



# international relations & cooperation

Department:  
International Relations and Cooperation  
REPUBLIC OF SOUTH AFRICA

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

Reference : **DIRCO 04/2021/22**  
Enquiries : Mr K Mokoro; Mr S Molekoa; Mr RT Motloutng and Mr NC Seema  
Telephone : 012 351 0915/ 0362/ 8640/ 0000  
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 04/2021/22**
2. **INVITATION TO SERVICE PROVIDER TO PROVIDE SELF-DRIVEN AND CHAUFFEUR-DRIVEN VEHICLES FOR A PERIOD OF THREE (3) YEARS TO TRANSPORT VISITING FOREIGN HEADS OF STATES HOSTED BY THE PRESIDENT, DEPUTY PRESIDENT, MINISTER AND DEPUTY MINISTERS OF DIRCO AND ALSO TO TRANSPORT OFFICIALS WORKING IN THE OFFICES OF THE MINISTER, DEPUTY MINISTERS, DIRECTOR-GENERAL AND THE BRANCH: STATE PROTOCOL AND CONSULAR SERVICES. THIS INCLUDES THE PROVISION OF THE SAME TRANSPORT SERVICES DURING THE PAN AFRICAN PARLIAMENT SESSIONS.**
3. Required at Department of International Relations and Cooperation.
4. **Closing date: 04 November 2021 at 11 O'clock**
5. **A non-compulsory virtual briefing session will be held on 21 October 2021 11:00am. Bidders can join a non-compulsory briefing session using a link provided on the website where the tender is advertised.**
6. Bidders will be given an opportunity to ask questions and seek clarity from 22 October 2021.
7. The attached documents consist of this cover page and the following pages. Terms of Reference, SBD1, SBD3.1, SBD4, SBD6.1, SBD6.2, SBD8, SBD9, and General Conditions of Contract.
8. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
9. Please make sure that your bid reaches this office before the closing date.
10. When submitting your bid, the following information **must** appear on the sealed envelope:
  - o Name and address of bidder
  - o DIRCO Number
  - o Closing date

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

OR

If posted, place the aforementioned envelope in a covering envelope addressed as follows:  
Department of International Relations and Cooperation 460 Soutpansberg Road Rietondale 0084.

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

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

Yours faithfully

**CHIEF DIRECTOR**

**DATE:** 14/10/2021

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

**Batho Pele** - putting people first

**DIRCO: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SELF-DRIVEN AND CHAUFFEUR-DRIVEN VEHICLES FOR A PERIOD OF THREE (3) YEARS TO TRANSPORT VISITING FOREIGN HEADS OF STATES/GOVERNMENT, FOREIGN MINISTERS AND DEPUTY MINISTERS AS WELL AS OTHER EMINENT DIGNITARIES HOSTED BY THE PRESIDENT, DEPUTY PRESIDENT, MINISTER AND DEPUTY MINISTERS OF INTERNATIONAL RELATIONS AND COOPERATION AND ALSO TO TRANSPORT OFFICIALS WORKING IN THE OFFICES OF THE MINISTER, DEPUTY MINISTERS, DIRECTOR-GENERAL AND THE BRANCH: STATE PROTOCOL AND CONSULAR SERVICES. THIS INCLUDES THE PROVISION OF THE SAME TRANSPORT SERVICES DURING THE PAN AFRICAN PARLIAMENT SESSIONS.**



**TERMS OF REFERENCE**

A handwritten signature in black ink, appearing to be 'M.G.' with a flourish.

## 1. PURPOSE

To appoint a transport company to provide transport to visiting foreign guests of the President, Deputy President, Minister and Deputy Ministers of the Department of International Relations and Cooperation during state, official, working and special visits as determined by the Policy on Incoming International Visits under the guidance of the Chief of State Protocol. The transport company will also provide transport for officials working in the offices of the Minister, Deputy Ministers, Director-General and Branch: State Protocol and Consular Services of the Department of International Relations and Cooperation during incoming international visits to all provinces for a three-year period. This contract will also be utilised for the provision of the same transportation services during Pan African Parliament sessions.

## 2. BACKGROUND

The Department of International Relations and Cooperation (DIRCO) has an obligation to extend courtesies to visiting dignitaries of government during incoming visits as guests of the President, Deputy President, Minister and Deputy Ministers of International Relations and Cooperation as determined by DIRCO's Policy on Incoming International Visits. These courtesies include the provision of secure and reliable transport in all provinces of the country.

Due to the significantly high number of official visits to South Africa, a need has been identified to appoint a reliable and cost-effective company to provide transport to the identified dignitaries. DIRCO is also required to provide official transport to the officials working in the offices of the Minister, Deputy Ministers, Director-General and Branch: State Protocol and Consular Services of DIRCO during incoming international visits to all provinces.

## 3. PROJECT DESCRIPTION

Provision of transport (self-driven and chauffeur-driven) to visiting guests of the President, Deputy President, Minister and Deputy Ministers of International Relations and Cooperation during state, official, working and special visits as determined by the State Visits Policy of DIRCO and the officials working in the offices of the Minister, Deputy Ministers, Director-General and Branch: State Protocol and Consular Services of DIRCO during international incoming visits to all provinces for a period of three years.

