



# international relations & cooperation

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

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Tel: +27 (0) 12 351 1000 • www.dirco.gov.za

Reference : **DIRCO 03-2024-2025**  
Enquiries : Ms E Mazibuko; Mr S Molekoa; K Mokoro  
Telephone : 012 351 1395/0362/9198  
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 03/2024/25**
2. **APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SELF-DRIVEN AND CHAUFFEUR-DRIVEN VEHICLES FOR A PERIOD OF THREE (3) YEARS FOR THE VISITING FOREIGN HEADS OF STATES/GOVERNMENT, DEPUTY PRESIDENTS, FOREIGN MINISTER AND DEPUTY MINISTERS OF INTERNATIONAL RELATIONS AND COOPERATION (PRINCIPALS) AS WELL AS OTHER EMINENT DIGNITARIES HOSTED BY THE PRINCIPALS AND ALSO FOR THE OFFICES OF THE DIRCO MINISTER, DEPUTY MINISTERS, DIRECTOR-GENERAL AND THE BRANCH STATE PROTOCOL AND CONSULAR SERVICES.**
3. **Closing date: 08 November 2024 11 O'clock**
4. **A Non-Compulsory briefing session will be held on: 22 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, SBD4, SBD6.1, 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:** 14/10/2024

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 Nekusebentisana • ISebe lezobudlelwane neNtsebenziswano yamZwe ngamaZwe • UmNyango weTjhebiso nokuSebenzisana kweenTjhabatjhaba • Muhasho wa Vhushaka ha Dzitshakatshaka na Tshumisano • Ndzawulo ya Vuxaka bya Matiko ya Misava na Ntirhisano • Departement van Internasionale Betrekkinge en Samewerking

**DIRCO:03-2024/25 APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SELF-DRIVEN AND CHAUFFEUR-DRIVEN VEHICLES FOR A PERIOD OF THREE (3) YEARS FOR THE VISITING FOREIGN HEADS OF STATES/GOVERNMENT, DEPUTY PRESIDENTS, FOREIGN MINISTER AND DEPUTY MINISTERS OF INTERNATIONAL RELATIONS AND COOPERATION (PRINCIPALS) AS WELL AS OTHER EMINENT DIGNITARIES HOSTED BY THE PRINCIPALS AND ALSO FOR THE OFFICES OF THE DIRCO MINISTER, DEPUTY MINISTERS, DIRECTOR-GENERAL AND THE BRANCH STATE PROTOCOL AND CONSULAR SERVICES**



**TERMS OF REFERENCE**

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## 1. PURPOSE

To appoint a transport company to provide transport services to qualifying visiting foreign guests for the President, Deputy President, Minister and Deputy Ministers of the Department of International Relations and Cooperation during State, Official, Working and Special visits as determined by the Policy on Incoming International Visits under the guidance of the Chief of State Protocol. The transport company will also provide transport for officials working in the offices of the Minister, Deputy Ministers, Director-General and Branch: State Protocol and Consular Services of the Department of International Relations and Cooperation during incoming international visits to all provinces for a three-year (3) period.

## 2. BACKGROUND

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

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

## 3. PROJECT DESCRIPTION

Provision of transport services (self-driven and chauffeur-driven) to qualifying visiting guests of the President, Deputy President, Minister, and Deputy Ministers of DIRCO during State, Official, Working and Special Visits. These visits are determined by the State Visits Policy including international incoming visits to all provinces for a period of three (3) years.

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

- 3.1.1 Black, white or grey vehicles required for each secure motorcade (All vehicles in the secure motorcade must be of the same colour and make).
- 3.1.2 Mercedes Benz (C-class) /BMW 3 series/Audi A4 or similar category for the Security Lead and Back up as well as foreign Chief of State Protocol.
- 3.1.3 Mercedes Benz (S-class) / BMW 7 series /Audi A8 or similar category for Heads of State **(The vehicle must have provision for a car pendant/ flags)**
- 3.1.4 Mercedes Benz (E-class), BMW 5 series/Audi A6 or similar category for Ministers of Foreign Affairs

