



international relations & cooperation

Department:
International Relations and Cooperation
REPUBLIC OF SOUTH AFRICA

Private Bag X152, PRETORIA, 0001 • OR Tambo Bld, 460 Soutpansberg Road, Rietondale, PRETORIA, 0084
Tel: +27 (0) 12 351 1000 • www.dirco.gov.za

Reference : **DIRCO 05/2017/18**
Enquiries : Ms A Mnisi; Mr S Molekoa
Telephone : 012 351 0435/0362
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 05/2017/18**
2. **Re-advertisement: Invitation to bid for the collection, dispatch, conducting customs clearance and delivering of diplomatic freight "AF" bags to and from DIRCO head office and South African missions abroad including department of international relation and cooperation (DIRCO) parliamentary office and the protocol offices in Cape Town, Durban and Johannesburg for a period of three (3) years.**
3. Required at Department of International Relations and Cooperation.
4. **Closing date: 23 March 2018 11 O'clock**
5. A Compulsory briefing Session will be held on: **08 March 2018 at 10 O'clock, Multipurpose, OR Tambo Building Soutpansberg road, Rietondale 0084.**
6. The attached documents consist of this cover page and the following pages. Terms of Reference, SBD1, SBD3.1, SBD 3.2, SBD4, SBD6.1, SBD8, SBD9, and General Conditions of Contract.
7. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
8. Please make sure that your bid reaches this office before the closing date.
9. When submitting your bid, the following information **must** appear on the sealed envelope:
 - Name and address of bidder
 - DIRCO Number
 - Closing date

This envelope can be placed in the bid box at DIRCO New Head office Building, 460 Soutpansberg road Rietondale Pretoria.

Non compliance with any of **the above** conditions will result in **your bid being disqualified.**

Yours faithfully



DIRECTOR-GENERAL

DATE: 01/03/2018

Kgoro ya Tirišano le Tšhomišano ya Dinaga tša Boditšhabatšhaba • Lefapha la Dikamano le Tshebedisano Dinaheng tsa Matjhaba • Lefapha la Dikamano tsa Boditšhabatšhaba le Tirisano • UMnyango Wezobudlelwano Nokubambisana Bamazwe Namazwe • Litiko Letebudlelwane Bemave kanye Nekusebentlisanana • ISebe lezobudlelwane neNtsebenziswano yamZwe ngamaZwe • UmNyango weTjhebiswano nokuSebenzisana kweenTjhabatjhaba • Muhasho wa Vhushaka ha Dzitshakatshaka na Tshumisano • Ndzawulo ya Vuxaka bya Matiko ya Misava na Ntirhisano • Departement van Internasionale Betrekkings en Samewerking

DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

DIRCO 05/2017/18: INVITATION TO BID FOR THE COLLECTION, DISPATCH, CONDUCTING CUSTOMS CLEARANCE AND DELIVERING OF DIPLOMATIC FREIGHT “AF” BAGS TO AND FROM DIRCO HEAD OFFICE AND SOUTH AFRICAN MISSIONS ABROAD INCLUDING DEPARTMENT OF INTERNATIONAL RELATION AND COOPERATION (DIRCO) PARLIAMENTARY OFFICE AND THE PROTOCOL OFFICES IN CAPE TOWN, DURBAN AND JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.



TERMS OF REFERENCE

1 PURPOSE

To appoint a service provider to provide and facilitate secure transportation of Diplomatic Freight "AF" bags to and from the Head Office of the Department of International Relations and Cooperation ("DIRCO"), South African diplomatic and consular missions ("Missions") abroad including the Department's Parliamentary Office and the Protocol Offices in Cape Town, Johannesburg and Durban.

2. BACKGROUND

The Republic of South Africa has presently 124 Missions abroad established to promote economic, cultural, multilateral relations, social affairs, consular services, and to promote South Africa in those countries. As a means of communication, DIRCO makes use of diplomatic bags to dispatch official documents and articles to and from South Africa and Missions in accordance with the Vienna Convention on Diplomatic Relations of 1961 and the Vienna Convention on Consular Relations of 1963 ("Vienna Conventions").

Diplomatic Freight Bag is used for the distribution of all unclassified official documents, articles and communication equipment and materials to Missions abroad. The Bag is protected by diplomatic immunity and is subject to customs clearances.

