

Bidder's Information: The Manager/Director

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

Dear Sir/Madam

**INVITATION TO BID: SCM 06/2025/SANC: APPOINTMENT OF A PANEL OF THREE (3) TRAVEL MANAGEMENT AGENCIES TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF FIVE (5) YEARS FOR THE SOUTH AFRICAN NURSING COUNCIL (SANC)**

---

The South African Nursing Council invites bidders to participate and submit bids/proposals for the appointment of a panel of three (3) travel management agencies to provide travel management services for a period of five (5) years for the South African Nursing Council (SANC).

You are requested to complete the tender documents and submit them in accordance with the stipulations mentioned hereunder.

1. The conditions contained in the attached annexures apply.
2. The bid must be deposited inside the **tender box** using the following two (2) methods of submission on or before the closing date and time **(10 November 2025 at 12H00)**.
  - 2.1. **Envelope 01:** This envelope is for technical/administrative documents only- one (01) original document. **Envelope 02:** This envelope is for pricing only, i.e., pricing schedule and/or the formal quote by the bidder - one (01) original document.
  - 2.2. The bidder is also required to submit the bid (technical and price proposals) in a **USB flash drive**.
3. The attached forms/annexures, if completed in detail and returned, will form part of your bid submission.
4. Please take note that, this bid will be evaluated in terms of 80/20 Preference Point System.
5. All communication should be made using an email, the cut-off date for all enquiries will be at 12h00 on **31 October 2025**.



Cecilia Makiwane Building,  
602 Pretorius Street, Arcadia, Pretoria 0083  
Private Bag X132, Pretoria 0001,  
Republic of South Africa



Tel: 012 420 1000  
Fax: 012 343 5400  
SANC Fraud Hotline: 0800 377 377



website: [www.sanc.co.za](http://www.sanc.co.za)

6. Bid documents must be deposited inside the tender box situated at SANC Reception, Cecilia Makiwane Building, 602 Pretorius Street, Arcadia, Pretoria, 0083 before or on the closing date and time on 10 November 2025 at 12H00 South African time.

## DIRECTIVE TO BIDDERS ON COMPLETION OF STANDARD BIDDING DOCUMENT FORMS OF BID PROPOSAL

1. The purpose of this document is to guide bidders on the completion of standard bidding document forms of the SANC bid.
2. The dates on all standard bidding documents must be a date which is within the bid advertising period.
3. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder).

DOCUMENT	DIRECTIVE	COMPLIED/ NOT COMPLIED
Invitation to Bid	The bidder is required to complete this document in full and be signed off. The bidder must tick (circle/erase) <b>"YES OR NO"</b> on this document. The bidder may not ignore any clause and/or write <b>"not applicable (N/A)"</b> unless it is the only option available, e.g., are you a foreign based supplier for the goods/services/works offered? If the answer is no, then on the questionnaire to bidding foreign suppliers. The bidder may write N/A.	
Bidder's Disclosure	This document must be completed in full and be signed off. The bidder must tick (circle/erase) <b>"YES OR NO"</b> on this document and indicate not applicable where necessary. The bidder must disclose if the company or any of its directors have an interest in other companies whether they bid or not. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and attached to the bidder's disclosure form. Information captured must be in line with what is captured in the central supplier database.	
Central supplier database report	The bidder must attach a Central Supplier Database report printed from <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>	
Preference points claim form	The bidder must fully complete this document and sign off. The bidder must allocate correct preference points, the preference points claimed will be verified using the following: <ul style="list-style-type: none"> <li>- Identity Documents</li> <li>- Broad-Based Black Economic Empowerment Certificate (B-BBEE certificate)</li> <li>- Companies and Intellectual Property Commission disclosure certificate</li> <li>- medical report for disability ownership</li> </ul> The bidder must submit the documents above to qualify for preference points.	
Pricing schedule	The bidder must complete the supplied pricing schedule and sign-off. The bidder may add other applicable costs which may not be covered by the SANC pricing schedule. In addition, the bidder must submit a detailed price quotation on the company letterhead.	
Bid proposal	The bidder must submit a detailed bid proposal in line with the specifications/terms of reference	

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NURSING COUNCIL</b>					
BID NUMBER:	SCM 06/2025/SANC:	CLOSING DATE:	10 NOVEMBER 2025	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PANEL OF THREE (3) TRAVEL MANAGEMENT AGENCIES TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF FIVE (5) YEARS FOR THE SOUTH AFRICAN NURSING COUNCIL (SANC)				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Tender Administration		CONTACT PERSON	Ms Mapula Hlaba	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:tenders@sanc.co.za">tenders@sanc.co.za</a>		E-MAIL ADDRESS	<a href="mailto:mhlaba@sanc.co.za">mhlaba@sanc.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>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.</b>					

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

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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: .....

## **SPECIAL REQUIREMENTS OF REQUEST FOR BIDS**

### **1. CONTRACT PERIOD**

- 1.1 The contract period stipulated in the terms of reference/ specification is considered a valid contract period.
- 1.2 SANC reserves the right to extend or cancel the contract, pending available funding and satisfaction with service delivery.

