



# international relations & cooperation

Department:  
International Relations and Cooperation  
**REPUBLIC OF SOUTH AFRICA**

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Reference : **DIRCO 02-2024-2025**  
Enquiries : Mr N Socikwa; Mr E Mazibuko; Mr C Seema;  
Telephone : 012 351 1994/11395/9198  
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 02/2024/25**
2. **REQUEST FOR A SUCCESSFUL BIDDER(S) [any NATURAL or JURISTIC PERSON(S)], BASED IN SOUTH AFRICA TO PROVIDE SERVICES FOR THE PACKING, REMOVAL AND INSURANCE OF PERSONAL EFFECTS OF OFFICIALS TO AND FROM MISSIONS ABROAD, DOMESTIC RELOCATION WITHIN THE RSA AS WELL AS THE STORAGE OF PERSONAL EFFECTS IN SOUTH AFRICA FOR A PERIOD OF FOUR (4) YEARS.**
3. **Closing date: 04 November 2024 11 O'clock**
4. **A compulsory briefing session will be held on: 15 October 2024 10 O'clock via Microsoft Teams.**
5. The attached documents consist of this cover page and the following pages. Terms of Reference, SBD1, SBD3.1, SBD3.2, SBD6.1, SBD4, Special conditions of the contract and General Conditions of Contract.
6. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
7. Please make sure that your bid reaches this office before the closing date.
8. When submitting your bid, the following information **must** appear on the sealed envelope:

- Name and address of bidder
- DIRCO Number
- Closing date

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

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

Yours faithfully

**CHIEF DIRECTOR**

DATE:

07/10/2024

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



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# **TERMS OF REFERENCE**

**DIRCO:**

**REQUEST FOR A SUCCESSFUL BIDDER(S) [any NATURAL or JURISTIC PERSON(S)], BASED IN SOUTH AFRICA TO PROVIDE SERVICES FOR THE PACKING, REMOVAL AND INSURANCE OF PERSONAL EFFECTS OF OFFICIALS TO AND FROM MISSIONS ABROAD, DOMESTIC RELOCATION WITHIN THE RSA AS WELL AS THE STORAGE OF PERSONAL EFFECTS IN SOUTH AFRICA FOR A PERIOD OF FOUR (4) YEARS.**

**CLOSING DATE AND TIME OF BID: 04 NOVEMBER at 11h00**

**BID VALIDITY PERIOD: 120 DAYS**



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## **SECTION A**

### **1. PROCUREMENT LEGISLATION**

The Department of International Relations and Cooperation has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

### **2. BACKGROUND**

DIRCO officials are transferred to and from Missions abroad with specified freight allowances of personal household goods, whilst the remainder of their household goods must be kept safe during the period abroad and redelivered to them upon their return to the Republic of South Africa (RSA). Several partner departments represented abroad are accorded the same freight allowances as DIRCO officials.

### **3. SCOPE OF WORK**

3.1 In order to effectively comply with the provisions of the Contract and the Service Level Agreement, the Service Provider shall have a dedicated, experienced Management and Support Team to deal exclusively with DIRCO and Partner Departments' transfers consisting of –

- a) a DIRCO Contract Manager with a minimum of 3 years' international removals experience;
- b) an Operations and Storage Manager with a minimum of 3 years' international removals experience;
- c) an Accounting Liaison Officer with a minimum of 3 years' accounting experience;
- d) Account Administrators with a computerised accounting system to administer the DIRCO contract (at least 2 persons);
- e) an accounting system that must be able to demonstrate the following:
  - Printable detailed month-end statements, reconciliations and statements of storage and related insurance of household goods and vehicles/ towable vehicles;
  - Printable detailed month-end statements, reconciliations and statements of consignments dispatched by air, sea or road, plus related insurance;
- f) Pre-move Surveyors (at least 2 designated specialists);
- g) Move Coordinators (at least 5 designated specialists); and
- h) five (5) fully trained packing teams, each consisting of at least five (5) packers during the peak transfer cycles of June and December.
- i) at least five (5) removal/ delivery vehicles that are available and can carry 40ft containers and equipped with hydraulic lifts for heavy items, a GPS system, toolboxes and trolley(s) used for transporting heavy or large items.



NB: Tenderers are advised that DIRCO has an existing contract with a Service Provider responsible for providing roughly the same services described in these terms of reference. Where any arrangement for the storage of household goods or motor vehicle(s) or for the transport abroad or to South Africa of household goods or motor vehicle(s) commences with the previous Service Provider, that process will be concluded with that Service Provider and is not included in scope of work of the present tender.

### **3.2 Orders for Service (OFS), Pre-move Surveys and Packing**

- 3.2.1 DIRCO shall provide the Service Provider with a Request for Pre-move Survey (RPMS) in respect of the packing, shipment and/or storage of each transferred official's household goods and personal effects. This Request for Pre-move Survey shall provide sufficient and accurate information to enable the Service Provider to contact the official concerned and also clearly state the official's freight and storage allowances. Also see Special Conditions of Contract, paragraph 2.4. attached as (Annexure A).
- 3.2.2 On receipt of the Request for Pre-move Survey (RPMS), the Service Provider (or its Agents) shall contact the official on transfer within two (2) working days to discuss the official's requirements and arrange a Pre-move Survey for the transfer. The Pre-move Survey must be completed within 21 calendar days of receipt of the Request for Pre-move Survey or such other deadline that may have been provided explicitly by DIRCO. The Pre-move Survey shall consist of an in-residence, in-person advance listing of personal items, furniture, appliances and equipment which are to be included in the shipment and produce a written report to the official to be transferred, with a copy to DIRCO. The report will include, among other pertinent information, the estimated weight and volume for each separate consignment (sea freight, road freight, air freight and/or storage, as applicable). The Pre-move Survey must also include a comprehensive advisory service to the official on transfer concerning prohibited items, dangerous goods, probable packing date(s), delivery period(s), customs export and import requirements and procedures as well as a comprehensive explanation of the insurance requirements.
- 3.2.3 Once the pre-move survey has been conducted, the Service Provider(s) shall, in writing, provide a complete breakdown of estimated volumes in respect of each consignment of the official on transfer to the designated DIRCO transfer officer within two working days of the survey taking place. The Service Provider(s) is required to reserve sufficient (packing/unpacking) teams to fulfil the DIRCO contract, as per the functionality criteria, especially during the two main transfer cycles (December/ January and June/ July) of each year, when at least five (5) packing teams each consisting of at least five (5) packers, should be available. The packing of an official on transfer's household effects shall be done in accordance with the specifications as per Annexure F: Packing Specifications. The Service Provider is responsible to obtain the complete and accurate insurance application(s) from the official to be transferred prior to collection of the household effects in accordance with the insurance parameters provided in the Contract and within the limits provided by DIRCO.



### **3.3 Shipment of household goods, including one motor vehicle**

- 3.3.1 The Service Provider shall ensure that shipments are ready for dispatch within at least seven (7) working days for surface shipments and three (3) working days for air shipments of the removal of goods and effects from the residence. Prior to shipment, the Service Provider shall verify the shipment date with its origin/destination agent as well as with the official on transfer. The Service Provider shall verify that it has not received a request from either the official on transfer, or from DIRCO or from the origin/destination Agent to hold the consignment pending further instruction to dispatch later for whatever reason. The service requested by DIRCO may be for shipments to be effected by air, sea or overland or any combination thereof, depending on cost efficiency and practicality. DIRCO shall confirm the mode of shipment in each case and shall inform the Service Provider of the requirement.
- 3.3.2 The Service Provider shall ensure that its transportation arrangements, irrespective of the mode, are made in the most cost-effective and economically competitive manner, considering all available options in the marketplace. DIRCO reserves the right to inspect the Service Provider's documents for the transportation arrangements to ensure that the carrier selections were made in a competitive and transparent manner.
- 3.3.3 The Service Provider shall only make use of the list of shipping lines accredited to the World Shipping Council as per Annexure G.
- 3.3.4 The Service Provider shall obtain, compile and transmit in a timely manner as per paragraph 3.3.1 above, all necessary documentation for shipment and customs clearance of the household goods and personal effects at the place of origin and destination so as not to incur unnecessary additional costs resulting from delays in clearance of consignments. A waybill and a packing list shall be transmitted through the destination agent to the South African Mission concerned to obtain the duty-exemption certificate from the host country Foreign Ministry. For sea freight, the waybill shall be transmitted within three days of the vessel sailing date from the RSA. For airfreight, the consignment shall be dispatched once the duty-exemption certificate has been confirmed received by the Mission concerned. The Service Provider shall maintain uninterrupted control of the shipments and shall be responsible for expediting, tracing and completion of all services, including billing of account by the last day of every month. The Service Provider shall notify DIRCO within one working day of the Service Provider having received notification of any changes in the shipment schedule.
- 3.3.5 The Service Provider must provide a tracking system that constantly updates all relevant progress of the shipment via a real-time web-based tracking system. This web-based tracking system shall be accessible world-wide, with security measures (user-id and password protected), for the purposes of report-production and shipment tracking. The tracking shall be accessible by the transfer officer and the relevant transferred official.



- 3.3.6 The Service Provider shall monitor consignments to so-called “green light” countries and shall regularly update the Department regarding new procedures, additions, etc. A “green light country” means a destination country in which a “green light” or approval is required from the destination agent before the service provider can forward consignments to Missions as a result of particular bureaucratic procedures that must be completed before a consignment may be sent to the country, in order to abide by regulations or to minimize costs to the Department. The Service Provider shall provide the Department with a list of these green light countries and shall advise whether air freight could be economically used instead of seafreight due to the anticipated time frames, etc.
- 3.3.7 The Service Provider shall give an official a minimum of one week’s notice of delivery to allow for proper planning and must ensure that the shipment is delivered to residence, unloaded, unpacked and all debris removed on day of delivery. A delivery report shall be forwarded to DIRCO within five (5) working days of service. Unless otherwise instructed, only one (1) delivery address per shipment registration shall be authorized. No storage or handling fees will be charged to the official or DIRCO should it become necessary to de-stuff a container before delivery to residence.

#### **3.4 Storage of household goods, including motor vehicles**

- 3.4.1 The Department is currently responsible for the payment of the cost incurred for storage in South Africa of the household goods and personally owned vehicles (maximum of two vehicles as well as any Auxiliary Towable Vehicles) of an official who has been transferred abroad for a tour of duty.
- 3.4.2 The Order for Service shall provide sufficient and accurate information, clearly stating the official’s storage allowances as well as the period of storage. Storage beyond the initial storage period must be approved through a revised Order for Service from the Department concerned. Any other storage charges beyond the approved period shall be for the private account of the official concerned.
- 3.4.3 The cost of delivering these household goods and motor vehicle(s) from storage upon the return of the official at the termination of the tour of duty abroad to the official’s accommodation is also included in the contract.
- 3.4.4 The storage facilities must –
- a) be guarded on a 24-hour basis by a professional security company registered with PSiRA (Private Security Industry Regulatory Authority) including security cameras, access control, armed response, on-site uniformed and equipped security personnel.
  - b) have fire/flood prevention mechanisms in place, duly approved by SABS/Security Association of South Africa.
  - c) have verification of the last 6 months’ pest control carried out;



- d) have a SAPS approved Weapon/Firearms and ammunition storage safe (Section 76 and 77 of the Firearms Control Act, 2000 – Act No. 60 of 2000) at no extra cost to DIRCO or the official.
- 3.4.5 The Service Provider shall provide a storage facility on its own premises that can accommodate all the standard 200 cuft pallets belonging to DIRCO officials, effective from the commencement of the contract, with annual proportionate increase over the remaining three years of the Contract. The Department does not guarantee a minimum storage volume at any time during the Contract. Individual items that cannot be stored in the standardised pallets, i.e. due to size or shape, should be wrapped in the appropriate protective packaging according to the nature and composition of the items, stored in a separate secured area within the storage facility and cross-referenced to the pallets for easy retrieval. Refer to Annexure F, Packing Specifications. .
- 3.4.6 The Service Provider is to provide for all vehicles and auxiliary towable vehicles in a designated enclosed storage facility on its own premises. Provision should also be made for an annual proportionate increase over the remaining years of the contract. The Department does not guarantee a minimum number of vehicles to be stored at any time during the Contract. The Service Provider does not assume responsibility for the mechanical maintenance of any vehicle entrusted to them for the said duration of storage.
- 3.4.7 Each vehicle shall physically be checked upon receipt in the presence of the departing official or his / her authorised representative and a detailed condition report shall be prepared by the Service Provider and signed by both the Service Provider and the departing official or his / her authorised representative. The condition report shall also include the kilometres (odometer reading) of the motor vehicle as well as a list of all the ancillary accessories and contents such as emergency tools. Each official or his / her authorised representative shall give written consent for the disconnection of the vehicle's battery for storage. The vehicle shall then be placed into storage. The vehicle shall be placed in a bay, or on a ramp or stacking device on blocks or trestles and shall be covered with a protective car cover while in store.
- 3.4.8 The Service Provider shall provide a transport service to an official on the initial transfer to and final return from abroad, including baggage, once their motor vehicle(s) has been delivered into storage or to retrieve the vehicle after final return from abroad. The said transport shall be to or from the storage facility to the official's head office, or residence, or O.R. Tambo International Airport (or Cape Town International Airport or King Shaka International Airport, Durban, where appropriate) within office hours, limited to the contractual radius of 100km, at no additional cost.
- 3.4.9 The Service Provider shall return the motor vehicle(s) and all household goods to the official; provided that the official may in writing authorise another person to retrieve the vehicle on his / her before.





