SPECIAL CONDITIONS OF CONTRACT

BID NUMBER RT253-2021

RT253-2021: SUPPLY AND DELIVERY OF SURGICAL CATHETERS, TUBES AND RELATED ITEMS TO THE STATE FOR THE PERIOD 1 OCTOBER 2021 TO 30 SEPTEMBER 2024

CLOSING DATE AND TIME OF BID: 13 AUGUST 2021 @ 11h00

BID VALIDITY PERIOD: 180 DAYS

NATIONAL TREASURY

TRANSVERSAL CONTRACTING

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LIST OF ABBREVIATIONS

BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
BQRC	Bid Quality Review Committee
B-BBEE	Broad-Based Black Economic Empowerment
CPA	Contract Price Adjustment
CPI	Consumer Price Index
CSD	Central Supplier Database
EME	Exempted Micro Enterprise
ISO	International Organisation for Standardisation
NDoH	National Department of Health
NT	National Treasury
OCPO	Office of the Chief Procurement Office
PDoH	Provincial Department of Health
PPI	Producer Price Index
PPR 2017	Preferential Procurement Regulation 2017
QA	Quality Assurance
QSE	Qualifying Small Enterprise
RoE	Rate of Exchange
RSA	Republic of South Africa
SLA	Service Level Agreement
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SCC	Special Conditions of Contract
SCM	Supply Chain Management
STATS SA	Statistics South Africa
SBD	Standard Bidding Document
TCBD	Transversal Contract Bidding Documents
TC	Transversal Contracts
TIC	Tender Information Centre
VAT	Value Added Tax
WHO	World Health Organization

DEFINITIONS

Consumable	A commodity that is intended to be used up relatively quickly because its end-of-life is reached after a single use
Customer	A participant on the transversal contract who procures goods and/or services from the appointed Supplier(s)
Delivery	The process of transporting goods from a bidder's source location to a predefined destination by the Participants
Due Diligence	The investigation or exercise of care that the State conducts before entering into an agreement with the bidders to validate the bid responses
Mandatory	A mandatory document in terms of the bid is a document that is required, obligatory, or compulsory. Non-submission means no further evaluation of the bidder
Recall	An item recall is the process of retrieving defective and/or potentially unsafe goods from participants while providing those participants with compensation. Recalls often occur as a result of safety concerns over a manufacturing defect that may harm its user

LIST OF ANNEXURES

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RETURNABLE DOCUMENTS

Table 1: Returnable Bid Document Checklist

#	Document Name	Included in the published bid document?	To be returned by bidder
LEGISLATIVE REQUIREMENTS DOCUMENTS			
1	SBD 1: Invitation to Bid	Yes	Yes
2	Letter of Authority (As per SBD1)	No	Yes
3	Central Supplier Database Report (CSD report)	No	Yes
4	SBD 2 – Tax Clearance Certificates Requirements	Yes	No, NT will use CSD for verification
5	SBD 4 Declaration of Interest	Yes	Yes
6	SBD 5 The National Industrial Participation Programme	Yes	Yes
7	SBD 6.1 Preference Points Claim Form	Yes	Yes
8	SBD 6.2 Declaration Certificate for Local Production and Content for Designated Sectors	Yes	Yes
9	SBD 8 Declaration of Bidder's Past SCM Practises	Yes	Yes
10	SBD 9 Certificate of Independent Bid Determination	Yes	Yes
PHASE I: PRE-QUALIFICATION REQUIREMENTS			
11	Original or certified copy of B-BBEE certificate or a sworn affidavit	No	Yes
PHASE II: MANDATORY REQUIREMENTS			
12	SAHPRA Licence: Medical Devices Regulations (Company)	No	Yes
13	Annexure A - Pricing Schedule	Yes	Yes (only items offered)
PHASE III: TECHNICAL REQUIREMENTS			
14	Quality Assurance Standards	No	Yes
15	British Pharmacopoeia (BP) Products	No	Yes

#	Document Name	Included in the published bid document?	To be returned by bidder
16	TCBD 1 Authorisation Declaration	Yes	Yes
17	TCBD 1.1 (List of goods or services offered)	Yes	Yes
18	TCBD 1.2 Letter of undertaking	Yes	Yes
19	Test Report / sample submission letter from SANAS Accredited Institution	No	Yes
OTHER DOCUMENTS			
20	Company Profile	No	Yes
21	Special Conditions of Contract	Yes	Yes
22	General Condition of Contract	Yes	Yes
23	TCBD 6 – Response Field Explanation (To be read for information purposes only)	Yes	No
24	Read me – CSD Fact sheet and leaflet (To be read for information purposes only)	Yes	Yes

#NB 1: All the prospective bidders are required to return these documents as per above sequence.

#NB 2: The above table for returnable documents is a guide only on how and which documents must be submitted.

#NB 3: It is the responsibility of the bidder to ensure that they read each paragraph in the Special Conditions of Contract and Bid to determine all documents required and templates must be completed and submitted accordingly.

1. INTRODUCTION

This bid is for supply and delivery of surgical catheters, tubes and related items to the state for the period 1 October 2021 to 30 September 2024.