- 3.1.5 Luggage van must be provided to transport luggage. E.g. VW Transporter, Toyota Quantum Panel Van or similar category.
- 3.1.6 7-seater chauffeur/self-driven luxury buses, e.g. Mercedes Benz V-Class/ Hyundai H1 or similar category.
- 3.1.7 10-seater chauffeur-driven luxury bus, e.g. Hyundai H1, Mercedes Benz Vito, Mercedes Benz Viano or similar category.
- 3.1.8 20-seater chauffeur-driven luxury bus, e.g. Mercedes Benz Sprinter, Mercedes Benz Iveco, VW Crafter or similar category.
- 3.1.9 Toyota Corolla or equivalent B Group vehicle for the State Protocol personnel who will be facilitating the State Protocol visits.
- 3.1.10 Luxury SUV for the State Protocol personnel who will be facilitating the State Protocol visits during visits outside Pretoria to other Provinces if the need arises when they are part of the convoy, e.g. BMW X5, Mercedes Benz ML, Toyota Land Cruiser, Toyota Prado, Toyota Fortuner or similar category.
- 3.1.11 Mercedes Benz (S-class) / BMW 7 series/ Audi A8 armored vehicle or similar category for Heads of State/Government or Mercedes Benz (E-class), BMW 5 series/Audi A6 armored vehicle or similar category for Ministers Foreign Affairs (B6 or B7 level) when the need arise.
- 3.1.12 The vehicles models should not be more than three years (3) old.
- 3.2 In an instance where an S-Class is supplied as main vehicle, the entire motorcade must be Mercedes Benz, similarly with BMW 7 Series and the Audi A8 or similar categories (As per paragraph 3.1 above).
- 3.3 The service provider must be able to provide vehicles nationwide (**Contact details of the branches/depots nationwide should be made available**) and be contactable on a 24-hour basis.
- 3.4 All vehicles must have petrol cards and comply with necessary National Transport Act: Regulations.
- 3.5 In the case of a breakdown, the vehicle must be replaced with the same model within two (2) hours after receipt of the request.
- 3.6 DIRCO will only be responsible for traffic fines received when a DIRCO official or a SAPS VIP Protector has driven the vehicle in the motorcade.
- 3.7 The following will be required for the chauffeur-driven vehicles:
  - 3.7.1 All chauffeurs must have valid Public Drivers Permit (PDP) licenses (proof must be attached to the proposal).
  - 3.7.2 All chauffeurs must have advance driving skills (proof to be attached) and will have to undergo protocol training as well as training by the SAPS VIP Protection Unit.
  - 3.7.3 All chauffeurs must be suitably dressed in a corporate uniform (dark colours).

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- 3.7.4 Chauffeurs must have mobile phones with sufficient airtime to receive and make work-related calls at any given time.
- 3.7.5 Service providers must be able to provide accommodation for the drivers when required at the service providers' cost.
- 3.7.6 Every vehicle must be equipped with a Global Positioning System (GPS).
- 3.7.7 The service provider must have sufficient drivers available to cater for relief chauffeurs in the event of long working hours.
- 3.7.8 All vehicles must be provided with a log-sheet and be signed off on a daily basis.
- 3.7.9 Fuel receipts must accompany invoices in the event where the vehicles were refueled.
- 3.7.10 All vehicles must have e-tag fitted in the vehicle.
- 3.8 Two contact persons from the service provider must be available at all times (24 hours) for all eventualities. The following contact details must be submitted:
- full 24-hour service
  - reservation of vehicles
  - confirmation of vehicles
  - delivery of vehicles
  - delivery of petrol card
  - chauffeur service.
- 3.9 If in a joint venture/consortium, please indicate the companies' names (full details) and where they have branches/depots.
- 3.10 Any changes in the vehicles required must be done in consultation with State Protocol and Consular Services.
- 3.11 The service provider must be able to render the required service at short notice (within two to four hours).
- 3.12 The service provider must be responsible for the insurance of the vehicles. In case of an accident, the service provider must be able to provide information relating to the cost of damages as well as provide proof of the excess fee that the department will be liable for when the vehicles are driven by the SAPS or DIRCO officials.
- 3.13 The service provider must ensure that the vehicle has undergone a full inspection prior to handing over or returning the vehicles and all defects should be recorded.
- 3.14 The service provider must ensure that all drivers have undergone screening processes (security background check).

3.15 The service provider must ensure that vehicles provided are roadworthy and fully serviced.

**N.B.** Appointed service provider will be required to sign a Service Level Agreement (SLA) with the Department which will include the points covered in paragraph three (3) above.

