national consumer tribunal

REQUEST FOR BID

RFP NO.	NCT- 4/3/2/47
RFP ISSUE DATE	06 November 2026
RFP DESCRIPTION	REQUEST FOR BID TO APPOINT A SERVICE PROVIDER FOR THE PROVISION OF PENSION FUND ADMINISTRATION SERVICES FOR A PERIOD OF FIVE (5) YEARS
CLOSING DATE AND TIME	01 December 2026 @ 12h00pm
QUESTIONS & ANSWERS (Q&A) SESSION	**A non-compulsory Questions and Answers (Q&A) Session will be held on Microsoft Teams.** **Date:** 18 November 2026 **Time:** 10:00AM Microsoft Teams Meeting **Join:** **https://teams.microsoft.com/meet/338665160819644 6?p=A77HFExkuiHxA9lOHN** **Meeting ID**: 338 665 160 819 644 6 **Passcode:** CY6Gi74m
LOCATION FOR DELIVERY OF SUBMISSIONS AND FORM OF SUBMISSIONS	The National Consumer Tribunal, Ground Floor, Building B, Lakefield Office Park, 272 West Avenue, Corner of West & Lenchen Avenue North, Centurion, 0046
BID VALIDITY	180 CALENDAR DAYS

Bidders must submit queries to Pensiontender@thenct.org.za

For any queries or questions, please use the above-mentioned email address.

The NCT requests your proposal on the services listed above. Please provide all requested information and return your proposal by the date and time stipulated above.

Submissions submitted after the stipulated closing date and time, or those that are incomplete, will not be considered and may be deemed non-responsive.

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1. INTRODUCTION

1.1. The National Consumer Tribunal ("NCT") was established in terms of the National Credit Act, No. 34 of 2005 ("NCA"), as amended, and in terms of the Consumer Protection Act, Act No. 68 of 2008 ("CPA").

1.2. Mandate and functional purpose

As an independent adjudicative entity, the NCT's mandate is to hear and decide on cases involving consumers, service providers, credit providers, debt counsellors, and credit bureaus. It is also responsible for reviewing decisions made by the National Credit Regulator and the National Consumer Commission.

In pursuing this mandate, the functions of the NCT are to:

- Adjudicate on any application or referral that may be made to it in terms of the NCA and CPA.
- Make any order provided for in these Acts regarding such an application or referral of prohibited conduct, and, if finding that a contravention exists, impose a remedy provided for in these Acts.
- Grant an order for costs in terms of these Acts.
- Exercise any other power conferred on it by these Acts.

2. LEGISLATIVE FRAMEWORK OF THE BID

2.1 This proposal and all contracts emanating from this RFP will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A, published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999), as well as the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and its Preferential Procurement Regulations, 2022.

This proposal is further guided by Section 217 of the Constitution of the Republic of South Africa, 1996, which requires that procurement be conducted in a manner that is fair, equitable, transparent, competitive, and cost-effective.

2.2 The Special Conditions of Contract are supplementary to the General Conditions of Contract. Where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail. These conditions form part of the bid, and bidders are required to familiarise themselves with their contents.

2.3 The Public Administration Management Act, 2014 (Act No. 11 of 2014), Chapter 3, Section 8(2)(a), stipulates that an employee of the NCT may not conduct business with the NCT.

2.4 This bid and any resulting contract shall also be subject to the following applicable legislation but not limited to:

- Pension Funds Act, 1956 (Act 24 of 1956), as amended;
- Financial Advisory and Intermediary Services Act, 2002 (Act 37 of 2002);
- Financial Sector Regulation Act, 2017 (Act 9 of 2017);
- Protection of Personal Information Act, 2013 (Act 4 of 2013);
- Promotion of Administrative Justice Act, 2000 (Act 3 of 2000).

2.5 Bidders having a relationship with persons employed by the NCT must declare their interest on SBD 4 (Bidders' disclosure).

2.6 National Standards - The goods/services offered must comply with all laws and regulations, as amended, that are applicable to the supply contract.

2.7 Tax Compliance Requirements

- In line with National Treasury Instruction Note 9 of 2017/2018, it is a condition of this proposal that the tax matters of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services ("SARS") to meet the bidder's tax obligations.
- It is a requirement that bidders grant written approval when submitting this proposal that SARS may, on an ongoing basis during the tenure of the contract, disclose the bidder's tax compliance status, and by submitting the bid, such approval is deemed to have been granted.
- The bidder must be registered on the Central Supplier Database (CSD) and provide the CSD number and Tax Compliance Status (TCS) pin as per SBD 1.
- In cases where Consortium/ Joint Venture/ Sub-contractors are involved, each party must be registered on the CSD, and their TCS will be verified through the CSD.
- The Tax Compliance Status requirements are also applicable to foreign bidders/ individuals who wish to submit bids.

2.8 Registration on the Central Supplier Database

- Bidders must register on the National Treasury Central Supplier Database to do business with the state. Accounting Officers/Accounting Authorities cannot award any bid or price quotations to any supplier who is not registered on the Central Supplier Database. To register or log in, use https://secure/csd.gov.za/.
- Bidders must be registered on CSD prior to submitting their bids. Failure to register prior to submitting the proposal will invalidate the bid.
- The latest FULL CSD report, not a summarised version, must be submitted with the bid.

2.9 Procurement Legislation

The NCT has a detailed evaluation methodology premised on:

- Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- The Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- The Preferential Procurement Regulations, 2022 issued in terms of the PPPFA; and
- The Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

2.10 Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services required, including but not limited to the Pension Funds Act and the Insurance Act.

3. SERVICES REQUIRED

3.1 Background

The NCT currently does not have an Employee Benefits Scheme. The NCT intends to establish a structured and compliant Pension Fund for its employees.

The purpose of this initiative is to provide employees with a sustainable retirement savings mechanism that aligns with applicable legislation and best-practice governance standards.

3.2 Purpose

The purpose of this Request for bid (RFB) is to appoint a qualified and experienced service provider for the design, establishment, administration and ongoing management of a Pension Fund for a period of five (5) years.