This bid document is divided as follows:

1.1	Section A	:	Conditions of bid
1.1.1	Part 1	:	Evaluation criteria consisting of 4 phases.
1.1.2	Part 2	:	Other bid requirements
1.2	Section B	:	Conditions of Contract

2. LEGISLATIVE AND REGULATORY FRAMEWORK

2.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2017 Regulations. The Special Conditions of Contract (SCC) are supplementary to that of General Conditions of Contract. However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2.2 **Tax Compliance Requirements**

2.2.1 It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

2.2.2 The Tax Compliance status requirements are also applicable to potential foreign bidders / individuals who wish to submit bids.

2.2.3 It is a requirement that bidders grant a written confirmation when submitting this bid response that SARS may on an on-going basis during the tenure of the transversal contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

2.2.4 Bidders are required to be registered on the Central Supplier Database (CSD) and NT shall verify the bidder's tax compliance status through the CSD or through SARS.

2.2.5 Where Consortia / Joint Ventures / Sub-Contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD or through SARS.

2.3 **Standard Bidding Documents**

The following standard bidding documents must be submitted with the bid at the closing date and time of bid.

- SBD 1 – Invitation to bid
- SBD 4 – Declaration of interest
- SBD 5 – The National Industrial Participation Programme
- SBD 6.1 – Preference Points Claimed (BBBEE)
- SBD 6.2 –Declaration Certificate for Local Production and Content for Designated Sectors
- SBD 8 – Declaration of Past SCM Practices
- SBD 9– Certificate of Independent Bid Determination

3. BID INFORMATION SESSION

3.1 A Virtual non-compulsory information session will be scheduled as follows:

Date: : **23 July 2021**
Time : 11h00 -12h30
Venue: Virtual Meeting (Microsoft teams)

3.2 A link to the briefing session will be published on National Treasury's website and bidders can be able to access the meeting http://www.treasury.gov.za/divisions/ocpo/ostb/CurrentTenders.aspx

3.3 The briefing session is not compulsory but will provide bidders with an opportunity to obtain clarity on certain aspects of the procurement process as set out in this bid document.

3.4 The state reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.

3.5 Bidders are encouraged to prepare questions upfront and send them to National Treasury (NT) by e-mail to transversal.contracting3@treasury.gov.za before the briefing session. The closing date for receipt of all enquiries is **12 August 2021**. All enquiries beyond this closing date will not be considered. -

4. SPECIFICATIONS AND SCOPE OF WORK

4.1 Bidders must be able to supply the products as per the attached detailed specifications Annexure A. The categories for the items are as follows:

Table 2: Item Categories

#	Category	No of Sub -Category
	Containers	2
	Catheters	108
	Urine drainage bag	9
	Connector	4
	Tubes	39
	Gastrostomy tube kit	4
	Incontinence sheath	8
	Enteral enfit syringe	11
	Feeding tubes	44
	Low profile skin level gastrostomy feeding tube kit	12
	Filter for parenteral nutrition in neonates	2
	Frame	2
	Mucous extractor	1
	Gravity set	1
	Dual universal spike set	1
TOTAL NUMBER OF ITEMS		**248**

SECTION A

CONDITIONS OF BID

5. PART 1: EVALUATION CRITERIA

The bid shall be evaluated in four (4) phases as per the table below:

Table 3: Evaluation Criteria

PHASE I	PHASE II	PHASE III	PHASE IV
Pre -Qualifying Criteria	**Compliance with mandatory and other standard bidding documents**	**Technical Specification Compliance**	**Price and B-BBEE**
Regulation 4(1) (a) Level 1-8	Compliance with mandatory and other bid requirements	Compliance with technical specifications and requirements	Bids evaluated in terms of the 90/10 preference system

5.1 PHASE I: PRE- QUALIFYING CRITERIA FOR PREFERENTIAL PROCUREMENT

5.1.1 It is a condition of this bid that only one or more of the following bidders may respond to this bid:

a) A bidder having a B-BBEE status level contributor 1 to 8. Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or sworn affidavit at the closing date and time of the bid in order to prove compliance.

5.1.2 Bidders are required to submit proof of B-BBEE status level of contributor. Proof includes original and valid B-BBEE status level verification certificates or certified copies thereof or a sworn affidavit signed by the EME representative and attested by Commissioner of oaths.

5.1.3 A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate. Bidders who submit individual BBBEE certificates or Sworn affidavit will be disqualified.

5.1.4 Public entities and tertiary institutions must also submit their B-BBEE certificate

5.1.5 Non-compliance with the requirement for pre-qualification will invalidate the bid.

5.2 PHASE II: MANDATORY AND OTHER STANDARD BIDDING DOCUMENTS REQUIREMENTS

Bidders' must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements. Bidders who fail to comply with any of the mandatory criteria will be disqualified.

5.2.1 South African Health Products Regulatory Authority (Medicines Control Council): Medical Devices and In Vitro Diagnostic Regulation

5.2.1.1 Bidders must submit a Manufacturers, distributors and or wholesalers licence as per the Medical Devices and In Vitro Diagnostic regulations as referred to in Section 22C(1)(b) of the Medicines and Related Substances Act, 1965 (Act No. 101 of 1965), must submit a licence for the manufacturing, importing, exporting, distribution and or wholesaling of medical devices and IVDs, as issued by the South African Regulatory Authority at the closing date and time of bid.

