



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 04/2022/23**
Enquiries : Mr K Mokoro; Mr S Molekoa; Mr T Munyai
Telephone : 012 351 0915/ 0362/ 8536
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 04/2022/23**
2. **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 Relations 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 the Department of international Relations and Cooperation (OR Tambo Building)
4. **Closing date: 22 March 2023; 11 O'clock am**
5. **A non-compulsory virtual briefing session will be held on 07 March 2023 10:00am. Bidders can join a non-compulsory briefing session using a link provided on the website where the tender is advertised.pp**
6. The attached documents consist of this cover page and the following pages. Terms of Reference, SBD1, SBD3.1.1, SBD 3.1.2, SBD 3.1.3, SBD4, SBD6.1 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

The 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


CHIEF DIRECTOR

DATE: 2023/02/28

Kgoro ya Tirisano le Tshomišano 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 Nekusebentisana • ISebe lezobudlelwane neNtsebenziswano yamZwe ngamaZwe • UmNyango weTjhebiso nokuSebenzisana kweenTjhabatjhaba • Muhasho wa Vhushaka ha Dzitshakathaka na Tshumišano • Ndzawulo ya Vuxaka bya Matiko ya Misava na Ntirhisano • Departement van Internasionale Betrekkinge en Samewerking

DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

DIRCO:04-2022/23 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 RELATIONS 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 for a fixed period of three years.

2. BACKGROUND

The Republic of South Africa presently has **118 Missions** abroad that send and receive diplomatic airfreight bags. RSA Missions are 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 restricted and confidential 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 collects 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 functional computer equipment and stationery for the "in-house" person to perform his/her duties;
- 3.1.10 Provide a reliable and roadworthy 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 demonstrate clearly and substantially 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 Must provide DIRCO with a certified (within three (3) months) copy of certificate for membership of Transported Asset Protection Association –TAPA in respect of third-party couriers that will be utilised for destinations the successful bidder does not have a presence.
- 3.1.13 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;
- 3.1.14 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;
- 3.1.15 Demonstrate to have proven safe and secure handling practices;
- 3.1.16 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 and detailed description of items and/or bags that have been damaged, lost and/or tampered with,);

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 determined according to SBD3.1.1 (Year 1), SBD 3.1.2 (Year 2) and SBD 3.1.3 (Year 3) will include all charges such as CPIX, Rand/Dollar exchange rate, fuel surcharges and all other incidental costs.

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.

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 3.3.1.1 above, in relation to the courier services performed during the preceding month.

4. EVALUATION CRITERIA TO BE USED

The bid will be evaluated in four phases (i.e. Phase 1, 2, 3 and 4) as follows:

4.1 Phase 1: Administrative Compliance

A non-compulsory virtual briefing session will be held on 07 March 2023 10:00am. Bidders can join a non-compulsory briefing session using a link provided on the website where the tender is advertised.

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.

Document that must be submitted	Non-submission may result in disqualification?	
<p>Completed and signed Standard Bid Documents SBD1, SBD 4 and SBD 6.1,</p> <p>In case of Joint Venture arrangement, all bidders/members must also submit all the mandatory documents</p>	YES	<p>In the event the bidder fails to submit the completed documents at the time of submitting the proposal, a Bidder will be requested to submit the documents within 7 days upon official correspondence from the date of request, failure to submit the documents will disqualify the bidder.</p>
Tax compliance Status on CSD	YES	<p>In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</p> <p>In the event that the bidder is not tax compliant at the time of submission of the proposal, the bidder will be notified in writing of their non-compliance status</p>

		<p>and will be given 7 working days upon official correspondence to submit a proof from SARS of their tax compliance status</p> <p>The bidder will be disqualified should they fail to provide written proof of their tax compliance status after 7 days of notification.</p>
<p>It is expected that bidder/s complete the attached SBDs which will itemize all costs on services related to the event as indicated in the specifications (VAT inclusive); SBD 3.1.1(Year 1) SBD 3.1.2(Year 2) SBD 3.1.3(Year 3)</p>	YES	
<p>In case of Joint Venture arrangement, a signed Joint Venture agreement must be attached.</p>	YES	
<p>Registration on Central Supplier Database (CSD)</p>	YES	<p>Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.</p> <p>Submit proof of registration.</p>
<p>A signed commitment letter confirming company's representation/footprint of more than 50% per continent (Africa, Europe, Asia, North America, South America and Australia (or Oceania)</p>	YES	<p>Must provide DIRCO with a signed commitment letter confirming company's representation/footprint of more than 50% per continent (Africa, Europe, Asia, North America, South America and Australia (or Oceania)</p> <p>In the event that the bidder did not submit a signed commitment letter confirming company's representation/footprint of more than 50% per continent (Africa, Europe, Asia, North America, South America and Australia (or Oceania) at the time of submission of the proposal, the bidder will be notified in writing and will be given 7 working days upon official correspondence to submit the -</p>

		<p>International Standards Organization [copy of certificate]</p> <p>The bidder will be disqualified should they fail to provide written proof of their signed commitment letter confirming company's representation/footprint of more than 50% per continent (Africa, Europe, Asia, North America, South America and Australia (or Oceania). After 7 days of notification.</p>
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NB: Any Bidder that fails to comply with the administrative requirements will be regarded as submitting a non-responsive bid and will be disqualified.

4.2 Phase 2:

4.2.1 Paper Evaluation Part 1

The Bidder's information will be scored according to the following points system:

Functionality	Maximum Points Achievable	Minimum Threshold per evaluation stage
Paper evaluation Part 1	45	35 All service providers who scored less than 35 points on paper evaluation will not be considered for part 2 of paper evaluation

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.