- 3.4.10 Household goods to be returned to South Africa may only be stored after collection at Missions for that period whilst waiting for the very next available shipment and this normal logistical period does not incur any storage charges for the Department or the official being transferred back to South Africa. Motor vehicles may not be stored abroad at State expense at any time. No storage charges may accrue to the Department after collection of the goods or vehicle until shipment and final delivery of the consignment.
- 3.4.11 The Service Provider is expected to provide a Firearms and Ammunition storage which must be SAPS approved with an ammunition storage facility (Section 76 and 77 of the Firearms Control Act, 2000 – Act No. 60 of 2000) to accept officials' firearms and ammunition at no extra cost to DIRCO or the official. The removal contract includes the storage of registered firearms and ammunition of officials on transfer or of their registered dependents on transfer accompanying the official in line with SAPS rules and legislation, provided that the Order for Service (OFS) specifically includes the identification details of the firearms and ammunition in the Order. Officials whose firearm licenses are due to expire during their term at a Mission abroad must make their own timely arrangements for the renewal of the licenses before expiry. The Service Provider shall inform DIRCO six months prior to the expiry of a firearm licence of the owner's identity, the weapon in store and the date of expiry of the licence. The Service Provider shall liaise directly with the owner of the firearm(s) for the renewal of the relevant firearm licence(s) whilst in the care of the Service Provider.

### **3.5 Insurance of household goods and vehicle(s)**

- 3.5.1 Upon receipt of detailed inventories, the Service Provider shall arrange an All Risk Goods In-Transit Insurance Policy and an In-Storage Insurance Policy including a comprehensive Special Perils Extension based on replacement values at destination (inclusive of a once off administration fee) for all household effects as indicated by the official on transfer. It is a requirement of DIRCO that all transferred officials' effects being moved or stored by the Service Provider and/or its Agents shall be insured at replacement value at all times. The Service Provider shall provide a qualified and registered insurance assessor to assess the values of the insured goods and advise both DIRCO and the official of any over- or under-insurance prior to the issuance of the Policies.
- 3.5.2 All goods shall be insured against the risk of loss or damage during the process of packing, including wrapping, loading, conveying by any means, storing, unloading, unpacking, including unwrapping. The Service Provider shall further be liable for any loss or damage caused by any wilful or negligent act or omission of the Service Provider, its agent or its employees. The Service Provider should therefore ensure that it has and continually maintains adequate all risk insurance cover and Special Perils insurance for the duration of the contract period to defray any costs that might be incurred due to damage, theft or loss of freight and/or storage items.



- 3.5.3 The Service Provider shall insure the goods in transit at a percentage premium of the total value allowed for in the pricing schedule not exceeding 3% of the total replacement value. The Service Provider shall insure household goods and vehicles in storage at a percentage premium of the total value allowed in the pricing schedule of not more than of 3% per annum (or 0.25% per month) of the total replacement value (unless otherwise stated). Where necessary and in case of any disagreement, the Service Provider may request the relevant official to provide a certificate from a reputable and recognised insurance company, which may not be older than 6 months at the date of the removal, certifying the exact replacement value of the goods. Where the total replacement value is higher than that covered by the Department, the Service Provider shall agree with the official to make payment directly to the Service Provider for the balance of the premium according to the replacement value at the same insurance premium contracted to DIRCO.
- 3.5.4 In the event where motor vehicles are put into storage in the RSA (maximum of two), or transported to a different headquarters outside the country (maximum of one), or transported to South Africa from a different headquarters outside the country (maximum of one), it may be insured at State expense for the duration of such storage and/or transportation period, provided that -
- a) The vehicle(s) appears on the Order for Service and the insurance application;
  - b) The official and the Service Provider have signed a satisfactory detailed pre-shipment condition report;
  - c) A maximum value is determined as based on the current retail value of the vehicle as at the time of loading or on a Valuation Certificate from a reputable dealer or insurance company in South Africa. Where a vehicle is being shipped to South Africa from abroad and the purchase invoice is not indicative of the vehicle's current value, then a Valuation Certificate from a reputable dealer in South Africa should be obtained, failing which a Valuation Certificate from a reputable dealer in the country from where it is being shipped may be used as an indication of its replacement value. This should be confirmed by the vehicle's owner and included in the valued insurance inventory. The Service Provider must confirm the book value and confirm that the vehicle is neither over- nor under-insured. This will ensure that DIRCO is charged for insurance based on the actual market value as well as to inform the official on transfer of the insured value, if different from their original valued inventory.
  - d) Insurance at State expense shall take effect as from the date of delivery up until the date of collection by the owner or as instructed by DIRCO, whichever is the earliest.
- 3.5.5 The Service Provider shall provide DIRCO with a copy of each individual insurance policy as and when issued for a particular consignment as well as monthly confirmation from the insurance broker that all insurance premiums have been paid in full by the Service Provider.



A confirmation of bulk storage insurance over all household goods and vehicles stored for DIRCO and its officials must be submitted monthly in respect of goods in store at any location.

- 3.5.6 DIRCO reserves the right to renegotiate the percentage premium with the Service Provider to ensure that the premium is a market-related one for the services rendered.

#### **4 CONTRACT CONDITIONS**

- 4.1 Upon formal approval of the Contract<sup>1</sup> and prior to the commencement of the Contract, the successful bidder(s)<sup>2</sup> shall be required to sign the General Conditions of Contract<sup>3</sup>, the Special Conditions of Contract contained in Annexure A and a Service Level Agreement<sup>4</sup>.
- 4.2 This Contract shall be non-exclusive and DIRCO reserves the right at any time, including during the term of this Contract, to enter into any agreements or arrangements with any other entities or persons for performance of all or any part of these services. DIRCO shall not incur liability to the appointed Service Provider(s) by virtue of its entry into any such agreements or arrangements.
- 4.3 In accordance with Treasury Instruction Note dated 31 May 2011, paragraph 3.9.5, this Specific Term Contract shall be excluded from value limits as orders shall be placed as and when services are required and that at the time of awarding the Contract, exact required quantities shall not be known. DIRCO shall therefore not guarantee to the successful bidder(s) any monetary value or minimum quantity of any services to be provided under the Contract and DIRCO shall not be under any obligation to order a minimum quantity of services from the successful bidder(s) under the Contract. DIRCO shall further not be obliged to make use of every service for which is tendered. Any quantities and/or volumes requested or indicated in the pricing schedule are for comparative bid purposes only. The delivered price shall be strictly for the actual quantity and/or volume ordered.
- 4.4 It is expected that the successful bidder(s) is fully aware of import/export requirements and restrictions applicable to each of the various destinations and it is incumbent on the successful bidder(s) to advise DIRCO, its Missions and the official of any and all such country requirements and restrictions in a timely manner to avoid surcharges and/or penalties, supported by the relevant documentary evidence if and when requested by DIRCO.

#### **5 EVALUATION CRITERIA**

<sup>1</sup> Contract – means the agreement, which results from the acceptance of the bid.

<sup>2</sup> In case of a Joint Venture both parties shall be “jointly and severally” liable for any contractual breach or professional liability.

<sup>3</sup> The General Conditions of Contract as determined by National Treasury

<sup>4</sup> Service Level Agreement – Negotiated agreement between DIRCO and Service Provider(s) that will record a common understanding about services, priorities, responsibilities, guarantees, and warranties. Each area of service scope shall have the “level of service” defined.



All bids received will be evaluated in three phases, specifically **Administrative compliance, functionality Criteria and Price and BEE**

### 5.1 Phase 1 - Administrative Compliance

Bidders must comply with all the minimum requirements in order to qualify for the next stage of the evaluation process. The minimum requirements which must be fully and comprehensively completed are as follows:

	Documentation that must be submitted	Non-submission of all required documentation may result in disqualification	
5.1.1	Completed and signed Standard Bid Documents SBD 1, SBD 4  Where Joint Ventures are involved, each of the parties to the Joint Venture must submit all the following mandatory documents: <ul style="list-style-type: none"><li>• SBD4,</li></ul>	YES	In the event a bidder fails to submit the completed documents at the time of submitting the proposal, a Bidder will be requested to submit the documents within 3 days from the date of request; failure to submit the documents will disqualify the bidder
5.1.2	Completed and signed Standard Bid Documents SBD 6.1	NO	Completed and signed SBD 6.1 PPR specific goal points will be allocated to bidders on submission of the following documentation or evidence:  A duly completed and signed Preference Point Claim Form: SBD 6.1; and  In case of a Joint Venture a joint BBBEE certificate that indicate the identified specific goals must be submitted.  Failure to submit the signed documents will not be a disqualifying factor but will result in forfeiting points on specific goals.
5.1.2	<ul style="list-style-type: none"><li>• TCBD 1 - Authorisation Declaration from 3<sup>rd</sup> Party</li></ul>	YES	DIRCO reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and should the information be found to be false or incorrect, DIRCO will exercise any of the remedies available to it in the bid documents, including disqualification of the bid or, if the



			tender was awarded to the errant bidder, cancellation (without further notice) of any contract so concluded
5.1.3	<p><b>Tax compliance Status on CSD</b></p> <p>Where Joint Ventures / Sub-contractors are involved, their tax compliance status will also be verified through the Central Supplier Database.</p>	YES	<p>In the event where the Bidder submits a hard copy of a Tax Clearance Certificate, the CSD verification outcome conducted by DIRCO will take precedence.</p> <p>At the time of submission of the bid, the bidder must submit a tax compliance status.</p> <p>In the event the bidder is not tax compliant at the time of submission of the proposal, the bidder will be notified in writing of their non-compliance status and will be given 7 working days to submit proof from SARS of their tax compliance status</p> <p>The bidder will be disqualified should they fail to provide written proof of their tax compliance status after 7 days of notification</p>
5.1.4	It is expected that the bidder/s will provide a detailed proposal which will itemise all costs on services related to the event as indicated in the specifications (VAT inclusive); SBD 3.1 and 3.2	YES	The acceptance of a bidder's bid shall bind such bidder to its bid, but DIRCO shall not be bound by any special conditions or terms included by the bidder in its bid, unless such condition or term is subsequently incorporated into a written contract with DIRCO.
5.1.5	In case of Joint Venture arrangement, a signed Joint Venture Agreement must be attached. The Joint Venture Agreement must indicate the respective interests of each party and their respective rights and responsibilities.	YES	The Joint Venture Agreement shall impose no duties upon DIRCO, but DIRCO shall be entitled to hold the Joint Venture and the parties to the Joint Venture bound by its terms.
5.1.6	Attendance of a compulsory briefing session.	YES	



5.1.7	<p>Registration on Central Supplier Database (CSD)</p> <p>Where Joint Ventures / Sub-contractors are involved, <i>each party must be registered</i> on the Central Supplier Database.</p>	YES	<p>Bidders must be registered as a Service Provider on the Central Supplier Database (CSD) in the industry / field to which this bid applies. 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</p>
5.1.8	<p>The audited financial statements for the past two (2) years.</p> <p>The submission of the audited financial statements must be in relation to a company incorporated in RSA</p> <p>Where Joint Ventures are involved, each party to the Joint Venture <i>must submit</i> its own audited financial statements for the past two (2) years.</p>	YES	<p>This is also applicable to private companies</p>
5.1.9	<p>Bidders to provide a commitment letter that indicates that should they be successful, 30% of the contract will be sub-contracted to Qualifying Small Enterprise (QSE) or Exempt Micro Enterprise (EME).</p>	YES	<p>Bidders who are successful shall provide DIRCO with a written contract concluded with the QSE or EME within one month of the date of award of the bid and such contract shall identify the rights, roles and responsibilities of the QSE or EME. Failure to comply with this requirement within the stipulated time period or such extended time period as may be negotiated with DIRCO, shall entitle DIRCO to cancel the contract concluded with the successful bidder.</p>
5.1.10	<p>On-site SARS approved Bonded Storage for transfer in and out of South Africa (SARS/ customs certification).</p> <p>Where Joint Ventures are involved, <i>each part to the Joint Venture must submit</i> their own On-site SARS approved Bonded</p>	YES	<p>Area designated and approved by the Customs Authorities for the storage of household goods pending customs clearance. (Contents of which are recorded in an in-bond warehouse register)</p>



Terms of Reference for Contract: DIRCO:

	Storage for transfer in and out of RSA (SARS/ customs certification).		
5.1.11	Fire Certificate for local storage  The bidder to provide valid fire compliance certificates for all storages to be used	YES	Fire/Flood prevention system. Approved by SABS/Security Association of South Africa
5.1.12	SAPS Approved Weapon/ Firearm and Ammunition storage Certificate  The bidder to provide the SAPS Approved Weapon/ Firearm and Ammunition storage Certificate for all the storages to be used.	YES	In accordance with Section 76 and 77 of the Firearms Control Act, 2000 – Act No 60 of 2000)

## 5.2 Phase 2 – Functionality Criteria (Paper evaluation and Site visit)

All Bidder(s) are required to respond to the below evaluation criteria;

- Paper Evaluation – Bidder(s) will be evaluated out of 50 points
- Site visit– Bidder(s) will be evaluated out of 50 points
- All service providers who scored less than 70% on Paper Evaluation and 70% site visit will not be considered for Price and BEE

### Paper Evaluation

A panel shall evaluate all bids received on the functionality criteria as reflected below.