### **2. ACCEPTABLE BIDS/OFFERS**

- 2.1 The SANC may request interviews/presentations/pitching sessions with shortlisted Suppliers/ service providers before the final selection is made.
- 2.2 The SANC will not be liable for any cost incurred by a supplier /service provider in the process of responding to this bid, including on-site presentations and the preparation of the proposal.
- 2.3 The SANC will not consider any late quotations. All bids submitted after the stipulated closing date and time will not be disqualified.
- 2.4 Any effort by the supplier/ service provider to influence bid evaluation members, bid comparisons or bid award decisions in any manner, will result in rejection of the bid concerned.
- 2.5 The successful supplier/ service provider will be informed in writing with an appointment letter or per an official order.
- 2.6 **The bids have a validity period of 120 days from date of closure.**
- 2.7 Where it is discovered that an advantaged company used a disadvantaged person, as a “front” to acquire a bid, such company will be disqualified, and the bid shall be withdrawn.
- 2.8 Only bids complying with all requirements as stipulated in the Terms of Reference/Scope of Work or Specification will be regarded as acceptable.
- 2.9 Bids will be evaluated based on mandatory requirements, functionality (if applicable), Specific goals and other conditions stipulated in the terms of reference/ specification.
- 2.10 The supplier/ service provider must submit all requirements indicated in the bid documents at the closing date and time of the request for the bids. Supplier/ service provider who fail to comply with any of the mandatory and other requirements will be disqualified.

### **3. SUBMISSION OF BIDS/ RETURNABLE DOCUMENTS**

- 3.1 The supplier/ service provider will be required to submit their bids /proposals in a tender box situated at the Reception of the Cecilia Makiwane Building.
- 3.1.1 Tenderers are required to submit a completed request for quotation pack (this documents), including:

- a) Duly completed and signed bid documents.
  - b) Adherence to requirements relating to all returnable documents will prove compliance with specific requirements as stipulated in the terms of reference at the closing date and time.
- 3.2 Any supplier/ service provider who fails to comply with any requirement of the bid, at the discretion of the evaluation team, will be regarded as non-compliant and as a result be rejected.

#### **4. PAYMENTS**

- 4.1 SANC undertakes to pay delivery validated invoices in full within thirty (30) days from the invoice date or upon agreed payment intervals as accepted in the contract. All invoices should be sent to the following email address: [sancinvoices@sanc.co.za](mailto:sancinvoices@sanc.co.za).
- 4.2 No invoices for outstanding deliverables or for any unproductive or duplicated time spent by the service provider will be validated for payment.
- 4.3 Invoices should be emailed, or hand delivered to SANC timeously.
- 4.4 The invoices should be original and must be accompanied by an inspection certificate and/or proof of delivery.

#### **5. SUPPLY / DELIVERY VALIDATION**

- 5.1. The certificate and the related report of delivery/installation/ progress milestone/commissioning will be validated by a SANC representative prior to payment of final invoices.

#### **6. TAX COMPLIANCE REQUIREMENTS**

- 6.1. It is a condition of this bid that the tax matters of the successful supplier/ service provider are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tax obligations.
- 6.2. The Tax Compliance status requirements are also applicable to potential foreign suppliers, service providers or individuals who wish to submit the bid.
- 6.3. It is a requirement that a supplier/ service provider grant a written confirmation when submitting this bid response that SARS may on an on-going basis during the tenure of the contract disclose the tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 6.4. The Suppliers/ service providers are required to be registered on the Central Supplier Database (CSD) and the SANC shall verify the tax compliance status through the CSD or through SARS.
- 6.5. Where Consortia / Joint Ventures / Sub-Contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the CSD or through SARS.
- 6.6. The supplier/ service provider who are not tax compliant will be notified of their non-compliant status and be given seven (7) calendar days to rectify their tax compliance status with SARS, failure your bid will be disqualified.

6.7. The SANC will not award a bid to any supplier/ service provider whose tax matters are not in order.

## **7. VALUE ADDED TAX**

7.1. All contract prices are inclusive of 15% Value Added Tax (VAT), except in the case of a person that is not required to register for Value Added Tax. Companies not registered in terms of Value Added Tax, may not claim VAT on invoices.

## **8. NEGOTIATIONS**

8.1. The SANC to negotiate with one or more preferred supplier(s)/ service provider(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other supplier(s)/ service provider(s) who have not been awarded the status of the preferred supplier(s)/ service provider(s).

## **9. PRICE QUALIFICATION**

9.1. Prices for this contract are firm.

9.2. All prices shall be quoted in South African rands (ZAR).

9.3. The bid prices shall be given in the units shown and will be awarded as a whole, not per item.

9.4. **Prices must be inclusive of delivery cost and all taxes.**

9.5. Please note that the foreign exchange risk in case of imported goods and service is for the account of the supplier/ service provider.