5.2.1.2 Upon such time that medical devices are called up for registration, via publication in the Government Gazette, bidders, who have been licensed as medical device establishments must submit evidence of the approved registration certificate of the said medical device.

5.2.2 Pricing Structure and Schedule

5.2.2.1 Bidder are required submit their price offers in the template provided for **Annexure A: Pricing Schedule.** The Pricing Schedule must be submitted in two forms, as hardcopy and in an excel spreadsheet saved in a USB/memory stick at the closing date and time of bid. Both the hard copy and the excel version must be the same (replica).

5.2.2.2 The hardcopy version of the pricing schedule will be the legal document.

5.2.2.3 The Pricing Schedule (Annexure A) must not be a scanned PDF but must be submitted in an excel format with a USB.

5.2.2.4 The pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof. The prices quoted must be inclusive of all applicable taxes. The bid price offered for service is deemed to be as advertised in the item specification.

5.2.2.5 Price structures that do not comply with the requirements of the above paragraph may invalidate the bid.

5.3 PHASE III: TECHNICAL SPECIFICATION COMPLIANCE

Bid which have complied with Phase I and Phase II of the evaluation will be evaluated on Phase III evaluation

5.3.1 Standards/Specifications

5.3.1.1 Items must comply with specification as stated in the bid document (Pricing Schedule) **Annexure A** of each item.

5.3.1.2 Pump for the sets have to be provided on loan (free of charge) to the health facilities with one pump for every 12 sets used per month. The pump has to be maintained on a regular basis by the company free of charge. If a pump has to go for repairs, a replacement pump has to be provided for this period. Plugs must be in a usable form. Must have an alarm indicator for overcharging.

5.3.1.3 The state reserves the right to consider products which has a reasonable deviation to the specification subject to the deviation not causing any harm clinically to the target patient population that the product is aimed at. This will therefore be decided upon based on the clinical judgement and expertise of the Bid Evaluation Committee.

5.3.2 Quality Assurance Requirements

5.3.2.1 Bidder must submit at the closing date and time of bid, valid quality assurance certificates ISO 9001 or ISO 13485 to confirm compliance. The holder of the certificates must be the original manufacturer each product offered. Failure to submit these documents will invalidate your bid.

5.3.3 British Pharmacopoeia (BP) Products

5.3.3.1 Where applicable, bidders must submit at the time and closing date of bid a declaration document from the original manufacturer that the product complies with British Pharmacopoeia (BP) and is manufactured according to the specified standard.

5.3.4 Authorisation Declaration

5.3.4.1 All bidders must complete the “Authorisation Declaration” (TCBD 1 and TCBD 1.1) in full for all relevant goods or services they are offering, sign it and submit it together with the bid response at the closing date and time of the bid.

5.3.4.2 Any bidder who is sourcing goods or services from a third party must submit a valid Third-Party Undertaking letter (template provided as TCBD 1.2) in full for all relevant goods or services. Only a letter of undertaking from the Original Product Manufacturer (OPM**)** will be considered. The letter of undertaking must include but not limited to the following:

- List of items indicating, item description and brand/model name and or number.

- Letter must be on the manufacturer's or third party's letter head, dated and signed.
- The term of the agreement. Letters with a period term of less than 36 months will not be considered.
- Have contactable details such as, signatory name, physical address, telephone, and email details.
- All information on the letter must be in English.

5.3.4.3 The State reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and its Annexures and should the information be found to be false or incorrect, the State will exercise any of the remedies available to it in the bid documents and or disqualify the bid.

5.3.4.4 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the State.

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

5.3.5 **Test Report from a SANAS Accredited Institutions**

5.3.5.1 All bidders are required to submit a test report issued by a SANAS accredited institutions for all items with standards. The test reports must not be older than twenty-four (24) months at the closing date of the bid.

5.3.5.2 The procedures for sampling frame guidelines and testing for product compliance may differ and should be obtained from the relevant testing institution prior to submission of samples. The cost of compliance testing will be for the account of the prospective bidder.

5.3.5.3 In the event that a test report cannot be obtained from the testing institution prior to the closing date and time of the bid, the bidder must submit proof issued by the SANAS accredited institution that the sample had been submitted for testing on or before the closing date and time of the bid.

5.3.5.4 Where a bidder has submitted a letter from a SANAS accredited institution, bidders are required to submit the test report as soon as it is issued by the relevant institution. It is the responsibility of the bidder to ensure that the test reports are submitted to National Treasury as soon as the test report is issued.

5.3.5.5 Bids not supported by test reports will be disregarded in respect of the item (s) for which test reports are not submitted during evaluation including bidders who failed to submit the test report immediately after it has been issued by the testing institution.

