REQUEST FOR BIDS

APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT AN END-TO-END INSPECTION AUTOMATION SOLUTION FOR NRCS (NRCS 008-2026/2027)

COMPULSORY BRIEFING SESSION TO BE HELD ONLINE ON 13 NOVEMBER 2026 @ 10:00- BIDDERS WHO ARE INTERESTED IN JOINING THE SESSION SHOULD SEND THEIR EMAIL ADDRESS TO thobela.mqikela@nrcs.org.za ON OR BEFORE 11 NOVEMBER 2026 FOR LOGISTIC PURPOSES

CLOSING DATE: 30 NOVEMBER 2026 @ 11:00

1.SBD 1

PART A

INVITATION TO BID

DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT AN END-TO-END INSPECTION AUTOMATION SOLUTION FOR NRCS- NRCS 008-2026/2027**			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*				
NRCS TENDER BOX, NRCS				
SABS CAMPUS, 1 DR LATEGAN ROAD				
GROENKLOOF PRETORIA				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**		
CONTACT PERSON	**Thobela Mqikela**	CONTACT PERSON	**Phatudi Mudzunga**	
TELEPHONE NUMBER	**012-482-8831**	TELEPHONE NUMBER	**066 437 1919**	
FACSIMILE NUMBER	**-**	FACSIMILE NUMBER	**-**	
E-MAIL ADDRESS	**thobela.mqikela@nrcs.org.za**	E-MAIL ADDRESS	**phatudi.mudzunga@nrcs.org.za**	
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				

1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**1.1.1.2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

……

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……

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

DATE:

2.SBD 3.1 (PRICING SCHEDULE)

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

SBD3.1 PRICING SCHEDULE

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT. THE TOTAL BID OFFER MUST BE CLEARLY INDICATED AS THIS IS THE AMOUNT THAT WILL BE UTILISED TO EVALUATE QUALIFYING BIDS ON PRICE AND PREFERENCE (SPECIFIC GOALS) POINT SCORING SYSTEM.

Name of bidder……	Bid number **NRCS 008-2026/2027**
Closing Time **11:00**	Closing date**: 30 NOVEMBER 2026**

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

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

PRICING SCHEDULE

Description	Implementation Phase (Once-off)	Year 1	Year 2	Year 3	Year 4	Year 5	Amount
Project BluePrint (i.e. Requirements definition, Design, Configuration etc)	R						R
Testing Phase	R						R
Business Users and ICT Administrator: 200 Users)	R						R
Change Management Phase	R						R
Training of Business Users and ICT Administrator: (3 sessions)	R						R
System Support and maintenance		R	R	R	R	R	R
Licensing		R	R	R	R	R	R
Other costs – please specify	R	R	R	R	R	R	R
Total Exclusive of VAT							R
VAT @ 15%							R
Total inclusive of VAT (Total Contractual Amount)							R

Disclaimer:

- **The bidder must ensure that all pricing and amounts submitted are correct, it is not the responsibility of the NRCS to ensure the correctness of the amount submitted.**

- **Ensure that total costs of ownership of the system costs are included and considered to form part of the total contractual amount as this is the amount utilised to evaluate bid prices in line with SBD6.1**

- Does the offer comply with the specification(s)? …….

- If not to specification, indicate deviation(s) …….

- Are the rates quoted fixed and firm for the full period of contract? *YES/NO

The proposed bid price must be firm and fixed for the full period of contract

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

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

Notes:

- All prices must be in **South African Rand (ZAR)**.
- Quantities and unit prices should be clearly stated.
- Any escalation clauses should be specified separately.

Any enquiries regarding bidding procedures may be directed to the –

Thobela Mqikela
Tel: 012 482- 8831
E-mail: thobela.mqikela@nrcs.org.za

Or for technical information –

Contact Person: Phatudi Mudzunga
Tel: 066 437 1919
E-mail address: phatudi.mudzunga@nrcs.org.za

3. SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

……
……

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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

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

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……
Signature Date

…… ……..
Designation Name of bidder

4.SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS:	
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**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

RRE2

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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

B-BBEE Level 7	4	
B-BBEE Level 8	2	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …….
DATE: ……

ADDRESS: ……

……

5. CERTIFICATE OF ATTENDANCE OF BRIEFING SESSION/SITE MEETING

NRCS 008-2026/2027

This is to certify that I, ……. .....

.....

Representative of (Bidder) .....

of (address)

.....

.....

Telephone number .....

Fax number .....

Email .....

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_____

7. REQUEST FOR BID

INVITATION FOR PROSPECTIVE BIDDERS

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

BID					
RFB No.	Service Description	Evaluation Criteria	Collection Dates for documents	Compulsory briefing session	Closing Date
NRCS 008-2026/2027	APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT AN END-TO END INSPECTION AUTOMATION SOLUTION FOR NRCS	Minimum requirements, 80/20 & Functionality	28 October 2026 To 11 November 2026 (www.nrcs.org.za)	Yes	30 NOVEMBER 2026 @ 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 the above reference, and description must be placed in the Tender box situated at ground floor, SABS Campus by the closing date and time. All Suppliers are encouraged to make their submission before the closing date and time. Bids will be publicly opened at SABS Campus 1 Dr Lategan Road, Groenkloof, Pretoria. No tenders will be accepted after the closing time. No tender per facsimile, posted or e-mailed will be accepted**.**

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

Administrative enquiries can be directed to Ms. Thobela Mqikela (thobela.mqikela@nrcs.org.za)

Technical Enquiries: Ms. Phatudi Mudzunga (phatudi.mudzunga@nrcs.org.za)

NRCS is not obliged to appoint the cheapest tenderer and reserves the right not to accept any submission and to re-advertise if it so wishes. Service providers will be adjudicated according to the Supply Chain Management Policy using the point system mentioned above, based on the Preferential Procurement Policy Framework Act, Act 5 of 2005, preferential procurement regulations 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
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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.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the
purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods.

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods.