9.6. Non-firm prices (including prices subject to the rate of exchange variation) will not be considered.

9.7. No changes or extensions or additional ad-hoc costs are accepted once the contract has been awarded and/or signed.

9.8. Detailed information is optional and is provided as Annexures to the details of the bid.

## **10. COMMUNICATION**

10.1. Communication will only be restricted to Supply Chain Management Officials.

10.2. The South African Nursing Council may request clarification in writing regarding the information provided by bidders. Supplier(s)/ service provider(s) are to supply the required information within the specified period. Failing to do so will **invalidate** your bid.

## **11. INTELLECTUAL PROPERTY**

11.1. All the information contained in this document is intended solely for the purpose of assisting supplier(s)/ service provider(s) to prepare their bid. Any use of the information contained herein for another purpose than those stated in this document is prohibited.

11.2. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the SANC to the supplier(s)/ service provider(s), both



successful and unsuccessful, remain the property of the SANC.

## **12. SUPPLIER DUE DILIGENCE**

- 12.1. SANC may conduct due diligence to all shortlisted supplier(s)/ service provider(s) to identify their specific capabilities and financial stability.
- 12.2. The SANC may visit the premises of the supplier(s)/ service provider(s) or that of their suppliers.
- 12.3. Some of the key elements that should be documented and included during the comprehensive supplier analysis/due diligence include: the current workload of the supplier, cost structure of the BID, the financial status of the supplier(s)/ service provider(s) the previous customer satisfaction levels, the support capabilities, their relative strength, weaknesses and core capabilities, how SANC fits into the supplier(s)/ service provider(s) business and how the supplier(s)/ service provider(s) is viewed by the public, etc.
- 12.4. Supplier(s)/ service provider(s) may be required to provide names of traceable references who may also be visited to confirm their testimonials.

## **13. DISPUTES**

- 13.1. The relevant bidder agrees that should any dispute arise from the contract, the matter shall be submitted to the relevant authority for a ruling and such ruling shall be final.

## **14. PREFERENCE POINTS CLAIM (SPECIFIC GOALS)**

- 14.1. Proof of Specific goals Ownership and verification may be conducted in various forms including but not limited to the following documents namely: - CIPC documents, valid copy of B-BBEE certificate, copy of Identity document, medical report for disability ownership and declaration letter signed by the tenderer. Failure to attach proof, the tenderer will be allocated 0 points on specific goals.

## **15. JOINT VENTURE/ TRUST/ CONSORTIUM**

- 15.1. A trust, consortium or joint venture must submit an agreement to be recognized as an entity.
- 15.2. A trust, consortium or joint venture will qualify for points for their specific goals as a legal entity, provided that the entity submits their B-BBEE status level certificate. CIPC documents, copy of Identity document, medical report for disability ownership and declaration letter signed by the tenderer. Failure to attach proof, the tenderer will be allocated 0 points on specific goals.

## TERMS OF REFERENCE (TOR)

### APPOINTMENT OF A PANEL OF THREE (3) TRAVEL MANAGEMENT AGENCIES TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF FIVE (5) YEARS FOR THE SOUTH AFRICAN NURSING COUNCIL (SANC)

---

#### 1. PURPOSE

- 1.1.** The South African Nursing Council (SANC) hereby invites a panel of three (3) reputable service providers for the provision of travel management services (travel, car hire, conference package and accommodation etc...) for a period of five (5) years for the SANC.

#### 2. BACKGROUND

- 2.1.** The South African Nursing Council is a regulatory body established in terms of the Nursing Act No. 33 of 2005 (the Nursing Act) to regulate the nursing profession and to provide for matters connected therewith.
- 2.2.** The South African Nursing Council (SANC) is the body entrusted to set and maintain standards of nursing education and practice in the Republic of South Africa. It is an autonomous, financially independent, statutory body, initially established by the Nursing Act, 1944 (Act No 45 of 1944) and currently operating under the Nursing Act, 2005 (Act No. 33 of 2005).
- 2.3.** The Council is responsible for ensuring that its mandate is implemented and from time-to-time Council members, staff and often Council invited guests travel to stakeholders nationally, regionally and internationally to various destinations.

#### 3. DEFINITIONS

- (a) Accommodation** means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.
- (b) After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 8h00 on Mondays to Fridays and twenty-four hours on weekends and public holidays
- (c) Air travel** means travel by airline on authorised official business.
- (d) Authorising Official** means the employee who has been delegated to authorise travel in respect of travel requests and expenses. e.g. line manager of the traveller.
- (e) Car Rental** means the rental off a vehicle for a short period of time by a traveller for official purposes.
- (f) SANC** means the South African Nursing Council