4. SCOPE OF WORK

This scope of work outlines the detailed responsibilities, functions, and service expectations of the pension fund service provider to be appointed by the NCT.

The service provider will be responsible for designing, establishing, administering and managing a Defined Contribution Pension Fund (DC Pension Fund) for NCT staff, including all required fund governance, compliance, investment structures, participant onboarding and ongoing member support.

4.1 Establishment of the Pension Fund

The appointed service provider must:

- Design and establish a DC Pension Fund fully compliant with applicable legislation.
- Draft all fund rules, participation terms, investment structure documents, and governance frameworks.
- Facilitate required registration processes and compliance submissions.

4.2 Participation Requirements

Existing Employees: Participation must be voluntary.
New Employees: Participation must be mandatory for employees appointed after the implementation date.

4.3 Contribution Management

The service provider must enable variable monthly employee contributions and transparent reporting. As the employer, the NCT will not make any monthly contributions but may, at its sole discretion, make an annual contribution to the fund.

4.4 Investment Management

The service provider must offer a range of compliant investment portfolios, each with a detailed strategy, a clear performance history, and a well-defined risk profile.

4.5 Administration and Reporting

The service provider must deliver comprehensive administrative services, including benefit statements, financial reporting, compliance reporting, and secure online platforms.

4.6 Portability and Transfers

The service provider must ensure seamless transfers, exits, and preservation processes in accordance with applicable legislation.

4.7 Member Support and Education

The service provider must offer onboarding, financial education, one-on-one consultations, planning tools, and helpdesk support.

4.8 Governance and Compliance Support

The service provider must support the NCTs governance structures, comply with regulatory filings, and provide regulatory training as needed.

4.9 Implementation and Transition Management

The service provider must submit a detailed project plan covering setup timelines, training, onboarding, and integration.

4.10 Standard Planning Assumptions (For Service Design and Pricing)

To ensure consistency, comparability, and transparency across all bids, all bidders must base their service design and pricing on the following standardised workforce, financial, and participation assumptions.

These assumptions are mandatory and must be applied uniformly by all bidders when completing **Annexure A (Pricing Schedule)**.

4.10.1 **Workforce Profile and Assumption**

The assumption of a stabilised workforce of 63 employees overrides the actual workforce structure for pricing purposes solely to ensure consistency and comparability across all bids.

The assumption is based on the following:
The NCT currently has 54 positions on its structure.

Of these:
- 38 positions are currently filled (participation is voluntary). It is assumed that 75% of these employees (29 positions) will elect to participate.
- 16 positions are vacant (the participation of incumbents is compulsory)
- It is anticipated that 18 new positions will be created and filled (participation will be compulsory)

4.10.2 **Salary and Pensionable Earnings Assumption**

The average annual salary is R887,158.

Description	**Value**
Average Salary	R887,158
Assumed Participants	63

This value must be used as the baseline for contribution calculations.

4.10.3 **Estimated Annual Employee Contributions**

For purposes of preparing their proposals, bidders must assume an employee contribution rate of 7.5% of their annual pensionable remuneration for all participating employees.
Bidders must use the following:
- Contribution rate: 7.5%

4.10.4 **Employer Contribution Assumption**
- The NCT will not make monthly employer contributions.
- Bidders must assume a fixed annual employer contribution of R6,000,000.
- This value is mandatory and must be included in all financial modelling.

4.10.5 **Pricing Methodology Requirements (Mandatory)**

Bidders must adhere to the following:

4.10.5.1 **Pricing Rules**

All pricing must be:
- In South African Rand (ZAR);
- Fixed for evaluation purposes for the full validity period of 180 days;
- Inclusive of all costs required to deliver the services within the scope of work;
- Based on and aligned to standard planning assumptions set out in Paragraph 4.10.

4.10.5.2 **Prohibited Pricing**

The following pricing structures are **strictly** not permitted:
- Percentage - based pricing
- Variable pricing models
- Contingency - based fees

4.10.6 **Standardisation Requirement**

All bidders must:

- Use the assumptions in this section without modification
- Not introduce an alternative:
  - Participation rates
  - Contribution assumptions

4.10.7 **Important Note**

These assumptions are provided to:

- Ensure fair and equitable evaluation
- Enable direct comparison of bids
- Eliminate pricing disparities

Failure to strictly adhere to these assumptions will result in the bid being deemed **non-responsive**.

5. TIMELINE OF THE BID PROCESS

5.1 The period of validity of bids and the withdrawal of offers after the closing date and time shall be 180 calendar days.

5.2 The project timelines for this bid are set out below:

Activity	Due Date
Advertisement of bid	**06 November 2026**
Questions and Answers (Q&A) Session (Microsoft Teams)	**18 November 2026** **(See link to the meeting on page 1)**
Bid closing date	**01 December 2026 @ 12:00PM**
Notice to bidder(s)	The NCT will endeavor to inform bidders of the outcome of the application.

5.3 All dates and times in this bid are South African Standard Time.

5.4 Any time or date in this proposal is subject to change at the NCT's discretion. The establishment of a time or date in this proposal does not create any obligation on the part of the NCT to take any action, nor does it create any right for any bidder to demand that any action be taken on the date established.

5.5 The bidder accepts that, if the NCT extends the deadline for bid submission (the closing date) for any reason, the requirements of this proposal will apply equally to the extended deadline.

6. QUESTIONS AND ANSWERS (Q&A) SESSION

6.1 A Questions and Answers (Q&A) Session will be held virtually via Microsoft Teams on the date mentioned in 5.2 above**.**

6.2 The purpose of the session is to provide prospective bidders with an opportunity to seek

clarification on the bid requirements.

6.3 Attendance at the Q&A Session is encouraged but is not compulsory.

6.4 Any clarification, amendment, or additional information arising from the Questions and Answers (Q&A) Session that may affect the requirements of this proposal will be communicated to all prospective bidders through the National Treasury eTender Portal and, where applicable, by written communication issued by the NCT**.**

7. LATE BIDS

7.1 Bids received after the closing date and time, at the address specified in the bidding documents, shall not be accepted for consideration and, where practicable, shall be returned unopened to the bidder(s).