5.3.5.6 Bidders must enquire at South African Bureau of Standards office's countrywide for the relevant standards specifications for SANS, SABS, ISO AND CKS. Obtaining any standards/specifications will be the responsibility and for the account of the prospective bidder. To purchase standards, obtain quotes or enquire about the availability of eStandards, please contact Standards Sales at: Email: Physical Address: 1 Dr Lategan Road, Groenkloof, Pretoria. Contact person: **Ms Matlala Raphiri** Tel: 012 428 6057 /6694 Email: matlala.raphiri@sabs.co.za and **Mr Barnard Molalatladi** Tel: 012 428 6812 Email:

barnard.molalatladi@sabs.co.za Website: www.sabs.co.za and follow the "Search/Buy Standards" link

5.3.6 **Samples submission for Visual Screening Evaluation**

5.3.6.1 All items must comply with technical specification as provided in this bid as stated in the technical specification detail of each item. Failure to comply will invalidate the items concerned.

5.3.6.2 Bidders are required to submit samples for visual screening evaluation for all items offered to verify compliance with technical specifications. Failure to submit the samples as required will invalidate the bid for the items which samples are not submitted.

5.3.6.3 **Sample Submission –**

- National Treasury will send a schedule indicating a date, time, place, and venue to short listed bidders to submit samples for the evaluation. Bidders' attention is drawn to the fact that a schedule for sample submission may be forwarded to bidders at a short notice of at least two weeks prior to the date of sample submission. The request to submit samples may be immediately after the closing date and therefore bidders are required to be ready to submit the samples from the closing date of the bid.
- It is a responsibility of the bidder to ensure that correct contact details are provided in the bid document and to ensure that samples are submitted on time, at the correct venue.
- Where different sizes of the same item are called for against different item numbers, samples of each size must be submitted.
- All samples submitted must be a true representation of the product which will be supplied during the contract period. Must be in the in the original pack and comply to labelling requirements.
- All samples must be in original packaging for sample evaluation. Samples that are not in original packaging will not be disqualified.
- The quantity of samples required for each item is indicated on the **Annexure B sample register.**

5.3.6.4 **Marking of samples to be submitted for Visual Screen Evaluation**

- Samples must be clearly marked on the outside with the bid number, bidder's name and bid item number. This detail must appear on a label attached to each individual sample.
- Failure to comply with this condition may invalidate the bid against the relevant item.

5.3.6.5 **Collection of all samples –**

- If practical for samples to be collected, bidders will be informed of the date, time, and place where samples may be collected. If samples have not been collected by the bidder after National Treasury

have issued a request to bidders to collect the samples, the samples will be disposed of at the discretion of National Treasury.

5.4 PHASE IV: PRICE AND B-BBEE (90/10 CRITERIA)

5.4.1 Responsive Field

Bidders are required to submit responsive bids by completing all the prices per line items they are bidding for, mandatory response fields and item questionnaires on the provided pricing schedule for the individual items. In this regard bidders' attention is drawn to the response field and price structure explanations and examples supplied in the document (TCBD-Response Field)

5.4.2 Applicable Taxes

All bid prices must be inclusive of all applicable taxes. Failure to comply with this condition will invalidate the bid.

5.4.3 Value Added Tax

All bid prices must be inclusive of fifteen percent (15%) Value Added Tax. Failure to comply with this condition may invalidate the bid.

5.4.4 Pricing Structure

5.4.4.1 Bidders are required submit their price offers in the template provided for **Annexure A**: Pricing Schedule. The Pricing Schedule must be submitted in two forms, as hardcopy which must be included in the bid document and in an excel spreadsheet saved in a USB/memory stick at the closing date and time of bid. Both the hard copy and the excel version must be the same (replica).

5.4.4.2 The hardcopy version of the pricing schedule will be the legal document.

5.4.4.3 The electronic pricing schedule **(Annexure A)** must not be converted into PDF but must be submitted in an excel format and saved into a USB.

5.4.4.4 The pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof. The prices quoted must be inclusive of all applicable taxes. The bid price offered for service is deemed to be as advertised in the item specification.

5.4.4.5 Price structures that do not comply with the requirements of the above paragraph may invalidate the bid.

5.4.5 Preferential Point System

5.4.5.1 In terms of Regulation 7 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10 preference point system in terms of which points are awarded to bidders based on:

i. The bid price (Maximum of 90 points)
ii. B-BBEE status level of contributor (maximum 10 points)

5.4.5.2 The following formula will be used to calculate the points for price:

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5.4.5.3 A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

Table 4: Preference Point System

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5.4.5.4 Bidders are required to complete the preference claim form SBD 6.1, and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point.

5.4.5.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

5.4.5.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by an accredited verification agency or a sworn affidavit will be considered for preference points.

5.4.5.7 The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

5.4.5.8 The points scored will be rounded off to the nearest two (2) decimals.

5.4.5.9 In the event that two (2) or more bids have scored equal total points, the award will be to the bidder scoring the highest number of preference points for B-BBEE.

5.4.5.10 However, when functionality is part of the evaluation process and two (2) or more bidders have scored equal points including equal preference points for B-BBEE, the awarded will be to the bidder scoring the highest for functionality.

5.4.5.11 Should two (2) or more bids be equal in all respects, the award shall be decided by the drawing of lots.

5.4.5.12 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

5.4.6 **PREFERENCE FOR LOCAL PRODUCED PRODUCT**

5.4.6.1 For the items which are not part of the designation sector, the State reserves the right to consider and give preferences to locally produced products offered as per Preferential Procurement Policy Framework revised regulation, Paragraph 8.4 (a). Bidders are required to indicate on the pricing schedule the products manufacturers details.