	Functionality Criteria	Weight
IATA – Proof must be provided of the International Air Transport Association registration and approval [copy of registration].	<p>Matrix:</p> <p>No certificate provided = 0 points</p> <p>Valid certificate attached=5 points</p>	10
TAPA – Transported Asset Protection Association [copy of certificate]	<p>Matrix:</p> <p>No certificate provided = 0 points</p> <p>Valid certificate attached=5 points</p>	15
SACAA - South African Civil Aviation Authority[copy of registration]	<p>Matrix</p> <p>No certificate provided = 0 points</p> <p>Valid certificate attached=5 points</p>	10

ISO – International Standards Organization [copy of certificate]	<u>Matrix</u> No certificate provided = 0 points Valid certificate attached=5 points	10
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4.2.2 Phase 2: Paper Evaluation Part 2

Functionality	Maximum Points Achievable	Minimum Threshold per evaluation stage
Paper evaluation Part 2	35	25 All service providers who scored less than 25 points on paper evaluation part 2 will not be considered for site inspection

	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>Matrix: No proof provided = 0 points 5 weeks = 1 point 4 weeks = 2 points 3 weeks = 3 points 2 weeks = 3 points 1 week = 5 points</p>	5
2. Project plan	<p>Provide a project plan reflecting the following:</p> <ul style="list-style-type: none"> • Collection of Diplomatic Bags, • Dispatch, • Conduct customs clearance, • Delivering of Diplomatic, • Excellent delivery timeframes, • Good contingency plan and • An effective security plan in place. <p>Matrix: No proof provided = 0 points 3 or less factors covered = 1 Point 4 factors covered = 2 Points 5 factors covered = 3 Points 6 factors covered = 4 Points All factors covered = 5 Points</p>	5
3.Experience	Relevant five years' experience, expertise and qualifications of contract/account manager to	10

(contract/account manager)	successfully service this contract. CV's and appointment letter must be attached <u>Matrix</u> No proof provided = 0 points 1 year = 1 point 2-4years = 2 points 5 years = 3 points 6 to 10 years = 4 points 11 and above years = 5 points	
4. Experience (in-house coordinator)	Relevant five years' experience, expertise and qualifications of in-house coordinator to successfully service this contract. CV's and appointment letter must be attached <u>Matrix</u> No proof provided = 0 points 1 year = 1 point 2-4years = 2 points 5 years = 3 points 6 to 10 years = 4 points 11 and above years = 5 points	5
5.References	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 internationally and contactable references together with their contact details of a minimum of 3 references <u>Matrix</u> No proof provided = 0 points 1 reference/testimonial = 1 point 2 references/testimonials = 2 points 3 references/testimonials = 3 points 4 references/testimonials = 4 points 5 above references/testimonials = 5 points	10

4.2.3 Phase 3: Site Inspection

The Bidder's information will be scored according to the following points system:

Functionality	Maximum Points Achievable	Minimum Threshold per evaluation stage
Site inspection	20	20 All service providers who scored less than 20 points on site inspection will not be considered for price and preference points.

As part of due diligence, Department of International Relations and Cooperation will conduct a site inspection at a client premises.

<p>Site inspection focusing on:</p>	<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. <p>Factors:</p> <ul style="list-style-type: none"> • adequacy and general layout of handling facilities; • Adequate and proven security measures for handling of Diplomatic bags; • Secured fleet management; • Demonstration of Functional customer care/call centre and track and trace system • Example of Air Waybill <p>Matrix:</p> <p>No proof provided = 0 points 1 Factor covered = 1 Point 2 factors covered = 2 Points 3 factors covered = 3 Points 4 factors covered = 4 Points 5 factors covered = 5 Points</p>	<p>20</p>
<p>TOTAL</p>		<p>100</p>

NB: All service providers who scored less than 20 points on site inspection will be disqualified and will not be considered for price and preference points evaluation.

4.3 Phase 4: Price and preference points

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

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

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

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

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

Table 1 (80/20): Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points (5)	
81-100	5	
61-80	4	
41-60	3	
21-40	2	
1-20	1	
0%	0	
Percentage (%) Ownership by Women	Points (8)	
91-100	8	
81-90	7	
71-80	6	
61-70	5	
51-60	4	
41-50	3	
21-40	2	
1-20	1	
0	0	
Percentage (%) Ownership by Youth	Points (6)	
81-100	6	
71-80	5	
61-70	4	
41-60	3	
31-40	2	
1-30	1	
0	0	
Percentage (%) Ownership by Disability	Points (1)	
1-100	1	
0%	0	

5 GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon:

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Department of International Relations and Cooperation is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to Department of International Relations and Cooperation together with its bid, duly signed by an authorised representative of the bidder.
- c. The Government Procurement: General Conditions of Contract (“GCC”) will be applicable to this bid.
- d. The preferred bidder/s will undergo vetting process and must obtain positive results prior appointment.
- e. 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.
- f. DIRCO reserve the right to appoint more than one successful bidder.
- g. 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.
- h. The bid evaluation process does not obligate DIRCO to make use of many 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.
- i. All documents submitted in response to this proposal shall become the property of DIRCO.
- j. DIRCO reserves the right and full discretion to:
 - Withdraw from this process and the provisions of the bid at any time;

- Cancel this bid at any time and all subsequent proposals may be rejected in whole or in part.
 - Change the dates of adjudication and submission.
- k. DIRCO's decision 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.

6. SPECIAL CONDITIONS OF THIS BID

Department of International Relations and Cooperation reserves the right:

- a. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b. To partially award the bid.
- c. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- d. To accept part of a tender rather than the whole tender.
- e. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- f. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- g. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- h. Award to multiple bidders based either on operational needs and risk assessment.

7. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid **DIRCO: 04-2022/23** the Department of International Relations and

Cooperation may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

8. CONTACT PERSONS AND SUBMISSIONS

Enquiries pertaining to the completion of tender documents can be directed to the Bid Office, tel: 012351 0915/ 0362/ 8536

Prospective service providers should submit their bonded proposals in a sealed envelope with the details of the specific tender on the outside of the envelope to:

Security (Reception), Tender Box
OR Tambo Building
460 Soutpansberg Street
Rietondale
Department of International Relations and Cooperation
Pretoria
0084

NB: Please submit one original and two copies of the proposal.