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period 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 the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or

services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser.
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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 sworn affidavit confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from a SANAS accredited verification agency.

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

IMPORTANT NOTES:

a) **If your annual turnover is less than R5 million,** then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, sworn affidavit confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from a SANAS accredited verification agency, should you feel you will be able to attain a better BBBEE score.

b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from a SANAS accredited verification agency).

c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from a SANAS accredited verification agency.

d) **To avoid PAYE tax being automatically deducted from any invoices received from you,** you must also contact the NRCS person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.

f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the NRCS Official who is intending to procure your company's services/products in order that he/she should complete and Internal NRCS Departmental Questionnaire before referring the matter to the appropriate NRCS Vendor Master Office.

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

Supplier Declaration Form

Company Trading Name						
Company Registered Name						
Company Registration Number Or ID Number If A Sole Proprietor						
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number (if registered)						

Company Telephone Number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			
Bank Name		Bank Account Number	
Postal Address			
		Code	
Physical Address			
		Code	

Contact Person	
Designation	
Telephone	
Email	

Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide	Products		Services		Both	
Area Of Delivery	National		Provincial		Local	
Is Your Company A Public Or Private Entity			Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate			Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)						

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

NRCS Contact Person	
Contact number	
NRCS operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

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

2. VENDOR TYPE OF BUSINESS

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

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? ***		
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? *

	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 Databa 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

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

DECLARATION

I, the undersigned hereby declare, in my capacity as _____

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

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

Name:	Signature:	Date:	Telephone
Address:			

ANNEXURE A

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT AN END-TO-END INSPECTION AUTOMATION SOLUTION FOR NRCS (NRCS 008-2026/2027)

COMPULSORY BRIEFING SESSION TO BE HELD ONLINE ON 13 NOVEMBER 2026 @ 10:00- BIDDERS WHO ARE INTERESTED IN JOINING THE SESSION SHOULD SEND THEIR EMAIL ADDRESS TO thobela.mqikela@nrcs.org.za ON OR BEFORE 11 NOVEMBER 2026 FOR LOGISTIC PURPOSES

CLOSING DATE: 30 NOVEMBER 2026@ 11:00

Enquiry: Phatudi Mudzunga
Telephone: 066 437 1919
E-mail:phatudi.mudzunga@nrcs.org.za

10. TERMS OF REFERENCE (TOR) - INSPECTION AUTOMATION SOLUTION

10.1 Acronyms and Definitions

The acronyms and abbreviations used throughout this Terms of Reference (TOR) are defined below.

Acronym	Description
BU	Business Unit
CMM	Chemicals, Mechanical and Materials
GPS	Global Positioning System
ICT	Information and Communication Technology
LOA	Letter of Authority
MFA	Multi-Factor Authentication
NRCS	National Regulator for Compulsory Specifications
POE	Port of Entry
POPIA	Protection of Personal Information Act
TOR	Terms of Reference
UAT	User Acceptance Testing
VC	Compulsory Specification

10.2 Background

The National Regulator for Compulsory Specification (NRCS) was established on the 1st of September 2008, under the auspices of the National Regulator for Compulsory Specifications Act (NRCS Act), Act 5 of 2008. The NRCS is primarily responsible for the administration of three Acts that reside under its jurisdiction, namely the NRCS Act 5 of 2008, the Legal Metrology Act No 9 of 2014 and the National Building Regulations and Building Standards Act 103 of 1977. The NRCS also administers regulations that fall under the jurisdiction of other governments departments, as per agreements.

The NRCS as the regulator consists of the following operations business units, namely: Automotive; Chemicals, Mechanical and Materials, Electrotechnical, Regulatory Research & Development, Legal Metrology, as well as Food and Associated Industries. To strengthen its capabilities to deliver against its mandate, NRCS also has corporate services such Legal Services, SCM, ICT, Finance, Marketing, Internal Audit, Facilities Management, Risk & Strategy functions.

To build and strengthen its capabilities as a regulator, NRCS has embarked on a Digital Transformation journey to automate its inspection processes.

10.3 Objective

The objective of this project is to implement an enterprise-wide Inspection Management Automation Solution that will standardise, digitise, and automate inspection, compliance, enforcement, and reporting processes across NRCS business units. The solution must:

- Standardise inspection processes across Automotive, CMM, Electrotechnical, Foods and Legal Metrology business units.
- Digitise inspection forms and eliminate paper-based processes.
- Reduce duplicate data capture and improve data quality.
- Automate inspection workflows, directives, approvals and enforcement activities.
- Improve planning, scheduling and management of inspection activities.
- Enhance operational efficiency and inspector productivity.
- Provide real-time monitoring, dashboards and management reporting.
- Improve traceability, auditability and regulatory governance.
- Enable mobile and offline inspection capabilities.

10.4 Scope of Work

The appointed Service Provider shall design, configure, implement, integrate, test, deploy, support and maintain an enterprise-wide Inspection Automation Solution for NRCS to be hosted on the NRCS environment. The solution shall automate inspection, enforcement and reporting processes across the Foods, Electrotechnical, CMM, Automotive and Legal Metrology business units while accommodating unit-specific business rules within a common inspection platform.

The detailed inspection forms provided by the respective Business Units form part of this Terms of Reference (TOR) and shall be used as supporting business requirements and design inputs during the analysis, configuration, development, testing, and implementation of the proposed solution **only when the service provider has been appointed**. These forms represent the current business requirements and processes; however, they are not exhaustive, and additional requirements may be identified, refined, and agreed upon during the detailed requirements gathering, business analysis, and solution design phases.

