



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 01/2019/20**
Enquiries : Ms I Kubayi; Mr S Molekoa; Ms E Mazibuko
Telephone : 012 351 1928/ 0362/ 8536
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 01/2019/20**
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 Relation and Cooperation (DIRCO) parliamentary office and the protocol offices In Cape Town, Durban and Johannesburg for a period of two (2) years.**
4. **Closing date: 08 MAY 2019 11 O'clock**
5. **A compulsory briefing session will be held on: 18th of April 2019 10 O'clock at, OR Tambo Building, 460 Soutpansberg Road, Rietondale, Pretoria**
6. The attached documents consist of this cover page and the following pages.
Terms of Reference, SBD1, SBD3.1.1 (Year 1) SBD3.1.2 (Year 2) SBD4, SBD6.1, SBD8, SBD9, and General Conditions of Contract.
7. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
8. Please make sure that your bid reaches this office before the closing date.
9. When submitting your bid, the following information **must** appear on the sealed envelope:
 - Name and address of bidder
 - DIRCO Number
 - Closing date

The envelope must be placed in the bid box at DIRCO 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:

12/04/2019

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

DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

DIRCO 01-2019/20: INVITATION TO BID FOR THE COLLECTION, DISPATCH, CONDUCTING CUSTOMS CLEARANCE AND DELIVERING OF DIPLOMATIC FREIGHT "AF" BAGS TO AND FROM DIRCO HEAD OFFICE AND SOUTH AFRICAN MISSIONS ABROAD INCLUDING DEPARTMENT OF INTERNATIONAL RELATION AND COOPERATION (DIRCO) PARLIAMENTARY OFFICE AND THE PROTOCOL OFFICES IN CAPE TOWN, DURBAN AND JOHANNESBURG FOR A PERIOD OF TWO (2) 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 two years.

2. BACKGROUND

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

Diplomatic Freight Bag is used for the distribution of all 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 collect all incoming Diplomatic Freight "AF" bags from Missions at the O.R. Tambo International Airport and deliver them to the DIRCO Head Office at the OR Tambo Building, 460 Soutpansberg Road, Rietondale, Pretoria 0084 as well as the Department's Parliamentary Office and the Protocol Office's in Cape Town, Johannesburg and Durban;
 - 3.1.7 Collect, dispatch, conduct customs clearance, and deliver all Diplomatic Freight "AF" bags from Missions (as per Annexure A) to the DIRCO offices in Pretoria as per paragraph 3.1.6 above;

- 3.1.8 Provide an in-house service to DIRCO by placing an official at the DIRCO premises to monitor bags and provide real time online information of Diplomatic Freight "AF" bags in transit provided that the appointed in-house person/s is/are subject to obtaining a security clearance from the DIRCO;
- 3.1.9 Provide computer equipment and stationery for the "in-house" person to perform his/her duties;
- 3.1.10 Provide a reliable and 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 clearly and substantially demonstrate to have a well-established international courier network with the minimum dependence on third party couriers, with the ability to provide uninterrupted service to all destinations as per Annexure A attached;
- 3.1.12 Provide the DIRCO with full access to its International track and trace network facilities through the in-house resources for the duration of the contract;
- 3.1.13 Provide a comprehensive monthly report on all shipments dispatched and delivered both for Missions and the DIRCO Head Office, including the Department's Parliamentary Office and the Protocol Office's in Cape Town, Johannesburg and Durban;
- 3.1.14 Demonstrate to have proven safe and secure handling practices;
- 3.1.15 To submit a complete list of tariffs for each destination that will indicate the minimum tariff and a rate per kilogram (as reflected in the pricing schedule) and NOT a volumetric rate.
- 3.2 The specific conditions relating to paragraph 3.1 above are as follows:
 - 3.2.1 SECURITY
 - 3.2.1.1 Incoming diplomatic freight bags as per Annexure "A" must be cleared and collected daily within twenty four (24) hours of its arrival at the airport of final destination, which includes bags abroad and domestically;
 - 3.2.1.2 Outgoing diplomatic freight bags, both from DIRCO head office and missions, must be collected as per schedule before 14:00; cleared and delivered at the airport for dispatch within twenty four (24) hours from date and time of request for the collection thereof;
 - 3.2.1.3 In and outgoing bags must be transported in a closed vehicle fitted with a tracking device and may not be left unattended at any stage during transit;
 - 3.2.1.4 Damage of, losses to or tampering with bags must be reported in writing within 24 hours to a designated DIRCO official or his/her deputy. The report must contain details relating to the incident (e.g. date, routing, current status and steps to be taken to prevent future incidents);
 - 3.2.1.5 The successful bidder/s must be able to trace lost bags and update the DIRCO on a twenty four (24) hour basis;

3.2.1.6 DIRCO must be informed within twelve (12) hours of any delayed/detained bags and the reasons thereof;

3.2.1.7 Designated secure handling facilities for bags at points of dispatch and receipt with twenty four (24) hour surveillance capacity must be provided.