For purposes of comparison and in order to ensure a meaningful evaluation, bidders shall be required to furnish detailed information in substantiation of compliance to the evaluation criteria:

ITEM	FUNCTIONALITY CRITERIA	WEIGHT
5.2.1	<p><u>Capacity to deliver</u></p> <p>1.Dedicated, experienced Management and Support Team to deal exclusively with DIRCO and Partner Departments' transfers consisting of :</p> <p>(a)DIRCO Contract Manager with a minimum of three (3) years International removals experience (must be supported with a Curriculum Vitae with contactable references).</p> <p><u>Evaluation Matrix:</u>            No proof of experience = 0 points            1 to 2 years' experience = 1 point            3 years' experience = 3 points            4 years' experience = 4 points</p>	5



ITEM	FUNCTIONALITY CRITERIA	WEIGHT
	<p>6 and more years' experience = 5 points</p> <p>(b) Operations Manager / Storage Manager with a minimum of 3 years International removals experience as Operations Manager (must be supported with a Curriculum Vitae)</p> <p><u>Evaluation Matrix:</u></p> <p>No proof of experience = 0 points</p> <p>1 to 2 years' experience = 1 point</p> <p>3 years' experience = 3 points</p> <p>4 years' experience = 4 points</p> <p>5 and more years' experience = 5 points</p>	5
	<p>2. Dedicated, experienced accounting support team to deal exclusively with DIRCO and Partner Departments' transfers consisting of :</p> <p>(a) Account Administrators (at least 2)</p> <p><u>Evaluation Matrix:</u></p> <p>No proof of Account administrator = 0 points</p> <p>1 Account Administrators = 1 point</p> <p>2 Account Administrators = 3 points</p> <p>3 Account Administrators = 4 points</p> <p>4 and more Account Administrators = 5 points</p>	5
	<p>3. Dedicated, experienced Operations Team to deal with DIRCO and Partner Departments' transfers consisting of:</p> <p>(a) Pre-move Surveyors (at least 2 persons)</p> <p><u>Evaluation Matrix:</u></p> <p>No proof of Pre-move surveyor = 0 points</p> <p>1 Pre-move Surveyors = 1 point</p> <p>2 Pre-move Surveyors = 3 points</p> <p>3 Pre-move Surveyors = 4 points</p> <p>4 Pre-move Surveyors and more = 5 points</p>	5
	<p>(b) Move Coordinators (at least 5 persons)</p> <p><u>Evaluation Matrix:</u></p> <p>No proof of move coordinators = 0 points</p> <p>1 to 2 Move Coordinators = 1 point</p> <p>3 to 4 Move Coordinators = 2 points</p> <p>5 Move Coordinators = 3 points</p> <p>4 Move Coordinators = 4 points</p> <p>7 and more Move Coordinators = 5 points</p>	5





ITEM	FUNCTIONALITY CRITERIA	WEIGHT
	<p>( c) Packing Crews (at least 5 crews)</p> <p><u>Evaluation Matrix:</u></p> <p>No proof of packing crew = 0 points</p> <p>1 to 2 packing Crew = 1 point</p> <p>3 to 4 Packing Crews = 2 points</p> <p>5 Packing Crews = 3 points</p> <p>6 Packing Crews = 4 points</p> <p>7 and more Packing Crews = 5 points</p>	5
5.2.2	<p>Minimum of 4 years international removal experience of the bidder(s). Contactable references/testimonials letters should be provided:</p> <p><u>Evaluation Matrix:</u></p> <p>0 Testimonials/reference letters = 0 points</p> <p>1-2 Testimonials/reference letters = 2 points</p> <p>3-4 Testimonials/reference letters = 3 points</p> <p>5-6 Testimonials/reference letters = 4 points</p> <p>7 or more Testimonials/reference letters = 5 points</p>	5
5.2.3	<p>Membership/Accreditation<sup>5</sup> to a registered reputable international industry organization with proof of valid annual membership/certification submitted with the bid.</p> <p><u>Evaluation Matrix:</u></p> <p>Membership/accreditation certificate not submitted = 0 points</p> <p>Membership/accreditation certificate submitted = 5 points</p>	5
5.2.4	<p>Membership/Accreditation<sup>6</sup> to a registered reputable domestic industry organization with proof of valid annual membership/certification submitted with the bid.</p> <p><u>Evaluation Matrix:</u></p> <p>Membership/accreditation certificate not submitted = 0 points</p> <p>Membership/accreditation certificate submitted = 5 points</p>	5
5.2.5	<p>Intercontinental footprint with recognised and accredited local agents for transfers out of RSA</p> <p>At least 4 Confirmation/referral letters of an extensive international network of recognised and accredited local agents (at least one from each region – Americas, Europe, Asia and Africa) abroad that can manage the imports/exports of household goods and vehicles of South African diplomatic personnel- to or from all South African Mission locations efficiently and without delays.</p>	5

<sup>5</sup> Accreditation - registration to a recognized registered International Organization for a minimum of 12 calendar months, preceding the commencement of the contract

<sup>6</sup> Accreditation - registration to a recognized registered International Organization for a minimum of 12 calendar months, preceding the commencement of the contract



ITEM	FUNCTIONALITY CRITERIA	WEIGHT
	<p><u>Evaluation Matrix:</u></p> <p>Non-submission of confirmation letter= 0 points</p> <p>Submission of 1 letter (1 from any region)= 1 points</p> <p>Submission of 2 letters(1 from each region) = 2 points</p> <p>Submission of 3 letters(1 from each region) = 3 points</p> <p>Submission of 4 letters(1 from each region) = 4 points</p> <p>Submission of 2 or more letters from each region= 5 points</p>	
	<b>TOTAL</b>	<b>50</b>

A bidder(s) that scores less than 70% (35 points) in respect of paper evaluation shall be regarded as submitting a non-responsive bid and will be disqualified.

### 5.3 Site Visit

The bidder(s) shall have to present a process flow with timelines of how the process will unfold from the time an order is placed to final delivery of the personal effects for both international and domestic moves based on the packing specifications, as part of the pricing schedule, Annexure B and C.

ITEM	DESCRIPTION	WEIGHT
5.3.1	<p>Demonstration of storage facility that can accommodate the standard 200cuft pallets of all DIRCO officials being transferred abroad from the commencement of the contract with annual proportionate increase over the remaining years of the Contract.</p> <p><u>Evaluation Matrix:</u></p> <ul style="list-style-type: none"><li>• <u>Storage facility not in line with requirements listed in 5.3.1= 0 points</u></li><li>• <u>Storage facility in line with all the requirements listed in 5.3.1= 5 points</u></li></ul>	5
5.3.2	<p>Demonstration of the Household Goods storage facility must</p> <p>(i)-be guarded on a 24 hour basis by a professional security company<sup>7</sup> including:</p> <ul style="list-style-type: none"><li>a. security cameras,</li><li>b. access control,</li><li>c. armed response,</li><li>d. on-site uniformed and equipped security personnel;</li></ul>	10

<sup>7</sup> Professional security company accredited to PSIRA - a business corporation, which provides armed and unarmed security services and expertise to private and public clients



ITEM	DESCRIPTION	WEIGHT
	<p>(ii)-have fire/flood prevention mechanism in place, duly approved by SABS/Security Association of South Africa (in the form of a compliance certificate).</p> <p>(iii)-have verification of the last 6 months' pest control carried out (in the form of a compliance certificate)</p> <p><b>Evaluation Matrix</b></p> <ul style="list-style-type: none"><li>• <b>Household Goods storage facility not in line with requirements listed 5.3.2= 0 points</b></li><li>• <b>Household Goods storage facility in line with all requirements listed 5.3.2= 5 points</b></li></ul>	
5.3.3	<p>Demonstration of a Storage facility that can accommodate all Vehicles/towable<sup>8</sup> vehicles of DIRCO officials being transferred abroad in an enclosed vehicle storage facility, effect from the commencement of the contract, with annual proportionate increase over the remaining three (3) years of the Contract.</p> <p><b>Evaluation Matrix:</b></p> <ul style="list-style-type: none"><li>• <b><u>Storage facility not in line with requirements= 0 points</u></b></li><li>• <b><u>Storage facility in line with all requirements = 5 points</u></b></li></ul>	5
5.3.4	<p>Demonstration of the vehicle storage facility must:</p> <p>(i)-Be guarded on a 24 hour basis by a professional security company<sup>9</sup> including:</p> <ol style="list-style-type: none"><li>a. security cameras,</li><li>b. access control,</li><li>c. armed response,</li><li>d. on-site uniformed and equipped security personnel</li></ol> <p>(ii)-have prevention of dust accumulation measures in place</p> <p>(iii)-have fire/flood prevention mechanism in place, duly approved by SABS/Security Association of South Africa (in the form of a compliance certificate).</p> <p>(iv)-have verification of the last 6 months' pest control carried out (in the form of a compliance certificate)</p> <p><b>Evaluation Matrix:</b></p> <ul style="list-style-type: none"><li>• <b>Vehicle storage facility not in line with requirements listed in 5.3.4= 0 points</b></li><li>• <b>Vehicle storage facility in line with all requirements listed in 5.3.4 = 5 points</b></li></ul>	10

<sup>8</sup> Auxiliary Towable Vehicle-A Road vehicle which is not powered by an engine and which requires to be towed by a motorized vehicle [e.g. caravan, camper, trailer, motorboat, sailing boat, rowing boat, wave runner]

<sup>9</sup> Professional security company accredited to PSiRA - a business corporation, which provides armed and unarmed security services and expertise to private and public clients



ITEM	DESCRIPTION	WEIGHT
5.3.5	<p>Demonstration of SAPS approved Weapon/Firearms and ammunition storage facility (Section 76 and 77 of the Firearms Control Act, 2000 – Act No. 60 of 2000) at no extra cost to DIRCO or official.</p> <p><b>Evaluation Matrix:</b></p> <ul style="list-style-type: none"><li>• SAPS approved Weapon/Firearms and ammunition storage facility not available = 0 points</li><li>• SAPS approved Weapon/Firearms and ammunition storage facility available = 5 points</li></ul>	5
5.3.6	<p><b>Removal/delivery vehicles</b> equipped with hydraulic lifts for heavy items, a GPS system, toolboxes and trolley(s) used for transporting heavy or large items.</p> <p><b>Evaluation Matrix:</b></p> <ul style="list-style-type: none"><li>• Removal/ delivery vehicles not in line with requirements = 0 points</li><li>• Removal/ delivery vehicles in line with all requirements = 5 points</li></ul>	5
5.3.7	<p>Demonstration of computerised in-house tracking system to track air-, sea- and road consignments from point of packing to final destination. The system must include factors such as (i) security-guaranteed passwords, (ii) departure dates (iii) arrival dates (iv) times of departure and arrival (v) be accessible to DIRCO officials and (iv) be accompanied by references from other clients regarding the tracking system.</p> <p><b>Evaluation Matrix:</b></p> <ul style="list-style-type: none"><li>• Computerised in-house tracking system not in line with all requirements listed in 5.3.7= 0 points</li><li>• Computerised in-house tracking system in line with all requirements in 5.3.7 vehicle facility = 5 points</li></ul>	5
5.3.8	<p>Demonstration of Accounting System must be able to demonstrate the following:</p> <ul style="list-style-type: none"><li>• Printable detailed month-end statements, reconciliations and statements of storage of each household goods and vehicle/towable vehicles;</li><li>• Printable detailed month-end statements, reconciliations and statements of consignments dispatched by air, sea or road, plus insurance <b>per household and consolidated.</b></li></ul> <p><b>Evaluation Matrix:</b></p> <ul style="list-style-type: none"><li>• Accounting System not in line with all requirements listed in 5.3.8 = 0 points</li><li>• Accounting System in line with all requirements listed in 5.3.8 = 5 points</li></ul>	5
	<b>TOTAL</b>	<b>50</b>



A bidder(s) that scores less than 70% (35 points) in respect of the **site visit** - shall be regarded as submitting a non-responsive bid and will be disqualified.

#### **5.4 Phase 3 – Pricing: Guidelines for Costing**

5.4.1 The bidder(s) must:

5.4.1.1 Price the services to be rendered according to the items listed below (refer to 5.4.3) and according to the attached pricing schedule;

5.4.1.2 Provide pricing for Transit Insurance for each consignment (consignments for international shipment as well as consignments for storage) from collection to store and redelivery as well as when shipments are being forwarded abroad until said delivery is made to the official;

5.4.1.3 Provide pricing for Transit Insurance for each consignment from point of collection/ packing to delivery/ unpacking for all domestic moves.

5.4.2 To enable DIRCO to calculate and evaluate costing the following weights will be allocated to the following cost:

Freight Related Services	50
Transit Insurance	10
Storage insurance	10
<u>Storage</u>	<u>30</u>
Total	100

5.4.3 Pricing schedules shall be completed as per attached Annexure B, SBD 3.1. and Annexure C, SBD 3.2.

#### **Item 1.0 INBOUND (MISSION TO HEAD OFFICE)**

**Item 1.1 20ft/40ft Containers equivalent to (32,85/66,83 cubic metres)**

**Item 1.2 Airfreight Various**

#### **Item 2.0 OUTBOUND (HEAD OFFICE TO MISSION)**

**Item 2.1 20ft/40ft Containers equivalent to (32,85/66,83 cubic metres)**

**Item 2.2 Airfreight Various**

#### **Item 3.0 AIRFREIGHT FOOD CONCESSION**

#### **Item 4.0 COMPREHENSIVE INSURANCE**



## Item 5.0 STORAGE RSA

## Item 6.0 TRANSPORT TO ALL LOCATIONS WITHIN THE RSA

**NOTE: EVERY ITEM MUST BE COSTED. FAILURE TO COMPLY WILL RESULT IN YOUR BID BEING DISQUALIFIED.**

- 5.4.4 Shipping lines accredited to the World Shipping Council should be used in respect of all quoted routes – see pricing schedule, Annexure G: Shipping Lines for details requested.