The scope of work shall include, but not be limited to, the following business requirements and solution capabilities:

10.4.1 Business Requirements

Ref	Requirement Area	Business Requirement
BR01.	Inspection Planning	The solution shall support annual, monthly, and weekly inspection planning, scheduling, resource allocation, and prioritisation of inspection activities across all business units.
BR02.	Resource Management	The Service Provider shall provide functionality to allocate inspections to inspectors based on workload, skills and availability.
BR03.	Risk-Based Inspections	The Service Provider shall support risk-based inspection planning and prioritisation of inspection activities.
BR04.	Inspection Execution	The Service Provider shall provide electronic inspection forms to replace paper-based inspection records and support the capture of digital signatures during inspections
BR05.	Mobility	The Service Provider shall provide mobile inspection capability for inspectors conducting field inspections both online and offline inspection execution.

Ref	Requirement Area	Business Requirement
BR06.	Evidence Management	The Service Provider shall support the capture and storage of photographs, documents and other inspection evidence.
BR07.	Location Management	The Service Provider shall support GPS location recording during inspection activities where applicable.
BR08.	Inspection Lifecycle Management	The Service Provider shall support end-to-end management of the inspection lifecycle from initiation to closure.
BR09.	Inspection Monitoring	The Service Provider shall provide real-time visibility of inspection status and progress.
BR010.	Workflow Management	The Service Provider shall provide configurable workflow management for inspection processes.
BR011.	Notifications and Escalations	The Service Provider shall provide automated notifications, reminders and escalation management for overdue activities.
BR012.	Audit and Governance	The Service Provider shall maintain a complete audit trail of all inspection activities, actions and approvals.
BR013.	Reporting	The Service Provider shall provide reporting and dashboard capabilities for inspection planning, execution and performance monitoring.
BR014.	Data Management	The Service Provider shall maintain a central repository of all inspection records and related information.

10.4.2 Current Inspection Process Overview (As-Is)

The following high-level business flows represent the current ("As-Is") inspection processes by all Bus

Step	Process Stage	Summary Description
1	Inspection Request & Planning	Receive inspection request, determine requirements, and schedule inspection activities.
2	Inspection Preparation	Review relevant documents, regulations, and previous records; prepare inspection tools and forms.
3	Inspection Execution	Conduct the inspection and gather evidence through observations, interviews, and verification activities.
4	Data Capture	Record findings, observations, and evidence on approved forms or systems.
5	Compliance Assessment	Assess inspection results against applicable legislation, compulsory specifications, and standards.
6	Directive & Enforcement	Issue directives, notices, or enforcement actions where non-compliance is identified.
7	Corrective Action	Regulated entity implements actions to address identified non-compliance.
8	Follow-up Inspection	Verify that corrective actions have been implemented and are effective.

Step	Process Stage	Summary Description
9	Reporting & Management Information	Produce inspection reports, compliance statistics, and management information for decision-making and oversight.

10.4.3Functional Requirements

The proposed Inspection Automation Solution must provide the functionality required to support the end-to-end management of inspection, compliance, enforcement, and reporting activities across the NRCS. The functional requirements below represent the capabilities that the solution must provide.

	Core Inspection Management Module
FR01.	Create, assign, update and close inspections.
FR02.	Generate unique inspection reference numbers automatically.
FR03.	Capture inspection details electronically.
FR04.	Support multiple inspection types.
FR05.	Track inspection status through completion.
FR06.	Capture inspection evidence and attachments (i.e. Photographs).
FR07.	Generate inspection reports automatically.
FR08.	Support follow-up inspection scheduling.
	Standardised Inspection Record Module
FR09.	Capture customer details.
FR010.	Capture company information.
FR011.	Capture product information.
FR012.	Capture inspection findings.
FR013.	Capture compliance assessments.
FR014.	Capture recommendations.
FR015.	Maintain audit trails for records.
FR016.	Auto-populate related forms and transactions.
	Foods Compliance Module
FR017.	Register and track samples.
FR018.	Manage sample requests, sample collection, sample allocation, chain of custody, sample tracking and sample status throughout the inspection lifecycle.
FR019.	Manage laboratory requests, microbiological testing, chemical testing, laboratory results and testing outcomes linked to inspections.
FR020.	Generate Compliance Certificates.
FR021.	Generate, manage and track Health Guarantee Certificates issued for compliant export products.
FR022.	Support export certification processes and country-specific export requirements.
	Inspection Module (Electrotechnical, FAI, CMM, Automotive and Legal Metrology)
FR023.	Verify LOA, homologation information where applicable.
FR024.	Verify levy status during inspections where applicable.
FR025.	Manage Port of Entry inspections.
FR026.	Record detention notices and release decisions.
FR027.	Capture country of origin information.
FR028.	Capture commodity classifications.
FR029.	Verify compliance against applicable VCs and regulations and Issue an Inspection Record (IR).
FR030.	

	Sanction Management Module
FR031.	Generate Section 15(1) Directives automatically.
FR032.	Generate Section 15(3) Directives automatically.
FR033.	Track directive status.
FR034.	Manage corrective actions.
FR035.	Manage sanctions and enforcement outcomes.
FR036.	Track directive closure.
FR037.	Signing of Directives,
	Customer Portal Module
FR038.	Submit inspection requests online.
FR039.	Upload supporting inspection evidence and documents.
FR040.	Track directives and corrective action status.
FR041.	Receive notifications electronically.
FR042.	Download issued certificates and directives.
	Reporting and Dashboards Module the list is not exhaustive
FR043.	Generate real-time inspection dashboards.
FR044.	Generate compliance and non-compliance reports.
FR045.	Generate business unit performance reports.
FR046.	Generate regional performance reports.
FR047.	Generate enforcement and directive reports.
FR048.	Generate audit reports.
FR049.	Export reports to Excel and PDF formats.
	Security and Audit Module
FR050.	Implement role-based security.
FR051.	Maintain complete audit trails.
FR052.	Support Microsoft Active Directory authentication and Single Sign-On with Multi factor Authentication (MFA).
FR053.	Maintain record version history.
FR054.	Support segregation of duties.
FR055.	Log all user activities and workflow actions.
	Product Repository Module
FR056.	Maintain a central repository of inspected products.
FR057.	Track inspection history of each product.
FR058.	Maintain product compliance status.
FR059.	Search and retrieve historical inspection records.
FR060.	Generate product compliance profiles and trends.