### 3.1 The following vehicles are required during the incoming visits and other events:

- 3.1.1 Black, white or grey vehicles required for each secure motorcade (all vehicles in the secure motorcade must be of the same colour and make);
- 3.1.2 Mercedes Benz (C-class) /BMW 3 series/Audi A4 or similar category;
- 3.1.3 Mercedes Benz (S-class) / BMW 7/Audi A8 series or similar category for Heads of State (the vehicle must have provision for a car pendant/ flags);
- 3.1.4 Mercedes Benz (E-class), BMW 5 series/Audi A6 or similar category for Ministers;
- 3.1.5 Luggage van must be provided to transport luggage. E.g. VW Transporter, Toyota Quantum Panel Van or similar category;



- 3.1.6 7-seater chauffeur/self-driven luxury buses, e.g. Mercedes Benz V-Class/ Hyundai H1 or similar category;
  - 3.1.7 10-seater chauffeur-driven luxury bus, e.g. Hyundai H1, Mercedes Benz Vito, Mercedes Benz Viano or similar category;
  - 3.1.8 20-seater chauffeur-driven luxury bus, e.g. Mercedes Benz Sprinter, Mercedes Benz Iveco, VW Crafter or similar category;
  - 3.1.9 Toyota Corolla or equivalent B Group vehicle for the State Protocol personnel who will be facilitating the State Protocol visits;
  - 3.1.10 4 x 4 Luxury SUV for the State Protocol personnel who will be facilitating the State Protocol visits if the need arises, e.g. BMW X5, Mercedes Benz ML, Toyota Land Cruiser, Toyota Prado, Toyota Fortuner or similar category;
  - 3.1.11 Mercedes Benz (S-class) / BMW 7 series/ Audi A8 armored vehicle or similar category for Heads of State/Government or Mercedes Benz (E-class), BMW 5 series/Audi A6 armored vehicle or similar category for Ministers (B6 or B7 level) when the need arises;
  - 3.1.12 The vehicle models should not be more than three years old.
- 3.2 In an instance where an S-Class is supplied as main vehicle, the entire motorcade must be Mercedes Benz, similarly with BMW 7 Series and the Audi A8 or similar categories.
  - 3.3 The service provider must be able to provide vehicles nationwide and **must not charge DIRCO for movement of vehicles from one Province to the other (Contact details of the branches/depots nationwide should be made available)** and be contactable on a 24-hour basis.
  - 3.4 All vehicles must have petrol cards and comply with necessary National Transport Act: Regulations.
  - 3.5 In the case of a breakdown, the vehicle must be replaced with the same model within two (2) hours after receipt of the request.
  - 3.6 DIRCO will only be responsible for traffic fines received when a DIRCO official or a SAPS VIP Protector has driven the vehicle in the motorcade.
  - 3.7 The following will be required for the chauffeur-driven vehicles:
    - 3.7.1 All chauffeurs must have Public Drivers Permits (PDP) licenses (proof must be attached to the proposal);
    - 3.7.2 All chauffeurs must have advance driving skills (proof to be attached) and will have to undergo protocol training as well as training by the SAPS VIP Protection Unit;
    - 3.7.3 All chauffeurs must be suitably dressed in a corporate uniform;
    - 3.7.4 Chauffeurs must have mobile phones with sufficient airtime to receive and make work-related calls at any given time;
    - 3.7.5 Every vehicle must be equipped with a GPS;
    - 3.7.6 The service provider must have sufficient drivers available to cater for relief chauffeurs in the event of long working hours;



- 3.7.7 All vehicles must be provided with a log-sheet and be signed off on a daily basis;
  - 3.7.8 Fuel receipts must accompany invoices in the event that the vehicles were refueled.
  - 3.7.9 All chauffeurs must be willing to go through Security Clearance vetting
- 3.8 Two contact persons from the service provider must be available at all times (24 hours) for all eventualities. Contact details for persons responsible for the following services must be submitted:
- full 24-hour service;
  - reservation of vehicles;
  - confirmation of vehicles;
  - delivery of vehicles;
  - delivery of petrol card;
  - chauffeur service.
- 3.9 If in a joint venture/consortium, please indicate the companies' names (full details) and where they have branches/depots.
- 3.10 Any changes in the vehicles required must be done in consultation with State Protocol and Consular Services.
- 3.12 The service provider must be able to render the required service at short notice (within two (2) to four (4) hours).
- 3.13 The service provider must be responsible for the insurance of the vehicles. In case of an accident, the service provider must be able to provide information relating to the cost of damages as well as provide proof of the access fee that DIRCO will be liable for.