## 5.5 Preferential Procurement Point System

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

**Table 1 (90/10): Specific goals for the tender and points claimed are indicated per the table below.**

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

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



1-40	1	
0	0	
<b>Percentage (%) Ownership by Disability</b>	<b>Points (1)</b>	
1-100	1	
0%	0	

## 6 **RESPONSIVE FIELDS**

6.1 Bidders are required to submit responsive bids by completing all the prices and mandatory response fields on the provided pricing schedule for the individual items. Refer to Pricing Schedule – Annexure B and C.

6.2 Non-compliance with this condition may invalidate the bid for the item(s) concerned.

## 7 **AUTHORISATION DECLARATION**

7.1 DIRCO reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and should the information be found to be false or incorrect, DIRCO will exercise any of the remedies available to it in the bid documents, including disqualification of the bid or, if the tender was awarded to the errant bidder, cancellation (without further notice) of any contract so concluded

7.2 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. The third party would constitute a subcontractor and no agreement between the bidder and the third party will be binding on DIRCO.

7.3 Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), in accordance with the above provisions will invalidate the bid for such services offered.

## 8 **VALUE ADDED TAX**

8.1 All bid prices must be inclusive of 15% Value-Added Tax.

8.2 Failure to comply with this condition may invalidate the bid.

## 9 **SUBMISSION OF BIDS**

9.1 After completing the pricing schedules electronically, the electronic version of the pricing schedule must be printed, signed and submitted together with the remaining bid documents



which will serve as the hard copy of the bid. Bidders must further initial each page of the bid document on the top right hand corner.

- 9.2 The Service Provider will be expected to submit the pricing schedules on a Flash Drive.
- 9.3 Each bid must be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder(s), the bid number and the closing date must be clearly endorsed.
- 9.4 The bid documents must be lodged per hand in the tender box at DIRCO main gate:

**Tender Box OR Tambo Building  
Department of International Relations and Cooperation  
460 Soutpansberg Road  
Rietondale  
Pretoria  
0001**

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

#### **10 CONTACT DETAILS FOR SUPPORT ON SUBMISSION OF BIDS AND TECHNICAL ASSISTANCE**

- 10.1 A briefing session will be held via Microsoft Teams on **15 October 2024** from 10:00 and interested bidders are invited to attend.
- 10.2 For further technical assistance bidders can direct their inquiries to Supply Chain Management via email following officials:

- Socikwa N  
TEL: 012 351 1994  
Email: [socikwan@dirco.gov.za](mailto:socikwan@dirco.gov.za)  
Fax: 012 329 1267
- Seema Chris  
Tel: 012 351 9198  
Email: [seeman@dirco.gov.za](mailto:seeman@dirco.gov.za)

#### **11 LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder.

#### **12 COUNTER CONDITIONS**





Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids. DIRCO's decision in this regard shall be final.

### **13 FRONTING<sup>10</sup>**

- 13.1 DIRCO supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background DIRCO condemns any form of fronting.
- 13.2 DIRCO, in ensuring that bidders conduct themselves in an honest manner may, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting as issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder(s) / Service Provider(s) to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may (at the sole discretion of DIRCO) invalidate the bid / contract and may also result in the restriction of the bidder(s) / Service Provider(s) to conduct business with DIRCO for a period not exceeding ten

<sup>10</sup> The term 'fronting practice' is defined in section 1 of the Broad-based Black Economic Empowerment Act, 53 of 2003 as a transaction, arrangement or other act or conduct that directly or indirectly undermines or frustrates the achievement of the objectives of this Act or the implementation of any of the provisions of this Act, including but not limited to practices in connection with a B-BBEE initiative-

- (a) in terms of which black persons who are appointed to an enterprise are discouraged or inhibited from substantially participating in the core activities of that enterprise;
- (b) in terms of which the economic benefits received as a result of the broad-based black economic empowerment status of an enterprise do not flow to black people in the ratio specified in the relevant legal documentation;
- (c) involving the conclusion of a legal relationship with a black person for the purpose of that enterprise achieving a certain level of broad-based black economic empowerment compliance without granting that black person the economic benefits that would reasonably be expected to be associated with the status or position held by that black person; or
- (d) involving the conclusion of an agreement with another enterprise in order to achieve or enhance broad-based black economic empowerment status in circumstances in which-
  - (i) there are significant limitations, whether implicit or explicit, on the identity of suppliers, service providers, clients or customers;
  - (ii) the maintenance of business operations is reasonably considered to be improbable, having regard to the resources available;
  - (iii) the terms and conditions were not negotiated at arm's length and on a fair and reasonable basis;

NB: Fronting is a criminal offence in terms of section 130(1)(d) of the Broad-based Black Economic Empowerment Act. In terms of section 130(3)(a) any person convicted of fronting is liable to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person, to a fine not exceeding 10 per cent of its annual turnover.



years, in addition to any other remedies DIRCO may have against the bidder(s) / Service Provider(s) concerned.

#### **14 SUPPLIER DUE DILIGENCE**

DIRCO reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.

#### **15 COMMUNICATION**

15.1 DIRCO may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

15.2 Any communication to any government official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder may (at the sole discretion of DIRCO) result in the disqualification of the bidder.

15.3 All communication between the bidder and DIRCO must be done in writing.

#### **16 NON- COMMITMENT**

16.1 The right is reserved not to accept any of the bids.

16.2 The right is also reserved to withdraw or amend any of the bid conditions by notice in writing to all bidders.

### **SECTION B**

#### **17 CONTRACT PERIOD AND PENALTIES**

17.1 The contract period shall be for a **period of forty-eight (48) months**.

17.2 Due to the risk and complexity of moving the household goods and motor vehicle(s) of officials abroad from one service provider to another and the insurance implications, household goods and vehicles placed in store during the period of the contract, the household goods and motor vehicles placed in storage shall remain in storage under the same terms and conditions of the contract until the return of the official from abroad unless the Service Provider is otherwise instructed by the Department. Thus, notwithstanding the contractual term of forty-eight (48) months, the successful Service Provider may be required to keep the household goods and motor vehicle(s) in storage for a period exceeding the conclusion of the forty-eight (48) month duration; provided that no household goods and motor vehicle(s) will, other than such household goods and vehicle(s) included in a Pre-move Survey, be **received** into storage after the conclusion of the forty-eight (48) month period.



17.3 The service provider shall return the household goods and / or motor vehicle(s) to the official or his / her authorised agent in the Mission abroad by the agreed period; provided that any authorisation granted in terms of this clause shall be in writing.

17.4 The shipping and delivery of goods to the officer in the Mission abroad should usually take no more than three months from the date of collection and never exceed six (6) months unless instructed by the Department to delay shipment pending the identification of accommodation or abroad or for any other reason, in which case no storage costs shall accrue whilst the goods are awaiting shipment.

17.5 If the supplier fails to deliver any or all of the household goods or motor vehicle(s) or to perform the services within the period (s) specified in Clause 17.4 above, deduction from the contract price, as a penalty, a sum calculated on the delivered price of the delayed or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance will be invoked.

## **18 PARTICIPATING GOVERNMENT DEPARTMENTS / INSTITUTIONS**

Treasury Regulation 16.A6.6 stipulates that an Accounting Officer or authority may on behalf of the Department, constitutional institution or public entity, participate in any contract arranged by means of a competitive bidding process by any other organ of state, subject to written approval of such organ of state and the relevant contractor.

## **19 AWARD CONDITIONS**

DIRCO reserves the right to award the contract to more than one contractor for the same item or service where it is cost effective to do so or for operational reasons.

## **20 PRICING STRUCTURE**

20.1 Prices submitted for this bid must be filled in on the field provided on the pricing schedules supplied with the bid. Prices are to be quoted in South African Rand and are to be rounded off to the nearest Rand; a quoted insurance premium is to be rounded off to a maximum of two decimal points.

20.2 The successful bidder(s) will be liable for possible "empty running" in travelling from its premises to the pick-up point and returning from the delivery point.

20.3 A percentage premium for insurance up to a maximum of 3% of the total replacement value of the goods to be transported must be indicated in the space provided for in the pricing schedule. This applies to both freight /cargo and storage. The insurance premium quoted will be taken into account during the bid evaluation.



20.4 Price structures that do not comply with the requirement of paragraph 20.1 above may invalidate the bid.

## 21 NEGOTIATIONS

DIRCO reserves the right to negotiate with the bidder(s) prior to award or the Service Provider(s) after the award, provided only that any such negotiations are confined to terms and conditions that are advantageous to DIRCO.

## 22 CONTRACT PRICE ADJUSTMENTS

### 22.1 Formula

- 22.1.1 Prices submitted for this bid will be regarded as non-firm and subject to adjustment(s) in terms of the following formula, defined areas of cost and defined periods of time.
- 22.1.2 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.
- 22.1.3 The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

$Pa = (1 - V)Pt(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o} + D5\frac{R5t}{R5o}) + VPt$		
Pa	=	The new adjusted price to be calculated
V	=	Fixed portion of the bid price (15% or 0.15)
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price
(1 - V)Pt	=	Adjustable portion of the bid price (85% or 0.85).
D1 - Dn	=	Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%).
R1t - Rnt	=	End Index. Index figure obtained from the index at the end of each adjustment period.
R10 - Rno	=	Base Index. Index figure at the time of bidding.
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment.



## 22.2 22.2 Formula component definitions

### 22.2.1 Adjustable amount

The adjustable amount is the portion of the bid price which is subject to adjustment. In this bid the adjustable amount is 85% of the original bid price. For example, if the bid price is R1000, then only R850 will be subject to adjustment.

### 22.2.2 Fixed portion

The fixed portion represents those costs which will not change over the adjustment period and DOES NOT represent the profit margin. In this bid the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract period.

### 22.2.3 Cost components and proportions

22.2.3.1 The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the contract price of each of these cost components.

22.2.3.2 Bidders are requested to submit the cost breakdown of the bid price for each cost item with their bid. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document. Bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.

In this bid the following cost components will be used to calculate contract price adjustments for Freight:

Cost Component	% Contribution	
	International	Domestic
D1 – Fuel		
D2 – Labour <sup>11</sup>		
D3 – Packaging		
D4 – Freight excluding fuel		
D5 – Other (please specify, if any)		
D6 – Other (please specify, if any)		
D7 – Other (please specify, if any)		
D8 – Other (please specify, if any)		

<sup>11</sup> In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.



<b>TOTAL (Cost components must add up to 100%)</b>	<b>100</b>	<b>100</b>
--	------------	------------

#### 22.2.4 Applicable indices / references

22.2.5 The applicable index refers to the relevant market index, which is a true reflection of price movement(s) in the cost over time. In this bid the following indices or reference will be applicable:

Cost Component	Index Publication	Index Reference
D1 – Fuel	Mineral and Energy Statistics	Transport
D2 – Labour	STATS SA P0141 (CPI) TABLE E OR Labour agreement1	All Items OR Labour agreement to be provided
D3 – Packaging	STATS SA P0141 (CPI) Table 1 “Paper And Printed Products”	Related packing and plastic products
D4 – Freight excluding fuel (operating costs)	Local: Road Freight Association International:	Freight costs Letter from RFA to confirm
D6 – Other (please specify, if any)		
D7 – Other (please specify, if any)		
D8 – Other (please specify, if any)		

**Storage price adjustment will be calculated according to STATS SA P0141 (CPI) TABLE E**

#### 22.2.6 Base Index Date

The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date will be effected on a yearly basis. It will start from every (12) months from the end of the first (12) months from the commencement date of the Contract.

#### 22.2.7 End Index Date

The end index dates are the dates at predetermined points in time during the contract period. In this bid the end indices are defined in the next paragraph (Price Adjustment Periods).

#### 22.2.8 Price Adjustment Periods

22.2.8.1 Price Adjustment shall be applied on an annual basis at the anniversary of the contract from the date of appointment.



Adjustment to contract, prices will be effected on a yearly basis and will be applied for at the following dates:

Adjustment	CPA application to reach the office at the following dates	End Index date	Dates from which adjusted prices will become effective	Dates until which adjusted prices will be effective
1 <sup>st</sup> Adjustment	DD/MM/YYYY	Last day of the month preceding the appointment month	Twelve months after the commencement date	DD/MM/YYYY
2 <sup>nd</sup> Adjustment	DD/MM/YYYY	12 months after the previous end index date	Twelve months after the first adjustment	DD/MM/YYYY
3 <sup>rd</sup> Adjustment	DD/MM/YYYY	12 months after the previous end index date	Twelve months after the second adjustment	DD/MM/YYYY

### 22.3 General

- 22.3.1 Applications for price adjustment must be accompanied by authoritative documentary evidence in support of any adjustment.
- 22.3.2 CPA applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.
- 22.3.3 In the event where the supplier's CPA application, based on the above formula and parameters, differs from DIRCO's verification, DIRCO will consult with the Service Provider(s) to resolve the differences.
- 22.3.4 Bidders are referred to paragraph 12 regarding Counter Conditions.
- 22.3.5 DIRCO reserves the right to grant or not to grant price adjustments.

## 23 PACKING MATERIAL

### 23.1 General



- 23.1.1 Suitable international level export-wrap packing material (wrapping plastics, boxes etc.), which will ensure that the goods arrive in the exact state as when it was originally packed, must be used when either freight/cargo and/or personal household goods are packed at the expense of the Service Provider(s). Refer to the minimum packing standards specified in Annexure F.
- 23.1.2 Arrangements for specialised wrapping/storage can be made and agreed upon by both parties. The official being transferred may be liable for special wrapping/storage requirements in excess of the Department's requirements.