3.2.2 TARIFFS

3.2.2.1 Tariffs must be inclusive of customs clearance fees, fuel surcharges, and master airway bill fees;

3.2.2.2 Tariffs will be determined according to SBD3.1 (Year 1) and SBD 3.1 (Year 2) and 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.

3.3.2 Reports referred to in paragraph 3.3.1 above must be provided by the successful bidder/s on or before the 15th day of each month, with the exception of the report referred to in paragraph 3.3.1.4 above, in relation to the courier services performed during the preceding month.

4. EVALUATION CRITERIA TO BE USED

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

4.1 Phase 1: Administrative Compliance

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, SBD 6.1, SBD 8, SBD 9</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 3 days 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 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 and will be given 7 working days 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.L

It is expected that the bidder/s will provide a detailed Proposal 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)	YES	
In case of Joint Venture arrangement, a signed Joint Venture agreement must be attached.	YES	
Attendance of a compulsory briefing session.	YES	
Registration on Central Supplier Database (CSD)	YES	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. Submit proof of registration.
IATA – Proof must be provided of the International Air Transport Association registration and approval [copy of registration].	YES	
TAPA – Transported Asset Protection Association [copy of certificate]	YES	
SACAA - South African Civil Aviation Authority[copy of registration]	YES	
ISO – International Standards Organization [copy of certificate]	YES	
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)	YES	

NB: Any Bidder that fails to comply with the requirements will be regarded as submitting a non-responsive bid and will be disqualified

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

Functionality	Maximum Points Achievable	Minimum Threshold
Paper evaluation	70	50 All service providers who scored less than 50 points on paper evaluation will not be considered for site inspection.
Site inspection	30	20 All service providers who scored less than 20 points on site inspection will not be considered for price and BEE.
OVERALL COMBINED POINTS	100	70

4.1 Phase 2: Functionality

A bidder/s that scores less than 70 points in respect of "functionality" will be regarded as submitting a non-responsive bid and will be disqualified.

4.2.1 Paper Evaluation

All service providers who scored less than 50 points on paper evaluation will not be considered for site inspection.

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
1. Capacity to deliver	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. 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	15

2.	<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>	15
3. Experience	<p>Relevant five years' experience, expertise and qualifications of key staff to successfully service this contract. CV's and qualifications must be attached</p> <p><u>Matrix</u> 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</p>	20
3. References	<p>In the proposals, the bidder/s must indicate the company's track record in the field of collecting, dispatching, conducting customs clearance and delivering of Diplomatic Bags internationally and contactable references together with their contact details of a minimum of 3 references</p> <p><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</p>	20

4.2.2 Phase 3: Site Inspection

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

<p>4. 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>30</p>
	<p>TOTAL</p>	<p>100</p>

4.2.3 Phase 4: Price and BBBEE

Price Points and Preference Points

The applicable formula (80/20) will be used during the final calculation to evaluate the bid. For the remaining points, certain goals have been targeted and the points allocated for these goals are indicated in the enclosed forms SBD6.1 that must be completed in detail.

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed and signed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate or a sworn affidavit

5 Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **Department of International Relations and Cooperation** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

6 Sub-contracting

Bidders/ tenderers who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

7(1) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."

7(2) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

7 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.

10. SERVICE LEVEL AGREEMENT

7.2 Upon award Department of International Relations and Cooperation and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Department of International Relations and Cooperation, more or less in the format of the draft Service Level Indicators included in this tender pack.

7.3 Department of International Relations and Cooperation reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

7.4 Bidder(s) are requested to:

- I. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- II. Explain each comment and/or amendment; and
- III. Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.

7.5 Department of International Relations and Cooperation reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Department of International Relations and Cooperation or pose a risk to the organisation.