#### 4. EVALUATION METHODOLOGY

All bids received will be evaluated in the following phases:

##### 4.1. Phase 1: Responsive criteria

4.1.1 The minimum requirements that must be satisfied/met by prospective bidder/s in order to proceed to the next stage of the evaluation process are:

Documents that must be submitted	Comments
Standard Bid Documents (SBDs): SBD1, SBD 4, SBD 8, SBD 9	<p>Completed and signed SBD1, SBD 4, SBD 8, SBD 9</p> <p>In the event that a bidder fails to submit the completed documents at the time of submitting the proposal, the bidder will be requested to submit the documents within three days from the date of request. Failure to submit the documents will disqualify the bidders.</p>



	In case of a joint venture arrangement, all parties must also submit all the mandatory documents.
SBD 3.1 form	<p>All bidders must complete, initial and sign the SBD 3.1 form.</p> <p>All prices must be quoted in South African Rand and include VAT</p> <p>NB: All SBD 3.1.1 (Year 1), SBD 3.1.2 (Year 2), SBD 3.1.3 (Year 3) and SBD 3.1.4 (Consolidation) must be signed</p> <p>Failure to submit SBD 3.1 will result in the bidder being disqualified</p>
SBD 6.1	<p>Completed and signed SBD 6.1</p> <p>B-BBEE points will be allocated to bidders on submission of the following documentation or evidence:</p> <ul style="list-style-type: none"> <li>• a duly completed and signed Preference Point Claim Form: SBD 6.1</li> <li>• A B-BBEE Certificate or a sworn affidavit.</li> </ul> <p>Failure to submit the signed documents will not be a disqualifying factor but will result in the bidder forfeiting the B-BBEE points.</p>
Joint venture agreement	<p>In case of a joint venture arrangement, a signed joint venture agreement must be attached with all SBD forms and a joint B-BBEE certificate.</p> <p>Failure to submit proof will result in the bidder being disqualified</p>
Tax compliance Status on Registration on Central Supplier Database (CSD)	<p>Tax compliance status will be confirmed upon awarding of the bid.</p> <p>Bidders that are not compliant after being given seven days to correct their tax status will be eliminated after the bid has been closed.</p> <p>In case of a joint venture, both bidders must be</p>



	tax compliant.
Registration on CSD	Bidders must be registered as a service provider on the CSD. If you are not registered, proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number.  Submit proof of registration.  Bidders that are not registered on the CSD, will be disqualified.
Copies of certified Public Drivers Permits (PDP) of drivers	Failure to submit proof will result in the bidder being disqualified.
Copies of certified Advanced Driving Certificates	Failure to submit proof will result in the bidder being disqualified.
Commitment letter indicating that the service provider will be able to provide vehicles nationwide	Failure to submit the commitment letter will result in the bidder being disqualified.
Service provider must provide proof of insurance, indicating that the vehicles are insured and the department will only be liable for the excess fee in case of an accident	Failure to submit proof will result in the bidder being disqualified.

#### 4.2. Phase 2: Functionality criteria

Evaluation stages – Stage 1 (Paper Evaluation) and Stage 2 (Site inspection)

The evaluation will be conducted based on proposals submitted.

A bidder/s and its partner that scores less than 60% on each stage in respect of functionality will be regarded as having submitted a non-responsive bid and will be disqualified.

##### Proposal evaluation

The following evaluation criteria will be used by the panel members of the Bid Evaluation Committee to evaluate proposals and score them according to the under-mentioned criteria:

A panel will evaluate all proposals for functionality.



**Functionality (Stage 1): Paper Evaluation**

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

Functionality Criteria (Part 1)	Weight												
<p><b>Capacity to deliver</b></p> <p>Service providers are requested to provide a company profile demonstrating the following:</p> <ul style="list-style-type: none"> <li>• number of vehicles in the fleet</li> <li>• model of vehicles in the fleet and replacement vehicles</li> <li>• number of branches or regional offices (mainly Gauteng, Kwazulu-Natal and Western Cape provinces).</li> </ul> <table border="1" data-bbox="347 831 927 1016"> <thead> <tr> <th>Matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1 Factor covered</td> <td>1 Point</td> </tr> <tr> <td>2 Factors covered</td> <td>3 Points</td> </tr> <tr> <td>3 Factors covered</td> <td>5 Points</td> </tr> </tbody> </table>	Matrix	Points	1 Factor covered	1 Point	2 Factors covered	3 Points	3 Factors covered	5 Points	<p>(20)</p>				
Matrix	Points												
1 Factor covered	1 Point												
2 Factors covered	3 Points												
3 Factors covered	5 Points												
<p><b>Experience (This includes the experience of the company and staff)</b></p> <ul style="list-style-type: none"> <li>• Service providers are requested to provide company profiles demonstrating a minimum of five years' experience in providing self-driven and driven vehicles.</li> </ul> <table border="1" data-bbox="347 1503 927 1783"> <thead> <tr> <th>Matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>5 years and less</td> <td>1 Point</td> </tr> <tr> <td>6 years</td> <td>2 Points</td> </tr> <tr> <td>7 years</td> <td>3 Points</td> </tr> <tr> <td>8 years</td> <td>4 points</td> </tr> <tr> <td>9 years and more</td> <td>5 points</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• At least three (3) client reference letters for previous similar projects undertaken in a form of positive recommendation.</li> </ul>	Matrix	Points	5 years and less	1 Point	6 years	2 Points	7 years	3 Points	8 years	4 points	9 years and more	5 points	<p>(20)</p> <p>(5)</p>
Matrix	Points												
5 years and less	1 Point												
6 years	2 Points												
7 years	3 Points												
8 years	4 points												
9 years and more	5 points												