10.4.4 Common Data Requirements

The proposed solution shall provide a standardised Master Inspection Record across all NRCS business units. The following common data fields represent the minimum information that shall be captured and managed by the solution.

NOTE: Written in Bold are the minimum mandatory data requirements the inspection record should consist of the following:

Inspection Fields	Customer / Product Fields	Directive / Compliance Fields	Closure / Reporting Fields
Unique Inspection Number / Reference Number	**Company Name**	**Compliance Status (Compliant / Non-Compliant)**	**Directive Status (Open / Closed / Withdrawn)**
Inspection Date	Customer Registration Number	**Legislative / Compulsory Specification Reference**	**Closure Date**

Start Time	Type of Business (Manufacturer, Importer, Retailer, Builder, POE)	Specification Clause Number	Withdrawal Date
End Time	**Physical Address**	Non-Compliance Description	Follow-up Inspection Outcome
Business Unit	Postal Address	Compliance Finding	Corrective Action Implemented
Inspector Name	Contact Person	**Directive Number**	Closure Comments
Inspector Employee Number	Contact Number	Directive Issue Date	Final Compliance Status
Inspector Designation	**Email Address**	Corrective Action Required	Recommendation
Region / Area Office	Customer Category	Due Date for Corrective Action	Case Closed By
Inspection Location	**Product Description**	Responsible Person	Closure Approval Date
Inspection Type	Product Category	Action Taken	**Supporting Evidence**
Inspection Purpose	Product Model Number	Quantity Inspected	Attachments/Documents
Inspection Status	Serial Number / Batch Number/VIN	Quantity Affected	Inspection Report Number
Planned / Unplanned Inspection	**LOA Number**	Samples Taken	Report Submission Date
Port of Entry (if applicable)	Country of Origin	Sample Reference Number	Recipient of Report
Levy Inspection Indicator	Container / Waybill Number	Testing Required (Yes/No)	Acknowledgement Received
Inspector Signature			**Customer Signature**
Inspection Team Members	**Customer Account Number**	Test Report Number	Attachments Verified
Inspection Notes	Depot / Warehouse Location	Monetary Value of Non-Compliant Goods	Archived Date
GPS Coordinates	Product Risk Category	Embargo / Detention Status	Record Status (Open/Closed)

10.4.5Validation Control Requirements

The proposed solution shall provide validation controls, including but not limited to, the following requirements, to ensure the accuracy, completeness, consistency, and integrity of information captured throughout the inspection lifecycle this is not an exhaustive list.

Ref	Validation Requirement
VC01.	Mandatory fields shall be validated before a record can be saved or submitted.
VC02.	The system shall prevent the creation of duplicate inspection records.
VC03.	The system shall validate date fields and prevent invalid dates from being entered.
VC04.	The system shall validate email addresses, contact numbers, and reference numbers according to predefined formats.
VC05.	The system shall ensure that inspection records cannot be closed unless all mandatory information has been completed.
VC06.	The system shall require supporting evidence and photographs for non-compliance findings where applicable.
VC07.	The system shall validate directive due dates against directive issue dates.
VC08.	The system shall provide warning and error messages where data is incomplete or invalid.
VC09.	The system shall validate business rules applicable to each business unit.

VC010.	Validation failures and overrides shall be recorded in the audit trail.
VC011.	The system shall support configurable validation rules without requiring software code changes.
VC012.	Authorised users shall be able to override validation exceptions with recorded justification and approval.

10.4.6Integration Requirements

The proposed solution shall support secure, reliable, and scalable integration with existing NRCS systems and approved external platforms to enable seamless data exchange, process automation, reporting, and operational efficiency. The following integration requirements represent the minimum interfaces to be supported by the solution as follows:

Ref	System / service	Purpose
IR02	Active Directory	Identity lifecycle, group/role mapping and privileged access.
IR03	SharePoint	Document storage, retrieval, metadata, permissions, versioning and retention.
IR04	Outlook	Email notifications, calendar scheduling and collaboration links.
IR05	Approved reporting platform	Governed datasets, dashboards and management reporting.
IR06	Digital Signature	Digital signing and verification of formal certificates, letters and notices.

11.Non-Functional Requirements

The proposed solution shall comply with the following non-functional requirements to ensure acceptable levels of security, performance, availability, usability, scalability, and compliance.

Category	Requirement	Acceptance Criteria
Security	Implement role-based access control, least-privilege access, secure configuration, vulnerability management, and protection against common web application threats.	Users can only access records and functions relevant to their roles. Security testing and remediation evidence available.
Authentication	Support Microsoft Entra ID authentication and organisational credential management.	Users authenticate using approved NRCS credentials.
Encryption	Encrypt data in transit and at rest using NRCS-approved encryption standards.	Encryption configurations verified and tested.
Privacy	Support POPIA compliance, including access controls, retention, auditability, data-subject requests, and secure disposal.	Privacy controls implemented and compliance assessment completed.
Auditability & Audit Retention	Maintain immutable audit logs of all system activities, including inspections, directives, approvals, closures, and reporting actions, and retain them for the approved retention period.	Audit trail available for authorised review and retention requirements are met.
Logging & Monitoring	Log user, security, workflow, application, interface, and administrative activities and provide alerting capabilities.	Logs are searchable, monitored, and alerts function as configured.
Availability	System must be available during business operations with offline capabilities where required and maintain a minimum of 98% uptime excluding planned maintenance.	Monthly SLA reports demonstrate ≥98% availability.
Performance	User actions such as login, save, search, retrieve, and dashboard loading must perform within agreed business timeframes.	Standard transactions complete within 3 seconds under normal load conditions.
Capacity	Support current and projected volumes of users, inspections, samples, directives, tests, and attachments.	Capacity planning and load-testing results meet approved requirements.
Scalability	Accommodate growth in users, records, transactions, storage, and integrations without major redesign.	Scalability testing demonstrates successful expansion.
Reliability	Process transactions without data loss, duplication, or corruption, including during network or interface interruptions.	Reliability and recovery testing completed successfully.
Usability	Forms and workflows must be user-friendly, minimise duplicate data capture, and simplify business processes.	Users can complete records with minimal re-entry and training.