11. 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

**12. DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION
REQUIRES BIDDER(S) TO DECLARE**

In the Bidder's Technical response, bidder(s) are required to declare the following:

- a. Confirm that the bidder(s) is to:
- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the Department of International Relations and Cooperation
 - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - c. Act with circumspection and treat the Department of International Relations and Cooperation fairly in a situation of conflicting interests;
 - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of International Relations and Cooperation;
 - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
 - g. To conduct their business activities with transparency and consistently uphold the interests and needs of Department of International Relations and Cooperation as a client before any other consideration; and
 - h. To ensure that any information acquired by the bidder(s) from Department of International Relations and Cooperation will not be used or disclosed unless the written consent of the client has been obtained to do so.

13. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- a. Department of International Relations and Cooperation reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Department of International Relations and Cooperation or any other government organ

or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Department of International Relations and Cooperation's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

14. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- a. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Department of International Relations and Cooperation

relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

- b. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Department of International Relations and Cooperation against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of International Relations and Cooperation and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

15. PREPARATION COSTS

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

16. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of International Relations and Cooperation incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Department of International Relations and Cooperation harmless from any and all such costs which Department of International Relations and Cooperation may incur and for any damages or losses Department of International Relations and Cooperation may suffer.

17. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

18. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. Department of International Relations and Cooperation shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

19. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. Department of International Relations and Cooperation reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to Department Of International Relations And Cooperation, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Department of International Relations and Cooperation further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

20. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

21. GOVERNING LAW

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

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

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the Department of International Relations and Cooperation allows a bidder to make use of sub-

contractors, such sub-contractors will at all times remain the responsibility of the bidder and the Department of International Relations and Cooperation will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

23. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Department of International Relations and Cooperation's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied Department of International Relations and Cooperation remain proprietary to Department of International Relations and Cooperation and must be promptly returned to Department of International Relations and Cooperation upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

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

24. DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Department of International Relations and Cooperation proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

25. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid **DIRCO: 01/2019/20** 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.

26. CONTACT PERSONS AND SUBMISSIONS

All enquiries can be directed to Supply Chain Management as per fax,
012 329 1267

Enquiries pertaining to the completion of tender documents can be directed to the Bid Office, tel:
012 351 1928/ 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 08 May 2019.

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)					
BID NUMBER:	DIRCO 01-2019/20	CLOSING DATE:	08/05/2019	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 Relation And Cooperation (DIRCO) parliamentary office and the protocol offices in Cape Town, Durban and Johannesburg for a period of two (2) years.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION					
460 SOUTPANSBERG ROAD RIETONDALE					
PRETORIA					
0084					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [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 PART B:3 BELOW]		
SIGNATURE OF BIDDER	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON			
CONTACT PERSON		TELEPHONE NUMBER			
TELEPHONE NUMBER		FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS			
E-MAIL ADDRESS					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
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 ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SBD 3.1.1 (Year 1)

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

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

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

Name of bidder.....	Bid number DIRCO 01-2019/20
Closing Time 11:00am	Closing date: 08 May 2019

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: _____

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

MISSION	COUNTRY NAME	Exports				Imports					
		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	9.3				12	11.6			
ABU DHABI	UNITED ARAB EMIRATES	24	10.1				12	11.0			

ABUJA	NIGERIA	24	10.5					12	12.3		
ACCRA	GHANA	24	8.8					12	12.1		
ADDIS ABABA	ETHIOPIA	24	10.9					12	13.5		
ALGIERS	ALGERIA	24	4.1					12	11		
ALMATY	KAZAKHSTAN	24	9.3					12	10.7		
AMMAN	JORDAN	24	4.6					12	8.4		
ANKARA	TURKEY	24	6.3					12	10.7		
ANTANANARIV O	MADAGASCAR	24	7.2					12	5.5		
ASMARA	ERITREA	24	7.2					12	5.7		
ATHENS	GREECE	24	12.0					12	5.8		

BAKAMO	MALI	24	12.3					12	5.4		
BANGKOK	THAILAND	24	14.2					12	10.0		
BANGUI	CENTRAL AFRICAN REPUBLIC	12	4.0					12	5.2		
BEIJING	CHINA, PEOPLE'S REPUBLIC	24	13.1					12	12.3		
BERLIN	GERMANY	24	13.1					12	12.3		
BERNE	GERMANY	24	10.1					12	11.9		
MUMBAI	INDIA	24	8.3					12	12.5		
BRASSAVILLE	CONGO	24	8.2					12	8.7		
BRASILIA	BRAZIL	24	5.6					12	7.1		