## **24 SHIPPING CONTAINERS**

- 24.1 The containers must maintain the quality, safety and stability of its contents. Containers should withstand the mechanical hazards of handling, transport and storage, prevent leakage, and provide an appropriate level of protection from environmental conditions or contact with metal where relevant.
- 24.2 Conditions of the container must be acceptable to the official on transfer both at collection and at the point of delivery. The materials of construction must have no chemical or physical effect on the goods.
- 24.3 Products are to be packed in suitable containers in such a manner as to ensure adequate protection against deterioration in storage from the effect of heat, light and/or moisture. Refer to Annexure F

## **SECTION C**

### **25 ROLES AND RESPONSIBILITIES**

#### **25.1 Contract Administration**

- 25.1.1 The administration and facilitation of the contract will be the responsibility of the Supply Chain Management Unit of the Department of International Relations and Cooperation and all correspondence in this regard must be directed to the following email address:
- 25.1.2 The Chief Directorate: Supply Chain Management via email: [socikwan@dirco.gov.za](mailto:socikwan@dirco.gov.za)  
fax: 012 329 1267 or by telephone at 012 301 8536 /1286
- 25.1.3 The Service Provider(s) must advise the Chief Directorate: Supply Chain Management immediately when unforeseeable circumstances will adversely affect the execution of the





contract. Full particulars of such circumstances as well as the period of delay must be furnished.

## **25.2 Supplier Performance Management**

25.2.1 Supplier performance management will be the responsibility of the Human Resources Sub-directorates: Transfer Assistance and Contract Management and where supplier performance disputes cannot be resolved between the Service Provider(s) and the relevant purchasing institution, the Chief Directorate: Supply Chain Management must be informed for corrective action. Refer to paragraph 27 herein as well as the National Treasury's General Conditions of Contract, paragraph 27 for more information in this regard.

## **25.2.2 Placement of Orders and Payments**

Orders will be placed by participating Departments who will be responsible for the payment to the Service Provider(s) for services rendered.

## **26 26. ORDERS AND DELIVERY**

### **26.1 Orders**

26.1.1 The Service Provider(s) should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s). Also refer to paragraph 4.3 in this regard.

26.1.2 The instructions appearing on the official Order for Service (OFS) must be strictly adhered to and under no circumstances should the service provider deviate from the orders issued by the purchasing institutions.

## **27 POST AWARD REPORTING**

27.1 The representatives of the Parties shall meet regularly to review the performance of the Service Provider(s) as well as DIRCO obligations in terms of the Removal Contract as per Bid ..... and the Service Level Agreement, comprising:

27.2 Quarterly meetings, including inspection of all storage facilities;

27.3 Monthly performance management meetings, including evaluation of state of accounts, monthly reports, general obligations of the Service Provider and general obligations of DIRCO.

## **2.8 CONTACT PERSONS AND SUBMISSIONS**

All enquiries can be directed to Supply Chain Management:



Tel: 012 301 8640/ 012 351 0915/ 012 351 1000/ 012 351 0362

Fax: +27 12 329 1267

Email addresses:

[munvair@dirco.gov.za](mailto:munvair@dirco.gov.za)

[mokorok@dirco.gov.za](mailto:mokorok@dirco.gov.za)

[seeman@dirco.gov.za](mailto:seeman@dirco.gov.za)

[molekoas@dirco.gov.za](mailto:molekoas@dirco.gov.za)

[mpahlelemb@dirco.gov.za](mailto:mpahlelemb@dirco.gov.za)

Prospective bidders should submit their bonded proposals in a sealed envelope with the details of the specific bid on the outside of the envelope to:

**Per hand**

The Department of International Relations and Cooperation

OR Tambo Building

460 Soutpansberg Road

Rietondale

Pretoria

0084

A compulsory briefing session will be held on **15 October 2024** via Microsoft Teams at **10h00**. A link will be made available on the departmental website and National Treasury portal for potential service providers to join the briefing session.

Bids Should be posted or hand delivered to the above-mentioned addresses on or before **04 November 2024 at 11h00**.

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

**END**

**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 02-2024-2025	CLOSING DATE:	04/11/2024	CLOSING TIME:	11:00am
DESCRIPTION	<b>REQUEST FOR A SUCCESSFUL BIDDER(S) [any NATURAL or JURISTIC PERSON(S)], BASED IN SOUTH AFRICA TO PROVIDE SERVICES FOR THE PACKING, REMOVAL AND INSURANCE OF PERSONAL EFFECTS OF OFFICIALS TO AND FROM MISSIONS ABROAD, DOMESTIC RELOCATION WITHIN THE RSA AS WELL AS THE STORAGE OF PERSONAL EFFECTS IN SOUTH AFRICA FOR A PERIOD OF FOUR (4) YEARS.</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		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
[TICK APPLICABLE BOX]		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?		<input type="checkbox"/> No			
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 [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON			
CONTACT PERSON		TELEPHONE NUMBER			
TELEPHONE NUMBER		FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS			
E-MAIL ADDRESS					

## PART B TERMS AND CONDITIONS FOR BIDDING

<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>
<p><b>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.</b></p>	

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

PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)

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

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

Name of Bidder.....Bid number: DIRCO02-2024-2025

Closing Time 11:00 ..... Closing date: 04/11/2024

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

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

#### INTERNATIONAL

Cost Component	% Contribution
	<b>International</b>
D1 – Fuel	
D2 – Labour <sup>1</sup>	
D3 – Packaging	
D4 – Freight excluding fuel	
D5 – Other (please specify, if any)	
D6 – Other (please specify, if any)	
D7 – Other (please specify, if any)	
D8 – Other (please specify, if any)	
<b>TOTAL (Cost components must add up to 100%)</b>	<b>100</b>

#### DOMESTIC

Cost Component	% Contribution
	<b>Domestic</b>
D1 – Fuel	
D2 – Labour <sup>2</sup>	
D3 – Packaging	
D4 – Freight excluding fuel	
D5 – Other (please specify, if any)	
D6 – Other (please specify, if any)	
D7 – Other (please specify, if any)	
D8 – Other (please specify, if any)	
<b>TOTAL (Cost components must add up to 100%)</b>	<b>100</b>

<sup>1</sup> In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.

<sup>2</sup> In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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



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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)}
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

Table 1 (90/10): Specific goals for the tender and points claimed are indicated per the table below.

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

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

#### DECLARATION WITH REGARD TO COMPANY/FIRM

- 5.1. Name of company/firm.....
- 5.2. Company registration number: .....
- 5.3. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium  
 One-person business/sole propriety  
 Close corporation  
 Public Company  
 Personal Liability Company  
 (Pty) Limited  
 Non-Profit Company  
 State Owned Company  
 [TICK APPLICABLE BOX]

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

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

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

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

**DATE:** .....

**ADDRESS:** .....

.....  
 .....



### AUTHORISATION DECLARATION

NAME OF THE BIDDER: \_\_\_\_\_

BID NO: DIRCO02-2024-2025

DESCRIPTION: REQUEST FOR A SUCCESSFUL BIDDER(S) [any NATURAL or JURISTIC PERSON(S)], BASED IN SOUTH AFRICA TO PROVIDE SERVICES FOR THE PACKING, REMOVAL AND INSURANCE OF PERSONAL EFFECTS OF OFFICIALS TO AND FROM MISSIONS ABROAD, DOMESTIC RELOCATION WITHIN THE RSA AS WELL AS THE STORAGE OF PERSONAL EFFECTS IN SOUTH AFRICA FOR A PERIOD OF FOUR (4) YEARS.

CLOSING DATE: 04/ 11 / 2024

Are you sourcing the goods or services from a third party?

YES	NO
-----	----

*\* If you have answered YES to the above question, please provide full details in the table below of the third party(ies) from whom you are sourcing the goods or services.*

**1. Declaration by the bidder where the bidder is sourcing goods or services from a third party.**

The bidder hereby declares the following:-

- 1.1 The bidder is sourcing the goods or services listed in the TCBD 1.1 attached, from a third party in order to comply with the terms and conditions of the bid.
- 1.2 The bidder has informed the third party of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed in the TCBD 1.1.
- 1.3 The bidder has received the attached, unconditional written undertaking from the third party to supply the goods or services listed in the TCBD1.1 in accordance with the terms and conditions of the bid document for the duration of the contract. A template has been attached (TCBD1.2) that is to be used for the purpose of the third party undertaking.
- 1.4 The bidder confirms that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.

**2. The bidder declares that the information contained herein is true and correct.**

**3. The bidder acknowledges that the State reserves the right to verify the information contained therein and if found to be false or incorrect may invoke any remedies available to it in the bid documents.**

**SIGNATURE BY THE BIDDER**

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature \_\_\_\_\_ Full name \_\_\_\_\_

Designation \_\_\_\_\_

List of goods or services offered

Bid Item No	Brand Name	Name of the company from where the goods or services will be sourced	Address and contact details of the company from where the goods or services will be sourced



Bid Item No	Brand Name	Name of the company from where the goods or services will be sourced	Address and contact details of the company from where the goods or services will be sourced

(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)

**Note:**

***The authorisation letter must be on the official letterhead of the third party***

***A separate letter must be included for each third party***

***The authorisation letter must be addressed to the Bidding Company***

Name of Bidding Company

Address of Bidding Company

Attention:

Dear Sir/Madam

**AUTHORISATION LETTER: CONTRACT RT \_\_\_\_\_**

We, \_\_\_\_\_ (Name of Third Party) hereby authorise you, \_\_\_\_\_ (Name of Company) to include the products listed below in your bid submission for the abovementioned contract.

We confirm that we have firm supply arrangements in place, and have familiarised ourselves with the item descriptions, specifications and bid conditions relating to item/s listed below.

Item no.	Description of product	Brand name

*(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)*

Yours faithfully,

\_\_\_\_\_  
Signature of Third Party

Date: \_\_\_\_\_



## ANNEXURE A

### SPECIAL CONDITIONS OF CONTRACT

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#### 1. INTERPRETATION

- 1.1 The singular shall include the plural, and vice versa;
- 1.2 Words indicating one gender shall import and include the other gender;
- 1.3 The headings to clauses are used for the sake of convenience and shall not govern the interpretation thereof;
- 1.4 If any provision in clause 1.7 is a substantive provision or imposing obligations on any party, notwithstanding that it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in the body of the Terms of reference and this Special Conditions of Contract;



- 1.5 Wherever any number of days is prescribed, that number of days shall be calculated exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in the Republic, in which case the last day shall be the next succeeding Business Day;
- 1.6 In the case of any ambiguity the rule of construction that an agreement shall be interpreted against the party responsible for the drafting and/or preparation thereof shall not apply;
- 1.7 The following words and expressions shall have the following meanings assigned to them:
- 1.7.1 *"Abroad"* means outside the borders of the Republic;
- 1.7.2 *"Act"* means the Public Finance Management Act, 1999 (Act no 1 of 1999), as amended;
- 1.7.3 *"Agent"* means a removal company appointed by the Service Provider to carry out the Services on its behalf at a Mission (also known as sub-Service Provider); the Service Provider will however still be held liable for anything that may occur during the said contractual period. (TOR 5.2.3.).
- 1.7.4 *"Airfreight containers"* means air containers made up to weight and size specifications approved by the airlines, usually consisting of triple wall cardboard, with timber base, waterproofed to protect contents;
- 1.7.5 *"Airfreight"* means a consignment normally used when an employee is able to occupy accommodation abroad immediately upon arrival and includes essential items to maintain their family until the main shipment arrives, which normally includes clothing, crockery, cutlery, linen and other such essential items where the condition of the Transfer warrants same;
- 1.7.6 *"All risks goods in transit insurance"* means insurance cover on an official's household and personal effects (as per valued inventory, supplied by the official) whilst in transit, including storage;
- 1.7.7 *"Appraised Valuation"* means a service provided by professional evaluators at the time when the initial Order for Service is enacted and presentation of the inventory of household effects;
- 1.7.8 *"Authorised means of transport"* means the actual mode of transport that is either by road, by air or by sea, according to the requirements of the Contract, as approved by the Department;



- 1.7.9 *"Auxiliary Towable Vehicle"* means a road vehicle which is not powered by an engine and which requires to be towed by a motorized vehicle [e.g. caravan, camper, trailer, motorboat, sailing boat, rowing boat, water scooter];
- 1.7.10 *"Bid"* means the written offer under Bid Number DIRCO 02-2024-2025 which the Service Provider submitted;
- 1.7.11 *"Bonded Storage"* means an area designated and approved by the Customs Authorities for the storage of household goods pending customs clearance, the contents of which are recorded in an in-bond warehouse register;
- 1.7.12 *"Airline Handling Fee"* means a fee charged by the airline for the deconsolidation of Master Airway Bill or House Airway Bill, which consists of various pieces for various clients, the costs of which varies from airline to airline;
- 1.7.13 *"Certifications"* means compulsory registration and operational certification by the industry recognized associations in respect of:
- Fire - prevention & safety
  - Fuel & Flammable liquids – petrol, paraffine & diesel
  - Security Surveillance & Armed Response – electronic & security guards
- 1.7.14 *"CO7 container"* means a container used for airfreight shipments of officials with the following dimensions: 1.55m x 1.10m x 1.20m, which equals 72 cuft or 340 kg (vw);
- 1.7.15 *"CO9 container"* means a container used for airfreight shipments of officials with the following dimensions: 1.24m x 1.04m x 1.11m, which equals 50 cuft or 240 kg (vw);
- 1.7.16 *"Consignment"* means the shipment of any portion of household and personal effects destined for the transportation, i.e. into store, sea-freight or airfreight.
- 1.7.17 *"Contract"* – means the agreement that comes into effect between the Parties after the Department accepted the Service Provider's Bid;
- 1.7.18. *"Custom Clearance"* - Customs clearance involves preparation and submission of documentations required to facilitate export or imports into the country, representing client during customs examination, assessment, payment of duties and taking delivery of cargo from customs after clearance along with documents. The customs clearing agent is responsible for drafting letters, applying for permissions to various bodies and individuals involved and to produce all authorization letters as and when asked for by the Government bodies.
- 1.7.19. *"Clearance Process"* – means the clearance process which includes accepting and checking the goods declaration against the documents produced (invoice, bill of lading, certificate of origin, permits, etc.), examination of the goods if necessary and the assessment and collection of duty and VAT. Customs may require additional



information and may also request samples. Customs may also detain goods for other Government departments. The relevant Government department will then ensure compliance with their applicable laws, regulations and rules. Customs values are set by the General Agreement on Tariffs and Trade (GATT) valuation code, which involves six valuation methods