8. COMMUNICATION DETAILS

8.1 A nominated official of the bidder(s) can make enquiries in writing to the following address: **Pensiontender@thenct.org.za**
Bidder(s) must reduce all enquiries to writing and send them to the above-mentioned email address.

8.2 The delegated office of the NCT may communicate with bidder(s) to seek clarification in the bid proposal. Bidders are required to supply the necessary information within the specified timeframe. Failure to do so may render their bid invalid.

8.3 Any communication with an official or a person acting in an advisory capacity for the NCT in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged, unless it is for the purposes of providing clarity in respect of the legitimate questions pertaining to the bid. The NCT reserves the right not to answer questions that it considers inappropriate.

8.4 All communication between the bidder(s) and the NCT must be done in writing.

8.5 Whilst all due care has been taken in connection with the preparation of this bid proposal, the NCT makes no representations or warranties as to the accuracy or completeness of the bid content, or that the information provided is up to date. This will apply to any information communicated to or provided to bidder(s) during the bidding process. The NCT, its employees, and advisors will not be held liable for any information communicated that may not be accurate, current, or complete.

8.6 If bidder(s) finds or reasonably believes they have found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NCT (other than minor administrative matters), the bidder(s) must promptly notify the NCT in writing of such discrepancy, ambiguity, error or inconsistency to afford the NCT an opportunity to consider what corrective action to take if necessary.

8.7 Any actual discrepancy, ambiguity, error, or inconsistency in the bid or in any other information provided by the NCT shall, if possible, be corrected and be provided to all bidder(s) without attributing the detection of such discrepancy, ambiguity, error, or inconsistency to the bidder(s) who provided the written notice of such matters.

8.8 All people (including bidder(s)) obtaining or receiving the Bid and any other information in connection with the Bid or the Bidding process must keep the contents of the Bid and other such information confidential and must not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

9. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions, setting of counter conditions by bidders or the qualification of any Bid Conditions shall render such bids invalid.

10. FRONTING

10.1 Attention is drawn to bidders that fronting is a criminal offence, punishable by law. The Government supports the spirit of broad-based black economic empowerment and recognises that real empowerment can only be achieved when individuals and businesses conduct themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, the Government condemns any form of fronting.

10.2 The NCT, in ensuring that bidders conduct themselves in an honest manner, shall, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representations made in the bid documents. Should any of the fronting indicators set out in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition, as well as the provisions of the B-BBEE Act as amended, be established during such enquiry/investigation, the onus shall be on the bidder/contractor to prove that fronting does not exist.

10.3 Failure by the bidder(s) to provide evidence to the NCT that no fronting conduct was committed within 14 days of the date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/ contractor from conducting business with the Government for a period not exceeding ten years, in addition to any other remedies the NCT may have against the bidder/ contractor concerned. Furthermore, the NCT shall report any suspected acts of fronting to the South African Police Services for investigation.

11. SUPPLIER DUE DILIGENCE

The NCT reserves the right to conduct supplier due diligence prior to the final award or at any time during the contract period. This may include site visits to the bidder and to clients of the bidder (for reference), assessing the valuation of services rendered, as well as requests for additional information.

12. SUBMISSION OF PROPOSALS

12.1 **Delivery Address and Marking**
All bid submissions must be clearly marked as follows:

"For Attention: National Consumer Tribunal", including the bid number, and be delivered to the following address:

The National Consumer Tribunal
Ground Floor, Building B, Lakefield Office Park
272 West Avenue, Corner of West Avenue and Lenchen Avenue North,
Centurion, 0046

12.2 **Closing Date and Time**
Bid documents will only be accepted if received at the designated address **on or before the closing date and time indicated in this bid document**.

Late submissions will **not be accepted under any circumstances**.

12.3 **Submission Requirements**

Bidders must submit:

- One (1) original bid document;
- Two (2) duplicate copies; and
- One (1) electronic copy on a USB device.

All submissions must:

- Be clearly labelled (Original/ Copy);
- Be sealed separately; and
- Be clearly marked with the bidder's name and bid reference number.

12.4 **Binding and Document Structure**

All hard copy submissions must be:

- Properly bound or filed (e.g. in a lever arch file or similar);
- Presented in a secure and organised format; and
- Loose pages, stapled bundles, or unbound submissions will not be accepted and may result in disqualification.

Bidders must ensure that their submissions are complete, intact, and suitable for handling during the evaluation process.

12.5 **Indexing and Organisation**

Bidders must structure their proposals in a clear and logical manner, including:

- A Table of Contents (Index); and
- Clearly labelled sections aligned with the bid requirements.

Failure to provide a properly structured and indexed submission may negatively affect the evaluation of the bid.

12.6 **Initialling of Documents**

Bidders are required to initial the bottom right-hand side of each page of the bid document.

12.7 **Clarifications and Addenda**

Bidders are responsible for monitoring the National Treasury eTender Portal for any clarification notices, amendments, responses to questions, or other communications issued by the NCT throughout the bidding process.

Failure by a bidder to take note of information published on the National Treasury eTender Portal shall not relieve the bidder of any obligation arising from such communication.

13. CLARIFICATION PRESENTATION

The NCT may, where necessary, invite a bidder to a clarification presentation solely to clarify information contained in its submitted proposal. Any such presentation will not constitute a demonstration or form part of the evaluation or scoring of the bid, and bidders will not be permitted to introduce new information or amend their proposals.

14. DURATION OF THE CONTRACT

The successful bidder shall be appointed effective from the date determined in the Service Level Agreement, as agreed between the parties, for a period of five (5) years.