#### 4. EVALUATION METHODOLOGY

All bids received will be evaluated in the following phases:

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

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

Document that must be submitted	Non-submission may result in disqualification?	
<p>Completed and signed Standard Bid Documents SBD1, SBD 4 and SBD 6.1,</p> <p>In case of Joint Venture arrangement, all bidders/members must also submit all the mandatory documents</p>	YES	<p>In the event the bidder fails to submit the completed documents at the time of submitting the proposal, a Bidder will be requested to submit the documents within 7 days upon official correspondence from the date of request, failure to submit the documents will disqualify the bidder.</p>
<p>Tax compliance Status on CSD</p>	YES	<p>In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</p> <p>In the event that the bidder is not tax compliant at the time of submission of the proposal, the bidder will be notified in writing of their non-compliance status and will be given 7 working days upon official correspondence to submit a proof from SARS of their tax compliance status</p> <p>The bidder will be disqualified should they fail to provide written proof of their tax compliance status after 7 days of notification.</p>
<p>It is expected that bidder/s complete the attached SBDs which will itemize all costs on services related to the project as indicated in the specifications (VAT inclusive);</p>	YES	<p>All bidders must complete, initial and sign the SBD 3.1 form.</p> <p>All prices must be quoted in South African Rand and include VAT</p>

SBD 3.1.1(Year 1) SBD 3.1.2(Year 2) SBD 3.1.3(Year 3) SBD 3.1.4 (Consolidation)		NB: All SBD 3.1.1 (Year 1), SBD 3.1.2 (Year 2), SBD 3.1.3 (Year 3) and SBD 3.1.4 (Consolidation) must be signed  Failure to submit SBD 3.1 will result in the bidder being disqualified
In case of Joint Venture arrangement, a signed Joint Venture agreement must be attached.	YES	Failure to submit a signed Joint Venture arrangement will result in the bidder being disqualified
Registration on Central Supplier Database (CSD)	YES	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number.  Submit proof of registration.
Five (5) copies of certified valid Public Drivers Permits (PDP) of drivers	YES	Failure to submit proof will result in the bidder being disqualified.
Five (5) copies of certified Advanced Driving Certificates of the drivers	YES	Failure to submit proof will result in the bidder being disqualified.
Commitment letter indicating that the service provider will be able to provide vehicles nationwide	YES	Failure to submit the commitment letter will result in the bidder being disqualified.
Commitment letter indicating that the service provider will conduct a background check (screening) on all the drivers	YES	Failure to submit the commitment letter will result in the bidder being disqualified.
Service provider must provide proof Insurance, indicating that the vehicles are insured and the department will only be liable for the excess fee in case of an accident	YES	Failure to submit proof will result in the bidder being disqualified.

#### 4.2. Phase 2: Functionality criteria

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

The evaluation will be conducted based on proposals submitted.

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

Proposal evaluation

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

A panel will evaluate all proposals for functionality.

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

Functionality Criteria (Part 1)	Weight														
<p>Capacity to deliver</p> <p>Service providers are requested to provide a company profile demonstrating the following:</p> <p>Number of branches or regional offices in the following provinces:</p> <ul style="list-style-type: none"> <li>• Gauteng</li> <li>• Kwazulu-Natal and</li> <li>• Western Cape</li> </ul> <table border="1" data-bbox="320 947 927 1189"> <thead> <tr> <th>Matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>0 Provinces covered</td> <td>0 Points</td> </tr> <tr> <td>1 Province covered</td> <td>1 Point</td> </tr> <tr> <td>2 Provinces covered</td> <td>3 Points</td> </tr> <tr> <td>3 Provinces covered</td> <td>5 Points</td> </tr> </tbody> </table>	Matrix	Points	0 Provinces covered	0 Points	1 Province covered	1 Point	2 Provinces covered	3 Points	3 Provinces covered	5 Points	(10)				
Matrix	Points														
0 Provinces covered	0 Points														
1 Province covered	1 Point														
2 Provinces covered	3 Points														
3 Provinces covered	5 Points														
<p><b>Service Provider Experience</b></p> <ul style="list-style-type: none"> <li>• Service providers are requested to provide company profiles demonstrating a minimum of five (5) years' experience in providing self-driven and - chauffer driven vehicles.</li> </ul> <table border="1" data-bbox="320 1352 927 1693"> <thead> <tr> <th>Matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td><b>2 years or less</b></td> <td>0 points</td> </tr> <tr> <td>3 years</td> <td>1 Point</td> </tr> <tr> <td>4 years</td> <td>2 Points</td> </tr> <tr> <td>5 years</td> <td>3 Points</td> </tr> <tr> <td>6 years</td> <td>4 points</td> </tr> <tr> <td>7 years and more</td> <td>5 points</td> </tr> </tbody> </table> <p>The service provider must provide at least three (3) testimonial letters from previous or current clients proving that the company has provided self-driven and chauffeur-driven vehicle services.</p> <p>For the references/testimonials to be valid, they must include the following information:</p> <ul style="list-style-type: none"> <li>✓ Letterhead;</li> <li>✓ Customer name and contact details;</li> </ul>	Matrix	Points	<b>2 years or less</b>	0 points	3 years	1 Point	4 years	2 Points	5 years	3 Points	6 years	4 points	7 years and more	5 points	(15)
Matrix	Points														
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7 years and more	5 points														