Submissions should be hand delivered to the above-mentioned address on or before 11:00am on the closing date **22 March 2023**

Prospective service providers/suppliers are encouraged to submit their proposals before the closing time and date, as late submissions will not be accepted.

E-Mailed or faxed submissions shall 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:04-2022/23	CLOSING DATE: 22 March 2023	CLOSING TIME:	11:00AM	
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 Relations And Cooperation (DIRCO) Parliamentary office and the protocol offices in Cape Town, Durban and Johannesburg for a period of three (3) years.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
OR Tambo Building 460 Soutpansberg Road Rietondale Pretoria 0084					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

SBD3.1.1 (Year 1)

PRICING SCHEDULE – FIRM PRICES

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.....
Closing Time.....	Closing date.....

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:

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

MISSION	COUNTRY NAME	Average number of shipments per year	Outbound Door to Door Average Weight per Shipment (KG)	Rate per kilogram	Minimum Charge	Total Cost for Outbound Door to Door Average Weight per Shipment (ZAR)	Average number of shipments per year	Inbound Door to Door Average Weight per Shipment	Rate per kilogram	Minimum Charge	Total Cost for Inbound Door to Door Average Weight per Shipment (ZAR)
ABIDJAN	IVORY COAST	24	4 kg				12	2 kg			
ABU DHABI	UNITED ARAB EMIRATES	24	4 kg				12	2 kg			
ABUJA	NIGERIA	24	4 kg				12	2 kg			
ACCRA	GHANA	24	4 kg				12	2 kg			
ADDIS ABABA	ETHIOPIA	24	4 kg				12	2 kg			

ALGIERS	ALGERIA	24	4 kg					12	2 kg	
AMMAN	JORDAN	24	4 kg					12	2 kg	
ANKARA	TURKEY	24	4 kg					12	2 kg	
ANTANANARIVO	MADAGASCAR	24	4 kg					12	2 kg	
ASMARA	ERITREA	24	4 kg					12	2 kg	
ASTANA	KAZAKHSTAN	24	4 kg					12	2 kg	
ATHENS	GREECE	24	4 kg					12	2 kg	
BAMAKO	MALI	24	4 kg					12	2 kg	
BANGKOK	THAILAND	24	4 kg					12	2 kg	
BEIJING	CHINA, PEOPLE'S REPUBLIC	24	4 kg					12	2 kg	
BERLIN	GERMANY	24	4 kg					12	2 kg	
MUNICH	GERMANY	24	4 kg					12	2 kg	
MUMBAI	INDIA	24	4 kg					12	2 kg	
BRAZZAVILLE	CONGO	24	4 kg					12	2 kg	
SAO PAULO	BRAZIL	24	4 kg					12	2 kg	
BRASILIA	BRAZIL	24	4 kg					12	2 kg	
BRUSSELS	BELGIUM	24	4 kg					12	2 kg	
BUDAPEST	HUNGARY	24	4 kg					12	2 kg	
BUENOS AIRES	ARGENTINA	24	4 kg					12	2 kg	
BUJUMBURA	BURUNDI	24	4 kg					12	2 kg	
CAIRO	EGYPT	24	4 kg					12	2 kg	
CANBERRA	AUSTRALIA	24	4 kg					12	2 kg	
CARACAS	VENEZUELA	24	4 kg					12	2 kg	
Central African Republic	BANGUI	24	4 kg					12	2 kg	

SAO TOME	SAO TOME AND PRINCIPE	24	4 kg					12	2 kg	
COLOMBO	SRI LANKA	24	4 kg					12	2 kg	
COPENHAGEN	DENMARK	24	4 kg					12	2 kg	
COTONOU	BENIN	24	4 kg					12	2 kg	
DAKAR	SENEGAL	24	4 kg					12	2 kg	
DAMASCUS	SYRIA	24	4 kg					12	2 kg	
DAR ES SALAAM	TANZANIA	24	4 kg					12	2 kg	
DOHA	QATAR	24	4 kg					12	2 kg	
DUBAI	UNITED ARAB EMIRATES	24	4 kg					12	2 kg	
DUBLIN	IRELAND, REPUBLIC OF	24	4 kg					12	2 kg	
GABORONE	BOTSWANA	24	4 kg					12	2 kg	
GENEVA	SWITZERLAND	24	4 kg					12	2 kg	
BERN	SWITZERLAND	24	4 kg					12	2 kg	
GUINEA BISSAU	GUINEA BISSAU	24	4 kg					12	2 kg	
GUINEA	CONAKRY	24	4 kg					12	2 kg	
HANOI	VIETNAM	24	4 kg					12	2 kg	
HARARE	ZIMBABWE	24	4 kg					12	2 kg	
HAVANA	CUBA	24	4 kg					12	2 kg	
HONG KONG	HONG KONG	24	4 kg					12	2 kg	
ISLAMABAD	PAKISTAN	24	4 kg					12	2 kg	
JAKARTA	INDONESIA	24	4 kg					12	2 kg	
JEDDAH	SAUDI ARABIA	24	4 kg					12	2 kg	
KAMPALA	UGANDA	24	4 kg					12	2 kg	

KHARTOUM	SUDAN	24	4 kg					12	2 kg	
KIGALI	RWANDA	24	4 kg					12	2 kg	
KINGSTON	JAMAICA	24	4 kg					12	2 kg	
KINSHASA	CONGO, DEMOCRATIC REPUBLIC	24	4 kg					12	2 kg	
KUALA LUMPUR	MALAYSIA	24	4 kg					12	2 kg	
KUWAIT CITY	KUWAIT	24	4 kg					12	2 kg	
KIEV	UKRAINE	24	4 kg					12	2 kg	
LAGOS	NIGERIA	24	4 kg					12	2 kg	
LIBREVILLE	GABON	24	4 kg					12	2 kg	
LIBERIA	MONROVIA	24	4 kg					12	2 kg	
LILONGWE	MALAWI	24	4 kg					12	2 kg	
LISBON	PORTUGAL	24	4 kg					12	2 kg	
LONDON	UNITED KINGDOM	24	4 kg					12	2 kg	
LOS ANGELES	UNITED STATES OF AMERICA	24	4 kg					12	2 kg	
LUANDA	ANGOLA	24	4 kg					12	2 kg	
LUBUMBASHI	CONGO, DEMOCRATIC REPUBLIC	24	4 kg					12	2 kg	
LUSAKA	ZAMBIA	24	4 kg					12	2 kg	
MADRID	SPAIN	24	4 kg					12	2 kg	
MALABO	EQUATORIAL GUINEA	24	4 kg					12	2 kg	
MANILA	PHILIPPINES	24	4 kg					12	2 kg	