- 1.7.20 *"Service Provider"* means the successful bidder(s) that have signed a Contract and a Service Level Agreement with DIRCO
- 1.7.21 *"CPI"* means the consumer price index, which is a monthly economic indicator based on a comparative basket of goods, used as a "bench mark", for annual price adjustments, published by Statistics South Africa;
- 1.7.22 *"Crating"* refers to two types of crates that are in use, namely the open (or skeleton) crate and the fully sheeted crate, or packing case;
- 1.7.23 *"Delivery"* means delivery in compliance with the conditions of the Contract or "Order of Service";
- 1.7.24 *"Delivery into consignee's store or warehouse"* means delivered to and unloaded in the specified store at the specified warehouse in compliance with the conditions of the Contract or order in terms of which the Service Provider shall bear all risks and charges involved therewith, until the household effects and furniture are so delivered and a valid receipt is obtained;
- 1.7.25 *"Department" or "DIRCO"* means the Department of International Relations and Cooperation, established in terms of section 7(2) of the Public Service Act, 1994 (Act No. 103 of 1994), as amended;
- 1.7.26 *"Departmental Furniture"* means the movable property of DIRCO, which is normally applied for official use at Missions;
- 1.7.27 *"Directorate: Supply Chain Management"* means the relevant Directorate in DIRCO which is responsible for administering the Contract;
- 1.7.28 *"Door-to-Door shipment"* means an all-inclusive service that, by implication, means i.a. that the main household consignment for shipment abroad will be removed from a single residence in the Republic or abroad to a warehouse of the Service Provider/Agent. The consignment will be containerised and shipped to destination. At destination it will either be moved to a warehouse for redelivery or delivery directly to a residence, inclusive of customs clearance and clearance process.



- The costs are determined and charged as specified on the applicable annexure for complete packing, transportation and customs clearance in respect of origin and destination, as per glossary of terms; and
  - The Service Provider shall be responsible for packing and unpacking of household goods and personal effects of transferred officials and/or departmental furniture unless instructed by DIRCO or the transferred official NOT to unpack;
- 1.7.29 "*Effective Date*" the case where authorized representatives of the Parties have signed it on different dates, the Service Level Agreement shall take effect on the date of the latest signature;
- 1.7.30 "*Excess baggage*" means hand-carried air luggage that exceeds the passenger's normal allowance and is subject to excess weight payment at the time of booking-in at the airline desk;
- 1.7.31 "*Export permit(s)/license(s)*" means a permit that must be obtained from the relevant government department by an official on transfer abroad, who wishes to export any of the following items, including but not limited to: – motor vehicle(s), liquor and firearms provided that used household goods will be exempt;
- 1.7.32 "*FCL*" means "Full Container Load" which is a single shipment in its own ISO container;
- 1.7.33 "*Filler Space*" means areas that should not be filled by any material or any other items;
- 1.7.34 "*Financial Soundness*" means the measure by which the Service Provider guarantees its ability to comply with its financial obligations provided for in the Contract;
- 1.7.35 "*Firearms and Weapons*" means those personal items of an official on transfer generally defined as a firearm or anything manifestly designed, made, or adapted [weaponry] for the purposes of inflicting death or serious physical injury.- including, but not limited to, a revolver, pistol, rifle, shotgun; sword, crossbow or archers bow;
- 1.7.36 "*FSD*" means the Determination on the Foreign Service Dispensation currently in force issued by the Minister for Public Service and Administration in terms of section 3(3)(c) of the Public Service Act, 1994 (Act No. 103 of 1994) as amended;
- 1.7.37 "*Fumigation*" means the quarterly treatment, with fumes, to especially kill or prevent the possible infestation or spreading of micro-organisms or pests in the respective store houses of the Service Provider and verified in the pest-control register;



- 1.7.38 *"General Conditions of Contract (GCC)"* means the General Conditions of Contract, dated July 2010, issued by National Treasury;
- 1.7.39 *"Green Light Country"* means that in a number of countries a "Green Light" or approval is required before the service provider can forward consignments to Missions. Due to particular bureaucratic procedures in some countries, be it initiated by the host country's foreign ministry or customs authorities, it has been decided to implement some cautionary control measures to ensure the delivery of official's consignments by minimizing costs and losses.
- 1.7.40 *"Head of Mission"* means an Ambassador, High Commissioner, Consul-General, Permanent Representative, and any other person appointed to represent the Republic as such in terms of the applicable multilateral conventions;
- 1.7.41 *"Head Office"* means OR Tambo Building situated at 460 Soutpansberg Road, Rietondale, Pretoria, Gauteng;
- 1.7.42 *"Headquarters"* means the city, town or place where the principle duties of an official or employee is to be performed or has been performed or which may be indicated as their headquarters by the Department.
- 1.7.43 *"Household members"* includes the spouse and dependent children, as defined in the FSD, of an employee;
- 1.7.44 *"Household and personal goods (HHG)"* means the movable property of an employee, which is normally applied to personal use, including motor vehicles, but excluding livestock, domestic animals or pets;
- 1.7.45 *"Import permit(s)"* means a permit that must be obtained from the relevant government department by a returning employee, who wishes to import any of the following items into the Republic, including but not limited to: – motor vehicle(s), trailers, motor and electric-driven motorcycles, liquor, firearms, films and videos and cordless/cellular telephones;
- 1.7.46 *"Indices"* means indices published by the Statistics South Africa and other bodies approved by DIRCO reflecting price adjustments or changes in cost;
- 1.7.47 *"Insurance Policy – Storage: Household Goods"* means all risk goods in storage insurance coverage based on replacement values as per valued inventory.
- 1.7.48 *"Insurance Policy – Storage: Motor Vehicles, Auxiliary Towable Vehicles"* means all risk motor vehicle(s), in storage insurance coverage based on replacement value and correspond to the book value as published by Mead & McGrouther, Auto Dealers' Guide, confirmed by the vehicle's owner and included in the valued inventory;





- 1.7.49 *"ISO Container"* means a container as defined by the International Standards Organization, an institution responsible for inter alia, setting the standards for container construction;
- 1.7.50 *"LCL"* means Less than Container Load which is a shipment too small to utilise a full FCL and usually packed in a lift case/-van and consolidated with other LCL consignments;
- 1.7.51 *"Marine Insurance Policy"* means an all risk goods in transit insurance coverage based on replacement values at destination in respect of personal effects and household goods;
- 1.7.52 *"Mission"* means a diplomatic or consular Mission of the Republic accredited to the foreign state where it is operating in terms of the applicable multilateral conventions or to permanent representations of the Republic at international organisations;
- 1.7.53 *"Motor Vehicle"* means a road vehicle powered by an engine – e.g. Motorcar [sedan, station wagon, passenger-van, 4x4, pick-up truck, sports-car]; Motorbike [auto-cycle, motorcycle, scooter, motorized tricycle], Quad-bike;
- 1.7.54 *"Motor vehicle & Auxiliary Towable vehicles delivery to store"* means the delivery of an employee's motor-vehicle and/or auxiliary towable vehicle to the Service Provider's store by an employee or a representative of an employee;
- 1.7.55 *"Order For Service"* or OFS means an official written order issued by the Sub-directorate: Transfer Assistance, requesting a pre-move survey to be done and/or indicating an employee's allowances for removal/ shipment/ packing/ storage of household effects /motor vehicle/ airfreight/ food concessions and furniture or the rendering of other specific services;
- 1.7.56 *"Partner Departments"* includes all State institutions such as departments, parastatals and semi-official institutions that have transferred officials stationed at Missions;
- 1.7.57 *"Packing Specifications"* means the packing and wrapping of household goods and personal effects into specified packaging material for storage, surface, sea and airfreight transportation;
- 1.7.58 *"Pallet storage"* means the storage of household and personal effects in a standard industry approved wooden storage container (Measuring Height 2,08m, Width 1,480m, Length 2,070m) per pallet of 200 cuft);



- 1.7.59 "*Personal effects*" means the moveable property of an employee, which is normally applied for personal use, including motor vehicles, etc., but excluding livestock, domestic animals / pets;
- 1.7.60 "*Pre-move Survey*" means a pre-move assessment that will be arranged by the Service Provider after an Order for Service has been issued to the Service Provider. The Service Provider will arrange for a volume assessor to carry out a pre-move assessment to determine the volumes for the shipment abroad as well as the volumes of the effects remaining for storage at the Service Provider's premises - the pre-move survey requires the submission of detailed inventories, (inclusive of insurance values) and an insurance application form compiled and signed by the official prior to the arrival of the pre-survey assessor;
- 1.7.61 "*Road Transport*" means the transport of household goods and personal effects, as well as departmental furniture and equipment by road in a closed furniture removal van and/or ISO containers to identified neighbouring states;
- 1.7.62 "*SASRIA*" means the South African Special Risks Insurance Association;
- 1.7.63 "*Security*" means monitored CCTV equipment visibly installed to record all activity (inclusive of back up data disks) to cover the areas surrounding the Service Provider's Premises; the warehouses containing Storage Pallets, Motor-Vehicles, Auxiliary Towable Vehicles ; all Access Points *To* and *From* the Storage Areas, Access to the Weapons Safe (Armoury); Fuel and Flammable Substance depots;
- 1.7.64 "*Security Guards*" means persons physically employed to perform manned guarding security duties as prescribed by the Security Association of South Africa in accordance with the *Private Security Industry Regulatory Act, 2001 (Act No 56 of 2001)*;
- 1.7.65 "*Service Level Agreement*" or "*SLA*" means the service level agreement, including all listed annexures attached thereto, signed by both parties upon the commencement of the contract period;
- 1.7.66 "*Service Provider*" means the successful bidder(s) with whom a contract and service level agreement has been signed;
- 1.7.67 "*Services*" means the provision of origin, forwarding, destination, storage and related services for the shipment of household goods and personal effects on an exclusive basis as more fully set out in the Terms of Reference;
- 1.7.68 "*Storage – household effects*" means a storage facility, owned or leased, utilized for the exclusive use of household effects, with an adequate fire prevention construction (concrete/brick or steel);



- 1.7.69 "*Storage - loose Items*" means a storage facility, owned or leased, utilized for the exclusive use of loose household effects too large to be contained in the standard size pallets, with an adequate fire prevention construction (concrete/brick or steel);
- 1.7.70 "*Storage – motor vehicle*" means long-term storage of an employee's motor vehicles under cover as specified in the storage specifications;
- 1.7.71 "*Sub-directorate: Transfers Assistance*" means the Sub-directorate attached to DIRCO that is responsible for facilitating and managing the transfer of employees to and from Missions;
- 1.7.72 "*Sub-standard Service*" means the deliberate and conscious failure to comply with the Contract and the Service Level Agreement;
- 1.7.73 "*Surface Shipments*" means the process of transporting consignments over land and/or sea rather than by air;
- 1.7.74 "*Term*" means the contract period as provided for in paragraph 17 of the Terms of Reference;
- 1.7.75 "*Terms of Reference or TOR*" means the terms of reference that forms part of the Tender;
- 1.7.76 "*Transfer Policy*" means the provisions laid down by DIRCO which forms the basis and framework that regulates transfers of employees to and from Missions;
- 1.7.77 "*Transfer Cycles*" refers to the Department's established practice to transfer the majority of its employees to and from Missions twice a year in June and December provided that DIRCO shall be entitled to transfer employees at other months throughout the year;
- 1.7.78 "*Transferred official*" means an employee being transferred to or from a Mission;
- 1.7.79 "*Underwriter*" means the Insurance company used by the Service Provider to assess the risks in providing insurance cover for the shipment of personal effects to and from the Republic and the storage of household effects, motor vehicles and auxiliary towable vehicles of employees on transfer;
- 1.7.80 "*Weight*" means the following three categories:
- "*Gross or packed weight*" [gw]: The weight of the items packed in a box or crate. This weight INCLUDES the weight of the items, the packaging and the box/crate;



- *“Nett weight” [nw]*: The weight of the items – i.e. contents only but EXCLUDING any packaging material; and
- *“Volumetric weight” [vw]*: The cubic measurement of box /crate for airfreight consignments (Length x Width x Height) x by a factor of 167 [1000 /6] = kg volumetric weight;

NOTE- If the gross weight EXCEEDS the volumetric weight [contents of the box/crate + the weight of the box], the GREATER OF THE TWO will be charged by the Service Provider, (known as Airline Chargeable Weight – ACW).