15. BID DOCUMENT CHECKLIST AND RETURNABLE DOCUMENTS

Table 1: Bid Document Checklist and Returnable Documents

	Document Name	Included in the published bid document?	To be returned by the Bidder?	Bidder to tick Yes/ No if the document is submitted
	PHASE 1: LEGISLATIVE AND OTHER STANDARD BIDDING DOCUMENTS			
1.	SBD 1 - Invitation to Bid	Yes	Yes	
2.	Proof of authority (as per SBD 1)	No	Yes	
3.	SBD 4 - Bidder's Disclosure	Yes	Yes	
4.	SBD 6.1 Preference Points Claim Form	Yes	Yes	
5.	CSD Registration Full CSD Report	No	Yes	
6	Tax Compliance Status (TCS) Pin	No	Yes	
	PHASE 2: MANDATORY REQUIREMENTS EVALUATION			
7.	Valid Registration with Financial Sector Conduct Authority (FSCA).	No	Yes	
8.	Professional Indemnity Insurance (Min R1m)	No	Yes	
9.	Professional Fidelity Guarantee Insurance (Min R1m)	No	Yes	
10.	Pricing Schedule (Annexure A)	Yes	Yes	
	PHASE 3: FUNCTIONALITY			
11.	Reference Letters	No	Yes	
12.	Key Staff: Team List, CV's, Certified Copies (not older than 6 months): ID & Accreditations	No	Yes	
13.	Methodology	No	Yes	
14.	Risk Framework	No	Yes	
15.	Project Plan	No	Yes	
	PHASE 4: PRICE & SPECIFIC GOALS EVALUATION			
16.	SBD 3.**3** Pricing Schedule Firm Prices SBD 3.3SBD 3.3	Yes	Yes	
17.	Proof of Specific Goals Requirements	No	Yes	
	OTHER BID DOCUMENT REQUIREMENTS			

Document Name		Included in the published bid document?	To be returned by the Bidder?	Bidder to tick Yes/ No if the document is submitted
18.	Company Registration Documents	No	Yes	
19.	Company Profile	No	Yes	
20.	Joint Venture (if applicable)	No	Yes	
21.	General Conditions of Contract	Yes	Yes	

16. EVALUATION PROCESS

Bid Completion

Bidders must ensure that:

- All sections of the bid document are fully completed;
- All required documentation has been submitted;
- All information provided is accurate and complete.

Failure to comply with these requirements may result in the bid being deemed non-responsive.

The details of the evaluation phases are outlined below:

Table 2: Evaluation Phases

Phases	Evaluation Stage	Description	Outcome
Phase 1	Legislative and Other Requirements	Evaluation of compliance with legislative and standard bidding requirements	Administrative
Phase 2	Mandatory Requirements	Evaluation of compliance with mandatory bid requirements as specified in Paragraph 16.2	Pass/ Fail
Phase 3	Functionality	Evaluation of functionality criteria to assess technical capability and experience	Minimum threshold: 80 points
Phase 4	Price and Specific Goals	Evaluation in terms of the 80/20 preference points system in accordance with the PPPFA and Preferential Procurement Regulations, 2022	Scored using the 80/20 preference points system (Total: 100 points)

16.1 PHASE 1: LEGISLATIVE AND OTHER STANDARD BIDDING DOCUMENTS

Legislative Requirements

Bidders must submit the legislative documents detailed below.

- SBD 1 - Invitation to Bid, including proof of authority.
- SBD 4 - Bidder's Disclosure.
- SBD 6.1 Preference Points Claim Form.
- Copy of Central Supplier Database (CSD) Registration Full CSD Report (Nott the summarized version)
- A valid Tax Compliance Status (TCS) PIN obtained via SARS e-Filing.

Non-submission of the required documents may result in disqualification.

16.2 PHASE 2: MANDATORY REQUIREMENTS

Bidders must submit the required documents specified under the mandatory requirements by the bid closing date and time.

During this evaluation phase, bids will be assessed on a pass/fail basis for compliance with the mandatory requirements.

Bidders who fail to meet any mandatory requirement will be disqualified and will not be considered for further evaluation.

16.2.1 Bidders must provide proof of valid registration with the Financial Sector Conduct Authority (FSCA) relevant to the services required and must demonstrate that they have been registered for a minimum period of eight (8) years.
- This requirement relates to organisational registration and is separate from personnel requirements evaluated under functionality.

16.2.2 At a minimum, bidders must demonstrate:
- Authorisation to provide pension-fund-related services;
- A valid Financial Services Provider (FSP) licence issued in terms of the Financial Advisory and Intermediary Services Act (FAIS Act), including Category I (Financial Advisory and Intermediary Services) with approval for Pension Fund Benefits.

Bidders must submit:
- Their FSCA licence number; and
- Proof of current FSCA registration.

Certificates issued by the former Financial Services Board (FSB) will only be accepted if supported by proof of current FSCA registration.

16.2.3 Bidders must provide valid proof of:
- Professional Indemnity Insurance (Minimum R1m); and
- Professional Fidelity Guarantee Insurance (Minimum R1m)

16.2.4 Bidders must ensure that they fully complete, sign, and submit the attached Pricing Schedule (Annexure A).

The Pricing Schedule (Annexure A) must be:
- Fully completed;
- Submitted in Rand values only;
- Aligned to the prescribed standard planning assumptions (Paragraph 4.10);
- Signed by the authorised representative of the bidder.
- Free of blank fields or percentage-based entries.

16.2.5 Failure to submit any of the above mandatory documents by the closing date and time will result in automatic disqualification, and the bid will be deemed non-responsive.

16.3 PHASE 3: FUNCTIONALITY

16.3.1 Bids will be evaluated based on the functionality criteria outlined below.
Only bidders who achieve a minimum threshold of 80 points out of 100 will be considered for further evaluation under Phase 4 (Price and Specific Goals).