Reporting	Provide configurable reporting, dashboard capabilities, and export options for management, audit, and operational reporting.	Authorised users can filter, generate, and export reports.
Environment Separation	Maintain separate Development, Test, UAT, and Production environments with controlled deployment processes.	Environment review confirms segregation and access controls.
Maintainability	Use configuration over custom development wherever practical and document all customisations.	Technical documentation and configuration register maintained.
Extensibility	Enable new forms, workflows, business units, rules, and integrations to be added without impacting supportability.	Architecture review confirms extensibility requirements are met.
Compatibility	Support approved browsers, desktop devices, mobile devices, and the NRCS technology environment.	Compatibility testing completed successfully.
Accessibility	Comply with recognised accessibility standards and support keyboard navigation and readable interfaces.	Accessibility assessment completed and issues resolved.
Portability & Exit Management	Enable export of NRCS data, configurations, and documentation to support transition and avoid vendor lock-in.	Successful sample exports and approved exit plan.
Data Ownership	All NRCS data and approved bespoke deliverables remain the property of and accessible to NRCS.	Contractual and technical verification confirms ownership and access rights.
Backup	System should be able to apply backup for online and offline	

12. User Roles and Responsibilities

The solution shall support role-based access control and segregation of duties to ensure that users have access to functions and information appropriate to their responsibilities and BUs. The following user roles represent the minimum roles and responsibilities that will be supported by the solution.

Role	Responsibilities
Inspector	Create inspection records, capture findings, upload evidence and initiate directives.
Senior Inspector / Reviewer	Review inspection records, validate findings and support quality assurance.
Manager	Approve or monitor directives, review escalations and track BU performance.
Business Unit Administrator	Maintain BU-specific configuration, forms, checklists and reference data.
Executive / Management User	View dashboards, reports, compliance trends and overdue directive information.
System Administrator	Manage users, roles, security, workflow configuration and system support activities.

13. Testing and Acceptance Requirements

The solution shall undergo testing to ensure that it functions as intended and meets the business and technical requirements of the NRCS. The following testing and acceptance requirements shall apply.

Ref	Test area	Minimum evidence required
TA01	Unit and configuration testing	Results for configured rules, forms, workflows, calculations and components.
TA02	System and end-to-end testing	Evidence that complete business scenarios operate across modules and interfaces.
TA03	Integration testing	Successful normal, exception, retry and reconciliation scenarios for every approved interface.
TA04	Migration testing	Trial migration results, reconciliation, data-quality exceptions and remediation evidence.
TA06	Performance testing	Load, stress and endurance results against approved volumes and response targets.
TA08	User acceptance testing	Business-approved scenarios, results, defects and formal sign-off.
TA09	Operational readiness	Approved support model, monitoring, runbooks, access, training, cutover, rollback and continuity arrangements.
TA10	VPN and APN testing	
TA11	Final acceptance	All mandatory deliverables accepted, critical/high defects closed or formally waived, and contractual acceptance criteria met.

14. Dependencies and Validation

- Availability, ownership and technical capability of internal and external source systems.
- Approval of design and configurations design of the system , detailed process designs, business rules, data mappings, user roles, records-retention rules and integration specifications by NRCS.
- Availability of cleansed source data, subject-matter experts, test users, environments and third-party cooperation.
- Final hosting, licensing, privacy and architecture decisions through NRCS governance processes

15. Solution Design and Implementation Methodology

15.1 RISKS AND ISSUES MANAGEMENT STRATEGY

The bidder risks and issues management strategy which will be adopted to ensure successful implementation and adoption of the system.

15.2THE SOLUTION ARCHITECTURE

The bidder must clearly explain the proposed solution architecture including but not limited to all components of the system, the type of database management system, content repository. It is important for the bidder to indicate to the NRCS if the system is a two-tier or three-tier landscape solution and demonstrate who the system's access and transactions are fulfilled. The applications server, database servers and other components of the solution must be clearly depicted to help the NRCS to understand how the solution will be technically designed and implemented.

15.3 THE DEVELOPMENT IDE

The bidder must explain on which development framework will the system's enhancements be implemented on and how will the bidder ensure that changes to the source code do not impact the standard functionality. It is important for the bidder to also share the development language in which enhancements will be implements.

The bidder must explain how the solution handles aspects of version management in respect to developments and enhancements of the source code.

16. Phased Implementation Approach

The implementation shall follow a phased approach to minimise risk, ensure business continuity, support user adoption, and allow for the progressive rollout of functionality across the NRCS.

17. Project Deliverables

The service provider shall deliver:

1. Detailed Business Requirements Specification.
2. Process Analysis and Design.
3. Solution Design Document.
4. Configured Inspection Management Platform.
5. Specification for the inspection Devices
6. Electronic Forms Repository.
7. Workflow Configuration.
8. Reporting and Dashboard Suite.
9. User Acceptance Testing.
10. Training Materials.
11. Administrator Training.
12. End User Training.
13. Production Deployment.
14. Support and Maintenance Documentation.
15. Knowledge Transfer Documentation.

18.SPECIAL CONDITIONS OF TENDER

18.1 The prospective service providers must submit an all-inclusive price and detailed cost breakdown schedule (the price must be VAT inclusive) as provided for in the SBD 3.1 Form.

18.2 The NRCS reserves the right to negotiate pricing with all the preferred bidders in line with market related prices.

18.3 Travelling costs and time spent or incurred between home and office of the consultant including their staff shall not be for the account of the NRCS.

18.4 Travelling costs and time spent or incurred between the service provider offices and the NRCS offices shall not be for the account of the NRCS.

