



SPECIAL CONDITIONS OF CONTRACT

RT70-2-2021

SUPPLY AND DELIVERY OF PETROL, AUTOMOTIVE DIESEL FUEL, ILLUMINATING PARAFFIN, MARINE GAS OIL, HEAVY FURNACE OIL, POLAR DIESEL AND AVIATION FUEL TO THE STATE FOR THE PERIOD ENDING

31 MAY 2026

NON-COMPULSORY BRIEFING SESSION TO BE HELD ON 21 FEBRUARY 2024 ON MICROSOFT TEAMS

CLOSING DATE AND TIME OF BID

5 MARCH 2024 AT 11H00

BID VALIDITY PERIOD: 180 DAYS

National Treasury

Transversal Contracting



Table of Contents

LIST OF ABBREVIATIONS..... 3

LIST OF ANNEXURES 4

LIST OF TABLES..... 4

DEFINITIONS 4

SECTION A: INTRODUCTION AND TERMS OF REFERENCE 7

1. DESCRIPTION AND FORMAT OF THE BID 7

2. LEGISLATIVE AND REGULATORY FRAMEWORK 7

3. DURATION OF TRANSVERSAL CONTRACT 8

4. BRIEFING SESSION 8

5. TERMS OF REFERENCE..... 8

SECTION B: CONDITIONS OF BID 11

6. PART 1: EVALUATION CRITERIA 11

7. PART 2: ADDITIONAL BID REQUIREMENTS 16

8. PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS..... 17

SECTION C: CONDITIONS OF CONTRACT 21

8. DELIVERY, QUANTITIES, ORDERS 21

9. CONCLUSION OF MASTER TRANSVERSAL AGREEMENT AND PARTICIPATION AGREEMENT 21

10. PARTICIPATING STATE INSTITUTIONS/DEPARTMENTS 22

11. POST AWARD PARTICIPATION..... 23

12. SECURITY AND CONFIDENTIAL INFORMATION..... 24

13. TRANSVERSAL CONTRACT PRICE ADJUSTMENT 25

14. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES 28

15. TERMINATION..... 29

**LIST OF ABBREVIATIONS**

BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
BQRC	Bid Quality Review Committee
CEF	Central Energy Fund
CIPC	Companies and Intellectual Property Commission
CPA	Contract Price Adjustment
CIPC	Companies and Intellectual Property Commission
CPI	Consumer Price Index
CSD	Central Supplier Database
DOD	The Department of Defense
DOE	Department of Energy
NERSA	National Energy Regulator of South Africa
NT	National Treasury
OCPO	Office of the Chief Procurement Office
PPR 2022	Preferential Procurement Regulation 2022
QSE	Qualifying Small Enterprise
RSA	Republic of South Africa
SAAF	South African Air Force
SLA	Service Level Agreement
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SSA	State Security Agency
SCC	Special Conditions of Contract
SCM	Supply Chain Management
SBD	Standard Bidding Document
TCBD	Transversal Contract Bidding Documents
TC	Transversal Contracts
TIC	Tender Information Centre
VAT	Value Added Tax

**LIST OF ANNEXURES**

Annexure 1 : Pricing Schedule (Category A)

LIST OF TABLES

Table 1: Bid Document Checklist and Returnable Documents	6
Table 2: Summary of Technical Specifications Categories	9
Table 3: Evaluation Criteria	10
Table 4: Preference Point System	14
Table 5: Example of Cost Breakdown	15
Table 6: Indicative Transversal Contract Price Adjustment Calculator	26
Table 7: Transversal Contract Price Adjustment Cost Components	27
Table 8: Indicative Indices	28
Table 9: Price Adjustment Periods	28

DEFINITIONS

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.
Distributor	A natural or legal person who imports or exports goods.
Historically Disadvantaged Individuals	South African citizen: i) Who, due to the apartheid policy that had been in place, had no franchise in national elections before the introduction of the constitution of the Republic of South Africa, 1983



	<p>(Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (the interim Constitution) and/or</p> <p>ii) Who is female; and/or</p> <p>iii) Who has a disability.</p> <p>Provided that a person who obtained South African citizenship on or after the coming to effect of the interim Constitution, is deemed not to be an HDI.</p>
Manufacturer	Natural or legal person with the responsibility for the design, manufacture, packaging and labelling of a product or item before it is placed on the market under the natural or legal persons own name, or in the name of a firm or company , regardless of whether these operations are carried out by that person by himself or on his behalf by a third party or
Person with Disability	are persons who have a long-term or recurring physical or mental impairment, which substantially limits their prospects of entry into or advancement in employment.