- (g) **Domestic travel** means travel within the borders of the Republic of South Africa.
- (h) **Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
- (i) **International travel** refers to travel outside the SADC borders.
- (j) **Management fee** is the fixed negotiated fee payable to the TMC(TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc.)
- (k) **Regional travel** means travel across the border of South Africa to any of the SADC Countries, namely, Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.
- (l) **Service Level Agreement (SLA)** is a contract between the SANC and the successful bidder(s).
- (m) **Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example, from place of airport to lodge.
- (n) **Third party fees** are fees payable to third party service providers that provides travel related services on and ad hoc basis that is not directly provided by the Travel Management Company.
- (o) **Transaction Fee** means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller.
- (p) **Travel Authorisation** is an official form utilised by SANC reflecting the detail and order number of the trip that is approved by the relevant authorising official.
- (q) **Traveller** means Council member, official of SANC or any guest travelling at the expense of the SANC for business purpose.
- (r) **Travel Booker** is the person coordinating travel reservations with the **Travel Management Company** (TMC) consultant on behalf of the Traveller e.g. Support staff in the SANC responsible for bookings.
- (s) **Travel Management Company** (TMC) refers to the Company contracted to provide travel management services by the travel agents.
- (t) **Travel Voucher** means a document issued by the TMC to confirm the reservation and / or payment of specific travel arrangements.
- (u) **Value Added Services** are services that enhance or complement the general travel management services e.g. Rules and procedure of the airports.
- (v) **VAT** means South African Value Added Tax.

#### **4. SCOPE OF WORK AND DELIVERABLES**

##### **4.1.1. Service Requirements**

**Generally, successful bidders will be required to provide travel management services.**

**Deliverables under this section include without limitation, the following:**

- The travel services will be provided to all Travellers travelling on behalf of SANC, locally and internationally. This will include employees and contractors, consultants, and clients where the agreement is that SANC is responsible for the arrangement and cost of travel.
- Provide travel management services during normal office hours (Monday to Friday 8h00 –17h00) and twenty-four (24) hours on weekends and Public Holidays as stipulated in paragraph 4.1.7.
- Familiarisation with current SANC travel business processes.
- Assist with further negotiations for better deals with travel management service providers.
- Familiarisation with current SANC Travel Policy and implementation of controls to ensure compliance.
- Penalties incurred because of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- Dispute must be dealt within 14 working days.
- Manage the third-party service providers by addressing service failures and complaints against these service providers.
- All incidents relating to travelling should be reported to SANC prior invoicing within 48 hours.

##### **4.1.2. Reservations**

- Receive travel requests from travel bookers, respond with quotations (confirmations) and availability. Upon receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveler via the agreed communication medium.
- Always endeavor to make the most cost-effective travel arrangements based on the request from the traveler and our travel booker.
- Apprise themselves of all travel requirements for destinations to which travelers will be travelling and advise the traveler of alternative plans that are more cost effective and more convenient where necessary.
- Book the negotiated discounted fares and rates where possible.
- Will keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or

during the traveler's official trip. When necessary, e –tickets and billing shall be modified and reissued to reflect these changes.

- Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- Will be able to facilitate group bookings (e.g. for meetings, conferences, events etc.)
- Will issue all necessary travel documents, itineraries and vouchers timeously to traveler (s) prior to departure dates and times.
- Assist with the facilitation of visa application and advice travelers of all visa and inoculation requirements well in advance.
- Assist with the arrangement of foreign currency and issuing of travel insurance for international trips when required.
- Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- Negotiated airline fares, accommodation establishment rates, car rental rates etc. that are negotiated directly or established by SANC are non-commissionable, where commissions are earned for bookings, all these commissions should be returned to SANC on a quarterly basis.
- Ensure confidentiality in respect of all travel arrangements and concerning all people requested by SANC.
- Timeous submission of proof that services have been satisfactorily delivered (invoices) as per SANC instructions.

#### **4.1.3. Air travel**

- Plan, arrange, amend bookings as requested, confirm bookings and execute payment by pre-agreed means of all air travel bookings (in line with the organisational policy).
- The TMC must be able to book full-service carriers as well as low-cost carriers.
- The TMC will book the most effective airfares possible for domestic travel.
- For international flights, the airline which provides the most cost-effective and practical routes may be used.
- The TMC should obtain three (3) or more comparisons where applicable to present the most cost effective and practical routing to the Traveler.
- The airline ticket should include the applicable airline agreement number as well as the individual loyalty programme number of the traveler (if applicable)

- Airline tickets must be delivered electronically (SMS and/email format) to the traveler(s) and travel bookers promptly after booking before the departure times.
- The TMC will be responsible for tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- The TMC must during their report provide proof that bookings were made against the discounted rates on the published fairs where applicable.
- Ensure that travelers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- Assist with the tracing/reporting of lost luggage(s) within 24hrs and the processes of lodging a claim with the travelling insurance of lost luggage(s).
- Assist with lounge access if required.
- Negotiate discounts and the most cost-effective air travel options with all available airlines which meet the minimum standard on behalf of SANC, and report efforts made on this periodically.