MAPUTO	MOZAMBIQUE	24	4 kg					12	2 kg	
PORT LOUIS	MAURITIUS	24	4 kg					12	2 kg	
MASERU	LESOTHO	24	4 kg					12	2 kg	
MBABANE	SWAZILAND	24	4 kg					12	2 kg	
MEXICO CITY	MEXICO	24	4 kg					12	2 kg	
MORONI	COMOROS	24	4 kg					12	2 kg	
MOSCOW	RUSSIAN, FEDERATION	24	4 kg					12	2 kg	
MUNICH	GERMANY	24	4 kg					12	2 kg	
NAIROBI	KENYA	24	4 kg					12	2 kg	
N'DJAMENA	CHAD	24	4 kg					12	2 kg	
NEW DELHI	INDIA	24	4 kg					12	2 kg	
NEW YORK CG	UNITED STATES OF AMERICA	24	4 kg					12	2 kg	
NIAMEY	NIGER	24	4 kg					12	2 kg	
NOUAKCHOTT	MAURITANIA	24	4 kg					12	2 kg	
OSLO	NORWAY	24	4 kg					12	2 kg	
OTTAWA	CANADA	24	4 kg					12	2 kg	
OUAGADOUGOU	BURKINA FASO	24	4 kg					12	2 kg	
PARIS	FRANCE	24	4 kg					12	2 kg	
PRAGUE	CZECH REPUBLIC, THE	24	4 kg					12	2 kg	
RABAT	MOROCCO	24	4 kg					12	2 kg	
RIYADH	SAUDI ARABIA	24	4 kg					12	2 kg	
ROME	ITALY	24	4 kg					12	2 kg	
SANTIAGO	CHILE	24	4 kg					12	2 kg	

SAO PAULO	BRAZIL	24	4 kg					12	2 kg	
SEOUL	KOREA REPUBLIC OF	24	4 kg					12	2 kg	
SHANGHAI	CHINA, PEOPLE'S REPUBLIC	24	4 kg					12	2 kg	
SINGAPORE	SINGAPORE	24	4 kg					12	2 kg	
SOFIA	BULGARIA	24	4 kg					12	2 kg	
SOUTH SUDAN	JUBA	24	4 kg					12	2 kg	
SUDAN	Khartoum	24	4 kg					12	2 kg	
STOCKHOLM	SWEDEN	24	4 kg					12	2 kg	
TAIPEI	TAIWAN	24	4 kg					12	2 kg	
TEHRAN	IRAN	24	4 kg					12	2 kg	
TEL AVIV	ISRAEL	24	4 kg					12	2 kg	
THE HAGUE	NETHERLANDS	24	4 kg					12	2 kg	
TOKYO	JAPAN	24	4 kg					12	2 kg	
TORONTO	CANADA	24	4 kg					12	2 kg	
TRIPOLI	LIBYA	24	4 kg					12	2 kg	
TUNIS	TUNISIA	24	4 kg					12	2 kg	
VIENNA	AUSTRIA	24	4 kg					12	2 kg	
WARSAW	POLAND	24	4 kg					12	2 kg	
WASHINGTON	UNITED STATES OF AMERICA	24	4 kg					12	2 kg	
WELLINGTON	NEW ZEALAND	24	4 kg					12	2 kg	
WINDHOEK	NAMIBIA	24	4 kg					12	2 kg	
YAOUNDE	CAMEROON	24	4 kg					12	2 kg	

		Total costs for Outbound door-to-door average weight per shipment (ZAR)	Total cost for Inbound door to door average weight per shipment (ZAR)
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SUB TOTAL: A	
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B: DOMESTIC

OFFICES	Average number of shipments per year	Outbound Door to Door Average Weight per Shipment (KG)	Rate per kilogram	Minimum Charge	Total Cost for Outbound Door to Door Average Weight per Shipment (ZAR)	Average Number of shipments per year	Inbound Door to Door average per weight	Rate per kilogram	Minimum Charge	Total Cost for Inbound Door to Door Average Weight per Shipment (ZAR)	
CAPE TOWN PARLIAMENTARY OFFICE	24	3 kg				24	3 kg				
DURBAN KING SHAKA AIRPORT	12	3 kg				12	3 kg				
CAPE TOWN INTERNATIONAL AIRPORT	12	3 kg				12	3 kg				
OR TAMBO INTERNATIONAL AIRPORT AND PROTOCOL LOUNGE	12	3 kg				12	3 kg				
	Total Cost for Outbound Door to Door Average Weight per Shipment (ZAR)						Total cost for inbound door to door average Weight per Shipments (ZAR)				

SUB TOTAL B	
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A: SUBTOTAL PRICE	
B: SUBTOTAL PRICE	
C: GRAND TOTAL (A&B)	

We undertake to hold this offer open for acceptance for a period of 120 days from the date of submission of offers. We further undertake that upon final acceptance of our offer we will commence with the provision of service when required to do so by DIRCO

We understand that DIRCO are not bound to accept the lowest or any offer and that we must bear all costs we have incurred in connection with preparing and submitting of this bid.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

Note: These figures are projections based on the current trends and they may change during the tenure of the contract. These figures are meant for illustration purposes to assist the Bidder(s) to prepare their proposal.