18.5 Supporting documents for all disbursement incurred must be submitted to the NRCS together with the invoices.

18.6 Payments will be strictly based on approved deliverables and time as per the service level agreement.

18.7 The NRCS reserves the right not to award the bid to the lowest bidder.

18.8 The service provider must not bill the NRCS for any unproductive or duplicated time spent on any assignment, for any reason, including as a result of staff changes.

18.9 Copy and Distribute

18.10 The NRCS shall be entitled to copy, reproduce and/or distribute submissions of all copies sent to the NRCS by the respondent in response to and/or in connection with this bid, among its employees to be used for further development of the NRCS project.

18.11 All intellectual property rights emanating from this project will vest with the NRCS either electronically or hard copy or any other.

18.12 Confidentiality: Bids submitted will not be revealed to any other bidders without the other bidder's consent. All information pertaining to the NRCS obtained by the bidder as a result of participation in this bid is confidential and must not be disclosed without written authorisation from the NRCS.

18.13 Should the resource provided by the preferred bidder to render services to the NRCS resigns etc. the appointed bidder shall be expected to replace the resource with similar skills as the resource.

18.14 Any Independent committee member/s shall not either directly or indirectly engage in any business activity with the NRCS or in any way use information obtained during the contract cycle for their own benefit during their term of engagement or after termination of their contract for a period of at least 36 months.

18.15 The appointed bidder will be required to have all the relevant resources as and when required by the NRCS.

18.16 The General Conditions of Contract (GCC) must be signed or initial on each page by the bidder as included in the bid document.

18.17 The NRCS will not award the bid to any preferred bidder who has not registered on the Central Database Supplier (CSD) as required by the National Treasury Prescript, until they are registered on the CSD. Bidders are required to furnish the NRCS with the CSD as proof.

18.18 In terms where the preferred bidder tax matters are not in order 7 (seven) days will be given to the bidder to rectify their tax matters. Failure to do so will lead to disqualification of the bidder from the bid process as indicated in the National Treasury Prescript No 9 of 2017/2018.

18.19 The NRCS reserves the right not to accept any bids, which does not comply with the specifications, and conditions

set out in the bid documents.

18.20 In cases where a bidder will be sub-contracting, proof of documentation for the subcontractor should be submitted as well i.e. BBBEE, company registration documents, partnership agreement, Joint Venture agreement etc.

18.21 The NRCS reserves the right to further confirm reference letters or similar project experience of the preferred bidder to be appointed.

18.22 The NRCS will not be responsible for the costs of preparing this bid as well as the costs for the preparation of the DEMO in case your bid is considered.

18.23 The provisions of Protection of Personal Information Act, No.4 of 2013 will be adhered to.

18.24 The quoted price must include inflation escalation and specify exchange rates used or where applicable.

18.25 The NRCS may disqualify a Bidder whose proposal contains a misrepresentation which is materially incorrect or misrepresented.

18.26 The tender will be awarded in line with National Treasury Prescripts and all applicable legislations.

18.27 As expected there may be a scope variation in our requirements upon conclusion of detailed analysis and discussions to be held during the implementation, the NRCS does not expect these variations to exceed 10%. In case this is required then the service provider will be expected to obtain approval from the NRCS. However, the service provider will have to prove that the NRCS has to consider that variation and implementation should not be held pending the approval of such variation.

18.28 The preferred bidder will be expected to follow SDLC phases.

18.29 The preferred bidder will be expected to sign a Service level agreement(SLA) with NRCS he preferred bidder must have local presence and support offices in South Africa.

18.30 The evaluation of this bid contains three (3) stages of evaluation. Compliance with all administrative and logistical arrangements required as part of the evaluation process is compulsory. Any failure to comply will lead to disqualification.

18.31 As part of evaluation process for this bid, a site visit will be conducted by the NRCS to observe a similar solution provided by the bidder to one of the bidder's clients. For the purposes of validity and existence of the client and the solution provided, the bidder must make arrangements with their client to enable the NRCS to conduct the site inspection at the client's premises or virtually with the client demonstrating the solution and its functions.

18.32 It is the responsibility of the bidder to facilitate this and ensure that the client is available to show the NRCS the solution. During the site visit, the bidder must form part of the process and will be allowed to fully participate alongside the client, regarding the demonstration of the solution provided to the client.

18.33 Upon request, qualifying bidders will be required to furnish the details of the client they chose for the NRCS to conduct the site visit inspection. Bidders must provide a comprehensive list of all clients that have utilised the similar solution, in the bid response. The NRCS will not perform a site visit inspection of a client that the bidder did not

include in their bid response at the time of bidding.

18.34 Any failure to comply with site visit inspection requirements will lead to disqualification of the bid.

18.35 The NRCS reserves the right to seek more information or clarity to confirm existence and/or validity of any information submitted.

18.36 Bidders are obliged to provide relevant information within the stipulated timeframes upon request by the NRCS.

18.37 Presentations must be electronically presented and must be submitted to the NRCS electronically upon request.

18.38 NRCS reserves the right not to accept any bid that contains unfavourable conditions or lacking sufficient information to enable the evaluation process.

19.CONTRACT PERIOD

19.1 The contract period commences as per service level agreement for implementation within the first year and annual support & maintenance as well as licenses (where applicable) for 5 years.

i. The system to be provided is a once-off installation.
ii. The implementation must be concluded within the first year.
iii. The support & maintenance services after the system has been implemented is for 5 years payable annually.
iv. The license renewals after the system has been implemented is for 5 years payable annually.

20 SOLUTION PRICING

20.1 SOLUTION IMPLEMENTATION COSTS

i. The preferred solution should be a bespoke system/application, cloud-based solution that is not restricted by licenses, it should be unlicenced if possible, ensure the system is hosted in-house on NRCS Microsoft Azure Platform .

ii. Should the bidder propose a licence solution then bid's pricing for implementation effort must be separate from the licensing cost of the system. If the system has different types of licenses for different users, the bid's pricing must explain that and demonstrate that difference.