#### **4.1.4. Car Rental and Shuttle Services:**

- Arrange, amend bookings as requested and confirm bookings for all vehicle rentals and/or shuttles bookings to satisfy SANC' minimum requirements and execute payment.
- The TMC will book the recommended category vehicle in accordance with the SANC travel agreed requirements.
- The travel consultants should advise the Traveler on the best time and location for collection and return considering the Traveler's specific requirements.
- The TMC must ensure that relevant information is shared with travelers regarding rental vehicles, like e-tolls, refueling, keys, rental agreements, damage and accidents, etc.
- For international travel the TMC must offer alternative ground transportation to the traveler that may include shuttle, rail, buses and transfers.
- All the hired vehicles must include comprehensive insurance, type protection and windscreen protection.
- The TMC will book transfers in line with the SANC travel requirements with the appointed and our alternative service providers. Transfers can also include bus and coach services.
- The TMC should manage shuttle companies on behalf of SANC and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- The TMC must during their report period provide proof that negotiated rates were booked where applicable.

- Negotiate discounts/vouchers with all available vehicle rental and/or shuttle service providers on behalf of SANC and report efforts made on this periodically.

#### **4.1.5. Accommodation**

- Arrange, amend bookings as requested and confirm bookings for all accommodation needs to satisfy SANC' minimum requirements and execute payment.
- The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveler.
- This includes planning, booking, confirming and amending accommodation with any establishment (hotel group, private hotel, guest house or Bed and Breakfast) in accordance with SANC requirements.
- Accommodation vouchers must be issued to all SANC travelers for accommodation bookings and must be invoiced to SANC as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of SANC.
- The cancellation of accommodation bookings must be made promptly to guard against no show and late cancellation fees.
- Negotiate discount s/vouchers with all major hotel groups or lodges that meet the standard requirements on behalf of SANC.

#### **4.1.6. Conference Package**

- Arrange, amend bookings as requested and confirm bookings for all conference needs to satisfy SANC' minimum requirements and execute payment.
- Cancellation of conference bookings must be made promptly to guard against no show and late cancellation fees.
- Negotiate discount s/vouchers with all major hotel groups or lodges that meet the standard requirements on behalf of SANC.

#### **4.1.7. After Hours and Emergency Services:**

- The Travel Management Company must provide a consultant or team to assist Travelers with after-hours and emergency reservations and changes to travel plans.
- After hours services must be provided from Monday to Friday outside the official hours (17h00 to 08h00) and twenty-four (24) hours on weekends and Public Holidays.
- A call centre facility or after hours contact number should be available to all travelers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- The Travel Management Company must have a standard operating procedure for managing after-hours and emergency services. This must include purchase order generation of the request within 24 hours.

#### **5. TRAVEL VOLUMES:**

**5.1.**The SANC will project the current total volumes per annum which includes air travel, accommodation, car hire/shuttle, conference, etc. for the Financial Year (FY) 2024/2025 at the Compulsory Briefing Session.

**Note:** The figures will be a projection based on the current trends, and they may change during the period of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposal.

#### **6. LIAISING WITH THE SERVICE PROVIDER:**

**6.1.**All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.

**6.2.**The Travel Management Company must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel Management Company in one smooth continuous workflow.

#### **7. APPOINTMENT OF THE PANEL**

**7.1.**The SANC reserves the right to appoint one (1) or more bidders for this bid.

**7.2.**The SANC will appoint bidders who score the highest points on price and specific goals.

#### **8. MANAGEMENT INFORMATION AND REPORTING:**

**8.1.**Reports must be accurate and be provided as per SANC requirements at the agreed time.

**8.2.**Financial reports detailing all expenses incurred per month for all transactions processed. The report shall be provided to the SANC monthly on the first day of each month for expenses incurred



the previous month. The information should reflect details including the name of the traveller, date of travel, stipend category (for example, air travel, shuttle, accommodation, etc).

**8.3.** The report shall as a minimum include a detailed summary of all transactions processed, the number and details of change request s, all savings and credits accumulated per month.

**8.4.** Advance notice on imminent tariff/discount adjustments which are in place must be declared and communicated to SANC in writing and this should form part of the monthly report. The Travel Management Company will be responsible for ensuring continuous negotiations for lower tariffs or higher discounts and report on efforts made in this regard on a quarterly basis

**8.5.** Benefits, discounts, refunds, etc. received from the service providers should be declared as part of the monthly report.

**8.6.** Information must be available on a transactional level that reflect details including the name of the traveller, date of travel, stipend category (for example, air travel, shuttle, accommodation, etc).

## **9. TRANSACTION FEES:**

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

## **10. DUE DILIGENCE - FINANCIAL STABILITY REQUIREMENT:**

**10.1.** Bidders must provide a financial institution guarantee letter or bank credit rating letter issued by a reputable banking institution as proof of financial stability.

### **Please take note of the below:**

- ✓ The South African Nursing Council (SANC) reserves the right to review and assess the contents of the submitted letter(s) to determine the bidder's financial standing.
- ✓ Should the financial information provided be deemed insufficient or unsatisfactory, SANC reserves the right to disqualify the bidder from the bidding process.