Matrix	Points	
3 reference letters	1 Point	(5)
4 reference letters	2 Points	
5 reference letters	3 Points	
6 reference letters	4 points	
7 reference letters	5 points	
<ul style="list-style-type: none"> <li>A minimum of five drivers with PDP licenses. Bidders to provide certified copies of the PDP Licenses.</li> </ul>		(5)
Matrix	Points	(5)
5 drivers	1 Point	
6 drivers	2 Points	
7 drivers	3 Points	
8 drivers	4 points	
9 drivers	5 points	
<ul style="list-style-type: none"> <li>A minimum of five drivers with advance driving. Bidders to provide certified copies of advanced driving certificates.</li> </ul>		(5)
Matrix	Points	(5)
5 drivers with advanced driving	1 Point	
6 drivers with advanced driving	2 Points	
7 drivers with advanced driving	3 Points	
8 drivers with advanced driving	4 points	
9 and more drivers with advanced driving	5 points	

<p><b>Management of the contract (proposed project plan)</b></p> <ul style="list-style-type: none"> <li>• A project plan must reflect the following:             <ol style="list-style-type: none"> <li>1. Key personnel who will service the contract.</li> <li>2. Processes to be followed when performing the below activities, including the timelines thereof:                 <ol style="list-style-type: none"> <li>a. bookings (normal and urgent)</li> <li>b. changes</li> <li>c. cancellations</li> <li>d. no shows</li> </ol> </li> <li>3. Exception report</li> <li>4. Monthly statement of invoices</li> <li>5. Customer relationship management</li> </ol> </li> </ul> <table border="1" data-bbox="352 730 927 1055"> <thead> <tr> <th>Matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Project Plan not attached</td> <td>0 point</td> </tr> <tr> <td>Project plan with one (1) factor</td> <td>1 point</td> </tr> <tr> <td>Project plan with two (2) factors</td> <td>2 points</td> </tr> <tr> <td>Project plan with three (3) factors</td> <td>3 points</td> </tr> <tr> <td>Project plan with four (4) factors</td> <td>4 points</td> </tr> <tr> <td>Project plan with five (5) factors</td> <td>5 points</td> </tr> </tbody> </table>	Matrix	Points	Project Plan not attached	0 point	Project plan with one (1) factor	1 point	Project plan with two (2) factors	2 points	Project plan with three (3) factors	3 points	Project plan with four (4) factors	4 points	Project plan with five (5) factors	5 points	(20)
Matrix	Points														
Project Plan not attached	0 point														
Project plan with one (1) factor	1 point														
Project plan with two (2) factors	2 points														
Project plan with three (3) factors	3 points														
Project plan with four (4) factors	4 points														
Project plan with five (5) factors	5 points														
<p><b>TOTAL</b></p>	60														
<p>All service providers who scored less than 60% on Part 1 of the functionality will not be considered for a site inspection (Part 2).</p>															
<p><b>SITE INSPECTION (PART 2)</b></p>	(40)														
<p><b><u>Corporate wear</u></b></p> <p>During the site inspection, the following factors will be considered:</p> <ul style="list-style-type: none"> <li>• formal suit</li> <li>• formal shoes</li> <li>• shirt and tie</li> </ul> <table border="1" data-bbox="325 1778 633 1877"> <thead> <tr> <th>Rating (0-5)</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> </tr> </tbody> </table>	Rating (0-5)		(5)												
Rating (0-5)															



<p><b><u>Vehicles</u></b></p> <p>During the site inspection, the following factors will be considered:</p> <ul style="list-style-type: none"> <li>• types of cars as per description</li> <li>• number of convoys</li> <li>• roadworthy certificates</li> <li>• vehicles' discs/licenses to be in all vehicles</li> <li>• model and colours (as mentioned in relation to point 3.1.1 to 3.1.10) (Year in which the vehicles was bought).</li> </ul> <p><b>Rating (0-5)</b></p> <input type="text"/>	(10)
<p><b><u>Service records of the vehicles</u></b></p> <p>During the site inspection, the following factors will be considered:</p> <ul style="list-style-type: none"> <li>• proof of records of the current fleet.</li> </ul> <p><b>Rating (0-5)</b></p> <input type="text"/>	(10)
<p><b><u>Infrastructure</u></b></p> <p>During the site inspection, the following factors will be considered:</p> <ul style="list-style-type: none"> <li>• offices (fax, email and contact phones)</li> <li>• access controlled/secured parking.</li> </ul> <p><b>Rating (0-5)</b></p> <input type="text"/>	(5)
<p><b><u>Staff complement</u></b></p> <p>During the site inspection, the following factors will be considered:</p> <ul style="list-style-type: none"> <li>• permanent office manager</li> <li>• number of permanent drivers</li> <li>• drivers with advanced driving certificates</li> <li>• driver's licence.</li> </ul> <p><b>Rating (0-5)</b></p> <input type="text"/>	(10)
<p><b>All service providers who scored less than 60% on Part 2 of the site inspection, will not be considered for Price and BEE</b></p>	
<p><b>TOTAL</b></p>	<p><b>100</b></p>

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



A panel will evaluate all bids received on a basis of functionality. The technical evaluation will play a crucial role in the appointment of the service provider.

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.

A bidder that scores less than 60 points out of 100 in respect of "functionality", will be regarded as submitting a non-responsive bid and will be disqualified.