5.4.6.2 In order to give preference to local produced products, the definition of a locally produced product will be limited to at least conversion process (substantiated value add) being in the Republic of South Africa. Substantial supporting documents may be required at any point in time prior and post award of the contract. Due diligence, which include site visits, may be conducted in this regard. The follows aspect must be complied to:

- The site/s of manufacture and/or assembling of the product offered is in South Africa.
- Demonstrated capacity to service the required volumes is confirmed.
- Compliance to all other aspects contained in these Special Requirements and Conditions of Contract
- The product offered meet the minimum requirement as per technical specification requirements.

5.4.6.3 Bidders are therefore required to submit SBD 6.2 and its annexure for this purpose for items applicable to this clause. Items which are claimed to be manufactured locally and the SBD 6.2 and its annexures is not

submitted will not be considered as locally being manufactured. Exemption letter from the DTIC for the material which are being imported is therefore not required for items falling in this clause.

5.4.7 **Multiple Award**

5.4.7.1 The State reserves the right to award the same line item to more than one supplier to address the capacity to deliver the services to meet the demand. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.

5.4.7.2 Bidder with the same brand from the same manufacture will not be awarded for the same item.

5.4.7.3 The maximum number of bidders to be awarded on the same line item will be the discretion of the Bid Evaluation Committee.

5.4.8 **Items Grouped as Series**

5.4.8.1 Where applicable, Items which are grouped in a series as per item specifications will be evaluated and awarded accordingly. Allocation of points will be as per the total value of the series group.

5.4.8.2 Bidders are required to offer prices for all units of measure specified in the series, and for all items within a group series.

5.4.8.3 Non-compliance with the above-mentioned conditions will invalidate the bid for the item(s) concerned.

6. RECOMMENDATION AND APPOINTMENT OF BIDDERS

6.1 The Bid Evaluation Committee will recommend a preferred responsive bidder based on the evaluation criteria stipulated above.

6.2 The award of the Contract is subject to meeting all the requirements of the bid.

7. PART 2: ADDITIONAL BID REQUIREMENT

7.1 **Introduction**

All bidders must comply with the requirements below as well as submit all required documents referred below. Unless the requirements specifically provide for mandatory compliance, the National Treasury reserves the right to disqualify a bid that does not comply with any of the requirements in clause 5.

8. COMPANY PROFILE

8.1 Bidders are requested to submit company profile which includes, but is not limited, to the following: -

- Business structure and strategies; and
- Details of the bidder's directors/owners (Full name and surname and ID or passport number)
- Years of company existence and experience relevant to this bid

8.2 The company profile must further include a shareholding portfolio with valid proof of registration of the company with CIPC. If by law registration with CIPC is not required, proof of ownership/shareholding must be provided.

9. TERMS AND CONDITIONS

9.1 **Third Party Agreements and Subcontractor Agreements**

9.1.1 No Agreement between the bidder and any third party will be binding to the State.

9.1.2 The bidder must declare as required in terms if SBD 6.1 its intention to subcontract voluntarily and the percentage of subcontracting thereof and must provide full description of subcontractor.

10. SUPPLIER DUE DILIGENCE

The State reserves the right to conduct supplier due diligence prior to final award or at any time during the transversal contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.

11. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

12. FRONTING

12.1 The NT supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the NT does not support any form of fronting.

12.2 The NT, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in this bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the DTI, be established during such enquiry / investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so by the bidder within a period of fourteen (14) days from date of notification by NT may invalidate the bid / contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the NT may have against the bidder concerned.

13. RIGHT OF AWARD

The State reserves its following rights:

- To award the bid in part or in full.
- Not to make any award in this bid.
- Award the bid to more than one (1) bidder for the same item.
- Request further technical information from any bidder after the closing date.
- Verify information and documentation of the service provider.
- Not to accept any of the bids submitted.
- To withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid and post award; and
- In the event that an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

14. NEGOTIATION

The State reserves the right to negotiate with the preferred bidders in line with the legislative requirements.

15. SUBMISSION OF BIDS

15.1 Bidders must respond to the bid as follows:

15.2 Submit hard copies at the National Treasury, 240 Madiba Street, Tender Information Centre (TIC), Deposit the bid in the tender box.

15.3 Bidders are requested to initial each page of the bid document on the bottom right hand corner.

15.4 Submit any bid queries via email to transversal.contracting3@treasury.gov.za

15.5 The hard copy of the bid response will serve as the legal bid document.

15.6 Bidders must submit the bid to TIC in the following format:

i. One (1) original hard copy clearly marked as “original”;

ii. One (1) memory stick or USB with all the documents on the original hard copy (including printed pricing schedule) and a soft copy of the pricing schedule to the National Treasury (NT)): TIC by the closing date and time of the bid.

iii. Bidders must ensure that the USB is properly secured and marked with the bidder’s name.

15.7 All soft copy data submitted must be an exact copy of the hard copy documents. Any discrepancies between the electronic bid copy and the hard copy, the hard copy will take precedence.