## **11. EVALUATION PROCESS:**

**11.1.** The SANC will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act. No.5 of 2000 (PPPFA) and its regulations. A copy of the PPPFA regulations 2022 can be downloaded from [www.treasury.gov.za](http://www.treasury.gov.za). In accordance with the PPPFA, submissions will be adjudicated on 80/20 points system and the evaluation criteria. This bid will be evaluated in three (3) phases, namely: Administrative and Mandatory Compliance, Functionality and Price & Specific goals.

**11.1.1. Step 1: Administrative and Mandatory Compliance:**

Document that must be submitted	Non-compliance with items against which a “YES” is denoted shall result in disqualification	
Invitation to Bid	YES	Complete and sign the supplied pro forma document.
Tax Status	YES	Proof of Registration on National Treasury - Central Supplier Database (attach CSD report/ provide the CSD supplier number).
Bidders’ Disclosure	YES	Complete and sign the supplied pro forma document.
Preference Point Claim Form	NO	<ul style="list-style-type: none"> <li>• Non-submission of Preference Point Claim Form will lead to a zero (0) score on Special Goals.</li> <li>• Proof of Specific goals Ownership and verification will be confirmed using the following documents namely: <ul style="list-style-type: none"> <li>✓ CIPC documents,</li> <li>✓ valid copy of B-BBEE certificate,</li> <li>✓ copy of Identity document, or</li> <li>✓ medical report on disability ownership</li> </ul> </li> </ul> <p><b>NB: Failure to attach proof, the tenderer will be allocated 0 points on specific goals</b></p>
Compulsory Site briefing session	YES	<p>The compulsory site briefing will be held as follows:</p> <ul style="list-style-type: none"> <li>• <b>Date:</b> 21 October 2025</li> <li>• <b>Time:</b> 11H00</li> <li>• <b>Venue:</b> Cecilia Makiwane Building, South African Nursing Council, 602 Pretorius Street, Arcadia 0083</li> </ul> <p><b>NB: The bidders must submit their bids with the attendance certificate.</b></p>
Membership/Certificate of compliance with relevant affiliated bodies	YES	<p>Provide a valid proof of membership with both the Association of South African Travel Agents (ASATA) and International Air Travel Association (IATA).</p> <p><b>NB: Where a bidding company is using a 3rd party licence/ certificate, proof of the agreement must be attached and copy of the certificate to that effect at closing date.</b></p>

Document that must be submitted	Non-compliance with items against which a “YES” is denoted shall result in disqualification	
		NB: The SANC reserves the right to verify the authenticity of the membership with the relevant authority.
Price proposal	YES	Submit a detailed quotation or written price schedule as per clause 4 of the ToR (scope of work and deliverable).

### 11.1.2. Step 2: Functionality:

Any proposed bid which does not meet a minimum threshold of **70 points out of 100 points** will not be considered further.

The following formula will be used to convert to the points scored against the weight:

$$P_s = \left( \frac{S_o}{M_s} \right) \times 100$$

Where:

Ps = Percentage scored for functionality by bid under consideration

So = Total score of bid under consideration

Ms = Maximum possible score

The following criteria and weights shall apply when considering bids:

Criteria	Weight	Sub criteria
<b>Firm’s skills and track record of successfully delivered similar services. Minimum five (5) years rendering similar services</b> (Capacity to provide travel and accommodation services)	<b>35</b>	<b>Company profile demonstrating substantial number of years in providing travel and accommodation services and implementing travel management strategy or solutions.</b> <ul style="list-style-type: none"> <li>▪ 8 years and more = 35 points</li> <li>▪ 5 to 7 years = 25</li> <li>▪ 3 to 4 years = 10</li> <li>▪ 2 years and less = 0</li> </ul>
<b>Company Experience</b>  <b>NB: Where subcontracting/joint-venture was applicable, Reference Letters must be accompanied by a Purchase</b>	<b>25</b>	Provide the SANC with three (3) or more signed reference letters for both local and international travel management services that is not more than five (05) years <ul style="list-style-type: none"> <li>✓ Reference letter must be on client letterhead and contain the following: nature of service,</li> </ul>