3. SPECIFICATIONS

- 3.1. The successful bidder/s will be required to render "door to door" courier service under the following conditions:
 - 3.1.1 Arrange all logistical and administrative functions including flight bookings;
 - 3.1.2 Provide a "door to door" courier service to and from all destinations as per Annexure A;
 - 3.1.3 Collect from DIRCO Head Office, deliver to OR Tambo Airport and conduct customs clearance to be dispatched to all Missions;
 - 3.1.4 Collect Diplomatic Freight "AF" bags from the airport of the destination, clear them through customs and deliver to the relevant Mission/s;
 - 3.1.5 Collect Diplomatic Freight "AF" bags from Missions, deliver them to the airport and conduct customs clearance to be dispatched to OR Tambo International Airport;
 - 3.1.6 Conduct customs clearance and collect all incoming Diplomatic Freight "AF" bags from Missions at the O.R. Tambo International Airport and deliver them to the DIRCO Head Office at the OR Tambo Building, 460 Soutpansberg Road, Rietondale, Pretoria 0084 as well as the Department's Parliamentary Office and the Protocol Office's in Cape Town, Johannesburg and Durban;
 - 3.1.7 Collect, dispatch, conduct customs clearance, and deliver all Diplomatic Freight "AF" bags from Missions (as per Annexure A) to the DIRCO offices in Pretoria as per paragraph 3.1.6 above;
 - 3.1.8 Provide an in-house service to DIRCO by placing an official at the DIRCO premises to monitor bags and provide real time online information of Diplomatic Freight "AF" bags in transit provided that the appointed in-house person/s is/are subject to obtaining a security clearance from the DIRCO;
 - 3.1.9 Provide computer equipment and stationery for the "in-house" person to perform his/her duties;
 - 3.1.10 Provide a reliable and road worthy fleet of vehicles fitted with a tracking/monitoring device and all vehicles must be fitted with lockable steel shutter doors. DIRCO reserve the right to request AA roadworthy certificates for any or all vehicles at any time during the period of the contract;

- 3.1.11 Must be able to clearly and substantially demonstrate to have a well-established international courier network with the minimum dependence on third party couriers, with the ability to provide uninterrupted service to all destinations as per Annexure A attached;
- 3.1.12 Provide the DIRCO with full access to its International track and trace network facilities through the in-house resources for the duration of the contract;
- 3.1.13 Provide a comprehensive monthly report on all shipments dispatched and delivered both for Missions and the DIRCO Head Office, including the Department's Parliamentary Office and the Protocol Office's in Cape Town, Johannesburg and Durban;
- 3.1.14 Demonstrate to have proven safe and secure handling practices;
- 3.1.15 To submit a complete list of tariffs for each destination that will indicate the minimum tariff and a rate per kilogram (as reflected in the pricing schedule) and NOT a volumetric rate.
- 3.2 The specific conditions relating to paragraph 3.1 above are as follows:
 - 3.2.1 SECURITY
 - 3.2.1.1 Incoming diplomatic freight bags as per Annexure "A" must be cleared and collected daily within twenty four (24) hours of its arrival at the airport of final destination, which includes bags abroad and domestically;
 - 3.2.1.2 Outgoing diplomatic freight bags, both from DIRCO head office and missions, must be collected as per schedule before 14:00; cleared and delivered at the airport for dispatch within twenty four (24) hours from date and time of request for the collection thereof;
 - 3.2.1.3 In and outgoing bags must be transported in a closed vehicle fitted with a tracking device and may not be left unattended at any stage during transit;
 - 3.2.1.4 Damage of, losses to or tampering with bags must be reported in writing within 24 hours to a designated DIRCO official or his/her deputy. The report must contain details relating to the incident (e.g. date, routing, current status and steps to be taken to prevent future incidents);
 - 3.2.1.5 The successful bidder/s must be able to trace lost bags and update the DIRCO on a twenty four (24) hour basis;
 - 3.2.1.6 DIRCO must be informed within twelve (12) hours of any delayed/detained bags and the reasons thereof;
 - 3.2.1.7 Designated secure handling facilities for bags at points of dispatch and receipt with twenty four (24) hour surveillance capacity must be provided.
 - 3.2.2 TARIFFS
 - 3.2.2.1 Tariffs must be inclusive of customs clearance fees, fuel surcharges, and master airway bill fees
 - 3.2.2.2 Tariffs will be amended annually on written request from the successful bidder considering the CPIX, Rand/Dollar exchange rate and fuel surcharges. The written request will also be accompanied by a comprehensive independent audit report demonstrating the correct and valid calculations.
 - 3.2.2.3 The bidder/s must provide a rate per kilogram and not a volumetric tariff.
 - 3.2.2.4 A separate notification must be provided for items exceeding 30kg weight limit, dispatched as diplomatic freight with only a door to terminal service.