15.8 After completing the pricing schedule in the format provided, the pricing schedule must be printed, signed and submitted together with the other bid documents which will serve as the hard copy of the bid.

15.9 A bid should be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly visible.

16. LATE BIDS

Bids received after the closing date and time, at the TIC will NOT be accepted for consideration and where practicable, be returned unopened to the bidder.

17. COMMUNICATION AND CONFIDENTIALITY

17.1 The Chief Directorate: Transversal Contracting (TC) within the Office of the Chief Procurement Officer (OCPO) may communicate with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

17.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NT (other than minor clerical matters), the bidder must promptly notify the NT in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the NT an opportunity to consider what corrective action is necessary (if any).

17.3 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NT will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.

17.4 All communication between the bidder and the National Treasury Transversal Contracting office must be done in writing.

18. CONTACT DETAILS

18.1 **General**

National Treasury, Office of the Chief Procurement Officer, Chief Directorate: Transversal Contracting, Private Bag x115, Pretoria, 0001

Physical address: 240 Madiba Street, corner Thabo Sehume and Madiba Streets, Pretoria.

18.2 **Bid Enquiries**

All enquiries should be in writing to transversal.contracting3@treasury.gov.za. The closing date for receipt of all enquiries is **12 August 2021**. All enquiries beyond the closing date will not be considered.

SECTION B:

CONDITIONS OF CONTRACT

19. CONCLUSION OF CONTRACT

19.1 The Contract between National Treasury and the preferred bidder/s (Service Provider) collectively referred to as the Parties shall come into effect after the service provider has been issued with an unconditional letter of acceptance to their bid.

19.2 The Service Provider (s) shall be appointed in terms of this bid.

19.3 The following will form part of the contract documents between the Parties in as far this RT253-2021 is concerned:

i. Bid Documents;

ii. Letter of Appointment;

iii. Award Documents;

iv. Acknowledgement letter

19.4 In the event that there is any contradiction between the abovementioned documents, the special conditions of contract shall take precedent.

19.5 For purpose of Section B, the term "service provider "shall refer to the preferred bidder appointed in terms of RT253-2021 contract.

20. PARTICIPATING STATE INSTITUTIONS/DEPARTMENTS

20.1 **National Department:** Department of Defense and Department of Correctional Services

20.2 **Provincial Departments of Health:** Eastern Cape, Free State, Kwa-Zulu Natal, Limpopo, North West and Mpumalanga

21. POST AWARD PARTICIPATION

21.1 In terms of Treasury Regulation 16A6.5 the Accounting Authority may opt to participate in transversal contract facilitated by the relevant treasury. Should the accounting officer or accounting authority opt to participate in a transversal contract facilitated by the relevant treasury, the accounting officer or accounting authority may not solicit bids for the same or similar product or services during the tenure of the transversal term contract.

21.2 The participating letter will be customised to allow participation on completion and signing thereof as the transversal contract is arranged by means of a competitive bidding process by NT, subject to an electronic (e.g. e-mail, NOT written approval/consent) acceptance by the Contract Manager or a delegate from TC.

21.3 Bidder(s) will be notified of new participants and the list of participants will be published on the website together with any model changes, price adjustments and any other transversal contract information for the benefit of bidder(s) and participants.

21.4 The link to the website is as follows:

http://www.treasury.gov.za/divisions/ocpo/ostb/contracts/default.aspx

22. CONTRACT PRICE ADJUSTMENT

22.1 **Formula**

22.1.1 Prices submitted for this bid will be regarded as non-firm and may be subject to adjustment(s) in terms of the following formula, defined areas of cost and defined periods of time.

22.1.2 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.

22.1.3 The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

Table 5: Contract Price Adjustment Formula

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + \ldots\ldots + Dn\frac{Rnt}{Rno}\right) + VPt$$

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

22.2 Formula component definitions

22.2.1 Adjustable amount

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

22.2.2 Fixed portion

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

22.2.3 Cost components and proportions

The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost components will be used to calculate contract price adjustments.

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

Successful bidders that are direct importers of raw material / finished product can apply for RoE adjustment under cost element D1. If the successful bidder is not a direct importer of raw material / finished product, cost component D1 would not be applicable and only local cost components (D2 - Dn) would be applicable.

Table 6: Contract Price Adjustment Cost Components

Cost Component	% Contribution
D1 - Local Raw Material / Finished product (if applicable)	
D2 Local Raw Material/ Finished product (if applicable)	
D3 - Labour	
D4 - Transport	
D5 – Other	
TOTAL (Cost components must add up to 100%)	**100**

22.2.4 **Applicable indices/references**

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

Table 7: Applicable Indices/References

Cost component	Index Publication	Index Reference
D1 – Imported Raw Material / Finished product (if applicable)	Supplier / Manufacturer invoice(s) and remittance advice.[1]	Documentary evidence to accompany claim.
D2 - Local Raw Material / Finished product (if applicable)	Stats SA P0142.1 (PPI): Table 1 – For final manufactured goods	Rubber and Plastic Products OR indicate relevant index
D3 - Labour	Stats SA P0141 (CPI) Table E OR Labour agreement[2]	All Items OR Labour agreement to be provided
D4 – Transport	Stats SA P0141 (CPI) Table E	Transport – Other Running Cost
D5 – Other	Specify	Index Reference or Documentary evidence to accompany claim

22.2.5 **Base index date**

The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date is **July 2021**

[1] In cases where invoices are supplied as documentary evidence, it is advised that invoices closest to the Base Index date and the End Index date be submitted. It should ideally reflect the escalation period.