<ul style="list-style-type: none"> <li>✓ Scope of deliverables or services; and</li> <li>✓ Date of Project.</li> <li>✓ Duration of the contract</li> <li>✓ Signed by the customer</li> </ul>	<b>(15)</b>														
<table border="1"> <thead> <tr> <th>Scoring matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>0 testimonial</td> <td>0 Point</td> </tr> <tr> <td>1 valid testimonial</td> <td>1 Point</td> </tr> <tr> <td>2 valid testimonials</td> <td>2 Points</td> </tr> <tr> <td>3 valid testimonials</td> <td>3 Points</td> </tr> <tr> <td>4 valid testimonials</td> <td>4 Points</td> </tr> <tr> <td>5 valid testimonials</td> <td>5 Points</td> </tr> </tbody> </table>		Scoring matrix	Points	0 testimonial	0 Point	1 valid testimonial	1 Point	2 valid testimonials	2 Points	3 valid testimonials	3 Points	4 valid testimonials	4 Points	5 valid testimonials	5 Points
Scoring matrix		Points													
0 testimonial		0 Point													
1 valid testimonial		1 Point													
2 valid testimonials		2 Points													
3 valid testimonials		3 Points													
4 valid testimonials	4 Points														
5 valid testimonials	5 Points														
<p>Management of the contract (Proposed project plan)</p> <ul style="list-style-type: none"> <li>• A project plan must reflect the following factors:             <ol style="list-style-type: none"> <li>1. Processes to be followed when performing the below activities, including the timelines thereof:                 <ol style="list-style-type: none"> <li>a) bookings (normal and urgent)</li> <li>b) changes</li> <li>c) cancellations</li> <li>d) no shows</li> </ol> </li> <li>2. Exception report</li> <li>3. Monthly statement of invoices</li> <li>4. Customer relationship management</li> </ol> </li> </ul>	<b>(10)</b>														
<table border="1"> <thead> <tr> <th>Matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Project Plan not attached</td> <td>0 Points</td> </tr> <tr> <td>Project plan with zero (0) factors</td> <td>1 Point</td> </tr> <tr> <td>Project plan with one (1) factors</td> <td>2 Points</td> </tr> <tr> <td>Project plan with two (2) factors</td> <td>3 Points</td> </tr> <tr> <td>Project plan with three (3) factors</td> <td>4 Points</td> </tr> <tr> <td>Project plan with four (4) factors</td> <td>5 Points</td> </tr> </tbody> </table>		Matrix	Points	Project Plan not attached	0 Points	Project plan with zero (0) factors	1 Point	Project plan with one (1) factors	2 Points	Project plan with two (2) factors	3 Points	Project plan with three (3) factors	4 Points	Project plan with four (4) factors	5 Points
Matrix		Points													
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Project plan with three (3) factors	4 Points														
Project plan with four (4) factors	5 Points														
<b>Total</b>	<b>50</b>														
<b>All service providers who scored less than 30 points on Part 1 of their functionality will not be considered for a site inspection evaluation (Part 2)</b>															

Site Inspection (Part 2)	Weight						
<p><u>Corporate wear</u></p> <p>During the site inspection, the following factors will be considered:</p> <ul style="list-style-type: none"> <li>• formal suit (dark colours)</li> <li>• formal shoes- (dark colours)</li> <li>• shirt and tie</li> </ul>	<b>(10)</b>						
<table border="1"> <thead> <tr> <th>Matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Did not meet all factors</td> <td>0 points</td> </tr> <tr> <td>Met all factors</td> <td>5 points</td> </tr> </tbody> </table>		Matrix	Points	Did not meet all factors	0 points	Met all factors	5 points
Matrix		Points					
Did not meet all factors	0 points						
Met all factors	5 points						