3.2.3 FLIGHTS

- 3.2.3.1 Forwarding of bags must be guaranteed on flights as indicated on the Tender Document/Air Way Bill unless unforeseen circumstances prevail of which DIRCO must be informed within twenty four (24) hours.
- 3.2.3.2 Should the successful bidder / airline as indicated per tender not comply with its contractual obligations, DIRCO reserves the right to make use of an alternative company/airline/routing at the expense of the successful bidder/s.
- 3.2.3.3 The most direct flights/routing must be utilized.
- 3.2.3.4 In case of any changes in flight details (e.g. flight number, date, time or routing) the DIRCO must be informed thereof within twenty four (24) hours.
- 3.2.3.5 Dispatch details (e.g. date, time, flight, waybill number) and a copy thereof must be provided to DIRCO, including all missions/offices before close of business each day.
- 3.2.3.6 A clear indication should be provided on the average time frames for collections at all collecting addresses, as well as deliveries after date and time of collection to each delivery address.

3.2.4 TRANSPORTING OF BAGS

- 3.2.4.1 The vehicles to be used must be able to transport at least a weight of five hundred kilograms to three thousand kilograms.
- 3.2.4.2 Each vehicle must have a tracking device and closed lockable canopy if a panel van is not used.
- 3.2.4.3 Bags may not be transported by road to Missions unless prior arrangements are made with and agreed to in writing by DIRCO.
- 3.2.4.4 The successful bidder/s shall provide a door to door service, in respect of all bags/parcels less than 30kg without intervention of DIRCO in order to get bags cleared/delivered.
- 3.2.4.5 Bags must be delivered to Missions during normal office hours, against a signature of one of the three (3) transferred officials on the list as provided by DIRCO.

3.2.5 AIRWAYBILLS

- 3.2.5.1 Adequate stocks of pre-print in-house waybills, labels, tags, rip and grip seals, plastic bags or any other marking material as required must be provided at no additional cost.

3.2.6 IN-HOUSE SERVICE

- 3.2.6.1 The services of an in-house person that has received security clearance from State Security Agency must be provided to perform related duties daily.
- 3.2.6.2 All stationery and computer equipment required by the in-house employee must be provided for at the cost of the successful bidder/s.
- 3.2.6.3 The successful bidder/s must provide a telephonic inquiry service during normal office hours.
- 3.2.6.4 The in-house person must provide all support related to the dispatch of bags and ensure proper record keeping thereof.
- 3.2.6.5 An internet (E-mail and Web site address) must be provided to make track and trace enquiries possible.

- 3.2.6.6 The in-house person must ensure that all flight bookings are done on a daily basis.
- 3.2.6.7 Proof of delivery (POD) for each consignment must be provided within twenty four (24) hours after delivery has taken place.
- 3.2.6.8 The in-house person must be able to provide a status report on all bags on request.
- 3.2.7 ACCOUNTS
- 3.2.7.1 DIRCO must be provided with a detailed account, attaching all correct and relevant invoices, on a bi-weekly basis.
- 3.2.7.2 All payments will be effected within thirty (30) days after receipt of the account and correct relevant supporting documents, and it is not the duty of DIRCO to provide the successful bidder/s with records for invoices paid or not, other than the normal proof of payment .
- 3.2.7.3 Invoices not in line with clause 3.2.7.2 and details not in accordance with information on the waybill will not be paid.
- 3.2.7.4 Banking details of the successful bidder's bank account MUST be provided on awarding of the tender.

3.3 REPORTING

- 3.3.1 The successful bidder/s shall provide DIRCO with the following reports;
 - 3.3.1.1 A freight management report;
 - 3.3.1.2 The proof of delivery (POD) report (POD image on CD-ROM);
 - 3.3.1.3 A service level report; and
 - 3.3.1.4 A fleet management report on request.
- 3.3.2 Reports referred to in paragraph 3.3.1 above must be provided by the successful bidder/s on or before the 15th day of each month, with the exception of the report referred to in paragraph 3.3.1.4 above, in relation to the courier services performed during the preceding month.

4. EVALUATION CRITERIA TO BE USED

The bid will be evaluated in three phases (i.e. Phase 1, 2, and 3) as follows:

4.1 Phase 1: Responsive Criteria

The minimum requirements must be satisfied by the prospective bidders in order to pass to the next stage of the evaluation process. Please refer to the schedule below.

Requirements	
4.1.1	Completion all SBD (Standard Bid Documents) documentation SBD1, SBD2 ,SBD3.1,SBD3.2,SBD4 ,SBD 6.1, SBD 8, SBD 9
4.1.2	In case of joint ventures, signed copy/copies of the signed Contract/s (2) between the 2 parties must be submitted.
4.1.3	IATA – Proof must be provided of the International Air Transport Association registration and approval [copy of registration].
4.1.4	TAPA – Transported Asset Protection Association [copy of certificate]
4.1.5	CAA - South African Civil Aviation Authority[copy of registration]
4.1.6	ISO – International Standards Organization [copy of certificate]
4.1.7	Attendance of Compulsory briefing session
4.1.8	Proof of registration with Central Supplier Database with a Tax Compliant Status

4.1.9 Provide proof of International Courier Network accompanied by a referral letter from other partner/s

4.2 Phase 2: Functionality

4.2.1 Functionality

A bidder/s that scores less than 60% in respect of "functionality" will be regarded as submitting a non-responsive bid and will be disqualified.