**Table 1: Bid Document Checklist and Returnable Documents**

#	Document Name ¹	Included in the published bid document?	To be returned by bidder?	Bidder to tick Yes if document is submitted
PHASE 1: MANDATORY REQUIREMENTS				
MANDATORY DOCUMENTS				
1.	Pricing Schedule	Yes	Yes	
PHASE 2: ADMINISTRATIVE AND LEGISLATION REQUIREMENTS				
STANDARD BIDDING DOCUMENTS				
2.	SBD 1 Invitation to Bid	Yes	Yes	
3.	Proof of authority must be submitted as per SBD 1 e.g., company resolution for the capacity under which this bid is signed	No	Yes	
4.	SBD 4 Declaration of Interest	Yes	Yes	
5.	SBD 6.1 Preference Points Claim Form	Yes	Yes	
6.	Full CSD report	No	Yes	
OTHER DOCUMENTS				
7.	Shareholding portfolio by proof of registration of the company with CIPC and ID copies	No	Yes	
8.	General Conditions of Contract fully Signed and initialed on every page	Yes	Yes	
9.	Special Conditions of Contract fully Signed and initialed on every page	Yes	Yes	

¹ Table 1 is provided as guidance to assist bidders with documents that must be returned with the bid. The list is not exhaustive, and it is the responsibility of the bidder to provide all required documents as per the provision of each clause in this bid



#	Document Name ¹	Included in the published bid document?	To be returned by bidder?	Bidder to tick Yes if document is submitted
PHASE 3: TECHNICAL REQUIREMENTS				
10.	TCD 13 Authorization Declaration	Yes	Yes	
11.	TCD 13.1 List of goods or services offered	Yes	Yes	
12.	TCD 13.2 Letter of undertaking	Yes	Yes	
13.	Confirmation Letter or wholesale license certificate	No	Yes	
14.	Bank Guarantee letter / Proof of funding for R6 000 000	No	Yes	
PHASE 4: PRICE & SPECIFIC GOALS				
15.	Pricing Schedule (Annexure 1)	Yes	Yes	
16.	Proof of specific Goals requirements	No	Yes	
17.	Cost Breakdown	Yes	Yes	

SECTION A: INTRODUCTION AND TERMS OF REFERENCE

1. DESCRIPTION AND FORMAT OF THE BID

1.1 This supplementary bid is for the supply and delivery of petrol, automotive diesel fuel, illuminating paraffin, marine gas oil, heavy furnace oil, polar diesel and aviation fuel to the State for the period ending 31 May 2026.

1.2 This bid document is structured as follows:

1.2.1 Section A : Introduction and Terms of Reference

1.2.2 Section B : Conditions of Bid

1.2.2.1 Part 1 : Evaluation Criteria

1.2.2.2 Part 2 : Additional Bid Requirements

1.2.2.3 Part 3 : Recommendation and Appointment of Bidders



1.2.3 Section C : Conditions of Contract

2. LEGISLATIVE AND REGULATORY FRAMEWORK

2.1 This bid and all contracts emanating there from will be subject to 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) (PFMA) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 regulations.

2.2 This bid is subject to all applicable industry legislation and the below stated:

2.2.1 The Petroleum Products Amendments Act No 2 of 2005

2.2.2 The National Road Traffic Act No 93 of 1996

2.2.3 Hazardous Substance Act, Act 15 of 1973

2.3 The Special Conditions of Contract (SCC) are supplementary to that of General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

3. DURATION OF TRANSVERSAL CONTRACT

3.1 The transversal contract will be for the period ending 31 May 2026.

4. BRIEFING SESSION

4.1 A non-compulsory virtual briefing session will be held as follows:

Venue: Microsoft Teams. The link to register and attend the briefing session is attached:

[Click here to join the meeting](#)

Date : 21 February 2024

Time : 10:00am

4.2 The bid information 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.

4.3 The National Treasury reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.

4.4 Bidders are encouraged to send their questions to National Treasury (NT) by email to Demand.Acquisition3@treasury.gov.za . The closing date for receipt of all enquiries is 26 February 2024. All enquiries beyond this date may not be considered.