BRUSSELS	BELGIUM	24	7.1					12	10.9		
BUCHAREST	ROMANIA	24	4.7					12	12.1		
BUDAPEST	HUNGARY	24	4.6					12	5.8		
BUENOS AIRES	ARGENTINA	24	7.2					12	17		
BUJUMBURA	BURUNDI	24	5.8					12	8.5		
CAIRO	EGYPT	24	9.2					12	9.0		
CANBERRA	AUSTRALIA	48	11.0					12	17.0		
CARACAS	VENEZUELA	24	6.3					12	8		

SAO TOME	SAO TOME AND PRINCIPE	24	3.3					12	7.9		
CHICAGO	UNITED STATES OF AMERICA	24	5.3					12	12.8		
COLOMBO	STRILANKA	24	6.5					12	4.7		
COPENHAGEN	DENMARK	24	4.1					12	9.8		
COTONOU	BENIN	24	3.5					12	9.9		
DAKAR	SENEGAL	24	3.8					12	8.0		
DAMASCUS	SYRIA	24	3.7					12	9.7		
DAR ES SALAAM	TANZANIA	24	5.6					12	10.2		

DOHA	QATAR	24	7.6					12	8.5		
DUBAI	UNITED ARAB EMIRATES	24	6.2					12	7.2		
DUBLIN	IRELAND, REPUBLIC OF	24	10.2					12	11.9		
GABORONE	BOTSWANA	24	9.5					12	8.4		
GENEVA	SWITZERLAND	24	5.3					12	15.1		
GUINEA BISSAU	GUINEA BISSAU	24	4.1					12	7.8		
HANOI	VIETNAM	24	5.6					12	4.6		

HARARE	ZIMBABWE	48	8.3					12	11.6			
HAVANA	CUBA	24	4.1					12	9.4			
HELINSKI	FINLAND	24	3.0					12	10.1			
HONG KONG	HONG KONG	24	8.0					12	15.1			
ISLAMABAD	PAKISTAN	24	9.6					12	8			
JAKARTA	INDONESIA	24	5.1					12	13			

JEDDAH	SAUDI ARABIA	24	5.1					12	8.4			
KAMPALA	UGANDA	24	3.9					12	14.6			
KHARTOUM	SUDAN	24	7.4					12	14.8			
KIGALI	RUWANDA	24	5.3					12	12.4			
KINGSTON	JAMAICA	24	4.2					12	7.3			
KINSHASA	CONGO, DEMOCRATIC REPUBLIC	24	4.0					12	15.3			
KUALA LUMPUR	REPUBLIC OF MALAYSIA	24	4.5					12	8.1			

KUWAIT CITY	KUWAIT	24	15.8					12	15.1			
KIEV	UKRAINE	24	8.2					12	11.1			
LAGOS	NIGERIA	24	8.6					12	11.8			
LIBREVILLE	GABON	24	5.4					12	7.2			
LILONGWE	MALAWI	24	6.0					12	8.3			
LIMA	PERU	24	10					12	9.9			
LISBON	PORTUGAL	24	6.8					12	3.9			

LONDON	UNITED KINGDOM	48	15.8					12	16.2		
LOS ANGELES	UNITED STATES OF AMERICA	48	10.5					12	14.5		
LUANDA	ANGOLA	24	4.7					12	13.3		
LUBUMBASHI	CONGO, DEMOCRATIC REPUBLIC	24	3.5					12	9.4		
LUSAKA	ZAMBIA	24	9.1					12	12.5		
MADRID	SPAIN	24	8.3					12	5.5		
MALABO	EQUATORIAL GUINEA	24	7.2					12	9.4		

MANILA	PHILIPPINES	24	8.6						12	9.5		
MAPUTO	MOZAMBIQUE	24	11.5						12	11.4		
PORT LOUIS	MAURITIUS	24	7.0						12	4.3		
MASERU	LESOTHO	24	6.6						12	6.6		
MBABANE	SWAZILAND	24	7.5						12	14.7		
MEXICO CITY	MEXICO	24	5.7						12	5.1		
MILAN	ITALY	24	8.5						12	7.4		