For purposes of comparison, and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria.

4.2.1.1 Functionality Criteria

	Functionality Criteria	Weight
1. Capacity to deliver	<p>A project program reflecting realistic timeframes for capacity to collect, dispatch, conduct customs clearance and delivering of Diplomatic Bags in terms of management, excellent delivery timeframes, good contingency plan and an effective security plan in place.</p> <p><u>Matrix:</u> 5 weeks = 1 point 4 weeks = 2 points 3 weeks = 3 points 2 weeks = 3 points 1 week = 5 points</p>	40
2. Experience	<p>Relevant five years' experience, expertise and qualifications of key staff to successfully service this contract. CV's and qualifications must be attached</p> <p><u>Matrix</u> 1 year= 1 points 2-4years = 2 points 5 years = 3 points 6 to 10 years = 4 points 10 and above years = 5 points</p>	30
3. References	<p>In the proposals, the bidder/s must indicate the company's track record in the field of collecting, dispatching, conducting customs clearance and delivering of Diplomatic Bags and contactable references together with their contact details of a minimum of 3 references</p> <p><u>Matrix</u> 1 references = 1 point 2 references = 2 points 3 references = 3 points 4 reference = 4 points 5 above references = 5 points</p>	20

4. Site inspection focusing on:	<ul style="list-style-type: none"> • Quality, adequacy and general layout of handling facilities; • Adequate and proven security measures for handling of Diplomatic bags including fleet management; and • Functional customer care/call centre and track and trace system 	10
	TOTAL	100

Values: 1 = Poor, 2= Fair, 3 = Good, 4 = Very Good, 5 = Excellent

As per Attachment A. Bidders must return the completed Schedule as part of the proposal. Should the pricing Schedule not be attached, the bid will be disqualified.

5. Points awarded for B-BBEE Status Level of Contribution

The applicable formula 80/20 will be utilised to evaluate the bid, of which eighty (80) points are allocated for price and functionality. The remaining twenty (20) points are for certain goals that have been targeted and the points allocated for these goals are indicated in the enclosed forms SBD 6.1 and SBD 6.4 that MUST be completed in detail.

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5.2 Bidder/s who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for

IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Bidder/s other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

6. GENERAL CONDITIONS

- 6.1.1 The Government Procurement: General Conditions of Contract ("GCC") will be applicable to this bid.
- 6.2 The preferred bidder/s will undergo vetting process and must obtain positive results prior to appointment.
- 6.3 DIRCO reserves the right to sign a Service Level Agreement with the successful bidder/s to supplement the GCC. The GCC and the service level agreement will among others, govern the relationship between the parties; ensure that services are provided according to specified standards and within stipulated timeframes; and to provide for remedies for under/poor performance and non-compliance with terms and conditions of the service level agreement.
- 6.4 DIRCO reserves the right to appoint more than one successful bidder.
- 6.5 The bid evaluation will only be done on the basis of information that was requested and provided. The comprehensiveness of the tender proposal can therefore be decisive in awarding thereof.
- 6.6 The bid evaluation process does not obligate DIRCO to make use of any proposed services. Acceptance of any proposal shall only indicate a willingness to include the information into an analysis or to commence negotiations and shall not place any other duties or liabilities on DIRCO. DIRCO shall have no obligation to furnish any formal acceptance or non-acceptance of any information presented.
- 6.7 All documents submitted in response to this proposal shall become the property of DIRCO.
- 6.8 DIRCO reserves the right and full discretion to:
- 6.8.1 Withdraw from this process and the provisions of the bid at any time;
- 6.8.2 Cancel this bid at any time and all subsequent proposals may be rejected in whole or in part.
- 6.8.3 Change the dates of adjudication and submission;
- 6.9 DIRCO's decisions will be final and no correspondence will be entered into from the closing date of submissions until after the selection process has been completed. Bidders will be formally notified of the outcome of the bid.

7. SPECIAL CONDITIONS

- 7.1 The award of the successful bid will be subject to the company Subcontracting a minimum of 30% of the value of the contract to the designated group which are at least 51% owned by black. Proof of a signed agreement by both companies should be submitted.