Table 3: Functionality Criteria

FUNCTIONALITY	MAXIMUM POINTS TO BE AWARDED
1. Bidders' Company Experience	**25**
The bidder must demonstrate the ability and experience in the delivery of Pension Fund Administration. Bidder must present the details of current or previous clients for whom they have provided Pension Fund Administration Services. Bidders must submit at least three (3) reference letters dated not older than 01 January 2023, which must include the following: • Must be on the letterhead of client. • Must have contactable reference name and contact details. • Must indicate the type of services rendered. • Must indicate number of years of services provided. • Must be duly signed by an official of the client company. **Scoring Guideline:** Points will be awarded based on the total cumulative years of Pension Fund Administration experience, as evidenced by the reference letters: o Bidder has 15 or more years' cumulative experience – **25 Points** o Bidder has 10 or more but less than 15 years' cumulative experience - **15 Points** o Bidder has less than 10 years' cumulative experience. – **Zero Points**	25
2. Project Team Experience	**25**
The bidder must demonstrate the availability of suitably qualified and experienced personnel to provide the required services. Bidders must submit: • A list of proposed personnel indicating names, roles, years' experience and accreditations, where applicable. • Curriculum Vitae (CVs) for each individual. • The bidder must submit separate personnel for each of the positions listed below. • Certified copies: Identity Documents and professional accreditations, which must not be older than six (6) months from the bid closing date. **Scoring Guideline**: **a. <u>Key Individual (FSCA-Approved) – Maximum 10 points</u>** The bidder must designate a Key Individual responsible for governance and regulatory compliance. • Must be registered with the FSCA under the FAIS Act; • Must have a minimum of 5 years' relevant experience in financial services or pension fund administration; • Must provide FSCA licence/registration details; • Must be approved for the following relevant Classes of Business: - Pension Fund Benefits; and - Investments • Must submit supporting documentation (e.g. CV, ID etc) **Points allocation** o Meets all minimum requirements – **10 Points** o Does not meet any requirements – **Zero Points**	25

FUNCTIONALITY	MAXIMUM POINTS TO BE AWARDED
b. <u>Compliance Officer – Maximum 5 points</u> The bidder must provide a Compliance Officer responsible for regulatory compliance. • Must have a minimum of 5 years' relevant experience in pension fund and FSCA regulatory compliance; • The compliance officer must be registered as such with the FSCA. • Must submit supporting documentation (e.g. CV, ID etc) **Points allocation** ○ Meets all minimum requirements – **5 Points** ○ Does not meet any requirements – **Zero Points** c. **<u>Fund Administrator / Operations Lead – Maximum 5 points</u>** The bidder must appoint a Fund Administrator or an Operations Lead responsible for pension fund administration and operational delivery. • Must have a minimum of 5 years' relevant experience in pension fund administration; • Must demonstrate experience in: - Contributions processing; - Benefit administration; - Member record management; and • Must submit supporting documentation (e.g. CV, ID etc.) **Points allocation** ○ Meets all minimum requirements – **5 Points** ○ Does not meet any requirements – **Zero Points** **d. <u>Project Manager – Maximum 5 points</u>** The bidder must provide a Project Manager responsible for overseeing the implementation, coordination, and delivery of the pension fund solution. • Must have a minimum of 5 years' relevant experience in project management within pension fund or financial services environments; • Must demonstrate experience in: - Implementation planning; - Stakeholder coordination; - Timeline and deliverables management; • Must submit supporting documentation (e.g. CV, ID etc.) **Points allocation** ○ Meets all minimum requirements – **5 Points** ○ Does not meet any requirements – **Zero Points**	
3. Understanding of NCT's Requirements (Scope of Work)	**20**
The bidder must demonstrate a clear understanding of the NCT's requirements and the ability to deliver on all scope of work elements, as per paragraph 4 above being: • Fund establishment, • Participation requirements • Contributions management, • Investment management, • Administration and reporting,	20

FUNCTIONALITY	MAXIMUM POINTS TO BE AWARDED
• Portability and transfers, • Member support and education, • Governance and compliance support, and • Implementation and transition management **Scoring Guideline:** The bidder's methodology will be evaluated based on the extent to which it demonstrates an understanding of the NCT's requirements and the ability to deliver on all scope of work elements. **Points Allocation** ○ Methodology demonstrates an understanding and the ability to deliver on all the elements of the scope of work. – **20 Points** ○ Methodology does not demonstrate an understanding of, or the ability to deliver on the scope of work, or the methodology is not relevant – **Zero Points**	
4. Risk Management	**10**
The bidder must demonstrate the ability to identify, assess, mitigate and monitor risks associated with pension fund administration. Bidders must submit a Risk Management Framework that clearly addresses the following key components: • Investment Risk • Operational Risk • Regulatory / Compliance Risk • Data Security and POPIA Compliance • Member Protection Measures **Scoring Guideline:** The Risk Management Framework will be evaluated based on the extent to which it addresses the required risk categories and provides appropriate mitigation measures and monitoring controls. **Points Allocation** ○ Risk framework addresses all five (5) required components with clear mitigation strategies and monitoring controls – **10 Points** ○ No relevant risk framework submitted, or risk framework submitted does not address all of the key components - **Zero Points**	10
5. Bidders Project Plan	**20**
The bidder must provide a detailed project implementation plan, clearly outlining the (1) key activities, (2) deliverables, (3) timelines and (4) communication strategy. **Scoring Guideline:** The project plan will be evaluated based on its completeness, detail, relevance, practicality, and alignment with the NCT's requirements. **Points Allocation** ○ Project plan includes all four elements of the project plan (activities, deliverables, timelines, communication) and is detailed, realistic and tailored to NCT – **20 Points** ○ Project plan includes all four elements but lacks detail or tailoring to NCT	20

FUNCTIONALITY	MAXIMUM POINTS TO BE AWARDED
– **15 Points** ○ Project plan includes three of the four required elements with reasonable detail – **10 Points** ○ Project plan includes one or two elements with limited detail – **5 Points** ○ Project plan does not demonstrate full coverage – **Zero Points**	
Total Points	**100**
Threshold Points	**80**

NB: A bid that does not meet the minimum threshold of 80 points shall be regarded as non-responsive and will be disqualified. **The NCT reserves the right to verify all submitted information for accuracy.**

16.4 PHASE 4: PRICE AND SPECIFIC GOALS

16.4.1 Only bidders who meet the minimum threshold in Phase 3 will be considered for Phase 4, Price and Specific Goals Evaluation.