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<p><u>Vehicles</u></p> <p>During the site inspection, the following factors will be considered:</p> <ul style="list-style-type: none"> <li>• types of vehicles as per description (as per paragraph 3.1)</li> <li>• motorcade for the presidential visit (as per Annexure)</li> <li>• roadworthy certificates</li> <li>• vehicles' discs/licenses to be in all vehicles</li> <li>• colours (as mentioned on paragraphs 3.1)</li> </ul> <table border="1" data-bbox="316 571 925 728"> <thead> <tr> <th>Matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Did not meet all factors</td> <td>0 points</td> </tr> <tr> <td>Met all factors</td> <td>5 points</td> </tr> </tbody> </table>	Matrix	Points	Did not meet all factors	0 points	Met all factors	5 points	(10)		
Matrix	Points								
Did not meet all factors	0 points								
Met all factors	5 points								
<p><u>Service records of the vehicles</u></p> <p>During the site inspection, the following factors will be considered:</p> <ul style="list-style-type: none"> <li>• <i>proof of service records of the current fleet.</i></li> </ul> <table border="1" data-bbox="316 918 925 1070"> <thead> <tr> <th>Matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Did not meet all factors</td> <td>0 points</td> </tr> <tr> <td>Met all factors</td> <td>5 points</td> </tr> </tbody> </table>	Matrix	Points	Did not meet all factors	0 points	Met all factors	5 points	(10)		
Matrix	Points								
Did not meet all factors	0 points								
Met all factors	5 points								
<p><u>Staff complement</u></p> <p>During the site inspection, the following factors will be considered:</p> <ul style="list-style-type: none"> <li>• office manager</li> <li>• Receptionist</li> <li>• number of drivers (five drivers)</li> <li>•</li> </ul> <table border="1" data-bbox="316 1321 925 1473"> <thead> <tr> <th>Matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Did not meet all factors</td> <td>0 points</td> </tr> <tr> <td>Met all factors</td> <td>5 points</td> </tr> </tbody> </table>	Matrix	Points	Did not meet all factors	0 points	Met all factors	5 points	(5)		
Matrix	Points								
Did not meet all factors	0 points								
Met all factors	5 points								
<p><b>Key Personnel Experience</b></p> <p>Contract Manager with a minimum of five (5) years experience in providing self-driven and - chauffer driven vehicles. (must be supported with a Curriculum Vitae with contactable references).</p> <p>Evaluation Matrix:</p> <table border="1" data-bbox="316 1769 925 1960"> <thead> <tr> <th>Matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td><b>2 years and less</b></td> <td>0 Points</td> </tr> <tr> <td>3 years</td> <td>1 Point</td> </tr> <tr> <td>4 years</td> <td>2 Points</td> </tr> </tbody> </table>	Matrix	Points	<b>2 years and less</b>	0 Points	3 years	1 Point	4 years	2 Points	(5)
Matrix	Points								
<b>2 years and less</b>	0 Points								
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4 years	2 Points								

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5 years	3 Points		
6 years	4 points		
7 years and more	5 points		
Account Manager with a minimum of 3 years in providing self-driven and - chauffeur driven vehicles. (must be supported with a Curriculum Vitae with contactable references).			
Evaluation Matrix:			
<b>Matrix</b>	<b>Points</b>		
2 years and less	0 Points		<b>(10)</b>
3 years	1 Point		
4 years	2 Points		
5 years	3 Points		
6 years	4 points		
7 years and more	5 points		
<b>Total</b>			
<b>All service providers who scored less than 30 points on Part 2 of the site inspection, will not be considered for Price and Preferential Points Evaluation</b>			
<b>Total</b>			<b>100</b>

#### 5.1 Phase 4: Price and preference points

- 5.1.1 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:
- 5.1.2 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.

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

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

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

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

## 6 GENERAL CONDITIONS

- 6.1 DIRCO will enter into a service level agreement with the successful bidder/s to supplement the master agreement. The service level agreement will, among others, govern the relationship between the parties; ensure that services are provided according to specified standards and within stipulated timeframes; and provide for penalties and remedies for under/poor performance and non-compliance with terms and conditions of the service level agreement.
- 6.2 In case of a consortium, the bidders must indicate how a joint venture (if the bidders are a joint venture between a BEE firm and a non-BEE firm) will split the work between the companies. The details must be such that DIRCO can audit the actual work allocation between the companies to enforce the transfer of skills. The percentage involvement of each company in the joint venture should also be indicated. DIRCO will only enter into a contract with the appointed service provider.
- 6.3 DIRCO reserves the right to appoint more than one bidder/bidder.
- 6.4 DIRCO reserves the right to perform period checks and interventions during the implementation of the bid.
- 6.5 The bid evaluation will only be done based on information that was requested and provided.
- 6.6 All documents submitted in response to this proposal shall become the property of DIRCO.
- 6.7 The prospective bidders are required to indicate their **costing per item** for ease of evaluation.
- 6.8 Management of the contract:
  - 6.8.1 The appointed service provider will be subjected to a vetting process and security clearance for all its employees
  - 6.8.2 Deviations to the contract requirements must be submitted to DIRCO on a monthly basis
  - 6.8.3 The proposal must reflect the manner in which the account will be handled.
- 6.9 DIRCO reserves the right and full discretion to:
  - 6.9.1 Withdraw from this process and the provisions of the bid at any time.
  - 6.9.2 Cancel this bid at any time and all subsequent proposals may be rejected in whole or in part.
  - 6.9.3 Change the dates of adjudication and submission.
- 6.10 The department's decisions will be final, and no correspondence will be entered into from the closing date of submissions until after the selection process has been completed. Bidders will be formally notified of the outcome of the bid.