- 1.7.81 *“Wooden structure for Motor Vehicle”* means a solid wooden structure using solid timber, excluding any off cuts, which is constructed to prevent damage in transit;
- 1.7.82 *“20ft Container”* means a 20ft ISO steel shipping container equal to 1050cuft (FCL utilized by one individual only);
- 1.7.83 *“40ft Container”* means a 40ft ISO steel shipping container equal to 2100cuft (FCL utilized by one individual only);
- 1.7.84 *“40ft High Cube Container”* means a container, the length and width of which is identical to a 40ft container, provided that the height is 2,697m, as opposed to 2,392m, being the height of a normal 40ft container which allows for approximately 300cuft more capacity and which shall fall outside the ambit of this Contract and will be direct charged to an employee making use thereof.

## **2. SCOPE OF SERVICE - ORDERS FOR SERVICE (OFS)**

- 2.1 The Service Provider shall perform all Services in accordance with the Terms of Reference and all relevant provisions of the Contract as supplemented by the SLA.
- 2.2 The Sub-directorate: Transfer Assistance is authorised to place Orders for Service in terms of the SLA directly with the Service Provider provided that DIRCO may when necessary, notify the Service Provider in writing if another section within DIRCO shall during the Term become authorised to place such Orders for Service.
- 2.3 DIRCO shall provide the Service Provider with an Order for Service in respect of the packing and shipment of each transferred official's household goods and personal effects. This Order for Service shall provide sufficient and accurate information to enable the Service Provider to contact the official concerned and also clearly state the official's allowances.
- 2.4 Orders for Service shall at least contain the following information:



- 2.4.1 The transferred official's surname and initials;
  - 2.4.2 The transferred official's addresses at origin and destination;
  - 2.4.3 The transferred official's contact details at origin and destination;
  - 2.4.4 Shipping allowance and mode of transportation; and/or
  - 2.4.5 Advise on a more cost effective mode of transport (i.e. combining an air freight allowance with a very small sea freight to be forwarded as one air freight consignment)
- 2.5 On receipt of the Order for Service, the Service Provider or its Agents shall contact the official on transfer, within two (2) working days of receipt of the Order for Service, to discuss the official's requirements and arrange a Pre-move Survey for the transfer. The Pre-move Survey shall consist of an in-residence advance listing of used personal items, furniture, appliances and equipment which are to be included in the shipment and produce a written report to the transferred official with a copy to DIRCO. The report will include, among other pertinent information, the estimated and entitled weight and volume.
- 2.6 The Service Provider shall not carry out any shipment in accordance with the SLA which would exceed shipment allowance, unless specifically authorized by DIRCO in writing. In the event the Service Provider does facilitate a shipment in excess of the allowance, DIRCO shall not be liable for any expenses related to such excess in which event the Service Provider should lodge any claims with the relevant transferred official.
- 2.7 The Service Provider shall ensure that shipments are ready for dispatch within at least seven (7) working days for surface shipments and three (3) working days for air shipments of removal of goods and effects from residence, subject to the Service Provider not having received a request from either DIRCO or the destination Agent to hold the consignment pending further instruction to dispatch for whatever reason. The service requested by DIRCO may be for shipments to be effected by air, sea or overland or any combination thereof. DIRCO shall confirm the mode of shipment in each case and shall inform the Service Provider of the requirement.
- 2.8 The Service Provider shall ensure that its transportation arrangements, irrespective of the mode, are made in a cost-effective and economically competitive manner, considering all available options in the marketplace. DIRCO reserves the right to inspect the Service Provider's documents for the transportation arrangements, to ensure that the carrier selections were made in a competitive and transparent manner.
- 2.9 The Service Provider shall obtain, compile and transmit in a timely manner, as per paragraph 2.7 above, all necessary documentation for shipment and customs clearance of the household goods and personal effects at the place of origin and destination so as not to incur unnecessary additional costs resulting from delays in clearance of consignments. The Service Provider shall maintain uninterrupted control of the shipments and shall be responsible for expediting, tracing and completion of all services, including billing of account



by the 30<sup>th</sup> of every month. The Service Provider shall notify DIRCO within 24 hours of the Service Provider having received notification of any changes in the shipment schedule;

- 2.10 The Service Provider shall update all relevant progress of the shipment via a web-based tracking system. This web-based tracking system shall be accessible world-wide, with security measures (user-id and password protected), for the purposes of report-production and shipment tracking. The tracking shall be accessible by the transfer officer and the relevant transferred official. **Refer to Terms of Reference, paragraphs 3.3.5 and 5.3.7.**
- 2.11 The shipment tracking system must have the following mandatory information fields on the registration screen:
- 2.11.1 Name of DIRCO transfer officer placing the Order for Services
  - 2.11.2 Order date
  - 2.11.3 Shipping Registration number
  - 2.11.4 Transferred Official's last name and initials
  - 2.11.5 Full street addresses at origin and destination
  - 2.11.6 Transferred Official's contact details at origin and destination
  - 2.11.7 Required packing date
  - 2.11.8 Transferred Official's actual departure date
  - 2.11.9 Shipping allowances (weight and measurement in metrics and kgs / cuft)
  - 2.11.10 Mode of transportation, including route followed
  - 2.11.11 Estimated date of departure/arrival
  - 2.11.12 A field for remarks
- 2.12 The Service Provider shall ensure that the report-production and shipment tracking functions in the web-based system are secure, intuitive and user-friendly and that it provides all pertinent information required to enable DIRCO to review the Service Provider's performance in terms of the Terms of Reference and SLA. The shipment tracking function shall capture all major phases of the shipment.
- 2.13 The Service Provider shall ensure that the shipment is delivered to residence, unloaded, unpacked and all debris removed on day of delivery. A delivery report shall be forwarded to DIRCO within five (5) working days of service. Unless otherwise instructed, only one (1) delivery per shipment registration is authorized;
- 2.14 For the purpose of managing Orders for Service, the Service Provider shall maintain separate records for each Transferred Official and for each specific order placed by DIRCO, specifying the following:
- 2.14.1 The date the Order for Service was placed;
  - 2.14.2 The nature of the services to be performed in accordance with the SLA pursuant to the Order;



2.14.3 The price to be paid by DIRCO for the services to be performed under the order (the value thereof).

### **3 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER**

- 3.1 Service Provider shall render the services as provided for in the Terms of Reference and the SLA on a worldwide and priority basis.
- 3.2 The Service Provider shall, at its own expense, provide all the necessary equipment, facilities, system, supplies, materials, tools, transportation, qualified personnel, expertise and other means required for the performance and completion of the Services in accordance with best commercial practice.
- 3.3 The Service Provider shall exercise due diligence to detect any unaccustomed or unusual shipment of goods, such as unauthorized dangerous goods, animals, plants, etc. and shall inform DIRCO and the relevant transferred official immediately upon detection thereof in writing.
- 3.4 In accordance with the requirements of the SLA and any Order for Service, the Service Provider shall coordinate with the transferred official to ensure that consignments authorized by DIRCO are picked up and transported without delay in line with the time-frames for removal and shipment thereof as stipulated elsewhere in the SLA.
- 3.5 The Service Provider acknowledges that DIRCO shall have no obligation to provide any assistance to the Service Provider in performing the Services other than as expressly set forth in the SLA and DIRCO makes no representations as to the availability of any equipment or facilities which may be helpful or useful for performing the Services.
- 3.6 The Service Provider shall act at all times in the best interests of DIRCO and shall use its best efforts to keep all costs and expenses at a reasonable level, whilst providing a mutual courteous and friendly service to DIRCO.
- 3.7 The Service Provider shall strictly abide by DIRCO's security policy when entering DIRCO premises or other restricted facilities for cargo pick-up or delivery.
- 3.8 The Service Provider hereby agrees to undergo a security vetting process from time to time which shall be conducted by the State Security Agency provided that, should the Service Provider not be awarded the required security clearance, such failure shall constitute default in which event the provisions of clause 23 (termination for default) of the General Condition of Contract shall be applicable.
- 3.9 The Service Provider shall treat as confidential and properly safeguard any and all records as defined in the Promotion of Access to Information Act, 2000 (Act No.2 of 2000) relating to



the Department, its operations, finances and products, disclosed to the Service Provider and designated by the Department as confidential or which should be reasonably understood to be confidential ("Confidential Information"). Confidential Information shall not include information that (a) is or falls into the public domain; (b) is disclosed to the Service Provider by a third party which is not under an obligation of confidentiality to the Department; (c) was already known to the Service Provider; and/or (d) is independently developed by the Service Provider without reference to Confidential Information. In the event the Service Provider is requested by a subpoena or other legal process to disclose the Department's Confidential Information, the Service Provider shall inform the Department and shall only provide same when legally compelled to do so after notice to the Department. This provision shall survive the termination of the Contract and/or the SLA.

- 3.10 The Service Provider shall monitor consignments to green light countries and shall regularly update the Department regarding new procedures, additions, etc. The Service Provider shall provide the Department with a list of these green light countries and shall advise whether air freight cannot be utilised due to the time frame etc. Refer to paragraph 1.7.37.
- 3.11 The Service Provider shall comply with international and local standards for the determination of weight.
- 3.12 The Service Provider shall assume full responsibility for the conduct and performance of its agents and shall meet its obligations to its agents, domestic and foreign carriers and other suppliers of materials and services incidental to the performance of the SLA.
- 3.13 The Service Provider shall use the most economical and direct route when forwarding consignments to and/or from Missions, but limit re-routing vessels to and from the Republic, thus optimizing routes in terms of cost and distance.
- 3.14 Certain contracted employees returning from posting abroad reside in other provinces. DIRCO may therefore request that the standard Johannesburg (Head Office) rate be applied for direct delivery to Cape Town, Port Elizabeth or Durban ports, including surrounding areas within a 100km of the destination Port. Areas outside the 100km radius will be charged an additional per km tariff based on the applicable Road Freight Association (RFA) rates. This will ensure that the most economical and direct route is used when forwarding consignments, limiting re-routing vessels and/or heavy goods vehicle (HGV), thus optimizing routes in terms of cost and distance. Consignments that cannot be delivered within the contract rates will be regarded as "Out of Contract" and normal Supply Chain procedure will be applied for the procurement of such services.
- 3.15 The Service Provider shall address consignments in accordance with the destination country's customs regulations. The Service Provider will be responsible for all agent fees for the customs clearance process for inbound and outbound shipments.





- 3.16 To eliminate demurrage charges to DIRCO, the Service Provider must inform the Sub-directorate: Transfer Assistance within three (3) working days of receipt of confirmation regarding the departure date of Containers, as well as their estimated date of arrival. DIRCO will only be financially responsible for demurrage charges due to its own actions, limited to the following (proof to be submitted in all instances):
- 3.15.1 Non-submission of related documentation or submission of documentation less than 10 working days prior to arrival of shipment
  - 3.15.2 Submission of incorrect documentation,
  - 3.15.3 Change in transfer date of official after shipment has already been packed and/or shipped.
  - 3.15.4 Receipt of LOA from NCRS and/or import permit from DTI less than 10 working days prior to arrival of shipment

### **Insurance**

- 3.16 The Service Provider shall arrange an All Risks Goods in Transit and Storage Insurance Policy based on replacement values at destination, (inclusive of a once off administration fee) including extension cover where applicable, (not exceeding 4 months from the date of transfer from the mission to the Republic) for all household and personal effects as indicated by the official on transfer. It is a requirement of DIRCO that all transferred officials' effects being moved or stored by the Service Provider and/or his Agents shall be insured. All goods shall be insured against the risk of loss or damage during the process of packing, including wrapping, loading, conveying by any, storing, unloading, unpacking, including unwrapping. The Service Provider shall further be liable for any loss or damage caused by any wilful or negligent act or omission of the Service Provider, agent or its employees.
- 3.17 The Service Provider should therefore ensure that it has and continually maintains adequate all risk insurance cover for the duration of the contract period to defray any costs that might be incurred due to damage or theft of freight and/or storage items
- 3.18 The Service Provider should insure the goods to the value specified by the transferred official at a percentage premium allowed for in the pricing schedule. The Service Provider should insure household goods for the replacement value of the household goods unless otherwise stated. Where necessary the Service Provider may request the relevant transferred official to provide a document from a reputable and recognised insurance company, which may not be older than 6 months as from the date of the removal, certifying the exact replacement value of the goods.
- 3.19 The personal effects of an official on transfer shall be insured at State expense at an appraised valuation arranged by the Service Provider, and or based on the Official's value declaration, and acceptable to the Underwriter to a maximum of R440,000.00 (includes value of air- and sea freight as well as storage in RSA, motor vehicles excluded). Where the personal effects of a transferred official have been insured for an amount more than



R440,000.00, such additional insurance may be covered from State expense to a maximum of R660,000.00, motor vehicles excluded, provided that a personal insurance policy for an insured value inclusive of the additional amount has been in existence for a period of not less than six months, prior to the date of transfer (proof to be provided by official). Any excess over and above either the R440 000 or R660,000.00 limit will be for the account of the official.