16.4.2 It is compulsory to submit an offer for pension fund administrative services. Non-Compliance will result in your bid being disqualified.

16.4.3 **Pricing Requirements**

The Pricing Schedule (Annexure A) provided in this bid form is an integral part of the bid document and must be completed in full, without alteration to its structure.

Pricing must be completed in accordance with Annexure A (Pricing Schedule) and the standard planning assumptions set out in Paragraph 4.10.

Non-compliance with the pricing requirements may result in the bid being deemed non-responsive.

Bidders are required to submit responsive bids by completing all pricing and item information on the pricing schedule in Annexure A for the individual items and all required forms. Non-submission of the pricing schedule (Annexure A) will invalidate the bid response.

After completing the pricing schedule, the pricing schedule must be printed, signed and submitted together with the other bid requirements.

All prices must be in Rands and rounded off to two (2) decimal places.

All prices must be firm and fixed from the bid closing date and for the duration of the contract. Bidders are requested to complete and sign SBD 3.3 – Pricing Schedule (Firm Prices).

Price structures that do not comply with the requirements above may invalidate the bid.

16.4.4 **Preference Point System**

Responsive bids will be evaluated in accordance with the:

- Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- Preferential Procurement Regulations, 2022.

The **80/20 preference point system** will be applied as follows:

- Price = Maximum 80 points
- Specific Goals = Maximum 20 points

16.4.5 **Evaluation of Price**

The following formula will be used to calculate the points for price:

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

Where,
Ps = Points scored for the price of the bid under consideration
Pt = Price of a bid under consideration
Pmin = Price of lowest acceptable bid

16.4.6 **Evaluation of Specific Goals**

In terms of the Preferential Procurement Regulations, 2022, the NCT has identified the following specific goals:

- Race – 100% Black-owned enterprises
- Gender – 100% Women-owned enterprises
- Persons with Disabilities – 100% owned by persons with disabilities
- Small, Medium and Micro Enterprises (SMMEs)

A maximum of 20 points will be allocated based on compliance with these specific goals, as supported by the valid documentation.

- Bidders who fail to submit valid supporting documentation will score zero (0) points for specific goals;
- Points will be awarded strictly in accordance with Table 4 below.

The table below indicates the allocation of points and the required supporting documentation for Specific Goals.

Table 4: Points Allocation for Specific Goals

Specific Goals PPPFA sec 2 (1) (d) Enterprises	Number of points (80/20 system)	Proof to be submitted to claim specific goals
RACE – 100% BLACK OWNED	10	• Certified ID copies of owners; • CIPC Certificate; and • Valid B-BBEE Certificate or Valid Sworn Affidavit (EME/ QSE)
GENDER – 100% WOMEN-OWNED	5	• Certified ID copies of owners; • CIPC Certificate; and • Valid B-BBEE Certificate or Valid Sworn Affidavit (EME/ QSE)
100% OWNED BY PERSONS WITH DISABILITIES	3	• Certificate/certified letter from a health professional/practitioner on disability (Proof of disability).
SMME's	2	• Valid B-BBEE Certificate or Valid Sworn Affidavit (EME/ QSE)
TOTAL	**20**	

16.4.7 Bidders must submit supporting documentation to substantiate their claims for specific goals, including:

- A valid B-BBEE Verification Certificate issued by a SANAS-accredited verification

agency. In the case of the bidder being a joint venture or a consortium , a B-BBEE Verification Certificate issued by a SANAS-accredited verification agency for the Joint venture/consortium must be submitted; or
- A valid Sworn Affidavit (for EMEs and QSEs), where applicable;
- Companies and Intellectual Property Commission (CIPC) registration documents reflecting ownership structure;
- Certified copies of identification documents; and
- Proof of disability, where applicable.

Failure on the part of a bidder to submit proof or documentation required in terms of this bid to claim points for specific goals with the bid will not be allocated the points claimed. The NCT reserves the right to verify all information submitted.

16.4.8 **SBD 6.1 Requirement**
- Bidders must complete and submit the SBD 6.1 (Preference Points Claim Form).
- Failure to submit this form may result in no points being awarded for specific goals.

16.4.9 **General Provisions**
- Points scored will be rounded off to the nearest two (2) decimal places;
- The NCT may request verification or substantiation of any claim at any stage;
- Preference points may only be claimed where ownership is active and controlling.

16.4.10 **Tie-Breaking Rule**
- Where two or more bids score an equal total number of points, the successful bidder shall be the bidder that scored the highest number of points for Specific Goals.
- Where two or more bidders are equal in all respects, the award shall be decided by the drawing of lots or another random selection method, whether computerised or otherwise. The method used and the outcome thereof shall be formally recorded and retained for audit purposes.

16.4.11 **Award of Contract**

The NCT reserves the right to award the contract:
- To the bidder scoring the highest points; or
- On reasonable and justifiable grounds, to a bidder who did not score the highest points, in accordance with applicable legislation.

17. OTHER REQUIREMENTS

Bidders must submit the following documentation with their bids.

17.1 **Company Registration Document**
- Companies Intellectual Property Commission (CIPC) certificate as well as shareholding portfolio.
- Shareholding structure

17.2 **Company profile**
- The company profile must demonstrate:
- Legal identity;
- Governance structure;
- Compliance with pension and public finance legislation;
- Proven operational capacity to manage: Member records, Contributions and Benefits administration

17.3 **Joint Venture / Consortium**

In the case of a Joint Venture or Consortium
- Bidders must submit a Joint Venture / Consortium Agreement; and

- Comply with all requirements outlined in Paragraph 18 of this bid document below.

17.4 **Conditions of Contract**

Bidders must ensure that the General Conditions of Contract are:

- Fully signed by an authorised representative; and
- Initialed on each page.

This serves as confirmation that the bidder has read, understood, and accepted the terms and conditions of the bid.