MORONI	COMOROS	12	6.3					12	5.0		
MOSCOW	RUSSIAN, FEDERATION	24	8.4					12	8.7		
MUNICH	GERMANY	24	8.7					12	6.9		
MUSCAT	OMAN	12	5.2					12	7.4		
NAIROBI	KENYA	24	7.3					12	9.3		
N'DJAMENA	CHAD	12	6.0					12	5.1		
NEW DEHLI	INDIA	30	6.2					12	6.8		

NEW YORK	UNITED STATES OF AMERICA	48	8.8					12	12.3			
NIAMEY	NIGER	12	4.9					12	6.3			
NOUAKCHOTT	MAURITANI A	12	4.0					12	6.6			
OSLO	NORWAY	18	18.5					12	5.2			
OTTAWA	CANADA	24	6.6					12	7.3			
OUAGADOUGO U	BURKINA FASO	12	6.0					12	7.1			

PARIS	FRANCE	24	14.3					12	15.7			
PRAGUE	CZECH REPUBLIC	12	17.3					12	11.4			
RABAT	MOROCCO	12	9.7					12	8.6			
RAMALLAH	PALESTINE	10	8.5					12	16.5			
RIYADH	SAUDI ARABIA	24	6.4					12	5.1			
ROME	ITALY	24	9.0					12	10.6			

SANTIAGO	CHILE	24	10.3					12	7.0		
SAO PAULO	BRAZIL	24	8.6					12	12.8		
SEOUL	KOREA REPUBLIC OF	24	10.9					12	10.1		
SHANGAI	CHINA, PEOPLE'S REPUBLIC	24	8.3					12	10.2		
SINGAPORE	SINGAPORE	24	6.5					12	5.3		
SOFIA	BULGARIA	24	6.2					12	8.4		

STOCKHOLM	SWEDEN	24	7.0					12	10.8			
SUVA	FIJI	10	5.3					12	8.7			
TAIPEI	TAIWAN	24	8.6					12	15.2			
TEHRAN	IRAN	24	9.5					12	10.5			
TEL AVIV	ISRAEL	24	6.1					12	7.3			
THE HAGUE	NETHERLANDS	24	5.7					12	8.6			
TOKYO	JAPAN	24	9.2					12	4.5			
TORONTO	CANADA	24	1.2					12	11.6			

TRINIDAD & TOBAGO	PORT OF SPAIN	12	4.5					12	9.5			
TUNIS	TUNISIA	12	4.6					12	8.3			
VIENNA	AUSTRIA	24	6.3					12	11.9			
WARSAW	POLAND	24	9.2					12	13			
WASHINGTON	UNITED STATES OF AMERICA	48	12.0					12	17.8			
WELLINGTON	NEW ZEALAND	48	7.6					12	8.3			

WINDHOEK	NAMIBIA	48	6.3					12	11.9		
YAOUNDE	CAMEROON	20	5.2					12	13		
Total Cost for Outbound Door to Door Average Weight per Shipment (ZAR)						Total Cost for Inbound Door to Door Average Weight per Shipment (ZAR)					

SUB TOTAL PRICE: A	
--------------------	--

A: SUB TOTAL PRICE	
B: SUB TOTAL PRICE	
C: GRAND TOTAL (A&B)	
<p>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</p>	
<p>We understand that DIRCO are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.</p>	
<p>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.</p>	
<p>Note: These figures are projections based on the current trends and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the Bidder(s) to prepare their proposal.</p>	
Signature	Date
<p>Print name of signatory:</p>	
<p>Designation:</p>	

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.

SBD 3.1.2 (Year 2)

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

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

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

Name of bidder.....	Bid number DIRCO 01-2019/20
Closing Time 11:00am	Closing date 08 May 2019

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/DOOR TO TERMINAL)

MISSION	COUNTRY NAME	Exports				Imports				Total Cost for Inbound Door to Door Average Weight per Shipment (ZAR)
		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	
ABIDJAN	IVORY COAST	24	9.3				12	11.6		
ABU DHABI	UNITED ARAB EMIRATES	24	10.1				12	11.0		