#### 4.3. 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.

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

In the evaluation of the bidders, the department will also be guided by the Integrated National Black Economic Empowerment Strategy, which provides a framework for economic growth with black participation as a fundamental pillar. The specific guiding principles will be transformation, employment equity, skills development, affirmative procurement and corporate social responsibility (CSI).

#### 5. GENERAL CONDITIONS

- 5.1 DIRCO will enter into a service level agreement with the successful bidder/s. The service level agreement will, among others, govern the relationship between the parties; ensure that services are provided according to specified standards and within stipulated timeframes; and provide for penalties and remedies for poor performance or underperformance and non-compliance with terms and conditions of the service level agreement.
- 5.2 In case of a consortium, the bidders must indicate how a joint venture (if the bidders are a joint venture between a B-BBEE firm and a non-B-BBEE firm) will split the work between the companies. The details must be such that DIRCO can audit the actual work allocation between the companies to enforce the transfer of skills. The percentage involvement of each company in the joint venture should

also be indicated. DIRCO will only enter into a contract with the appointed service provider.

- 5.3 DIRCO reserves the right to appoint more than one bidder.
- 5.4 DIRCO reserves the right to perform period checks and interventions during the implementation of the bid.
- 5.5 The bid evaluation will only be done based on information that was requested and provided.
- 5.6 All documents submitted in response to this proposal shall become the property of DIRCO.
- 5.7 The prospective bidders are required to indicate their costing per item for ease of evaluation.
- 5.8 The appointed service provider must not charge DIRCO for movement of vehicles from one Province to the other.
- 5.9 Management of the contract:
  - 5.8.1 The appointed service provider will be subjected to a vetting process and security clearance for all its employees;
  - 5.8.1 Deviations to the contract requirements must be submitted to DIRCO on a monthly basis;
  - 5.8.2 The proposal must reflect the manner in which the account will be handled.
- 5.9 DIRCO reserves the right and full discretion to:
  - 5.9.1 Withdraw from this process and the provisions of the bid at any time.
  - 5.9.2 Cancel this bid at any time and all subsequent proposals may be rejected in whole or in part.
  - 5.9.3 Change the dates of adjudication and submission.
- 5.10 DIRCO's decisions will be final, and no correspondence will be entered into from the closing date of submissions until after the selection process has been completed. Bidders will be formally notified of the outcome of the bid.
- 5.11 A bid proposal will only be deemed accepted once written notice is given by DIRCO to the successful bidder and a service level agreement has been concluded by the parties.
- 5.12 Receipt of a proposal neither commits DIRCO to award the bid to any entity, even if all requirements stated in the Terms of Reference are met, nor does it limit DIRCO's right to negotiate in its best interest.
- 5.13 It will be accepted that the bidder, on submitting the bid response, has read, understood and accepted all the terms and conditions of the Terms of Reference. It shall therefore be presumed by DIRCO that the submission of the bid proposal



- by any bidder confirms its complete acceptance of the terms and conditions of the document.
- 5.14 DIRCO reserves the right to invite bidders to present or otherwise demonstrate their proposed solution to clarify aspects that are required as part of the evaluation process, at the respondent's own costs.
  - 5.15 DIRCO reserves the right to conduct a site visit to verify the existence of the facilities and the functioning of the Incident Management Centre as part of the evaluation process.
  - 5.16 DIRCO will not be responsible for or pay any expense or losses which may be incurred by any bidder in the preparation and submission of the bid proposal and the costs of the proposal at all stages of the bid process shall be for each bidder's own account.
  - 5.17 If the bidder is a company, a certified copy of the resolution of the Board of Directors (personally signed by the Chairperson of the Board) authorising the person who signs this bid proposal to do so, as well as to sign any agreement resulting from this bid and any other documents and correspondence in connection with this bid and/or agreement on behalf of the company, must be submitted with this bid proposal.
  - 5.18 If the respondent is a partnership, a certified copy of the resolution of the partners (personally signed by all the partners) authorising the person who signs this bid proposal to do so, as well as to sign any agreement resulting from this bid and any other documents and correspondence in connection with this bid and/or agreement on behalf of the partnership, must be submitted with this bid proposal.
  - 5.19 If a bidder/bidders and/or its partner, or any person employed by him/her/it, is found to have either directly or indirectly offered, promised or given to any person in the employ of DIRCO any commission, gratuity, gift or other consideration, DIRCO shall have the right summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to immediately disqualify the bidder. The bidder will be responsible for all and any loss that DIRCO suffers as a result hereof.
  - 5.20 All information and pricing will be treated as strictly confidential and will be used for the evaluation of the bid only. No information will be disclosed to parties outside of the bid evaluation committee.
  - 5.21 Throughout this bid process and thereafter, bidders must obtain from DIRCO written approval prior to the release of any information that pertains to the potential work or activities covered by this bid or the subsequent process. Failure to adhere to this requirement will result in immediate disqualification from the bid process and DIRCO reserves the right to institute legal proceedings against the bidder.
  - 5.22 DIRCO will treat all proposals as confidential until a contract is awarded, or the process is completed. Thereafter, proposals and related documentation may be made available for inspection at DIRCO's sole discretion, except for material that is proprietary or confidential.
  - 5.23 It is compulsory for all persons employed or contracted by the successful bidder/bidders and/or its partner and who will partake in this project to undergo security vetting.