18. JOINT VENTURE/ CONSORTIUM

Where a bid is submitted by a Joint Venture or Consortium, the participating parties may combine their expertise, resources, experience, and capacity to meet the requirements of this bid. For evaluation purposes, the Joint Venture or Consortium will be assessed as a single bidding entity, based on the combined capabilities and contributions of all participating parties, subject to compliance with the requirements set out below.

18.1 **Joint Venture / Consortium Agreement**

Bidders must submit a signed Joint Venture or Consortium Agreement, clearly outlining:

- The roles and responsibilities of each party;
- Allocation of work between the parties;
- The distribution of fees or revenue;
- Identification of a lead partner responsible for communication and contract management; and
- Confirmation that all parties accept joint and several liability for the execution of the contract.

18.2 **Mandatory and Legislative Requirements**

Each party forming part of the Joint Venture or Consortium must submit:

- Company registration documents (CIPC);
- CSD Registration Full Report (Not the summarized version);
- Valid Tax Compliance Status (TCS PIN); and
- All applicable Standard Bidding Documents (SBDs).

18.3 **B-BBEE Requirements**

The Joint Venture or Consortium must submit a valid consolidated B-BBEE verification certificate as applicable, in accordance with the B-BBEE Act and its Codes of Good Practice.

18.4 **Regulatory Compliance (FSCA)**

The Joint Venture or Consortium must demonstrate compliance with FSCA requirements in relation to the services required.

- Each party must submit proof of relevant FSCA registration; or
- The agreement must clearly indicate which party holds the required authorisation and who will perform regulated services.

18.5 **Proof of Authority**

Each party must provide proof of authority to:

- Participate in the Joint Venture or Consortium; and
- Sign the bid documents.

18.6 **Non-compliance**

Failure to submit the required Joint Venture or Consortium documentation at the closing date and time may result in the bid being deemed non-responsive.

19. GENERAL CONDITIONS OF CONTRACT

19.1 Any award made to a bidder under this bid is conditional: - amongst others

19.1.1 The bidder accepts the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which NCT is prepared to enter into a contract with the successful bidder.

19.1.2 The bidder submitting the General Conditions of Contract to the NCT together with its bid, duly signed by an authorised representative of the bidder.

20. SPECIAL CONDITIONS OF THIS BID

20.1 The NCT reserves the right:

i. To award this Bid to a bidder that did not score the highest total number of points, only in accordance with section 2(1) (f) of the PPPFA (Act 5 of 2000) ("The Act").
ii. To accept part of a bid rather than the whole bid.
iii. To carry out site inspections or explanatory meetings to verify the nature and quality of the services offered by the bidder(s), whether before or after the evaluation of the Bid.
iv. To correct any mistakes at any stage of the bid that may have been in the Bid documents or that may have occurred during the bid process.
v. To cancel and/or terminate the Bid process at any stage, including after the bids have been evaluated and/ or after the preferred bidder(s) have been notified of their status as such.
vi. To award to multiple bidders based either on size or geographic considerations or alternatively on specific expertise.

21. THE NCT REQUIRES BIDDER(S) TO DECLARE

21.1 In the bidder's technical response, bidder(s) are required to declare as part of the SBD's the following:

a. Confirm that the bidder is to: –

i. Act honestly, fairly, and with due skill, care, and diligence, in the interests of the NCT.
ii. Have and employ effectively the resources, procedures, and appropriate technological systems for the proper delivery of the services.
iii. Act with circumspection and treat the NCT fairly in a situation of conflicting interests.
iv. Comply with all applicable statutory or common law requirements applicable to the conduct of business.
v. Make adequate disclosures of relevant material information.
vi. Including disclosures of actual or potential own interests, in relation to dealings with the NCT.
vii. Avoid acting fraudulently and avoid providing misleading information in respect of advertising, canvassing and marketing.
viii. To conduct their business activities with transparency and consistently uphold the interests and needs of the NCT as a client before any other consideration; and
ix. To ensure that any information acquired by the bidder(s) from the NCT will not be used or disclosed unless the written consent of the client has been obtained to do so.

22. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

22.1 The NCT reserves its right to disqualify any bidder if either the bidder itself or any of its members (save for members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity which indirectly holds at least a 15% interest in the bidder other than in the context of

shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the NCT or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity") that:-

i. Engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
ii. Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
iii. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the NCT's officers, directors, employees, advisors or other representatives.
iv. Makes or offers any gift, gratuity, anything of value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
v. Accept anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to being provided to a Government Entity.
vi. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any bid, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity.
vii. Has in the past engaged in any matter referred to above; or
viii. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Bid Defaulters kept at National Treasury.

23. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

23.1 The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that the NCT relies upon the bidder's bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

23.2 It follows therefore that misrepresentations in a bid may give rise to service termination and a claim being instituted by the NCT against the bidder notwithstanding the conclusion of the Service Level Agreement (SLA) between the NCT and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposed bid and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

24. PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting and presenting any response to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the NCT, its employees or agents, under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

25. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the NCT

incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the NCT harmless from any and all such costs which the NCT may incur and for any damages or losses the NCT may suffer.

26. PRECEDENCE

This bid document will prevail over any information provided during any briefing session, unless changes are communicated through the National Treasury eTender Portal.

27. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The NCT shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damage suffered as a result of the bidder's participation in this bid process.

28. TAX COMPLIANCE

28.1 No bid shall be awarded to a bidder which is not tax compliant. The NCT reserves the right to withdraw an award made, or to cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to the NCT, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

28.2 The NCT further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

29. BID DEFAULTERS AND RESTRICTED SUPPLIERS

No bid shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who has been placed on National Treasury's List of Restricted Suppliers. The NCT reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

30. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

31. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

31.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and their personnel comply with all terms and conditions of this bid.

31.2 In the event that the NCT allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the NCT will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

32. CONFIDENTIALITY

32.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's bid(s) will be disclosed by any bidder or other person not officially involved with the NCT's examination of a Bid.