Signature: _____ **Date:** _____

Print name of signatory

Designation

FOR AND ON BEHALF OF (COMPANY NAME)

Tel NO:.....

Fax no:.....

Cell no:.....

Email:.....

***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.

SBD3.1.2 (Year 2)

PRICING SCHEDULE – FIRM PRICES

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
Closing Time	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)

- Required by: DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION
 - At: DIRCO/ DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

COMPANY NAME:

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

MISSION	COUNTRY NAME	Average number of shipments per year	Outbound Door to Door Average Weight per Shipment (KG)	Rate per kilogram	Minimum Charge	Total Cost for Outbound Door to Door Average Weight per Shipment (ZAR)	Average number of shipments per year	Inbound Door to Door Average Weight per Shipment	Rate per kilogram	Minimum Charge	Total Cost for Inbound Door to Door Average Weight per Shipment (ZAR)
ABIDJAN	IVORY COAST	24	4 kg				12	2 kg			
ABU DHABI	UNITED ARAB EMIRATES	24	4 kg				12	2 kg			
ABUJA	NIGERIA	24	4 kg				12	2 kg			
ACCRA	GHANA	24	4 kg				12	2 kg			
ADDIS ABABA	ETHIOPIA	24	4 kg				12	2 kg			

ALGIERS		ALGERIA	24	4 kg					12	2 kg	
AMMAN		JORDAN	24	4 kg					12	2 kg	
ANKARA		TURKEY	24	4 kg					12	2 kg	
ANTANANARIVO		MADAGASCAR	24	4 kg					12	2 kg	
ASMARA		ERITREA	24	4 kg					12	2 kg	
ASTANA		KAZAKHSTAN	24	4 kg					12	2 kg	
ATHENS		GREECE	24	4 kg					12	2 kg	
BAMAKO		MALI	24	4 kg					12	2 kg	
BANGKOK		THAILAND	24	4 kg					12	2 kg	
BEIJING		CHINA, PEOPLE'S REPUBLIC	24	4 kg					12	2 kg	
BERLIN		GERMANY	24	4 kg					12	2 kg	
MUNICH		GERMANY	24	4 kg					12	2 kg	
MUMBAI		INDIA	24	4 kg					12	2 kg	
BRAZZAVILLE		CONGO	24	4 kg					12	2 kg	
SAO PAULO		BRAZIL	24	4 kg					12	2 kg	
BRASILIA		BRAZIL	24	4 kg					12	2 kg	
BRUSSELS		BELGIUM	24	4 kg					12	2 kg	
BUDAPEST		HUNGARY	24	4 kg					12	2 kg	
BUENOS AIRES		ARGENTINA	24	4 kg					12	2 kg	
BUJUMBURA		BURUNDI	24	4 kg					12	2 kg	
CAIRO		EGYPT	24	4 kg					12	2 kg	
CANBERRA		AUSTRALIA	24	4 kg					12	2 kg	
CARACAS		VENEZUELA	24	4 kg					12	2 kg	
Central African Republic		BANGUI	24	4 kg					12	2 kg	

SAO TOME	SAO TOME AND PRINCIPE	24	4 kg					12	2 kg	
COLOMBO	SRI LANKA	24	4 kg					12	2 kg	
COPENHAGEN	DENMARK	24	4 kg					12	2 kg	
COTONOU	BENIN	24	4 kg					12	2 kg	
DAKAR	SENEGAL	24	4 kg					12	2 kg	
DAMASCUS	SYRIA	24	4 kg					12	2 kg	
DAR ES SALAAMI	TANZANIA	24	4 kg					12	2 kg	
DOHA	QATAR	24	4 kg					12	2 kg	
DUBAI	UNITED ARAB EMIRATES	24	4 kg					12	2 kg	
DUBLIN	IRELAND, REPUBLIC OF	24	4 kg					12	2 kg	
GABORONE	BOTSWANA	24	4 kg					12	2 kg	
GENEVA	SWITZERLAND	24	4 kg					12	2 kg	
BERN	SWITZERLAND	24	4 kg					12	2 kg	
GUINEA BISSAU	GUINEA BISSAU	24	4 kg					12	2 kg	
GUINEA	CONAKRY	24	4 kg					12	2 kg	
HANOI	VIETNAM	24	4 kg					12	2 kg	
HARARE	ZIMBABWE	24	4 kg					12	2 kg	
HAVANA	CUBA	24	4 kg					12	2 kg	
HONG KONG	HONG KONG	24	4 kg					12	2 kg	
ISLAMABAD	PAKISTAN	24	4 kg					12	2 kg	
JAKARTA	INDONESIA	24	4 kg					12	2 kg	
JEDDAH	SAUDI ARABIA	24	4 kg					12	2 kg	
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KHARTOUM	SUDAN	24	4 kg					12	2 kg	
KIGALI	RWANDA	24	4 kg					12	2 kg	
KINGSTON	JAMAICA	24	4 kg					12	2 kg	
KINSHASA	CONGO, DEMOCRATIC REPUBLIC	24	4 kg					12	2 kg	
KUALA LUMPUR	MALAYSIA	24	4 kg					12	2 kg	
KUWAIT CITY	KUWAIT	24	4 kg					12	2 kg	
KIEV	UKRAINE	24	4 kg					12	2 kg	
LAGOS	NIGERIA	24	4 kg					12	2 kg	
LIBREVILLE	GABON	24	4 kg					12	2 kg	
LIBERIA	MONROVIA	24	4 kg					12	2 kg	
LILONGWE	MALAWI	24	4 kg					12	2 kg	
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LONDON	UNITED KINGDOM	24	4 kg					12	2 kg	
LOS ANGELES	UNITED STATES OF AMERICA	24	4 kg					12	2 kg	
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LUBUMBASHI	CONGO, DEMOCRATIC REPUBLIC	24	4 kg					12	2 kg	
LUSAKA	ZAMBIA	24	4 kg					12	2 kg	
MADRID	SPAIN	24	4 kg					12	2 kg	
MALABO	EQUATORIAL GUINEA	24	4 kg					12	2 kg	
MANILA	PHILIPPINES	24	4 kg					12	2 kg	