- 5.24 DIRCO reserves the right to require the replacement of any person assigned to this project, should they not receive a successful security clearance, at the commencement of the contract.
- 5.25 During the course of the contract, the appointed service provider must ensure compliance to the COVID-19 regulations to ensure safety of all stakeholders involved during the rendering of services.

## 6. 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 8522/ 0915/8640.

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:

### Per hand

Security (Reception),  
OR Tambo Building  
460 Soutpansberg Street  
Rietondale  
Department of International Relations and Cooperation  
Pretoria  
0001

OR

### Post

**Attention: Supply Chain Management**  
Department of International Relations and Cooperation  
Private Bag X 152  
Pretoria  
0001

Submissions should be posted to be received or hand-delivered to mentioned addresses on or before 11:00 on the closing date of 04 November 2021.

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

***E-mailed or faxed submissions shall not be accepted.***



**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION</b>					
BID NUMBER:	DIRCO 04-2021/22	CLOSING DATE:	04/11/2021	CLOSING TIME:	11:00am
DESCRIPTION	<b>INVITATION TO SERVICE PROVIDER TO PROVIDE SELF-DRIVEN AND CHAUFFEUR-DRIVEN VEHICLES FOR A PERIOD OF THREE (3) YEARS TO TRANSPORT VISITING FOREIGN HEADS OF STATES/ GOVERNMENT, FOREIGN MINISTERS AND DEPUTY MINISTERS AS WELL AS OTHER EMINENT DIGNITARIES HOSTED BY THE PRESIDENT, DEPUTY PRESIDENT, MINISTER AND DEPUTY MINISTERS OF INTERNATIONAL RELATIONS AND COOPERATION AND ALSO TO TRANSPORT OFFICIALS WORKING IN THE OFFICES OF THE MINISTER, DEPUTY MINISTERS, DIRECTOR-GENERAL AND THE BRANCH: STATE PROTOCOL AND CONSULAR SERVICES. THIS INCLUDES THE PROVISION OF THE SAME TRANSPORT SERVICES DURING THE PAN AFRICAN PARLIAMENT SESSIONS.</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION</b>					
<b>460 SOUTPANSBERG ROAD RIETONDALE</b>					
<b>PRETORIA</b>					
<b>0084</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
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

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
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 ONE (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 04/2021/2022

Closing date: 04 November 2021

Closing Time 11:00am

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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**1 CHAUFFEUR-DRIVEN VEHICLES REQUIRED: (Cost of chauffeur included in daily rates and overtime specifications)**

TYPE OF VEHICLE	DAILY RATE WITH CHAUFFEUR (VAT INCL)	NUMBER OF KM INCLUDED DAILY INCLUSIVE OF FREE KILOMETRES	RATE PER KM ON ACCESS KM (VAT INCL)
MERCEDES BENZ (C-CLASS)/BMW (3 SERIES)/ AUDI A4			
MERCEDES BENZ (E-CLASS)/BMW (5 SERIES)/AUDI A6			
MERCEDES BENZ (S-CLASS)/BMW (7 SERIES)/ AUDI A8			
LUGGAGE VAN (panel van)			
Toyota Corolla			
7-SEATER BUS			
10-SEATER BUS			
20-SEATER BUS			
Luxury 4X4 SUV (BMW X5/MERCEDES BENZ ML			
<b>TOTAL</b>			

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Signature

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Initials

**2 SELF-DRIVE VEHICLES REQUIRED**

TYPE OF VEHICLE	DAILY RATE (VAT INCL)	NUMBER OF KM INCLUDED IN DAILY RATE	RATE PER KM ON ACCESS KM (VAT INCL)
MERCEDES BENZ (C-CLASS)/BMW (3 SERIES)/AUDI A4			
MERCEDES BENZ (E-CLASS)/BMW (5 SERIES)/AUDI A6			
MERCEDES BENZ (S-CLASS)/BMW (7 SERIES)/AUDI A4			
LUGGAGE VAN (Vito or similar)			
7-SEATER BUS			
10-SEATER BUS			
20-SEATER BUS			
4X4 SUV (BMW X5/MERCEDES BENZ ML)			
Mercedes Benz (S-class) / BMW 7 series/Audi A8 armoured vehicle for Heads of State/Government or Mercedes Benz (E-class), BMW 5 series/Audi A6 or armoured vehicle for Ministers (B6 or B7 level) when the need arises			
<b>TOTAL</b>			

**3. GENERAL ASPECTS REGARDING POSSIBLE COSTS**

ASPECTS	COMMENTS
Management reports	The transaction fee must include delivery/collection of documentation and vehicles as well as providing management reports
No-show fee	Will fees be charged for not travelling or use of rental vehicles? If answer is yes, please indicate costs per transaction
Management fee	Will there be management fees? If answer is yes, please indicate cost charged per month and per transaction

**NB: Evaluation on Price will be done using the Total Daily Rate (3 years) and Total Rate per KM on access KM (3 years). Bidders are required to complete Total Costs on SBD 3.1.4 which is the consolidation of costs for three (3) years.**