ABUJA	NIGERIA	24	10.5					12	12.3		
ACCRA	GHANA	24	8.8					12	12.1		
ADDIS ABABA	ETHIOPIA	24	10.9					12	13.5		
ALGIERS	ALGERIA	24	4.1					12	11		
ALMATY	KAZAKHSTAN	24	9.3					12	10.7		
AMMAN	JORDAN	24	4.6					12	8.4		
ANKARA	TURKEY	24	6.3					12	10.7		
ANTANANARIV O	MADAGASCAR	24	7.2					12	5.5		
ASMARA	ERITREA	24	7.2					12	5.7		
ATHENS	GREECE	24	12.0					12	5.8		

BAKAMO	MALI	24	12.3					12	5.4		
BANGKOK	THAILAND	24	14.2					12	10.0		
BANGUI	CENTRAL AFRICAN REPUBLIC	12	4.0					12	5.2		
BEIJING	CHINA, PEOPLE'S REPUBLIC	24	13.1					12	12.3		
BERLIN	GERMANY	24	13.1					12	12.3		
BERNE	GERMANY	24	10.1					12	11.9		
MUMBAI	INDIA	24	8.3					12	12.5		
BRASSAVILLE	CONGO	24	8.2					12	8.7		
BRASILIA	BRAZIL	24	5.6					12	7.1		

BRUSSELS	BELGIUM	24	7.1				12	10.9		
BUCHAREST	ROMANIA	24	4.7				12	12.1		
BUDAPEST	HUNGARY	24	4.6				12	5.8		
BUENOS AIRES	ARGENTINA	24	7.2				12	17		
BUJUMBURA	BURUNDI	24	5.8				12	8.5		
CAIRO	EGYPT	24	9.2				12	9.0		
CANBERRA	AUSTRALIA	48	11.0				12	17.0		
CARACAS	VENEZUELA	24	6.3				12	8		

SAO TOME	SAO TOME AND PRINCIPE	24	3.3					12	7.9		
CHICAGO	UNITED STATES OF AMERICA	24	5.3					12	12.8		
COLOMBO	STRI LANKA	24	6.5					12	4.7		
COPENHAGEN	DENMARK	24	4.1					12	9.8		
COTONOU	BENIN	24	3.5					12	9.9		
DAKAR	SENEGAL	24	3.8					12	8.0		
DAMASCUS	SYRIA	24	3.7					12	9.7		
DAR ES SALAAM	TANZANIA	24	5.6					12	10.2		

DOHA	QATAR	24	7.6				12	8.5		
DUBAI	UNITED ARAB EMIRATES	24	6.2				12	7.2		
DUBLIN	IRELAND, REPUBLIC OF	24	10.2				12	11.9		
GABORONE	BOTSWANA	24	9.5				12	8.4		
GENEVA	SWITZERLAND	24	5.3				12	15.1		
GUINEA BISSAU	GUINEA BISSAU	24	4.1				12	7.8		
HANOI	VIETNAM	24	5.6				12	4.6		

HARARE	ZIMBABWE	48	8.3						12	11.6			
HAVANA	CUBA	24	4.1						12	9.4			
HELINSKI	FINLAND	24	3.0						12	10.1			
HONG KONG	HONG KONG	24	8.0						12	15.1			
ISLAMABAD	PAKISTAN	24	9.6						12	8			
JAKARTA	INDONESIA	24	5.1						12	13			

JEDDAH	SAUDI ARABIA	24	5.1					12	8.4		
KAMPALA	UGANDA	24	3.9					12	14.6		
KHARTOUM	SUDAN	24	7.4					12	14.8		
KIGALI	RUWANDA	24	5.3					12	12.4		
KINGSTON	JAMAICA	24	4.2					12	7.3		
KINSHASA	CONGO, DEMOCRATIC REPUBLIC	24	4.0					12	15.3		
KUALA LUMPUR	REPUBLIC OF MALAYSIA	24	4.5					12	8.1		

KUWAIT CITY	KUWAIT	24	15.8						12	15.1			
KIEV	UKRAINE	24	8.2						12	11.1			
LAGOS	NIGERIA	24	8.6						12	11.8			
LIBREVILLE	GABON	24	5.4						12	7.2			
LILONGWE	MALAWI	24	6.0						12	8.3			
LIMA	PERU	24	10						12	9.9			
LISBON	PORTUGAL	24	6.8						12	3.9			