32.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part, except for the purpose of preparing a Bid. This Bid and any other documents provided by the NCT remain proprietary to the NCT and must be promptly returned to the NCT upon request, together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.

32.3 Throughout this bid process and thereafter, bidder(s) must secure the NCT's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**NCT- 4/3/2/47**	CLOSING DATE:	**01 December 2026**	CLOSING TIME:	**12:00PM**
DESCRIPTION	**REQUEST FOR BIDTO APPOINT A SERVICE PROVIDER FOR THE PROVISION OF PENSION FUND ADMINISTRATION SERVICES FOR A PERIOD OF FIVE (5) YEARS**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
The National Consumer Tribunal
Ground Floor, Building B, Lakefield Office Park,
272 West Avenue, Corner of West & Lenchen Avenue North, Centurion, 0046

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Tebogo Ledwaba**	CONTACT PERSON	**Prenesen Moodley**
TELEPHONE NUMBER	**010 590 5200**	TELEPHONE NUMBER	**010 590 5200**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**Pensiontender@thenct.org.za**	E-MAIL ADDRESS	**Pensiontender@thenct.org.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

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

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE 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: ……

1SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: .....BID NO.: NCT- 4/3/2/47

CLOSING TIME 12:00 pm CLOSING DATE 01 December 2026

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

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R……..……...

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

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

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

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT

---------- …… ……..
R……..

---------- …… ……..
R……..

---------- …… ……..
R……..

---------- …… ……..
R……..

TOTAL:
R…….

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

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

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

TOTAL: R…….

6. Period required for commencement with project after Acceptance of bid
…….

7. Estimated man-days for completion of project
…….

8. Are the rates quoted firm for the full period of contract?
*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
…….

…….

…….

……

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Pensiontender@thenct.org.za

Tel:010 590 5200

Or for technical information –

(Tebogo Ledwaba -Procurement Specialist)

Tel:010 590 5200

NB: NCT's preferred method of communication remains the email address provided above.

SBD4

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 Bid 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

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

2.4.1 If so, indicate all details of companies registered on 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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

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 under

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: The 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race – 100% Black owned	N/A	10	N/A	
Gender-100% Women-owned	N/A	5	N/A	
100% Owned by Persons with Disabilities	N/A	3	N/A	
SMME's	N/A	2	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

……

……

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:
Draw special attention to certain general conditions applicable to government bids, contracts, and orders; and
To ensure that clients be familiar with the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
The General Conditions of Contract will form part of all bid documents and may not be amended. Special Conditions of Contract (SCC), relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions
in the SCC, shall prevail.

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General Conditions of Contract

1. Definitions

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 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 are 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 on hand.

1.10 “Delivery into consignee’s store or to his Site” means delivered and unloaded in the specified store or depot or on the specified Site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which has the potential to harm the local industries in the RSA.

1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

1.18 "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20 "Project site," where applicable, means the place indicated in bidding documents.
1.21 "Purchaser" means the organization purchasing the goods.
1.22 "Republic" means the Republic of South Africa.
1.23 "SCC" means the Special Conditions of Contract.
1.24 "Services" means those functional Services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application
2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, Services or works.
2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

3. General
3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-customizable fee for documents may be charged.
3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

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

5. Use of contract documents and information; inspection.
5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall be extended only so far as may be necessary for purposes of such performance.
5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the

purchaser, if so, required by the purchaser.

6. Patent rights

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

7. Performance security

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

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

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

a. 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 30 days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests, and analyses

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

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

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

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

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

8.6 Supplies and Services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may, on or after delivery, be inspected, tested, or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies 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 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' destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all 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

arterials, 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 destination.

15.2 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, except for any price adjustments authorized in SCC or in the purchaser's Request for bids validity extension.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GC 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 like 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 of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 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 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 any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or Services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such 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 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 to the supplier.

28. Limitation of liability

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

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort 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.

(General Conditions of Contract (revised February 2008)

ANNEXURE A

PRICING SCHEDULE (FIRM FOR 5 YEARS)

Instructions to bidders:

Bidders are required to complete the Pricing Schedule in full and in strict accordance with the following requirements:

- All prices must be submitted in South African Rand (ZAR);
- All amounts must be clearly stated and reflect the full cost of service delivery in accordance with the scope of work;
- Price escalation will be applicable from Year 2 onwards and limited to the Consumer Price Index (CPI) as published by Statistics South Africa, capped at the lower of CPI or 6% (six percent) per annum;
- Prices must be fixed for evaluation purposes for the full contract period of five (5) years;
- All pricing must be based on and aligned to the assumptions provided in Paragraph 4.10;
- All percentage-based or variable pricing must be converted into fixed Rand values;
- All line items must be fully completed — no blank fields will be accepted;
- Where a cost is not applicable, bidders must indicate “R0.00”;
- The Sub-Total must be exclusive of VAT, and VAT must be calculated separately at 15%;
- The Grand Total (inclusive of VAT) must be clearly indicated and will be used for evaluation in terms of the PPPFA 2022 Regulations; and
- Bidders must complete and submit SBD 3.3– Pricing Schedule (Firm Prices).

No	Service Description	Year 1	Year 2	Year 3	Year 4	Year 5	Sub-Total (5 Years)
1.	Administration Fees (Excl. VAT)						
2.	Investment Management Charges (Excl. VAT)						
3.	Advisory / Brokerage Fees (Excl. VAT)						
	Sub-Total (Excl. VAT)						
	VAT (15%)						
	GRAND TOTAL (Incl. VAT)						

Declaration

I/We hereby declare that:

- The prices quoted above are firm and fixed for evaluation purposes for the full contract period of five (5) years;
- The pricing includes all costs required to deliver the services as defined in the scope of work;
- No additional costs, fees, or charges will be claimed outside of this Pricing Schedule;
- All pricing has been prepared in accordance with Paragraph 4.10;
- CPI-based adjustments may apply from Year 2 as stipulated in this bid.

Bidder's Name: _____ **Signature:** _____ **Date:** _____