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Signature

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Initials

**3 COST FOR MONTHLY REPORTS** .....

- Does offer comply with specification? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis (all delivery costs must be Included in the bid price) .....
- Cancellation fee when vehicles are no longer required

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

**\*Delete if not applicable**

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Signature

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Initials

## SBD 3.1.2 YEAR TWO (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 04/2021/2022

Closing date: 04 November 2021

Closing Time 11:00am

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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**4 CHAUFFEUR-DRIVEN VEHICLES REQUIRED: (Cost of chauffeur included in daily rates and overtime specifications)**

TYPE OF VEHICLE	DAILY RATE WITH CHAUFFEUR (VAT INCL)	NUMBER OF KM INCLUDED IN DAILY RATE INCLUSIVE OF FREE KILOMETRES	RATE PER KM ON ACCESS KM (VAT INCL)
MERCEDES BENZ (C-CLASS)/BMW (3 SERIES)/ AUDI A4			
MERCEDES BENZ (E-CLASS)/BMW (5 SERIES)/AUDI A6			
MERCEDES BENZ (S-CLASS)/BMW (7 SERIES)/ AUDI A8			
LUGGAGE VAN (panel van)			
Toyota Corolla			
7-SEATER BUS			
10-SEATER BUS			
20-SEATER BUS			
Luxury 4X4 SUV (BMW X5/MERCEDES BENZ ML			
<b>TOTAL</b>			

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Signature

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Initials

**5 SELF-DRIVE VEHICLES REQUIRED**

TYPE OF VEHICLE	DAILY RATE (VAT INCL)	NUMBER OF KM INCLUDED IN DAILY RATE	RATE PER KM ON ACCESS KM (VAT INCL)
MERCEDES BENZ (C-CLASS)/BMW (3 SERIES)/AUDI A4			
MERCEDES BENZ (E-CLASS)/BMW (5 SERIES)/AUDI A6			
MERCEDES BENZ (S-CLASS)/BMW (7 SERIES)/AUDI A4			
LUGGAGE VAN (Vito or similar)			
7-SEATER BUS			
10-SEATER BUS			
20-SEATER BUS			
4X4 SUV (BMW X5/MERCEDES BENZ ML)			
Mercedes Benz (S-class) / BMW 7 series/Audi A8 armoured vehicle for Heads of State/Government or Mercedes Benz (E-class), BMW 5 series/Audi A6 or armoured vehicle for Ministers (B6 or B7 level) when the need arises			
<b>TOTAL</b>			

**GENERAL ASPECTS REGARDING POSSIBLE COSTS**

ASPECTS	COMMENTS
Management reports	The transaction fee must include delivery/collection of documentation and vehicles as well as providing management reports
No-show fee	Will fees be charged for not travelling or use of rental vehicles? If answer is yes, please indicate costs per transaction
Management fee	Will there be management fees? If answer is yes, please indicate cost charged per month and per transaction

**NB: Evaluation on Price will be done using the Total Daily Rate (3 years) and Total Rate per KM on access KM (3 years). Bidders are required to complete Total Costs on SBD 3.1.4 which is the consolidation of costs for three (3) years.**

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Signature

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Initials

**6 COST FOR MONTHLY REPORTS** .....

- Does offer comply with specification? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis (all delivery costs must be  
Included in the bid price) .....
- Cancellation fee when vehicles are no longer required

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

**\*Delete if not applicable**

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Signature

.....  
Initials

**SBD 3.1.3 YEAR THREE (3)****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 04/2021/2022

Closing date: 04 November 2021

Closing Time 11:00am

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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**7 CHAUFFEUR-DRIVEN VEHICLES REQUIRED: (Cost of chauffeur included in daily rates and overtime specifications)**

TYPE OF VEHICLE	DAILY RATE WITH CHAUFFEUR (VAT INCL)	NUMBER OF KM INCLUDED IN DAILY RATE INCLUSIVE OF FREE KILOMETRES	RATE PER KM ON ACCESS KM (VAT INCL)
MERCEDES BENZ (C-CLASS)/BMW (3 SERIES)/ AUDI A4			
MERCEDES BENZ (E-CLASS)/BMW (5 SERIES)/AUDI A6			
MERCEDES BENZ (S-CLASS)/BMW (7 SERIES)/ AUDI A8			
LUGGAGE VAN (panel van)			
Toyota Corolla			
7-SEATER BUS			
10-SEATER BUS			
20-SEATER BUS			
Luxury 4X4 SUV (BMW X5/MERCEDES BENZ ML			
<b>TOTAL</b>			

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Signature

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Initials



**8 SELF-DRIVE VEHICLES REQUIRED**

TYPE OF VEHICLE	DAILY RATE (VAT INCL)	NUMBER OF KM INCLUDED IN DAILY RATE	RATE PER KM ON ACCESS KM (VAT INCL)
MERCEDES BENZ (C-CLASS)/BMW (3 SERIES)/AUDI A4			
MERCEDES BENZ (E-CLASS)/BMW (5 SERIES)/AUDI A6			
MERCEDES BENZ (S-CLASS)/BMW (7 SERIES)/AUDI A4			
LUGGAGE VAN (Vito or similar)			
7-SEATER BUS			
10-SEATER BUS			
20-SEATER BUS			
4X4 SUV (BMW X5/MERCEDES BENZ ML)			
Mercedes Benz (S-class) / BMW 7 series/Audi A8 armoured vehicle for Heads of State/Government or Mercedes Benz (E-class), BMW 5 series/Audi A6 or armoured vehicle for Ministers (B6 or B7 level) when the need arises			
<b>TOTAL</b>			