[2] In the absence of a labour agreement, the labour cost component will be adjusted with CPI inflation.

22.2.6 **End index date**

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

22.2.7 **Price adjustment periods**

Price adjustment shall be applied on an annual basis at the anniversary of the transversal contract from closing date of bid date.

Table 8: Price Adjustment Period

Adjustment Period	CPA application to reach the office by the following dates	End Index	Dates *from* which adjusted prices will become effective
1st Adjustment	**16 September 2022**	**August 2022**	**1 October 2022**
2nd Adjustment	**15 September 2023**	**August 2023**	**1 October 2023**

22.2.8 **Rates of exchange (RoE) – Base and average rates**

22.2.8.1 In the event where material and/or finished products are imported the following will apply:

22.2.8.2 The formula described above will be used and the imported cost component of the bid price (D1) will be adjusted taking into account the base RoE rate refer paragraph in below paragraph and the average RoE rate over the period under review indicated in below paragraph.

22.2.8.3 In the event where the RoE adjustment goes hand in hand with a material/product price increase, the material/product price (in foreign currency) will be converted to South African currency using the base rate for the earlier invoice and the average RoE rate for the period under review as indicated in paragraph below for the later invoice.

22.2.8.4 The imported cost component (D1) will be adjusted together with all the other cost components indicated in paragraph above and at the predetermined dates indicated in paragraph above.

22.2.8.5 Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item (s) to South Africa currency is indicated in the table below.

Table 9: CPA Rate of Exchange

Currency Name	Rates of exchange: 15 July 2020 to 15 June 2021
US Dollar	**15.14**
Euro	**18.41**

22.2.8.6 Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period **15 July 2020 to 15 June 2021** using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates. Please refer to TCBD 2 (Procedure to download historical exchange rates from the Reserve Bank website) for instructions.

22.2.8.7 Contract price adjustments due to rate of exchange variations are based on average exchange rates as published by the Reserve Bank for the periods indicated hereunder:

Table 10: Rate of Exchange Average Periods

Adjustment	Average exchange rates for the period:
1st Adjustment	**1 March 2022 to 31 August 2022**
2nd Adjustment	**1 March 2023 to 31 August 2023**

22.2.9 **General**

22.2.9.1 Unless prior approval has been obtained from National Treasury, Transversal Contracting, no adjustment in contract prices will be made.

22.2.9.2 Application for price adjustment must be accompanied by documentary evidence in support of any adjustment.

22.2.9.3 CPA application will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

22.2.9.4 In the event where the supplier's CPA application, based on the above formula and parameters, differs from Transversal Contracting verification, Transversal Contracting will consult with the supplier to resolve the differences.

22.2.9.5 Bidders are referred to the paragraph regarding counter conditions.

22.2.9.6 An electronic price adjustment calculator will be available on request from Transversal Contracting.

22.2.9.7 The State reserves the right to negotiate a price adjustment or not to grant any price adjustment.

23. DELIVERY, QUANTITIES AND ORDERS

23.1 Delivery Basis

23.1.1 Delivery of goods must be made in accordance with the instructions including specified delivery points appearing on the official order forms issued by purchasing institutions.

23.1.2 Suppliers must deliver complete orders as appearing on the official order form issued and no partial orders / delivery will be accepted by the State.

23.1.3 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been effected.

23.1.4 In respect of items awarded to them, contractors must adhere strictly to the delivery lead times quoted in their bids.

23.1.5 Deliveries not complying with the order forms will be returned to the contractor at the contractor's expense

23.1.6 Firm lead times for delivery must be quoted for the duration of the transversal contract period.

23.1.7 Transit and storage conditions applicable to relevant product must be adhered to.

23.1.8 The state reserves the right to negotiate delivery lead times

23.2 Quantities

23.2.1 The quantities reflected in the bid forms are estimated quantities and no guarantee is given or implied as to the actual quantity which will be procured during the contract period.

23.2.2 The State reserves the right to negotiate with bidder's adjustment of their minimum order quantities prior to award of the bid.

23.3 Orders

23.3.1 Suppliers should note that each individual purchasing institution is responsible for generating the order(s) as well as the payment(s) thereof.

23.3.2 Suppliers should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s).

23.3.3 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the Supplier deviate from the orders issued by the purchasing institutions.

23.3.4 The State is under no obligation to accept any quantity which is in excess of the ordered quantity.

24. SHELF LIFE

24.1 Where applicable, products, upon delivery must have at least greater or equals to 12 months of shelf-life before date of expiry.

24.2 Contractors may make written applications to the purchasing institution to deliver goods with a shorter shelf-life, provided such applications are accompanied by an undertaking that unused short- dated stock shall be unconditionally replaced before or after expiry.

24.3 Any delivery of short dated supplies without prior written approval must be collected by the respective suppliers at their own cost.