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- 6.11 A bid proposal will only be deemed accepted once written notice is given by DIRCO to the successful bidder and a service level agreement has been entered into between parties.
- 6.12 Receipt of a proposal neither commits DIRCO to award the bid to any entity, even if all requirements stated in this TOR are met, nor does it limit DIRCO's right to negotiate in its best interest.
- 6.13 It will be accepted that the bidder, on submitting the bid response, has read, understood and accepted all the terms and conditions of this TOR. It shall therefore be presumed by DIRCO that the submission of the bid proposal by any bidder confirms its complete acceptance of the terms and conditions of the document.
- 6.14 DIRCO reserves the right to invite bidders to present or otherwise demonstrate their proposed solution to clarify aspects that are required as part of the evaluation process, at the respondent's own costs.
- 6.15 DIRCO reserves the right to conduct a site visit to verify the existence of the facilities and the functioning of the Incident Management Centre as part of the evaluation process.
- 6.16 DIRCO will not be responsible for or pay any expense or losses which may be incurred by any bidder in the preparation and submission of the bid proposal and the costs of the proposal at all stages of the bid process shall be for each bidder's own account.
- 6.17 If the bidder is a company, a certified copy of the resolution of the Board of Directors (personally signed by the Chairperson of the Board) authorising the person who signs this bid proposal to do so, as well as to sign any agreement resulting from this bid and any other documents and correspondence in connection with this bid and/or agreement on behalf of the company, must be submitted with this bid proposal.
- 6.18 If the respondent is a partnership, a certified copy of the resolution of the partners (personally signed by all the partners) authorising the person who signs this bid proposal to do so, as well as to sign any agreement resulting from this bid and any other documents and correspondence in connection with this bid and/or agreement on behalf of the partnership, must be submitted with this bid proposal.
- 6.19 If a bidder/bidders and its partner, or any person employed by him/her/it, is found to have either directly or indirectly offered, promised or given to any person in the employ of DIRCO any commission, gratuity, gift or other consideration, DIRCO shall have the right summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to immediately disqualify the bidder. The bidder will be responsible for all and any loss that DIRCO suffers as a result hereof.
- 6.20 All information and pricing will be treated as strictly confidential and will be used for the evaluation of the bid only. No information will be disclosed to parties outside of the bid evaluation committee.

- 6.21 Throughout this bid process and thereafter, prospective bidders must obtain from DIRCO written approval prior to the release of any information that pertains to the potential work or activities covered by this bid or the subsequent process. Failure to adhere to this requirement will result in immediate disqualification from the bid process and DIRCO reserves the right to institute legal proceedings against the bidder.
- 6.22 DIRCO will treat all proposals as confidential until a contract is awarded, or the process is completed. Thereafter, proposals and related documentation may be made available for inspection at DIRCO's sole discretion, except for material that is proprietary or confidential. DIRCO will not disclose or make public any information, which the bidder and its partner has marked "proprietary" or "confidential".
- 6.23 It is compulsory for all persons employed or contracted by the successful bidder/bidders and its partner and who will partake in this project to undergo security vetting.
- 6.24 DIRCO reserves the right to require the replacement of any person assigned to this project, should they not receive a successful security clearance, at the commencement of the contract.

## 7 CONTACT PERSONS AND SUBMISSIONS

All enquiries can be directed to Supply Chain Management.  
Enquiries pertaining to the completion of tender documents can be  
Directed to the Bid Office, tel. 012 301 1395/ 0362/0915

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

### **Per hand**

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

OR

### **Post**

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

Submissions should be posted to be received or hand-delivered to mentioned addresses on or before **11:00am** on the closing date **08 November 2024**.

Prospective service providers/suppliers are encouraged to submit their proposals before the closing time and date, as late submissions will not be accepted.  
***E-mailed or faxed submissions shall not be accepted.***

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION</b>					
BID NUMBER:	DIRCO:03-2024/25	CLOSING DATE:	08 NOVEMBER 2024	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SELF-DRIVEN AND CHAUFFEUR-DRIVEN VEHICLES FOR A PERIOD OF THREE (3) YEARS FOR THE VISITING FOREIGN HEADS OF STATES/GOVERNMENT, DEPUTY PRESIDENTS, FOREIGN MINISTER AND DEPUTY MINISTERS OF INTERNATIONAL RELATIONS AND COOPERATION (PRINCIPALS) AS WELL AS OTHER EMINENT DIGNITARIES HOSTED BY THE PRINCIPALS AND ALSO FOR THE OFFICES OF THE DIRCO MINISTER, DEPUTY MINISTERS, DIRECTOR-GENERAL AND THE BRANCH STATE PROTOCOL AND CONSULAR SERVICES</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)					
OR TAMBO BUILDING					
460 SOUTPANSBERG ROAD					
RIETONDALE					
0084					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?		<input type="checkbox"/> No			<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	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					



## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

**SBD 3.1.1 YEAR ONE (1)**

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

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

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

Name of bidder.....	Bid number: <b>DIRCO 03-2024/25</b>
Closing date: <b>08 November 2024</b>	Closing Time <b>11:00am</b>

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

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

TYPE OF VEHICLE	COST OF AVERAGE OF 300KM PER DAY (VAT INCL)	RATE PER KM CHARGE IN EXCESS OF 300 KM PER DAY (VAT INCL)
MERCEDES BENZ (C- CLASS)/BMW (3 SERIES)/ AUDI A4		
MERCEDES BENZ (E- CLASS)/BMW (5 SERIES)/AUDI A6		
MERCEDES BENZ (S-CLASS)/BMW (7 SERIES)/ AUDI A8		
LUGGAGE VAN (panel van)		
Toyota Corolla		
7-SEATER BUS		
10-SEATER BUS		
20-SEATER BUS		
Luxury 4X4 SUV (BMW X5/MERCEDES BENZ ML		
<b>TOTAL</b>		

.....  
Signature

.....  
Initials

**2 SELF-DRIVE VEHICLES REQUIRED**

TYPE OF VEHICLE	COST OF AVERAGE OF 300KM PER DAY (VAT INCL)	RATE PER KM IN EXCESS OF 300 KM PER DAY (VAT INCL)
MERCEDES BENZ (C-CLASS)/BMW (3 SERIES)/AUDI A4		
MERCEDES BENZ (E-CLASS)/BMW (5 SERIES)/AUDI A6		
MERCEDES BENZ (S-CLASS)/BMW (7 SERIES)/AUDI A4		
LUGGAGE VAN (Vito or similar)		
7-SEATER BUS		
10-SEATER BUS		
20-SEATER BUS		
4X4 SUV (BMW X5/MERCEDES BENZ ML)		
Mercedes Benz (S-class) / BMW 7 series/Audi A8 armoured vehicle for Heads of State/Government or Mercedes Benz (E-class), BMW 5 series/Audi A6 or armoured vehicle for Ministers (B6 or B7 level) when the need arises		
<b>TOTAL</b>		

**NB: Evaluation on Price will be done using the Total Daily Rate (3 years) and Total Rate per KM on excess of 300 KM (3 years). Bidders are required to complete Total Costs on SBD 3.1.4 which is the consolidation of costs for three (3) years.**

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Signature

.....  
Initials

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

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

**\*Delete if not applicable**

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Signature

.....  
Initials

**SBD 3.1.2 YEAR TWO (2)**

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

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

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

Name of bidder.....	Bid number: <b>DIRCO 03-2024/25</b>
Closing date: <b>08 November 2024</b>	Closing Time <b>11:00am</b>

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

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

TYPE OF VEHICLE	COST OF AVERAGE OF 300KM PER DAY (VAT INCL)	RATE PER KM CHARGE IN EXCESS OF 300 KM PER DAY (VAT INCL)
MERCEDES BENZ (C- CLASS)/BMW (3 SERIES)/ AUDI A4		
MERCEDES BENZ (E- CLASS)/BMW (5 SERIES)/AUDI A6		
MERCEDES BENZ (S-CLASS)/BMW (7 SERIES)/ AUDI A8		
LUGGAGE VAN (panel van)		
Toyota Corolla		
7-SEATER BUS		
10-SEATER BUS		
20-SEATER BUS		
Luxury 4X4 SUV (BMW X5/MERCEDES BENZ ML		
<b>TOTAL</b>		

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Signature

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Initials

**4 SELF-DRIVE VEHICLES REQUIRED**

TYPE OF VEHICLE	COST OF AVERAGE OF 300KM PER DAY (VAT INCL)	RATE PER KM IN EXCESS OF 300 KM PER DAY (VAT INCL)
MERCEDES BENZ (C-CLASS)/BMW (3 SERIES)/AUDI A4		
MERCEDES BENZ (E-CLASS)/BMW (5 SERIES)/AUDI A6		
MERCEDES BENZ (S-CLASS)/BMW (7 SERIES)/AUDI A4		
LUGGAGE VAN (Vito or similar)		
7-SEATER BUS		
10-SEATER BUS		
20-SEATER BUS		
4X4 SUV (BMW X5/MERCEDES BENZ ML		
Mercedes Benz (S-class) / BMW 7 series/Audi A8 armoured vehicle for Heads of State/Government or Mercedes Benz (E-class), BMW 5 series/Audi A6 or armoured vehicle for Ministers (B6 or B7 level) when the need arises		
<b>TOTAL</b>		