MAPUTO	MOZAMBIQUE	24	4 kg					12	2 kg	
PORT LOUIS	MAURITIUS	24	4 kg					12	2 kg	
MASERU	LESOTHO	24	4 kg					12	2 kg	
MBABANE	SWAZILAND	24	4 kg					12	2 kg	
MEXICO CITY	MEXICO	24	4 kg					12	2 kg	
MORONI	COMOROS	24	4 kg					12	2 kg	
MOSCOW	RUSSIAN, FEDERATION	24	4 kg					12	2 kg	
MUNICH	GERMANY	24	4 kg					12	2 kg	
NAIROBI	KENYA	24	4 kg					12	2 kg	
N'DJAMENA	CHAD	24	4 kg					12	2 kg	
NEW DELHI	INDIA	24	4 kg					12	2 kg	
NEW YORK CG	UNITED STATES OF AMERICA	24	4 kg					12	2 kg	
NIAMEY	NIGER	24	4 kg					12	2 kg	
NOUAKCHOTT	MAURITANIA	24	4 kg					12	2 kg	
OSLO	NORWAY	24	4 kg					12	2 kg	
OTTAWA	CANADA	24	4 kg					12	2 kg	
OUAGADOUGOU	BURKINA FASO	24	4 kg					12	2 kg	
PARIS	FRANCE	24	4 kg					12	2 kg	
PRAGUE	CZECH REPUBLIC, THE	24	4 kg					12	2 kg	
RABAT	MOROCCO	24	4 kg					12	2 kg	
RIYADH	SAUDI ARABIA	24	4 kg					12	2 kg	
ROME	ITALY	24	4 kg					12	2 kg	
SANTIAGO	CHILE	24	4 kg					12	2 kg	

SAO PAULO	BRAZIL	24	4 kg					12	2 kg	
SEOUL	KOREA REPUBLIC OF	24	4 kg					12	2 kg	
SHANGHAI	CHINA, PEOPLE'S REPUBLIC	24	4 kg					12	2 kg	
SINGAPORE	SINGAPORE	24	4 kg					12	2 kg	
SOFIA	BULGARIA	24	4 kg					12	2 kg	
SOUTH SUDAN	JUBA	24	4 kg					12	2 kg	
SUDAN	Khartoum	24	4 kg					12	2 kg	
STOCKHOLM	SWEDEN	24	4 kg					12	2 kg	
TAIPEI	TAIWAN	24	4 kg					12	2 kg	
TEHRAN	IRAN	24	4 kg					12	2 kg	
TEL AVIV	ISRAEL	24	4 kg					12	2 kg	
THE HAGUE	NETHERLAND S	24	4 kg					12	2 kg	
TOKYO	JAPAN	24	4 kg					12	2 kg	
TORONTO	CANADA	24	4 kg					12	2 kg	
TRIPOLI	LIBYA	24	4 kg					12	2 kg	
TUNIS	TUNISIA	24	4 kg					12	2 kg	
VIENNA	AUSTRIA	24	4 kg					12	2 kg	
WARSAW	POLAND	24	4 kg					12	2 kg	
WASHINGTON	UNITED STATES OF AMERICA	24	4 kg					12	2 kg	
WELLINGTON	NEW ZEALAND	24	4 kg					12	2 kg	
WINDHOEK	NAMIBIA	24	4 kg					12	2 kg	
YAOUNDE	CAMEROON	24	4 kg					12	2 kg	

		Total costs for Outbound door-to-door average weight per shipment (ZAR)	Total cost for Inbound door to door average weight per shipment (ZAR)
--	--	---	---

SUB TOTAL: A

B: DOMESTIC

OFFICES	Average number of shipments per year	Outbound Door to Door Average Weight per Shipment (KG)	Rate per kilogram	Minimum Charge	Total Cost for Outbound Door to Door Average Weight per Shipment (ZAR)	Average Number of shipments per year	Inbound Door to Door average per weight	Rate per kilogram	Minimum Charge	Total Cost for Inbound Door to Door Average Weight per Shipment (ZAR)
CAPE TOWN PARLIAMENTARY OFFICE	24	3 kg				24	3 kg			
DURBAN KING SHAKA AIRPORT	12	3 kg				12	3 kg			
CAPE TOWN INTERNATIONAL AIRPORT	12	3 kg				12	3 kg			
OR TAMBO INTERNATIONAL AIRPORT AND PROTOCOL LOUNGE	12	3 kg				12	3 kg			
	Total Cost for Outbound Door to Door Average Weight per Shipment (ZAR)					Total cost for inbound door to door average Weight per Shipments (ZAR)				

SUB TOTAL B	
--------------------	--

A: SUBTOTAL PRICE	
B: SUBTOTAL PRICE	
C: GRAND TOTAL (A&B)	

We undertake to hold this offer open for acceptance for a period of 120 days from the date of submission of offers. We further undertake that upon final acceptance of our offer we will commence with the provision of service when required to do so by DIRCO

We understand that DIRCO are not bound to accept the lowest or any offer and that we must bear all costs we have incurred in connection with preparing and submitting of this bid.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

Note: These figures are projections based on the current trends and they may change during the tenure of the contract. These figures are meant for illustration purposes to assist the Bidder(s) to prepare their proposal.

Signature:	Date:
-------------------	--------------

Print name of signatory
--------------------------------	-------

Designation
--------------------	-------

FOR AND ON BEHALF OF (COMPANY NAME)
--

Tel NO:

Fax no:.....

Cell no:.....

Email:.....

***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.

SBD3.1.3 (Year 3)

PRICING SCHEDULE – FIRM PRICES

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.....
Closing Time.....	Closing date.....