21. MANDATORY REQUIREMENTS

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

21.1 Late submission will not be accepted

21.2 Compliance to the specification

21.3 Attendance of compulsory briefing session (NB: The business process will only be shared with bidders that have attended the compulsory briefing session.

NB: Bidders are required to complete and sign SBD forms 1,3.1,4 and 6.1. Failure to submit these forms as required may lead to disqualification or non-allocation of preference points where applicable.

Bidders must ensure that:

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

22. EVALUATION CRITERIA

NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned.

Minimum Required Score for functionality is **70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation.** Bidders meeting the minimum score of 70 points out of 100 points a site visit evaluation will be conducted, and a minimum required score is 70 out of 100 points.

Phases of the evaluation criteria	Minimum qualification criteria for this phase	Total Points	Minimum requirement to qualify for next phase
1.Functionality Evaluation Criteria Stage 1 (Desktop evaluation)	Confirm responsiveness of bids and verify documents submitted	**100**	70% or more **Refer to comprehensive details under the relevant section below**
2.Functionality Evaluation Criteria Stage 2 (Client Site Visit Inspection)	Confirm that the bidder has implemented similar application at another site with an actual client demonstrating such an application/solution	100	70% or more **Refer to comprehensive details under the relevant section below**

3.Functionality Evaluation Criteria Stage 3 (Bidder Demonstration Evaluation Phase)	Confirm that the bidder has developed a conceptualised solution / application that meets the scope outlined in this bid.	100	70% or more **Refer to comprehensive details under the relevant section below**
4.Price and Preference (Specific Goals) evaluation	Points scoring system based on price offered and Specific Goals as outlined in the SBD6.1	100	Refer to the SBD6.1

Bidders should refer to the next section for a comprehensive outline of the evaluation criteria applicable to this bid, as well as the essential requirements in each stage.

23. FUNCTIONALITY EVALUATION CRITERIA

23.1 Phase 1: DESKTOP FUNCTIONALITY EVALUATION CRITERIA (PHASE 1)

Note: Bidders that fail to meet the minimum threshold of 70 points on functionality evaluation criteria phase 1 will be disqualified. Bidders that meet the minimum threshold of 70 points on functionality evaluation criteria phase 1 will qualify to be evaluated on functionality evaluation criteria phase 2 (Site Visit).

ITEM	DESCRIPTION	DETAILED DESCRIPTION	RATING	WEIGHT
1. Technical Feasibility	• The bidder must demonstrate their approach to ensuring service quality and delivering the project in accordance with the Scope of Work (Paragraph 10.5). The bidder must describe the project delivery methodology and the application of recognised project management frameworks (e.g. PRINCE2, PMBOK, Agile or equivalent). • The bidder must provide detailed information on how the proposed solution will be implemented to meet the bid requirements, including a detailed project plan outlining key milestones, timelines, deliverables, dependencies, and resource allocation. • The implementation methodology should address the following: • Business Requirements • Functional Requirements • Common Data Requirements • Validation and Control Requirements • Integration Requirements • Non-Functional Requirements	1.1.1. Insufficient information provided on the approach to ensuring service quality and project delivery methodology related to the Scope of Work. The bidder addresses one (1) to two (2) of the seven (7) requirements, demonstrating a poor understanding of the project and implementation approach .	1	40
		1.1.2. Limited information provided on the approach to ensuring service quality and project delivery methodology related to the Scope of Work. The bidder addresses three (3) to four (4) of the seven (7) requirements, demonstrating a limited understanding of the project and implementation approach.	2	
		1.1.3. Adequate information provided on the approach to ensuring service quality and project delivery methodology related to the Scope of Work. The bidder addresses five (5) of the seven (7) requirements, demonstrating an acceptable understanding of the project and implementation approach.	3	
		1.1.4. Detailed information provided on the approach to ensuring service quality and project delivery methodology related to the Scope of Work. The bidder addresses six (6) of the seven (7) requirements, demonstrating a strong understanding of the project and implementation approach.	4	
		1.1.5. Comprehensive information provided on the approach to ensuring service quality and project delivery methodology related to the Scope of Work. The bidder clearly addresses all seven (7) requirements, demonstrating a thorough understanding of the project and a detailed implementation approach.	5	

	• User Roles and Responsibilities • Testing and Quality Assurance Approach • Change Management and User Adoption Strategy • Training, Skills Transfer, and Knowledge Transfer • Risk Management and Mitigation Approach • Go-Live and Hypercare Support			
2. Bidder's Track Record and References	The bidders must provide contactable reference letters on official company letterhead signed from clients where work of a similar nature was undertaken and completed successfully **within the past three years from the closing date of this bid.**	3.2.1. One reference provided.	1	20
		3.2.2. Two completed references provided.	2	
		3.2.3. Three completed references provided.	3	
		3.2.4. Four completed references provided.	4	
		3.2.5. Five and above completed references provided.	5	
3. Project Manager and change Manager	The bidder must provide the CVs and qualifications of the proposed Project Manager and Change Manager who will be assigned to the project. The resources must demonstrate experience in managing and delivering projects of a similar size, complexity, and nature, including project planning, stakeholder management, change management, risk management, user adoption, training, and successful implementation of enterprise business applications	Project Manager and Change Manager possess relevant qualifications, CVs provided, and each with less than 3 years' experience managing digital transformation, workflow automation, inspection management or related enterprise system implementation projects of similar size and complexity	1	20
		Project Manager and Change Manager possess relevant qualifications, CVs provided, and each with 3-4 years' experience managing digital transformation, workflow automation, inspection management or related enterprise system implementation projects of similar size and complexity	2	
		Project Manager and Change Manager possess relevant qualifications, CVs provided, and each with 5 years' experience managing digital transformation, workflow automation, inspection management or related enterprise system implementation projects of similar size and complexity	3	