- 3.20 The insurance of "works of art", fragile items and Oriental carpets of officials, shall automatically be insured to a maximum value of R 15,000.00 per item, at no extra cost to the Department nor the official. All items in excess of this value will be accepted for insurance for that amount in excess of R 15,000.00, on proof of a duly certified valuator's letter.
- 3.21 In the event where motor vehicles are put into storage in the RSA (maximum of two), or transported to a different headquarters outside the country (maximum of one), it may be insured at State expense for the duration of such storage and/or transportation period, provided that -
- a) the official and the service provider have signed a satisfactory pre-shipment condition report;
  - b) a maximum value as based on retail value or valuation certificate from a reputable dealer or insurance company. This should be confirmed by the vehicle's owner and included in the valued inventory. The service provider must confirm the book value as per the Mead & McGrouther register; and
  - c) insurance at State expense shall take effect as from the date of delivery up until the date of collection.
- 3.22 The Service Provider shall on request provide DIRCO with a copy of the insurance policy as well as proof that all insurance premiums have been paid in full to the insurers by the Service Provider.
- 3.23 If the personal household goods in transit / storage have been damaged or lost during loading, transportation, off-loading or storage the end user must inform the service provider within 7 (seven) days of the occurrence of the damage or theft. Within 30 (thirty) days, from the date of the occurrence of the damage or theft, the transferred official must confirm the claim for loss or theft referred to above in writing to the service provider.
- 3.24 The Service Provider shall monitor insurance claims and be directly involved in facilitating and expediting the insurance claims. The Service Provider's Claims Administrator shall be required to provide feedback to officials, at least once a week, regarding progress with claim(s) submitted. A Monthly report in this regard shall be submitted to the DIRCO Contract Manager at the monthly meeting. **Refer to paragraph 3.5 of the Terms of Reference.**



- 3.25 The Service Provider shall not increase insured values of household goods in storage on an annual basis, unless specifically requested by the transferred official in writing. These increases will, however, be a private matter between the Service Provider and transferred official and DIRCO shall not be liable for these increased insurance amounts.
- 3.26 DIRCO reserves the right to renegotiate the percentage premium with the service provider.

### **Evaluation**

- 3.27 The Service Provider shall, on a monthly basis, or when requested by DIRCO, submit a full report on total expenditures, number of shipments, containers, volume and weight of the total shipments per person for which DIRCO has engaged the Service Provider in terms of the SLA.

### **Firearms and weapons:**

- 3.28 The Service Provider must have a Firearm and Weapon Strong Room on their premises that meets the requirements of the applicable legislation, wherein licensed firearms and weapons of all transferred officials can be stored. This service must form part of the overall contract at no additional cost. Confirmation that the register is up-to-date must be made at the Monthly Operational Meetings. **Refer to paragraph 3.4.10 of the Terms of Reference.**
- 3.29 The necessary storage permit and license must be obtained from the Service Provider's local SAPS Commissioner and must be available for inspection. The Service Provider shall obtain a copy of all weapons licence certificates of weapons and firearms from transferred officials prior to storage.

### **Service Provider's Personnel**

- 3.30 The Service Provider shall supervise and be fully responsible and liable for all work and services performed by its personnel, employees, agents, representatives and sub-Service Providers (or any of those sub-Service Providers' personnel, employees, agents and representatives) and for their compliance with the terms and conditions of the SLA.
- 3.31 The Service Provider shall designate a Project Manager as a single point of contact to facilitate information exchange between DIRCO and the Service Provider. The Project Manager will communicate with DIRCO regarding the services and will be responsible for all issues relating to the service provision, including but not limited to Contract Management, submission of required reports, quality control and payment of invoices.
- 3.32 DIRCO reserves the right to require the Service Provider to discontinue providing services through any personnel who, in the reasonable opinion of DIRCO, is unfit or unsuitable to perform the services under the SLA. DIRCO may at any time request the withdrawal or replacement of any of the personnel assigned to perform work or services under the SLA.



DIRCO shall provide reason(s) for the request in writing. In such event, the Service Provider shall, at its own cost and expense, withdraw or replace such personnel forthwith, and the Parties shall select alternative personnel who are acceptable to DIRCO. A request by DIRCO for withdrawal or replacement of the Service Provider's personnel shall not be deemed a termination or suspension of the SLA.

- 3.33 The Service Provider shall ensure that all personnel performing work or services exercise the necessary care and diligence; are qualified, reliable, competent, properly trained; and conform to the highest standards of moral and ethical conduct.
- 3.34 The Service Provider shall retain the prerogative to appoint agents abroad that will manage household relocations on their behalf. The DIRCO must however be notified of any anticipated change of agent and provided the opportunity to comment on any such prospective changes. DIRCO may refuse and/or comment on the appointed agent due to explicit valid security reasons.
- 3.35 Should an appointed agent not render the Services satisfactorily in line with the Contract and the SLA, DIRCO shall be entitled to raise its concerns in this respect where after the Service Provider shall act on such comment in order to ensure that services are rendered on the required standard.

#### **4 GENERAL OBLIGATIONS OF DIRCO**

- 4.1 DIRCO shall provide the Service Provider within five (5) working days with all the necessary information as described in the Terms of Reference to facilitate their obligations.
- 4.2 Subject to its security needs, DIRCO shall allow the Service Provider access to DIRCO premises and other restricted facilities for pick-ups and/or deliveries as provided herein.
- 4.3 Provided that the Service Provider has performed its obligations in accordance with the Terms of Reference and General Conditions of Contract, DIRCO shall pay the Service Provider as provided in clause 6 below.
- 4.4 DIRCO shall be responsible for obtaining the forms as listed on the Service Provider's "Outbound from South Africa" and "Inbound to South Africa" forms in respect of the shipment of personal household goods, its furniture and equipment abroad, where required.<sup>1</sup>
- 4.5 On inbound shipments, DIRCO shall submit the required documents for Custom clearance to the Service Provider within ten (10) working days before arrival of the shipment.

<sup>1</sup> Refer to 1.7.18 and 1.7.19. The agent of the Service Provider will be fully responsible for i.e. obtaining all the required stamps, exemption stamps, etc. for the expeditious clearance of all shipments. DIRCO will not be liable for the payment of any such fees charged by the agent for the duration of the contract.



- 4.6 DIRCO shall not be bound to the number of Missions specified in the approved Pricing Schedule.

## **5 SERVICE PROVIDER'S LIABILITIES**

- 5.1 The Service Provider shall be liable for loss, damage or delay in the delivery of goods, resulting from the Service Provider's negligence or failure to carry out its duties and obligations in accordance with the Terms of Reference and General Conditions of Contract.
- 5.2 Should the Service Provider, after the assignment of the shipments, not be able to perform the Services as specified in the SLA, or perform the services in a substandard manner, then DIRCO reserves the right to re-assign the shipments to another Service Provider solely at the exclusive choice of DIRCO. Any increase in costs incurred by DIRCO as a result of the Service Provider's inability or unwillingness to perform the Services in accordance with the SLA and for which an Order has been placed shall be borne exclusively by the Service Provider and reimbursed to DIRCO within thirty (30) calendar days by way of Credit Note.
- 5.3 The forgoing is without prejudice to any rights or remedies that DIRCO may have for any breach, violation of, defective performance of, or failure to perform any provision of the SLA.

## **6 FEES AND PAYMENT**

- 6.1 In exchange for the full and complete performance by the Service Provider of its obligations in terms of the Contract and the SLA, DIRCO shall pay to the Service Provider(s) the agreed fees in accordance with the approved Pricing Schedule as well as charges of services to new Missions currently excluded from approved Pricing Schedule.
- 6.2 The Service Provider shall submit invoices<sup>2</sup> and supporting documentation (Delivery notes, order for services, insurance certificates, demurrage explanations etc.) within 30 calendar days of services rendered. All exceptions shall be reported in writing on a monthly basis.
- 6.3 DIRCO shall make payment within thirty (30) calendar days of receipt of the invoices and the supporting documentation, provided that the particulars on the invoices and supporting documentation are accurate and correct. Fees for services rendered shall include value added tax and all other duties and/or taxes.
- 6.4 The Service Provider acknowledges and agrees that DIRCO may withhold payment in

<sup>2</sup> in order for a tax invoice to be valid in terms of the VAT Act, it must have certain details reflected on the document as set out as follows:

- The words "**TAX INVOICE**" in a prominent place;
- Name, address, **VAT registration number** and **Vendor number** of the supplier;
- Name and address of recipient (department);
- Accurate description of services rendered;
- Detailed quantity and/or volume of services rendered;
- Price & VAT indicated on total invoice



respect of any invoice in the event that, in the opinion of DIRCO, the Service Provider has not performed its obligations in accordance with the Contract, or if the Service Provider has not provided sufficient documentation in support of an invoice.

- 6.5 If DIRCO disputes any invoice or a portion thereof, DIRCO shall notify the Service Provider thereof in writing within five (5) working days and provide a brief explanation of the reasons for such disputes. In the event of a dispute, the invoice(s) shall remain unpaid until the disputes/disagreements are resolved. With respect to disputes regarding only a portion of an invoice, DIRCO shall pay the Service Provider the amount of the undisputed portion within the specified period upon receipt of an amended invoice. DIRCO and the Service Provider shall consult in good faith to promptly resolve outstanding issues with respect to any disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, DIRCO shall pay the Service Provider the relevant amount within the specified period from the resolution of such dispute.
- 6.6 The Service Provider shall not be entitled to interest on any late payment or any sums payable or any accrued interest on payments withheld by DIRCO that may be subject to dispute.
- 6.7 Payments made in accordance with this Clause 6 shall constitute a complete discharge of DIRCO's obligations with respect to the relevant invoices or portions thereof.
- 6.8 Payments effected by DIRCO to the Service Provider shall be deemed neither to relieve the Service Provider of its obligations under the SLA nor as acceptance by DIRCO of the Service Provider's performance of the Services.
- 6.9 It is acknowledged and agreed by the Service Provider that each invoice paid by DIRCO shall be subject to a post-payment audit by DIRCO's auditors (whether internal or external) at any time during the Term and following the expiration or early termination of this Contract.
- 6.10 All payments shall be made by DIRCO using bank transfer to the bank account of the Service Provider – banking details to be confirmed and placed on file.
- 6.11 The Service Provider shall have the ability and commitment to manage and administer the monthly accounts, including the development of a financial control package for submitting monthly accounts and proper monitoring of paid/unpaid invoices. **Refer to paragraphs 5.3.8 of the Terms of Reference.**
- 6.12 DIRCO may request the service provider that officials' excess HHGs be transported at the contract rate. Officials may, however, decide not to make use of the Department's service provider for their freight in excess of their allowance, in which case the officials' will be responsible to make private arrangements for their excess freight. **Refer to paragraphs 2.6, 3.3 & 3.6 above.**



## **7 TERMINATION FOR DEFAULT**

- 7.1 Notwithstanding and in addition to the provisions of clause 23 of the General Conditions of Contract, and without prejudice to and in addition to any of the other rights and remedies under the SLA or otherwise, either Party may terminate the SLA without cause, in whole or in part, upon ninety (90) calendar days prior written notice to the other Party.
- 7.2 Should the Service Provider breach any term of the Contract and/or the SLA, the Department shall have the right, without prejudice to any of its other rights, and without having to cancel the Contract or the SLA, to arrange for the execution of the Services by another service provider in which event the Service Provider shall be liable for any excess expenses incurred thereby as a result thereof.
- 7.3 In the event of termination hereof by DIRCO, DIRCO shall only be responsible for payment for the Services satisfactorily performed or delivered by the Service Provider in accordance with Orders for Service provided to the Service Provider prior to the date of termination notice.
- 7.4 In the event of termination of the Contract pursuant to clause 7 hereof, the Service Provider shall promptly reimburse DIRCO for (i) all additional costs incurred by DIRCO as a result of such termination and (ii) a corresponding pro-rata share of any pre-paid fees for the unexpired portion of the Contract.
- 7.5 Any property of the Department and / or an employee supplied to the Service Provider pursuant to the SLA shall remain the property of the State and such employee and shall at any time be available for inspection by the Department or its representatives. Any such property in possession or under the control of the Service Provider on the expiration of the Contract or cancellation thereof for whatever reason shall be returned to the Department forthwith at the Service Provider's expense.

## **8 LEGISLATIVE AND REGULATORY REQUIREMENTS**

- 8.1 The Road Traffic Act, 1996 (Act No. 93 of 1996), and the Road Traffic Regulations made in terms of this Act determine the maximum mass limits of vehicles used on public roads. The Act also determines the powers of traffic officers regarding the enforcement of the mass limits.
- 8.2 Secondly the law states the duties of the operator of a vehicle. These duties include proper control over the driver of such motor vehicle to ensure the compliance by such driver with all the provisions of the act, which includes the loading of vehicles (Sect 49(c) (ii) and Sect 49(g)).
- 8.3 The bidder shall submit together with his bid at the closing date and time of the bid proof of registration as an operator of all applicable motor vehicles to be used in the execution of the contract resulting from this bid.



- 8.4 Failure to comply with the above may invalidate the bid for the vehicle for which proof of registration as an operator is not attached.

## **9 INVALID PROVISIONS**

In the event that any of the terms of the Contract or the SLA are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable. If any invalid term is capable of amendment to render it valid, the parties shall take all reasonable measures to remove the invalidity.

## **10 BREACH OF CONTRACT**

DIRCO reserves the right to terminate the contract(s) for not honouring contract obligations including the submission of information required by DIRCO. **Refer to paragraph 7.**

## **11 DISPUTE RESOLUTION**

- 12.1 Should any difference or dispute at any time arise which the parties are unable to resolve amicably, whether in regard to the meaning or effect of any terms of the Contract or the SLA, or the implementation of any party's obligations hereunder, or any other matter arising from or incidental to it, then in that event, such difference or dispute shall be submitted to the High Court of South Africa.
- 12.2 This Clause shall survive the termination or cancellation of Contract or the SLA.

End



# **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.

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| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>   |
| <b>17. Prices</b>                               | <p>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.</p>  |
| <b>18. Contract amendments</b>                  | <p>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.</p>   |
| <b>19. Assignment</b>                           | <p>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.</p>   |
| <b>20. Subcontracts</b>                         | <p>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.</p>   |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)