**NB: Evaluation on Price will be done using the Total Daily Rate (3 years) and Total Rate per KM on excess of 300 KM (3 years). Bidders are required to complete Total Costs on SBD 3.1.4 which is the consolidation of costs for three (3) years.**

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Signature

.....  
Initials

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

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

**\*Delete if not applicable**

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Signature

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Initials

SBD 3.1.3 YEAR THREE (3)

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder..... Bid number: DIRCO 03-2024/25
Closing date: 08 November 2024 Closing Time 11:00am

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

Table with 4 columns: ITEM NO., QUANTITY, DESCRIPTION, BID PRICE IN RSA CURRENCY (INCLUDING VAT)

5 CHAUFFEUR-DRIVEN VEHICLES REQUIRED: (Cost of chauffeur included in daily rates and overtime specifications)

Table with 3 columns: TYPE OF VEHICLE, COST OF AVERAGE OF 300KM PER DAY (VAT INCL), RATE PER KM CHARGE IN EXCESS OF 300 KM PER DAY (VAT INCL)

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Signature

.....
Initials

**6 SELF-DRIVE VEHICLES REQUIRED**

TYPE OF VEHICLE	COST OF AVERAGE OF 300KM PER DAY (VAT INCL)	RATE PER KM IN EXCESS OF 300 KM PER DAY (VAT INCL)
MERCEDES BENZ (C-CLASS)/BMW (3 SERIES)/AUDI A4		
MERCEDES BENZ (E-CLASS)/BMW (5 SERIES)/AUDI A6		
MERCEDES BENZ (S-CLASS)/BMW (7 SERIES)/AUDI A4		
LUGGAGE VAN (Vito or similar)		
7-SEATER BUS		
10-SEATER BUS		
20-SEATER BUS		
4X4 SUV (BMW X5/MERCEDES BENZ ML		
Mercedes Benz (S-class) / BMW 7 series/Audi A8 armoured vehicle for Heads of State/Government or Mercedes Benz (E-class), BMW 5 series/Audi A6 or armoured vehicle for Ministers (B6 or B7 level) when the need arises		
<b>TOTAL</b>		

**NB: Evaluation on Price will be done using the Total Daily Rate (3 years) and Total Rate per KM on excess of 300 KM (3 years). Bidders are required to complete Total Costs on SBD 3.1.4 which is the consolidation of costs for three (3) years.**

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Signature

.....  
Initials

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

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

**\*Delete if not applicable**

.....  
Signature

.....  
Initials

**SBD 3.1.4 GRAND TOTAL FOR THREE (3) YEARS****PRICING SCHEDULE – FIRM PRICES****(PURCHASES)**

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

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

Name of bidder..... Bid number: **DIRCO 03-2024/25**

Closing date: **08 November 2024**

Closing Time: **11:00am**

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

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

<b>RFP NAME:</b>	<b>THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS</b>	
<b>Price Declaration</b>		
<b>Dear Sir/Madam,</b>		
Having read through and examined the Request For Proposal (RFP) Document, the General Conditions, The Requirement and all other Annexures to the RFP Document, we offer to provide OFF-SITE travel management service to the DIRCO at the following total amounts (including VAT)		
<b>Period (Years)</b>	<b>Grand Total (incl. VAT)</b>	
<b>Year 1</b>	<b>SBD 3.1.1</b>	<b>R</b>
<b>Year 2</b>	<b>SBD 3.1.2</b>	<b>R</b>
<b>Year 3</b>	<b>SBD 3.1.3</b>	<b>R</b>
<b>Total Bid price (all inclusive)</b>	<b>(incl. VAT)</b>	<b>R</b>
<b>In words:</b>		



--

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

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

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

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

The prices will be used as indicative prices for purposes of comparison, the final award price will be based on the usage of the contract.

Signature	Date
-----------	------

Print Name: .....

Designation:.....

FOR AND ON BEHALF OF: COMPANY NAME

Tel No: .....

Fax No: .....

Cell No: .....

Email:.....

--

## 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

---

<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

<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**

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<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:

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

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:

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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



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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
<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>	
71-100	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

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

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

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

**DATE:** .....

**ADDRESS:** .....  
.....  
.....  
.....

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

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

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

RSA.

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



obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises. the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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



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

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