8. CONTACT PERSONS AND SUBMISSIONS

All enquiries can be directed to Supply Chain Management as per fax number: - 012 329 1267
Enquiries pertaining to the completion of tender documents can be directed to the Bid Office, on telephone number 012 3510435/0362

Bidder/s must submit their bonded proposals in a sealed envelope with the details of the specific tender on the outside of the envelope to:

Per hand

Department of International Relations and Cooperation
OR Tambo Building
460 Soutpansberg Road
Rietondale
0084

Submissions should be posted to be received or hand delivered to the mentioned addresses on or before 11:00 on the closing date

Bidder/s are encouraged to submit their proposals before the closing time and date, as late submissions will not be accepted.

E-Mailed or faxed submissions will not be accepted.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DIRCO 05-2017/18	CLOSING DATE:	23/03/2018	CLOSING TIME:	11:00
DESCRIPTION	Invitation to bid for the collection, dispatch, conducting customs clearance and delivering of diplomatic freight "AF" bags to and from DIRCO head office and South African missions abroad including department of international relation and cooperation (DIRCO) parliamentary office and the protocol offices in Cape Town, Durban and Johannesburg for a period of three (3) years.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION					
460 SOUTPANSBERG ROAD RIETONDALE					
PRETORIA					
0084					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

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

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number DIRCO. 05 /2017/18
Closing Time 11:00	Closing date...23 March 2018.....

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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- Required by: DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

- At: DIRCO/ DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

COMPANY NAME:

INBOUND/OUTBOUND: TO/FROM RSA MISSIONS (DOOR TO DOOR/DOOR TO TERMINAL)

MISSION	COUNTRY NAME	Minimum Charge	Rate per kilogram	Outbound Door to Door Average Weight per Shipment (KG)	Total Cost for Outbound Door to Door Average Weight per Shipment (ZAR)	Minimum Charge	Rate per kilogram	Inbound Door to Door Average Weight per Shipment	Total Cost for Inbound Door to Door Average Weight per Shipment (ZAR)
ABIDJAN	IVORY COAST			9.3				15.6	
ABU DHABI	UNITED ARAB EMIRATES			10.1				2.0	
ABUJA	NIGERIA			12.5				18.3	
ACCRA	GHANA			18.8				14.1	
ADDIS ABABA	ETHIOPIA			11.9				19.15	
ALGIERS	ALGERIA			13.1				11	

ALMATY	KAZAKHSTAN			10.56			13.3
AMMAN	JORDAN			11.6			16.4
ANKARA	TURKEY			6.3			10.7
ANTANANARIVO	MADAGASCAR			11.2			3.5
ASMARA	ERITREA			7.2			8.7
ASTANA	KAZAKHSTAN			8.6			12
ATHENS	GREECE			7.8			5.8
BAKAMO	MALI			12.3			25
BANGKOK	THAILAND			14.2			25
BEIJING	CHINA, PEOPLE'S REPUBLIC			13.1			30.3
BERLIN	GERMANY			13.1			30.3
BERNE	GERMANY			17			3.9
MUMBAI	INDIA			16.3			16.5
BRASSAVILLE	CONGO			18.2			28.7
BRASILIA	BRAZIL			7.6			7
BRUSSELS	BELGIUM			8.1			10.9
BUCHAREST	ROMANIA			9.7			12
BUDAPEST	HUNGARY			10.6			5.8
BUENOS AIRES	ARGENTINA			12.2			17
BUJUMBURA	BURUNDI			11.8			18.2
CAIRO	EGYPT			9.2			9
CANBERRA	AUSTRALIA			15			30.3
CARACAS	VENEZUELA			6.3			8
SAO TOME	SAO TOME AND PRINCIPE			20.3			7.9
CHICAGO	UNITED STATES OF AMERICA			7			21.8
COLOMBO	STRILANKA			6.5			4.7
COPENHAGEN	DENMARK			15.1			9.8
COTONOU	BENIN			7			14.9
DAKAR	SENEGAL			9.8			20
DAMASCUS	SYRIA			6.7			15.7
DAR ES SALAAM	TANZANIA			10			10.2
DOHA	QATAR			10.6			40
DUBAI	UNITED ARAB EMIRATES			6			7.2
DUBLIN	IRELAND, REPUBLIC OF			10			11.9
GABORONE	BOTSWANA			13.5			41.4
GENEVA	SWITZERLAND			9.3			30.3
GUINEA BISSAU	GUINEA BISSAU			6.1			7.8
HANOI	VIETNAM			7.6			23.6
HARARE	ZIMBABWE			6.3			11.6
HAVANA	CUBA			9.2			9.4
HELINSKI	FINLAND			12			14.1
HONG KONG	HONG KONG			18			15.1
ISLAMABAD	PAKISTAN			19.6			8
JAKARTA	INDONESIA			6.1			13
JEDDAH	SAUDI ARABIA			9			8.4
KAMPALA	UGANDA			13.9			14.6
KHARTOUM	SUDAN			17.4			14.8
KIGALI	RUWANDA			7.3			12.4
KINGSTON	JAMAICA			7.2			7.3