24.4 Any participating institution may, without prejudice, decline written applications to deliver short dated stock

25. PACKING

25.1 **General**

25.1.1 All deliveries made against this contract, in all modes of transport, are to be packed in suitable containers, which will be acceptable for further dispatch.

25.1.2 The packing of the goods to be supplied must be uniform for the duration of the contract period, i.e.:

- The number of units per commercial packing.
- The number of commercial packing per carton.
- The number of cartons per bulk packing.
- The name and quantity of the contents and expiry date if applicable must appear clearly on the packing.
- All containers, packing and cartons must be clearly labelled.
- All products must be packed in acceptable containers, where applicable, specifically developed for the product.
- The product strength must be indicated on each bag/packaging
- The conditions under which the product must be stored.
- Date of manufacture and expiry must be clearly shown.
- Labels for consumable items must be clearly marked for occupational health and safety purposes.

26. PACKAGING

26.1 General

The following information must be clearly and indelibly printed on all inner and outer packaging:

- Name of the product
- A product code as relevant
- The trade name or trademark of the manufacturer
- Size of the product
- Quantity of the contents
- Name of manufacturer
- Date of manufacture (where applicable)
- Name and address of importer/distributor (where applicable)
- Expiry date (where applicable)
- Batch/LOT number (where applicable). Products must have the same batch/LOT number on the outer box as on the inner box.
- The word “sterile” (where applicable)

27. TEMPERATURE CONDITIONS

27.1 Suppliers must ensure that medical devices are stored under conditions specified to prevent deterioration by light, moisture, temperature or other conditions. Storage conditions must be monitored and recorded periodically, where appropriate. Records of the storage conditions must be maintained by the supplier.

27.2 Suppliers must establish adequate methods of transportation to achieve safe and secure delivery of all medical devices from their point of collection to their point of delivery. Medical devices must be transported in such a way that: their identification is not lost; they do not contaminate, and are not contaminated by, other medical devices or materials/substances adequate precautions are taken against spillage, breakage or theft; they are secure and not subjected to unacceptable degrees of heat, cold, light, moisture or other adverse influence, or to attack by microorganisms and pests. medical devices requiring controlled temperature storage or other special control and conditions are transported by appropriate or specialised means.

27.3 If kits are stored incorrectly and adversely affect results, then the supplier will replace the testing sites in collaboration with the purchasing institution.

28. SECURITY AND CONFIDENTIALITY INFORMATION

28.1 All successful contractors may be subject to a State Security Agency (SSA) clearance process which will be facilitated by National Treasury.

28.2 The State may enforce section 23 (termination for default) of General Condition of Contract in a case where the contractor's clearance has a negative outcome.

28.3 The Supplier will regard all information which he/she obtains or is entrusted with concerning the participating department or its members whilst executing the contract, as confidential, secret or top secret.

28.4 The Supplier, his/her employees, sub-contractors, or agents may not make any such information obtained or entrusted with to any other person or to the media.

29. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

29.1 **Contract Administration**

29.1.1 The administration and facilitation of the transversal contract is the responsibility of the National Treasury and all correspondence in this regard must be directed to the Transversal Contracting Department via email on Transversal.Contracting3@treasury.gov.za.

29.1.2 Suppliers must advise the Chief Directorate: Transversal Contracting, National Treasury immediately when unforeseeable circumstances will adversely affect the execution of the transversal contract. Full particulars of such circumstances as well as the period of delay must be furnished.

29.2 **Supplier Performance Management**

29.2.1 Supplier performance management will be the responsibility of the end-user and where supplier Performance disputes cannot be resolved between the contractor and the relevant purchasing institution, National Treasury: Transversal Contracting must be contacted for corrective actions.

29.2.2 Supplier performance rating Form will be instituted, and every contractor must complete it to ensure good performance.

29.2.3 End Users are responsible for ensuring that the correct order, in the correct quantity as per the appropriate quality standards are received. Should there be a problem with the quantity or quality of the products (e.g. incorrect number, broken package, spoiled product etc.) then it is the responsibility of the facility through the supply chain management system to resolve these issues directly with the supplier.

29.2.4 End-user State institutions are required to report to National Treasury on where contractor's performance is not satisfactory.

30. POST AWARD MONITORING AND REPORTING

30.1 National Treasury will conduct meetings with the end users and Suppliers to discuss transversal contract issues related to RT253-2021.

30.2 All successful bidders are required to submit historical value and volume reports via e-mail on a quarterly basis to: Ntombi.Sidinile@treasury.gov.za / Transversal.Contracting3@treasury.gov.za.

31. TERMINATION

31.1 The State shall be entitled to terminate this agreement if one or more of the following occur: –

- The service provider decides to transfer the contract or cede the contract;
- The service provider does not honour contractual obligations including submission of information;
- The service provider is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this Contract;
- The service provider enters into settlement arrangements with their creditors;
- The service provider commits an act of insolvency;
- In the event that the service provider is a member of an unincorporated joint venture or consortium and the membership of such joint venture or Consortium changes.
- There is a change in ownership of the service provider that has the effect that over 50% ownership of the service provider belongs to the new owner without prior written approval of the State.
- Overall poor performance rating during the contract period
- It's found with evidence that the service provider is double dipping

THE END