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

ALGIERS	ALGERIA	24	4 kg					12	2 kg		
AMMAN	JORDAN	24	4 kg					12	2 kg		
ANKARA	TURKEY	24	4 kg					12	2 kg		
ANTANANARIVO	MADAGASCAR	24	4 kg					12	2 kg		
ASMARA	ERITREA	24	4 kg					12	2 kg		
ASTANA	KAZAKHSTAN	24	4 kg					12	2 kg		
ATHENS	GREECE	24	4 kg					12	2 kg		
BAMAKO	MALI	24	4 kg					12	2 kg		
BANGKOK	THAILAND	24	4 kg					12	2 kg		
BEIJING	CHINA, PEOPLE'S REPUBLIC	24	4 kg					12	2 kg		
BERLIN	GERMANY	24	4 kg					12	2 kg		
MUNICH	GERMANY	24	4 kg					12	2 kg		
MUMBAI	INDIA	24	4 kg					12	2 kg		
BRAZZAVILLE	CONGO	24	4 kg					12	2 kg		
SAO PAULO	BRAZIL	24	4 kg					12	2 kg		
BRASILIA	BRAZIL	24	4 kg					12	2 kg		
BRUSSELS	BELGIUM	24	4 kg					12	2 kg		
BUDAPEST	HUNGARY	24	4 kg					12	2 kg		
BUENOS AIRES	ARGENTINA	24	4 kg					12	2 kg		
BUJUMBURA	BURUNDI	24	4 kg					12	2 kg		
CAIRO	EGYPT	24	4 kg					12	2 kg		
CANBERRA	AUSTRALIA	24	4 kg					12	2 kg		
CARACAS	VENEZUELA	24	4 kg					12	2 kg		
Central African Republic	BANGUI	24	4 kg					12	2 kg		

SAO TOME	SAO TOME AND PRINCIPE	24	4 kg						12	2 kg		
COLOMBO	SRI LANKA	24	4 kg						12	2 kg		
COPENHAGEN	DENMARK	24	4 kg						12	2 kg		
COTONOU	BENIN	24	4 kg						12	2 kg		
DAKAR	SENEGAL	24	4 kg						12	2 kg		
DAMASCUS	SYRIA	24	4 kg						12	2 kg		
DARES SALAAM	TANZANIA	24	4 kg						12	2 kg		
DOHA	QATAR	24	4 kg						12	2 kg		
DUBAI	UNITED ARAB EMIRATES	24	4 kg						12	2 kg		
DUBLIN	IRELAND, REPUBLIC OF	24	4 kg						12	2 kg		
GABORONE	BOTSWANA	24	4 kg						12	2 kg		
GENEVA	SWITZERLAND	24	4 kg						12	2 kg		
BERN	SWITZERLAND	24	4 kg						12	2 kg		
GUINEA BISSAU	GUINEA BISSAU	24	4 kg						12	2 kg		
GUINEA	CONAKRY	24	4 kg						12	2 kg		
HANOI	VIETNAM	24	4 kg						12	2 kg		
HARARE	ZIMBABWE	24	4 kg						12	2 kg		
HAVANA	CUBA	24	4 kg						12	2 kg		
HONG KONG	HONG KONG	24	4 kg						12	2 kg		
ISLAMABAD	PAKISTAN	24	4 kg						12	2 kg		
JAKARTA	INDONESIA	24	4 kg						12	2 kg		
JEDDAH	SAUDI ARABIA	24	4 kg						12	2 kg		
KAMPALA	UGANDA	24	4 kg						12	2 kg		

KHARTOUM	SUDAN	24	4 kg						12	2 kg		
KIGALI	RWANDA	24	4 kg						12	2 kg		
KINGSTON	JAMAICA	24	4 kg						12	2 kg		
KINSHASA	CONGO, DEMOCRATIC REPUBLIC	24	4 kg						12	2 kg		
KUALA LUMPUR	MALAYSIA	24	4 kg						12	2 kg		
KUWAIT CITY	KUWAIT	24	4 kg						12	2 kg		
KIEV	UKRAINE	24	4 kg						12	2 kg		
LAGOS	NIGERIA	24	4 kg						12	2 kg		
LIBREVILLE	GABON	24	4 kg						12	2 kg		
LIBERIA	MONROVIA	24	4 kg						12	2 kg		
LILONGWE	MALAWI	24	4 kg						12	2 kg		
LISBON	PORTUGAL	24	4 kg						12	2 kg		
LONDON	UNITED KINGDOM	24	4 kg						12	2 kg		
LOS ANGELES	UNITED STATES OF AMERICA	24	4 kg						12	2 kg		
LUANDA	ANGOLA	24	4 kg						12	2 kg		
LUBUMBASHI	CONGO, DEMOCRATIC REPUBLIC	24	4 kg						12	2 kg		
LUSAKA	ZAMBIA	24	4 kg						12	2 kg		
MADRID	SPAIN	24	4 kg						12	2 kg		
MALABO	EQUATORIAL GUINEA	24	4 kg						12	2 kg		
MANILA	PHILIPPINES	24	4 kg						12	2 kg		

MAPUTO	MOZAMBIQUE	24	4 kg					12	2 kg	
PORT LOUIS	MAURITIUS	24	4 kg					12	2 kg	
MASERU	LESOTHO	24	4 kg					12	2 kg	
MBABANE	SWAZILAND	24	4 kg					12	2 kg	
MEXICO CITY	MEXICO	24	4 kg					12	2 kg	
MORONI	COMOROS	24	4 kg					12	2 kg	
MOSCOW	RUSSIAN, FEDERATION	24	4 kg					12	2 kg	
MUNICH	GERMANY	24	4 kg					12	2 kg	
NAIROBI	KENYA	24	4 kg					12	2 kg	
N'DJAMENA	CHAD	24	4 kg					12	2 kg	
NEW DELHI	INDIA	24	4 kg					12	2 kg	
NEW YORK CG	UNITED STATES OF AMERICA	24	4 kg					12	2 kg	
NIAMEY	NIGER	24	4 kg					12	2 kg	
NOUAKCHOTT	MAURITANIA	24	4 kg					12	2 kg	
OSLO	NORWAY	24	4 kg					12	2 kg	
OTTAWA	CANADA	24	4 kg					12	2 kg	
OUAGADOUGOU	BURKINA FASO	24	4 kg					12	2 kg	
PARIS	FRANCE	24	4 kg					12	2 kg	
PRAGUE	CZECH REPUBLIC, THE	24	4 kg					12	2 kg	
RABAT	MOROCCO	24	4 kg					12	2 kg	
RIYADH	SAUDI ARABIA	24	4 kg					12	2 kg	
ROME	ITALY	24	4 kg					12	2 kg	
SANTIAGO	CHILE	24	4 kg					12	2 kg	