KINSHASA	CONGO, DEOMCRATIC REPUBLIC		10.75			18.3
KUALA LUMPUR	MALAYSIA		7			8.1
KUWAIT CITY	KUWAIT		15.8			15.1
KIEV	UKRAINE		8.2			11.1
LAGOS	NIGERIA		8.6			11.8
LIBREVILLE	GABON		24.9			40.2
LILONGWE	MALAWI		6			30.3
LIMA	PERU		10			9.9
LISBON	PORTUGAL		6.8			3.9
LONDON	UNITED KINGDOM		15.8			11.2
LOS ANGELES	UNITED STATES OF AMERICA		10.5			14.5
LUANDA	ANGOLA		15.7			13.3
LUBUMBASHI	CONGO, DEOMCRATIC REPUBLIC		6.5			9.4
LUSAKA	ZAMBIA		9.1			19.5
MADRID	SPAIN		9.3			11.6
MALABO	EQUATORIAL GUINEA		11.2			9.4
MANILA	PHILIPPINES		8.6			12.5
MAPUTO	MOZAMBIQUE		11.5			11.4
PORT LOUIS	MAURITIUS		25.7			4.3
MASERU	LESOTHO		6.6			6.6
MBABANE	SWAZILAND		10			14.7
MEXICO CITY	MEXICO		16.7			18.5
MILAN	ITALY		8.5			19.4
MORONI	COMOROS		6.3			10.2
MOSCOW	RUSSIAN, FEDERATION THE		14.4			22.7
MUNICH	GERMANY		8.7			6.9
MUSCAT	OMAN		8.2			19.4
NAIROBI	KENYA		15.3			30.3
N'DJAMENA	CHAD		9			5.1
NEW DEHLI	INDIA		6.2			6.8
NEW YORK CG	UNITED STATES OF AMERICA		7.05			11
NEW YORK UN	UNITED STATES OF AMERICA		9.5			13.5
NIAMEY	NIGER		19.9			16.3
NOUAKCHOTT	MAURITANIA		11.9			30.6
OSLO	NORWAY		18.5			13
OTTAWA	CANADA		6.6			7.3
OUAGADOUGOU	BURKINA FASO		6			7.1
PARIS	FRANCE		14.3			15.7
PRAGUE	CZECH REPUBLIC, THE		17.3			11.4
RABAT	MOROCCO		9.7			8.6
RAMALLAH	PALESTINE		8.5			16.5

RIYADH	SAUDI ARABIA			6.4			5.1	
ROME	ITALY			9			14.6	
SANTIAGO	CHILE			10.3			25	
SAO PAULO	BRAZIL			8.6			15.8	
SEOUL	KOREA REPUBLIC OF			10.9			10.1	
SHANGAI	CHINA, PEOPLE'S REPUBLIC			8.3			10.2	
SINGAPORE	SINGAPORE			6.5			5.3	
SOFIA	BULGARIA			10.2			14.4	
STOCKHOLM	SWEDEN			26			10.8	
SUVA	FIJI			14.3			15.7	
TAIPEI	TAIWAN			8.6			15.2	
TEHRAN	IRAN			9.5			13.5	
TEL AVIV	ISRAEL			6.1			6.3	
THE HAGUE	NETHERLANDS			5.7			8.6	
TOKYO	JAPAN			9.2			4.5	
TORONTO	CANADA			14.2			31.6	
TRINIDAD & TOBAGO	PORT OF SPAIN			10			9.5	
TRIPOLI	LIBYA			17.7			30.3	
TUNIS	TUNISIA			7.6			8.3	
VIENNA	AUSTRIA			6.3			11.9	
WARSAW	POLAND			11.2			13	
WASHINGTON	UNITED STATES OF AMERICA							
WELLINGTON	NEW ZEALAND			7.6			8.3	
WINDHOEK	NAMIBIA			6.3			11.9	
YAOUNDE	CAMEROON			11.2			13	
TOTAL PRICE								

OFFICES	Minimum Charge	Rate per kilogram	Outbound Door to Door Average Weight per Shipment (KG)	Total Cost for Outbound Door to Door Average Weight per Shipment (ZAR)	Minimum Charge	Rate per kilogram	Inbound Door to Door Average Weight per Shipment	Total Cost for Inbound Door to Door Average Weight per Shipment (ZAR)
CAPE TOWN PARLIAMENTARY OFFICE			9.3				25.6	
DURBAN KING SHAKA AIRPORT			2.3				5.6	
CAPE TOWN INTERNATIONAL AIRPORT			2				13	
OR TAMBO INTERNATIONAL AIRPORT AND PROTOCOL LOUNGE			3				4.2	

TOTAL PRICE								
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*All prices are quoted in South African Rand.