		Project Manager and Change Manager possess relevant qualifications, CVs provided, and each with 6-7 years' experience managing digital transformation, workflow automation, inspection management or related enterprise system implementation projects of similar size and complexity	4	
		Project Manager and Change Manager possess relevant qualifications, CVs provided, and each has more than 7 years' experience managing digital transformation, workflow automation, inspection management or related enterprise system implementation projects of similar size and complexity.	5	
Technical Team	The bidder must provide CVs, qualifications, and certifications for the proposed Developer, Business Analyst, and Security Analyst assigned to the project. The team will be evaluated based on qualifications, relevant certifications, and demonstrated experience in delivering similar enterprise system implementation projects.	Developer, Business Analyst, and Security Analyst each have less than 3 years' relevant experience. CVs provided.	1	20
		Developer, Business Analyst, and Security Analyst each have 3-4 years' relevant experience. CVs, qualifications, and certifications provided.	2	
		Developer, Business Analyst, and Security Analyst each have 5 years' relevant experience. CVs, qualifications, and certifications provided. years' experience	3	
		Developer, Business Analyst, and Security Analyst each have 6-7 years' relevant experience. CVs, qualifications, and certifications provided.	4	
		Developer, Business Analyst, and Security Analyst each have more than 7 years' relevant experience. CVs, qualifications, and certifications provided.	5	
		MINIMUM QUALIFYING THRESHOLD POINTS	**70**	
		TOTAL SCORE	**100**	

23.2 Functionality Evaluation Criteria Phase 2 : Site Visit Inspection

As part of evaluation process for this bid, a site visit will be conducted by the NRCS to observe a similar solution provided by the bidder to one of the bidder's clients. For the purposes of validity and existence of the client and the solution provided, the bidder must make arrangements with their client to enable the NRCS to conduct the site inspection at the client's premises or virtually with the client demonstrating the solution and its functions. It is the responsibility of the bidder to facilitate this and ensure that the client is available to show the NRCS the solution. During the site visit, the bidder must form part of the process and will be allowed to fully participate alongside the client, regarding the demonstration of the solution provided to the client. Further logistical and administrative arrangements regarding the site visit will be made with the bidder when needed. Qualifying bidders will be informed/notified of the need for the site visit inspection at least 7 days prior. In response to the notification, bidders will be required to furnish the details of the client they chose for the NRCS to conduct the site visit inspection. Bidders must provide a comprehensive list of all clients that have utilised the similar solution, in the bid response. The NRCS will not perform a site visit inspection of a client that the bidder did not include in their bid response at the time of bidding. Any failure to comply with site visit inspection requirements will lead to disqualification of the bid.

Note: Bidders that fail to meet the minimum threshold of 70 points on functionality evaluation criteria phase 2 will be disqualified. Bidders that meet the minimum threshold of 70 points on functionality evaluation criteria phase 2 will qualify to be evaluated on functionality evaluation criteria phase 3 (Demonstration).

Evaluation Criteria for site visit inspection:

Criterion	Weight	Score awarded
1. Similarity and operational use	10	
2. Inspection planning and allocation	10	
3. End-to-end inspection execution	15	
4. Mobile, offline and field capability	10	
5. Electronic forms, data and evidence	10	
6. Compliance, directives and corrective actions	10	
7. Workflow, notifications and escalations	10	
8. Reporting and dashboards	10	
9. Security, access and audit trail	10	
10. Support, maintainability and client experience	5	
Total	**100**	**____ / 100**
Minimum qualifying threshold	**70**	

23.3 FUNCTIONALITY EVALUATION CRITERIA PHASE 3: DEMONSTRATION EVALUATION PHASE

Bidders are to demonstrate the proposed solution to enable the NRCS to evaluate its compliance with the scope of work outlined in this tender. To that end, qualifying bidders will be invited to demonstrate the solution and afforded 5 working days prior to the demonstration date. The demonstration will be conducted through MS Teams and will be attended by the NRCS Bid Evaluation Committee. The criteria below will be used to evaluate the demonstrated solution.

Note: Bidders that fail to meet the minimum threshold of 70 points on functionality evaluation criteria phase 3 will be disqualified. Bidders that meet the minimum threshold of 70 points on functionality evaluation criteria phase 3 will qualify to be evaluated on Price and Preference (Specific Goals) in line with the SBD6.1 attached as part of the bid document.

Demonstration evaluation criteria:

NO	DESCRIPTION	WEIGHT	SCORE AWARDED
1.	General Inspections process	35	
	Sanctions process	35	
2.	Reporting, Dashboards and System Administration	30	
MINIMUM QUALIFYING THRESHOLD POINTS		**70**	
TOTAL POINTS		**100**	**____ / 100**

The bidder will be required to prepare a demonstration to take the BEC through it. Ther presentations must not exceed 60 minutes. Additional 30 minutes will be availed for question and answers regarding the presentation.

- Presentations must be electronically presented and must be submitted to the NRCS electronically upon request.
- Presentation must be attended by the manager and the senior nominated for this project

24. PACKAGING OF BID

Bid No. NRCS 008-2026/2027

Description: **APPOINTMENT OF A SERVICE PROVIDER TO AN END-TO-END INPECTION AUTOMATION SOLUTION TO THE NRCS.**

Bid closing date and time: **30 November 2026 at 11H00** (**Submission of late bids will not be accepted**)

Name and address of the bidder: _____

NB: The bid proposal envelope shall contain one original hard copy document, clearly marked "original", and three (3) hard copies, clearly marked "Copy" (i.e. three documents to be included in each envelope.

Note: The bids are to be delivered at the following addresses:

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

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

25. 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 No.	Description	Submitted (Yes/No)
Schedule 1	Valid and original SARS Tax Clearance Certificate	
Schedule 2	Latest company registration certificate from the Companies and Intellectual Property Commission (CIPC) / Proof of company registration	
Schedule 3	Certified ID copies of the directors / trustees / shareholders and their shareholding percentages	
Schedule 4	Original and valid B-BBEE status levels verification certificate or a **certified** copy thereof, substantiating your B-BBEE rating.	
Schedule 5	Functionality Criteria	