Level Agreement (SLA) with the NRCS.

13.17. Due diligence

Before the awarding of the bid a due diligence will be carried out at the premises of the service provider by the NRCS for the top 3 (three) bidders to ensure that their facilities are in line with standard requirements set out for travel agency offices. The NRCS reserves the right to not award the bid to any bidder who does not meet the requirements i.e. resources, office space etc.

13.18. The TMC who is awarded this contract will always be responsible for rendering services required by the NRCS.

14. DURATION

The duration of the project is 36 (thirty-six) months, subject to the signing of a Service Level Agreement (SLA) between parties.

15. WORKING HOURS

15.1. The TMC to provide a service between 07h00 to 17h00 from Monday to Friday, to further provide an emergency contact number to allow NRCS traveller/s travelling after-hours, weekends and public holidays to contact the travel agency.

16. BID EVALUATION CRITERION

16.1. In accordance with the NRCS Supply Chain Management Policy and National Treasury Prescripts, the bid evaluation process shall be carried out in three (03) stages namely:

- Stage 1: Mandatory Requirements
- Stage 2: Functionality in terms of the set technical evaluation criteria
- Stage 3: Price and Preference Points Evaluation

16.1.1.1. Stage 1: Mandatory Requirements

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

- a. Provide bidder's International Air Transport Association (IATA) license/ certificate. Where a bidding company is using a 3rd party IATA license, proof of the agreement must be attached and copy of the certificate to that effect at closing date.
- b. Provide the latest Audited Financial Statements.
- c. Demonstrated financial stability and working cash flow capable of running the NRCS travel requirements. (Analysis and interpretation of the audited financial statements will be conducted).
- d. Attendance of the compulsory briefing session.
- e. Late Submissions will not be accepted.

NB: Please note that failure to adhere to the following requirements may lead to disqualification or zero allocation of preference points where applicable:

- a. Proof that supplier is registered on the Central Supplier Database (CSD),
-

- The following key information will be accessed and verified on CSD, namely

- i. Business registration, including details of directorship and membership;
- ii. Tax compliance status

b. Completed and signed SBD forms; SBD 1, SBD 3.1, SBD 4 and SBD 6.1

16.1.1.2. **Stage 2: Functionality in terms of the set technical evaluation criteria**

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 (e.g. details of relevant previous work undertaken, letters from previous /current clients, etc.). Minimum Required Score for functionality: **70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation.**

No	Evaluation Criteria	Description	Weights
1	UNDERSTANDING OF THE REQUIREMENTS, PROJECT METHODOLOGY AND APPROACH: IN PROVIDING TRAVEL MANAGEMENT SERVICES	Bidder's understanding of the requirements supported by a project methodology and approach that meet the following requirements: 1) Services Provided by the TMC 2) Turn Around Times for Bookings and Special Requests 3) Accommodation Booking-Billback System and Pre-Payments 4) International Bookings-countries that would require tour operators 5) Demonstrate seamless booking process with car rental and shuttle companies Bidder has in-depth understanding of the project brief and requirements, supported by a project methodology that meet all the five requirements and have provided a proposal with turnaround times for all required services: 5 Points Bidder has sound understanding of the project brief and requirements, supported by a project methodology that adequately addresses any of the four requirements: 4 Points Bidder has reasonable understanding of the project brief and requirements, supported by standard project methodology that addresses any of the three requirements: 3 Points	20

		Bidder has basic understanding of the project brief and requirements with project methodology that addresses any of the two requirements: 2 Points Bidder has very limited understanding of the project brief and requirements, with project methodology that addresses only one of the requirements: 1 Points	
2	Bidder Experience	The bidder must demonstrate that they have the capacity to render the required services in the company profile, with a minimum of 5 years of demonstrable experience in the travel management field for corporate travel 9 + years 'experience: 5 Points 8 years' experience: 4 Points 7 years' experience: 3 Points 6 years' experience: 2 Points 5 years' experience: 1 Point Less than 5 years: 0 Point	20
3	Client References	Travel Management Company must provide five (5) positive written letters with contactable reference indicating the similar services rendered. The reference letters from the clients of a bidder must include: • Company name • Company letterhead • Contact person and contact telephone numbers • The letter must be signed by a duly authorised person 5 letters: 5 Points 4 letters: 4 Points	20

		3 letters: 3 Points 2 letters: 2 Points 1 letter: 1 Point	
4	Experience Account Manager that will service the NRCS	Experience Account Manager in the sector (travel agency) working with corporate clients on similar term contracts. Attach CV, any other supporting documents and contactable references clearly indicating corporate clients' details. 5 Corporate clients: 5 Points 4 Corporate clients: 4 Points 3 Corporate clients: 3 Points 2 Corporate clients: 2 Points 1 Corporate client: 1 Point	20
5	Experience of 2 staff members in the sector (travel agency) that will service the NRCS	Experience of staff in the sector (travel agency) attach CV (Attach their CVs and supporting documents) 5 years' experience: 5 Points 4 years' experience: 4 Points 3 years' experience: 3 Points 2 years' experience: 2 Points 1 years' experience: 1 Point	20
Weighting			70
Total			100

The bids will be evaluated on a scale of 0-5 by each panel member.

The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria. **NOTE:** For 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. Bidders that meet the minimum threshold of 70 in functionality evaluation will qualify for the next stage of evaluation. Bidders that fail to meet the minimum threshold of 70 functionality evaluation will be disqualified.

Bid will be evaluated based on the PPPFA 80/20-point system (Price and Specific Goals) as presented in the Preferential Procurement Regulations 2022. For this purpose, refer to the attached SBD 6.1 form which should be scrutinized, completed and submitted together with your bid.

17. PRICING

Refer to SBD 3.1.

18. BID PACKAGE

The bidder shall place the proposal package and must be clearly marked as follows:

Bid No. NRCS 007 2024/2025

Description: Appointment of a travel management agency to render travel services to the NRCS for a period of 36 (thirty-six) months

Bid closing date and time: 10 February 2025 at 11H00 (Submission of late bids will not be accepted)

Name and address of the bidder: _____

The bid proposal envelope shall contain one original hard copy document, clearly marked "original", and three (3) hard copies, clearly marked "Copy". A soft copy of the proposal to be loaded on the memory stick which is to be submitted as well with the hard copies of the proposal.

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 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.

19. BRIEFING SESSION

There will be a compulsory briefing session for this bid but bidders are also 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 or don.mandlazi@nrccs.org.za

20. 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:

Schedule	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, substantiating your B-BBEE rating.	