**3. GENERAL ASPECTS REGARDING POSSIBLE COSTS**

ASPECTS	COMMENTS
Management reports	The transaction fee must include delivery/collection of documentation and vehicles as well as providing management reports
No-show fee	Will fees be charged for not travelling or use of rental vehicles? If answer is yes, please indicate costs per transaction
Management fee	Will there be management fees? If answer is yes, please indicate cost charged per month and per transaction

**NB: Evaluation on Price will be done using the Total Daily Rate (3 years) and Total Rate per KM on access KM (3 years). Bidders are required to complete Total Costs on SBD 3.1.4 which is the consolidation of costs for three (3) years.**

.....

Signature

.....

Initials

**9 COST FOR MONTHLY REPORTS** .....

- Does offer comply with specification? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis (all delivery costs must be Included in the bid price) .....
- Cancellation fee when vehicles are no longer required

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

**\*Delete if not applicable**

.....  
Signature

.....  
Initials

### SBD 3.1.4 CONSOLIDATION

#### 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 04/2021/2022

Closing date: 04 November 2021

Closing Time 11:00am

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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**10 CHAUFFEUR-DRIVEN VEHICLES REQUIRED: (Cost of chauffeur included in daily rates and overtime specifications)**

TYPE OF VEHICLE	DAILY RATE WITH CHAUFFEUR (YEAR 1, 2 & 3)	NUMBER OF KM INCLUDED IN DAILY RATE INCLUSIVE OF FREE KILOMETRES (YEAR 1, 2 & 3)	RATE PER KM ON ACCESS KM (YEAR 1, 2 & 3)
MERCEDES BENZ (C-CLASS)/BMW (3 SERIES)/ AUDI A4			
MERCEDES BENZ (E-CLASS)/BMW (5 SERIES)/AUDI A6			
MERCEDES BENZ (S-CLASS)/BMW (7 SERIES)/ AUDI A8			
LUGGAGE VAN (panel van)			
Toyota Corolla			
7-SEATER BUS			
10-SEATER BUS			
20-SEATER BUS			
Luxury 4X4 SUV (BMW X5/MERCEDES BENZ ML			
<b>TOTAL (SUM OF ALL THREE YEARS)</b>			

.....  
Signature

.....  
Initials

## 11 SELF-DRIVE VEHICLES REQUIRED

TYPE OF VEHICLE	DAILY RATE  (YEAR 1, 2 & 3)	NUMBER OF KM INCLUDED IN DAILY RATE  (YEAR 1, 2 & 3)	RATE PER KM ON ACCESS KM  (YEAR 1, 2 & 3)
MERCEDES BENZ (C-CLASS)/BMW (3 SERIES)/AUDI A4			
MERCEDES BENZ (E-CLASS)/BMW (5 SERIES)/AUDI A6			
MERCEDES BENZ (S-CLASS)/BMW (7 SERIES)/AUDI A4			
LUGGAGE VAN (Vito or similar)			
7-SEATER BUS			
10-SEATER BUS			
20-SEATER BUS			
4X4 SUV (BMW X5/MERCEDES BENZ ML)			
Mercedes Benz (S-class) / BMW 7 series/Audi A8 armoured vehicle for Heads of State/Government or Mercedes Benz (E-class), BMW 5 series/Audi A6 or armoured vehicle for Ministers (B6 or B7 level) when the need arises			
<b>TOTAL (SUM OF ALL THREE YEARS)</b>			
<b>TOTAL DAILY RATE + RATE PER KM ON ACCESS KM (3 YEARS)</b>			

## 12. GENERAL ASPECTS REGARDING POSSIBLE COSTS

ASPECTS	COMMENTS
Management reports	The transaction fee must include delivery/collection of documentation and vehicles as well as providing management reports
No-show fee	Will fees be charged for not travelling or use of rental vehicles? If answer is yes, please indicate costs per transaction
Management fee	Will there be management fees? If answer is yes, please indicate cost charged per month and per transaction

**NB: Evaluation on Price will be done using the Total Daily Rate for three (3) years and Total Rate per KM on access KM for three (3) years. Bidders are required to complete Total Costs on SBD 3.1.4 which is the consolidation of costs for three (3) years.**

.....

Signature

.....

Initials

**SBD 4**

**DECLARATION OF INTEREST**

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

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

2.1 Full Name of bidder or his or her representative:  
.....

2.2 Identity Number:.....  
.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....  
.....

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

2.5 Tax Reference Number:  
.....

2.6 VAT Registration Number:  
.....

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

<sup>1</sup>“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.

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20                                  or                                  90/10**

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

Where

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

$P_t$  = Price of bid under consideration

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

## 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

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? <b>(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).</b>	Yes <input type="checkbox"/>	No <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)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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.</b>	Yes <input type="checkbox"/>	No <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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
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SBD 8

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

RSA.

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



obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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 (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 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.