*All prices are inclusive of fuel surcharge but exclusive of insurance.

*All prices are inclusive of Duties, Taxes and Customs Clearance Fees.

*Prices for Parliamentary Office in Cape Town are inclusive of all costs but exclusive of insurance.

Note: all delivery costs must be included in the bid price, for delivery at the prescribed destination.

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number: DIRCO 05- 2017/18
Closing Time 11:00	Closing date...23 March 2018.....

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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- Required by: DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION
- At: DIRCO/ DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

PRICES FOR DIPLOMATIC BAGS AS PER SCHEDULE BELOW

COMPANY NAME:

INBOUND/OUTBOUND: TO/FROM RSA MISSIONS (DOOR TO DOOR/DOOR TO TERMINAL)

MISSION	COUNTRY NAME	Minimum Charge	Rate per kilogram	Outbound Door to Door Average Weight per Shipment (KG)	Total Cost for Outbound Door to Door Average Weight per Shipment (ZAR)	Minimum Charge	Rate per kilogram	Inbound Door to Door Average Weight per Shipment	Total Cost for Inbound Door to Door Average Weight per Shipment (ZAR)
ABIDJAN	IVORY COAST			9.3				15.6	
ABU DHABI	UNITED ARAB EMIRATES			10.1				2.0	
ABUJA	NIGERIA			12.5				18.3	
ACCRA	GHANA			18.8				14.1	
ADDIS	ETHIOPIA			11.9				19.15	

ABABA								
ALGIERS	ALGERIA			13.1				11
ALMATY	KAZAKHSTAN			10.56				13.3
AMMAN	JORDAN			11.6				16.4
ANKARA	TURKEY			6.3				10.7
ANTANANARI VO	MADAGASCAR			11.2				3.5
ASMARA	ERITREA			7.2				8.7
ASTANA	KAZAKHSTAN			8.6				12
ATHENS	GREECE			7.8				5.8
BAKAMO	MALI			12.3				25
BANGKOK	THAILAND			14.2				25
BEIJING	CHINA, PEOPLE'S REPUBLIC			13.1				30.3
BERLIN	GERMANY			13.1				30.3
BERNE	GERMANY			17				3.9
MUMBAI	INDIA			16.3				16.5
BRASSAVILL E	CONGO			18.2				28.7
BRASILIA	BRAZIL			7.6				7
BRUSSELS	BELGIUM			8.1				10.9
BUCHAREST	ROMANIA			9.7				12
BUDAPEST	HUNGARY			10.6				5.8
BUENOS AIRES	ARGENTINA			12.2				17
BUJUMBURA	BURUNDI			11.8				18.2
CAIRO	EGYPT			9.2				9
CANBERRA	AUSTRALIA			15				30.3
CARACAS	VENEZUELA			6.3				8
SAO TOME	SAO TOME AND PRINCIPE			20.3				7.9
CHICAGO	UNITED STATES OF AMERICA			7				21.8
COLOMBO	STRI LANKA			6.5				4.7
COPENHAGE N	DENMARK			15.1				9.8
COTONOU	BENIN			7				14.9
DAKAR	SENEGAL			9.8				20
DAMASCUS	SYRIA			6.7				15.7
DAR ES SALAAM	TANZANIA			10				10.2
DOHA	QATAR			10.6				40
DUBAI	UNITED ARAB EMIRATES			6				7.2
DUBLIN	IRELAND, REPUBLIC OF			10				11.9
GABORONE	BOTSWANA			13.5				41.4
GENEVA	SWITZERLAND			9.3				30.3
GUINEA BISSAU	GUINEA BISSAU			6.1				7.8
HANOI	VIETNAM			7.6				23.6
HARARE	ZIMBABWE			6.3				11.6
HAVANA	CUBA			9.2				9.4
HELINSKI	FINLAND			12				14.1
HONG KONG	HONG KONG			18				15.1
ISLAMABAD	PAKISTAN			19.6				8