Criteria	Weight	Sub criteria
<p><b>Order or Letter of Appointment and a valid signed contract from the main contractor.</b></p> <p><b>NB: The validity of the reference letter will be determined by signature date.</b></p> <p><b>NB: The SANC reserves the right to verify the authenticity of the reference letters</b></p>		<p>date, name and surname of contact person including contact details (telephone or e-mail address).</p> <p><b>NB: Bidders who submit reference letters that do not comply with the above requirements will be disqualified.</b></p> <ul style="list-style-type: none"> <li>▪ Three (3) or more reference letters = 25</li> <li>▪ Two (2) reference letters = 15</li> <li>▪ Less than two (2) reference letters = 0</li> </ul>
<p><b>Methodology and Approach</b></p>	<p><b>40</b></p>	<p><b>The bidder must demonstrate their understanding of the key requirements and expectations of the SANC. The following should be addressed in Methodology and Approach, as outlined in clauses 4, 4.1.1 to 4.1.7 (scope of work and deliverables):</b></p> <ul style="list-style-type: none"> <li>✓ A detailed methodology and approach design</li> <li>✓ A detailed scope of work and deliverables indicating clear timeframes for project implementation</li> <li>✓ A detailed scope of work and deliverables indicating the approach</li> <li>✓ Methodology and support mechanisms on how they will assist SANC in providing travel management service that is specific to SANC Office nature of business, reliable, efficient, accountable, and cost effective</li> <li>✓ A detailed methodology and approach indicating the approach on TMC emergency call centre and after-hours services. <ul style="list-style-type: none"> <li>▪ Methodology and Approach addressing all aspects above = 40</li> <li>▪ Methodology and approach addressing any four (4) aspects and TMC emergency call centre and after-hours services above = 25</li> </ul> </li> </ul>

Criteria	Weight	Sub criteria
		<ul style="list-style-type: none"> <li>Methodology and approach addressing any three (3) aspects and TMC emergency call centre and after-hours service above = 15</li> <li>Methodology and approach addressing less than three (3) aspects above = 0</li> </ul>
<b>TOTAL</b>	<b>100</b>	

### 11.1.3. Step 3: Evaluation on Price and Specific Goals:

#### 11.1.3.1. Price Calculations

The following formula must be used to calculate points out of 80 for price in respect of an invitation for a tender with a rand value from R 2 000.00 to or below R50 million inclusive of all applicable taxes:

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid or offer under consideration

$P_{\min}$  = Price of lowest acceptable bid or offer

#### 11.1.3.2. Allocation of preference points based on specific goals.

The South African Nursing Council tenders will be evaluated on the following specific goals premised on addressing the legacy of apartheid's historical injustices, with a consideration on the following categories (of Historically Disadvantaged People - HDP) using race, gender, youth, and people with disability.

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

**Preferential points will be allocated as per the table below:**

Specific goal	80/20 Preference Point system
Black Ownership	8
Black Women Ownership	4
Black Youth Ownership	4
Disability Ownership	4
<b>Total Points allocated to Specific Goals</b>	<b>20</b>

Black Ownership points will be awarded to a Tenderer who has 51% or more black ownership. Black ownership will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

**Preferential points for black ownership will be awarded as follows:**

<b>Black Ownership</b>	<b>80/20 Preference Point system</b>
Tenderers who have 100% black ownership	8
Tenderers who have 51% to 99% black ownership	5
Tenderers who have less than 51% black ownership	0

Black women ownership points will be awarded to a Tenderer who has a 30% or more black women ownership. Black women ownership will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

**Preferential points for black women ownership will be awarded as follows:**

<b>Black Women Ownership</b>	<b>80/20 Preference Point system</b>
Tenderers who have 100% black women ownership	4
Tenderers who have 30% to 99% black women ownership	2
Tenderers who have less than 30% black women ownership	0

Black youth ownership points will be awarded to a Tenderer who has 30% or more black youth ownership. Black youth ownership will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

**Preferential points for black youth ownership will be awarded as follows:**

<b>Black Youth Ownership</b>	<b>80/20 Preference Point system</b>
Tenderers who have 100% black youth ownership	4
Tenderers who have 30% to 99% black youth ownership	2
Tenderers who have less than 30% black youth ownership	0

Disability Ownership points will be awarded to a Tenderer who has a 20% or more disability ownership owners. Disability ownership will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

**Preferential points for disability ownership will be awarded as follows:**

Disability Ownership	80/20 Preference Point system
Tenderers who have 20% or more owners with disability	4
Tenderers who have less than 20% owners with disability	2
Tenderers who have 0% owners with disability	0

**NB – The SANC will verify the Tax status outcome on the CSD report/ SARS e-Filing report:**

- i. A bidder whose tax status is Non-Compliant will be notified of their tax matters and must meet their outstanding tax obligations within seven (7) days.
- ii. Should the bidder fail to provide a written proof of their tax compliance status within Seven (7) days, the SANC will reject the bid submitted by the bidder.