LONDON	UNITED KINGDOM	48	15.8						12	16.2			
LOS ANGELES	UNITED STATES OF AMERICA	48	10.5						12	14.5			
LUANDA	ANGOLA	24	4.7						12	13.3			
LUBUMBASHI	CONGO, DEMOCRATIC REPUBLIC OF ZAMBIA	24	3.5						12	9.4			
LUSAKA	ZAMBIA	24	9.1						12	12.5			
MADRID	SPAIN	24	8.3						12	5.5			
MALABO	EQUATORIAL GUINEA	24	7.2						12	9.4			

MANILA	PHILIPPINES	24	8.6						12	9.5		
MAPUTO	MOZAMBIQUE	24	11.5						12	11.4		
PORT LOUIS	MAURITIUS	24	7.0						12	4.3		
MASERU	LESOTHO	24	6.6						12	6.6		
MBABANE	SWAZILAND	24	7.5						12	14.7		
MEXICO CITY	MEXICO	24	5.7						12	5.1		
MILAN	ITALY	24	8.5						12	7.4		

MORONI	COMOROS	12	6.3					12	5.0			
MOSCOW	RUSSIAN, FEDERATION	24	8.4					12	8.7			
MUNICH	GERMANY	24	8.7					12	6.9			
MUSCAT	OMAN	12	5.2					12	7.4			
NAIROBI	KENYA	24	7.3					12	9.3			
N'DJAMENA	CHAD	12	6.0					12	5.1			
NEW DEHLI	INDIA	30	6.2					12	6.8			

NEW YORK	UNITED STATES OF AMERICA	48	8.8						12	12.3			
NIAMEY	NIGER	12	4.9						12	6.3			
NOUAKCHOTT	MAURITANIA A	12	4.0						12	6.6			
OSLO	NORWAY	18	18.5						12	5.2			
OTTAWA	CANADA	24	6.6						12	7.3			
OUAGADOUGO U	BURKINA FASO	12	6.0						12	7.1			

PARIS	FRANCE	24	14.3					12	15.7			
PRAGUE	CZECH REPUBLIC	12	17.3					12	11.4			
RABAT	MOROCCO	12	9.7					12	8.6			
RAMALLAH	PALESTINE	10	8.5					12	16.5			
RIYADH	SAUDI ARABIA	24	6.4					12	5.1			
ROME	ITALY	24	9.0					12	10.6			

SANTIAGO	CHILE	24	10.3					12	7.0		
SAO PAULO	BRAZIL	24	8.6					12	12.8		
SEOUL	KOREA REPUBLIC OF	24	10.9					12	10.1		
SHANGAI	CHINA, PEOPLE'S REPUBLIC	24	8.3					12	10.2		
SINGAPORE	SINGAPORE	24	6.5					12	5.3		
SOFIA	BULGARIA	24	6.2					12	8.4		

STOCKHOLM	SWEDEN	24	7.0					12	10.8		
SUVA	FIJI	10	5.3					12	8.7		
TAIPEI	TAIWAN	24	8.6					12	15.2		
TEHRAN	IRAN	24	9.5					12	10.5		
TEL AVIV	ISRAEL	24	6.1					12	7.3		
THE HAGUE	NETHERLA NDS	24	5.7					12	8.6		
TOKYO	JAPAN	24	9.2					12	4.5		
TORONTO	CANADA	24	1.2					12	11.6		

TRINIDAD & TOBAGO	PORT OF SPAIN	12	4.5					12	9.5			
TUNIS	TUNISIA	12	4.6					12	8.3			
VIENNA	AUSTRIA	24	6.3					12	11.9			
WARSAW	POLAND	24	9.2					12	13			
WASHINGTON	UNITED STATES OF AMERICA	48	12.0					12	17.8			
WELLINGTON	NEW ZEALAND	48	7.6					12	8.3			

A: SUB TOTAL PRICE	
B: SUB TOTAL PRICE	
C: GRAND TOTAL (A&B)	
<p>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</p>	
<p>We understand that DIRCO are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.</p>	
<p>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.</p>	
<p>Note: These figures are projections based on the current trends and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the Bidder(s) to prepare their proposal.</p>	
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.

DECLARATION OF INTEREST

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

 2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.
- "State" means –
- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - (b) any municipality or municipal entity;
 - (c) provincial legislature;
 - (d) national Assembly or the national Council of provinces; or
 - (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....80/20.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE80.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION20.....
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** 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;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

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

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :.....

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we

acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....
 ADDRESS:.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2