JAKARTA	INDONESIA		6.1			13
JEDDAH	SAUDI ARABIA		9			8.4
KAMPALA	UGANDA		13.9			14.6
KHARTOUM	SUDAN		17.4			14.8
KIGALI	RUWANDA		7.3			12.4
KINGSTON	JAMAICA		7.2			7.3
KINSHASA	CONGO, DEOMCRATIC REPUBLIC		10.75			18.3
KUALA LUMPUR	MALAYSIA		7			8.1
KUWAIT CITY	KUWAIT		15.8			15.1
KIEV	UKRAINE		8.2			11.1
LAGOS	NIGERIA		8.6			11.8
LIBREVILLE	GABON		24.9			40.2
LILONGWE	MALAWI		6			30.3
LIMA	PERU		10			9.9
LISBON	PORTUGAL		6.8			3.9
LONDON	INITED KINGDOM		15.8			11.2
LOS ANGELES	UNITED STATES OF AMERICA		10.5			14.5
LUANDA	ANGOLA		15.7			13.3
LUBUMBASH I	CONGO, DEOMCRATIC REPUBLIC		6.5			9.4
LUSAKA	ZAMBIA		9.1			19.5
MADRID	SPAIN		9.3			11.6
MALABO	EQUATORIAL GUINEA		11.2			9.4
MANILA	PHILIPPINES		8.6			12.5
MAPUTO	MOZAMBIQUE		11.5			11.4
PORT LOUIS	MAURITIUS		25.7			4.3
MASERU	LESOTHO		6.6			6.6
MBABANE	SWAZILAND		10			14.7
MEXICO CITY	MEXICIO		16.7			18.5
MILAN	ITALY		8.5			19.4
MORONI	COMOROS		6.3			10.2
MOSCOW	RUSSIAN, FEDERATION THE		14.4			22.7
MUNICH	GERMANY		8.7			6.9
MUSCAT	OMAN		8.2			19.4
NAIROBI	KENYA		15.3			30.3
N'DJAMENA	CHAD		9			5.1
NEW DEHLI	INDIA		6.2			6.8
NEW YORK CG	UNITED STATES OF AMERICA		7.05			11
NEW YORK UN	UNITED STATES OF AMERICA		9.5			13.5
NIAMEY	NIGER		19.9			16.3
NOUAKCHOT T	MAURITANIA		11.9			30.6
OSLO	NORWAY		18.5			13
OTTAWA	CANADA		6.6			7.3
OUAGADOU GOU	BURKINA FASO		6			7.1

PARIS	FRANCE			14.3				15.7
PRAGUE	CZECH REPUBLIC, THE			17.3				11.4
RABAT	MOROCCO			9.7				8.6
RAMALLAH	PALESTINE			8.5				16.5
RIYADH	SAUDI ARABIA			6.4				5.1
ROME	ITALY			9				14.6
SANTIAGO	CHILE			10.3				25
SAO PAULO	BRAZIL			8.6				15.8
SEOUL	KOREA REPUBLIC OF			10.9				10.1
SHANGAI	CHINA, PEOPLE'S REPUBLIC			8.3				10.2
SINGAPORE	SINGAPORE			6.5				5.3
SOFIA	BULGARIA			10.2				14.4
STOCKHOLM	SWEDEN			26				10.8
SUVA	FIJI			14.3				15.7
TAIPEI	TAIWAN			8.6				15.2
TEHRAN	IRAN			9.5				13.5
TEL AVIV	ISRAEL			6.1				6.3
THE HAGUE	NETHERLANDS			5.7				8.6
TOKYO	JAPAN			9.2				4.5
TORONTO	CANADA			14.2				31.6
TRINIDAD & TOBAGO	PORT OF SPAIN			10				9.5
TRIPOLI	LIBYA			17.7				30.3
TUNIS	TUNISIA			7.6				8.3
VIENNA	AUSTRIA			6.3				11.9
WARSAW	POLAND			11.2				13
WASHINGTON	UNITED STATES OF AMERICA							
WELLINGTON	NEW ZEALAND			7.6				8.3
WINDHOEK	NAMIBIA			6.3				11.9
YAOUNDE	CAMEROON			11.2				13
TOTAL PRICE								

OFFICES	Minimum Charge	Rate per kilogram	Outbound Door to Door Average Weight per Shipment (KG)	Total Cost for Outbound Door to Door Average Weight per Shipment (ZAR)	Minimum Charge	Rate per kilogram	Inbound Door to Door Average Weight per Shipment	Total Cost for Inbound Door to Door Average Weight per Shipment (ZAR)
CAPE TOWN PARLIAMENTARY OFFICE			9.3				25.6	
DURBAN KING SHAKA AIRPORT			2.3				5.6	
CAPE TOWN INTERNATIONAL AIRPORT			2				13	

OR TAMBO INTERNATIONAL AIRPORT AND PROTOCOL LOUNGE			3				4.2	
TOTAL PRICE								

*All prices are quoted in South African Rand.

*All prices are inclusive of fuel surcharge but exclusive of insurance.

*All prices are inclusive of Duties, Taxes and Customs Clearance Fees.

*Prices for Parliamentary Office in Cape Town are inclusive of all costs but exclusive of insurance.

Note: all delivery costs must be included in the bid price, for delivery at the prescribed destination.

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

SBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 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) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

**24. Anti-dumping
and countervailing
duties and rights**

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)