**PRICE SCHEDULE- FIRM PRICES (PURCHASES)**

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

Name of bidder: _____	Bid number: <b>SCM 06/2025/SANC</b>
Closing Time: <b>12H00</b>	Closing date: <b>13 NOVEMBER 2025</b>

**PRICING SCHEDULE**

**1. TRANSACTION FEE**

Item No	Travel Management Services	Unit of measure	Unit Price (VAT Excl)
1.1	<b>Air Travel</b>		
	Domestic	Rate per Transaction	R
	Regional/International	Rate per Transaction	R
	First (1 <sup>st</sup> ) Class/Business Class	Rate per Transaction	R
1.2	<b>Air Travel – Re issue</b>		
	Domestic	Rate per Transaction	R
	Regional/International	Rate per Transaction	R
1.3	<b>Air Travel – Refunds</b>		
	Domestic	Rate per Transaction	R
	Regional/International	Rate per Transaction	R
1.2	<b>Car Rental/Hire</b>		
1.2.1	Domestic & Regional/International		
	Group B	Rate per Transaction	R
	Group C	Rate per Transaction	R
	Group D	Rate per Transaction	R
	Group E	Rate per Transaction	R
1.3	<b>Train</b>		
	Domestic	Rate per Transaction	R
	International	Rate per Transaction	R
1.4	<b>Accommodation (Hotel/Boutique, Self-Catering, Bed &amp; Breakfast/Guest House)</b>		
1.4.1	Domestic		
	1 Star	Rate per Transaction	R
	2 Star	Rate per Transaction	R



Item No	Travel Management Services	Unit of measure	Unit Price (VAT Excl)
	3 Star	Rate per Transaction	R
	4 Star	Rate per Transaction	R
	5 Star	Rate per Transaction	R
	Ungraded accommodation	Rate per Transaction	R
1.4.2	Regional/International		
	1 Star	Rate per Transaction	R
	2 Star	Rate per Transaction	R
	3 Star	Rate per Transaction	R
	4 Star	Rate per Transaction	R
	5 Star	Rate per Transaction	R
	Ungraded accommodation	Rate per Transaction	R
1.5	Employee resettlement accommodation	Rate per Transaction	R
1.6	Conference Package	Rate per Transaction	R
1.7	<b>Shuttle services Transfers</b>		
	Domestic	Rate per Transaction	R
	Regional/International	Rate per Transaction	R
1.8	<b>Airport Parking facilities (carport)</b>		
	Long-term	Rate per Transaction	R
	Valet	Rate per Transaction	R
1.9	Bus/Coach Hire	Rate per Transaction	R
1.10	Truck Hire	Rate per Transaction	R
1.11	After Hours & Emergencies	Rate per Transaction	R
1.12	Cancellations	Rate per Transaction	R
1.13	Changes to bookings	Rate per Transaction	R
1.14	Foreign Exchange currencies	Rate per Transaction	R
1.15	International permits and administration	Rate per Transaction	R
1.16	Travel Risk Insurance	Rate per Transaction	R
1.17	Visa facilitation	Rate per Transaction	R
1.18	Transfer International	Rate per Transaction	R
Total price for Year 1			R
VAT			R
<b>Grand Total</b>			R
Total price for Year 2 including VAT		%	R
Total price for Year 3 including VAT		%	R

Item No	Travel Management Services	Unit of measure	Unit Price (VAT Excl)
	Total price for Year 4 including VAT	%	R
	Total price for Year 5 including VAT	%	R
	<b>Grand Total for five (5) years</b>		<b>R</b>

**PLEASE NOTE THE FOLLOWING:**

1. Clearly state the escalation %, if any for year 2 to 5 (Price escalation should be according to the CPI)

**2. CONFERENCE TRANSACTION FEE**

Item No	Travel Management Services	Percentage Fee	Comment
1	% of the total turnover of the event		

Required by:

**South African Nursing Council**

Required at (Address):

Cecilia Makiwane Building  
602 Pretorius Street  
Arcadia, Pretorius 0083

Brand and model (if applicable):

.....

Country of origin (if applicable):

.....

Guarantee period (if applicable):

.....

Does the offer comply with the specification?

☐ Yes

☐ No

☐ N/A

**\*Mark the relevant block with an X**

If not to specification, indicate deviation(s)

.....

How long it will take for the bidder to deliver goods/services after receipt of a purchase order?

.....

(Only firm delivery period will be considered)

**DECLARATION BY THE BIDDER:**

I .....confirm that the information furnished is correct and true. I accept that the South African Nursing Council may act against me should this declaration prove to be false.

Name of Bidder: ..... Position: .....

Signature: ..... Date: .....

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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included).

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

##### **80/20**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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 points is allocated for price on the following basis:

##### **80/20**

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

Where

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

### **4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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 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 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 80/20 preference point system.

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

**(Note to organs of state: Where 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	Description of the goals	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Ownership	Tenderers who have 100% black ownership	8	
	Tenderers who have 51% to 99% black ownership	5	
	Tenderers who have less than 51% black ownership	0	
Black Women Ownership	Tenderers who have 100% black women ownership	4	
	Tenderers who have 30% to 99% black women ownership	2	
	Tenderers who have less than 30% black women ownership	0	
Black Youth Ownership	Tenderers who have 100% black youth ownership	4	
	Tenderers who have 30% to 99% black youth ownership	2	
	Tenderers who have less than 30% black youth ownership	0	
Disability Ownership	Tenderers who have 20% or more owners with disability	4	
	Tenderers who have less than 20% owners with disability	2	
	Tenderers who have 0% owners with disability	0	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation

- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
.....

---

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

### 3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

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