SAO PAULO	BRAZIL	24	4 kg					12	2 kg	
SEOUL	KOREA REPUBLIC OF	24	4 kg					12	2 kg	
SHANGHAI	CHINA, PEOPLE'S REPUBLIC	24	4 kg					12	2 kg	
SINGAPORE	SINGAPORE	24	4 kg					12	2 kg	
SOFIA	BULGARIA	24	4 kg					12	2 kg	
SOUTH SUDAN	JUBA	24	4 kg					12	2 kg	
SUDAN	Khartoum	24	4 kg					12	2 kg	
STOCKHOLM	SWEDEN	24	4 kg					12	2 kg	
TAIPEI	TAIWAN	24	4 kg					12	2 kg	
TEHRAN	IRAN	24	4 kg					12	2 kg	
TEL AVIV	ISRAEL	24	4 kg					12	2 kg	
THE HAGUE	NETHERLAND S	24	4 kg					12	2 kg	
TOKYO	JAPAN	24	4 kg					12	2 kg	
TORONTO	CANADA	24	4 kg					12	2 kg	
TRIPOLI	LIBYA	24	4 kg					12	2 kg	
TUNIS	TUNISIA	24	4 kg					12	2 kg	
VIENNA	AUSTRIA	24	4 kg					12	2 kg	
WARSAW	POLAND	24	4 kg					12	2 kg	
WASHINGTON	UNITED STATES OF AMERICA	24	4 kg					12	2 kg	
WELLINGTON	NEW ZEALAND	24	4 kg					12	2 kg	
WINDHOEK	NAMIBIA	24	4 kg					12	2 kg	
YAOUNDE	CAMEROON	24	4 kg					12	2 kg	

		Total costs for Outbound door-to-door average weight per shipment (ZAR)	Total cost for Inbound door to door average weight per shipment (ZAR)
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SUB TOTAL: A	
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B: DOMESTIC

OFFICES	Average number of shipments per year	Outbound Door to Door Average Weight per Shipment (KG)	Rate per kilogram	Minimum Charge	Total Cost for Outbound Door to Door Average Weight per Shipment (ZAR)	Average Number of shipments per year	Inbound Door to Door average per weight	Rate per kilogram	Minimum Charge	Total Cost for Inbound Door to Door Average Weight per Shipment (ZAR)
CAPE TOWN PARLIAMENTARY OFFICE	24	3 kg				24	3 kg			
DURBAN KING SHAKA AIRPORT	12	3 kg				12	3 kg			
CAPE TOWN INTERNATIONAL AIRPORT	12	3 kg				12	3 kg			
OR TAMBO INTERNATIONAL AIRPORT AND PROTOCOL LOUNGE	12	3 kg				12	3 kg			
	Total Cost for Outbound Door to Door Average Weight per Shipment (ZAR)					Total cost for inbound door to door average Weight per Shipments (ZAR)				

SUB TOTAL B	
--------------------	--

A: SUBTOTAL PRICE	
B: SUBTOTAL PRICE	
C: GRAND TOTAL (A&B)	

We undertake to hold this offer open for acceptance for a period of 120 days from the date of submission of offers. We further undertake that upon final acceptance of our offer we will commence with the provision of service when required to do so by DIRCO

We understand that DIRCO are not bound to accept the lowest or any offer and that we must bear all costs we have incurred in connection with preparing and submitting of this bid.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

Note: These figures are projections based on the current trends and they may change during the tenure of the contract. These figures are meant for illustration purposes to assist the Bidder(s) to prepare their proposal.

Signature:	Date:
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Print name of signatory
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Designation
--------------------	-------

FOR AND ON BEHALF OF (COMPANY NAME)

Tel NO:.....	
---------------------	--

Fax no:.....

Cell no:.....

Email:.....

***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.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the 90/10 preference point system.
 - b) The applicable preference point system for this tender is the 80/20 preference point system.
 - c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1 (80/20): Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points (5)	
81-100	5	
61-80	4	
41-60	3	
21-40	2	
1-20	1	
0%	0	
Percentage (%) Ownership by Women	Points (8)	
91-100	8	
81-90	7	
71-80	6	
61-70	5	
51-60	4	
41-50	3	
21-40	2	
1-20	1	
0	0	
Percentage (%) Ownership by Youth	Points (6)	
81-100	6	
71-80	5	
61-70	4	
41-60	3	
31-40	2	
1-30	1	
0	0	

Percentage (%) Ownership by Disability	Points (1)
1-100	1
0%	0

Table 2 (90/10): Specific goals for the tender and points claimed are indicated per the table below.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs		
51-100	2	
1-50	1	
0%	0	
Percentage (%) Ownership by Women		
81-100	4	
61-80	3	
21-60	2	
1-20	1	
0	0	
Percentage (%) Ownership by Youth		
71-100	3	
41-70	2	
1-40	1	
0	0	
Percentage (%) Ownership by Disability		
1-100	1	
0	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
 2. Application
 3. General
 4. Standards
 5. Use of contract documents and information; inspection
 6. Patent rights
 7. Performance security
 8. Inspections, tests and analysis
 9. Packing
 10. Delivery and documents
 11. Insurance
 12. Transportation
 13. Incidental services
 14. Spare parts
 15. Warranty
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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.
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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.