5. TERMS OF REFERENCE

5.1 TECHNICAL SPECIFICATIONS

5.1.1 The State requires to appoint a contractor/supplier to supply and deliver petrol, automotive diesel fuel, illuminating paraffin, marine gas oil, heavy furnace oil, polar diesel and aviation fuel to the state for the period ending 31 May 2026.

Table 2: Summary of Technical Specifications Categories

Category Description	Category Numbers
Jet A-1 Fuel	Thirty-six (36) items
AvGas	Thirty-six (36) items

5.1.2 Jet A-1 Fuel

5.1.2.1 Jet A-1 is a type of aviation turbine fuel (ATF) commonly used in gas turbine engines, such as those found in commercial and military jet aircraft, as well as some turboprop aircraft. It is a highly refined kerosene-based fuel that meets strict specifications to ensure optimal performance of aviation engines. Jet A-1 is a standardized and carefully refined fuel designed to meet the specific requirements of gas turbine engines, ensuring safe and efficient air travel.

5.1.3 AvGas

5.1.3.1 AvGas, short for Aviation Gasoline, is a specialized type of aviation fuel designed for use in piston-engine aircraft. Unlike jet engines, which use aviation turbine fuels (Jet-A or Jet-A1), piston engines, commonly found in smaller aircraft, require a different type of fuel. AvGas is formulated to meet the specific requirements of these piston engines. AvGas is not interchangeable with aviation turbine fuels (Jet-A or Jet-A1), which are designed for use in jet engines. The distinction between AvGas and aviation turbine fuels is critical and using the wrong type of fuel in an aircraft can lead to engine damage and safety risks.

**SECTION B: CONDITIONS OF BID****6. PART 1: EVALUATION CRITERIA**

6.1 The details of the evaluation phases are outlined below:

Table 3: Evaluation Criteria

Phase 1	Phase 2	Phase 3	Phase 4
Mandatory Requirements	Administrative and Legislative Requirements	Technical Requirements	Price and Specific Goals
Compliance with mandatory bid requirements	Compliance with legislative and other bid requirement	Compliance to the item technical specifications	Bids evaluated in terms of the 90/10 preference system

6.2 PHASE 1: MANDATORY REQUIREMENTS

6.2.1 Bidders must submit all required documents hereunder with the bid document at the closing date and time of the bid.

6.2.2 During this evaluation phase, bidders' responses will be evaluated based on the document submitted under mandatory requirements. Any bid that does not meet these mandatory requirements will be considered non-responsive and will be disqualified.

6.2.2.1 Pricing Schedule

- a) Bidders are required to submit responsive bids by completing all pricing and item information on the provided pricing schedule for the individual items and all required forms.
- b) Non-submission of the pricing schedule will invalidate the bid.

6.2.3 Only bidders who have complied with Phase 1 mandatory requirements will be evaluated in Phase 2

6.3 PHASE 2: ADMINISTRATIVE AND LEGISLATIVE REQUIREMENTS**6.3.1 Legislative Requirements**

Bidders are required to submit the other legislative documents as detailed below.

6.3.1.1 **SBD 1** invitation form to bid.



6.3.1.2 **SBD 4** bidder's disclosure.

6.3.1.3 **SBD 6.1** preference points claim form.

6.3.1.4 **Company Registration and Organogram**

6.3.1.5 Shareholding portfolio by **proof of registration of the company** with Companies Intellectual Property Commission. An additional document detailing the shareholding of the bidder in an **organogram** format in support of the proof of company registration must be submitted by bidders at the closing date and time.

6.3.2 **Conditions of Contract**

6.3.2.1 **General Condition of Contract** which are fully signed and initialled on every page to indicate that the bidder has read and understood the terms and conditions.

6.3.2.2 **Special Conditions of Contract** which are fully signed and initialled on every page to indicate that the bidder has read and understood the terms and conditions.

6.3.2.3 Non-submission of the required documents may result in disqualification.

6.4 **PHASE 3: TECHNICAL REQUIREMENTS**

6.4.1 **TCD 13 Authorization Declaration**

6.4.1.1 All bidders must complete the Authorisation Declaration (TCD 13 to 13.1) for all relevant goods or services.

6.4.1.2 Any bidder who is sourcing goods or services from a third party must submit a valid Third-Party Undertaking (template provided as TCD 13.2) in full for all relevant goods or services. The letter of undertaking must include but not limited to the following:

- a) List of item(s) number, item description and brand/model name and number,
- b) Letter must be on the original manufacturer's and or third-party undertaking letter head, dated and signed,
- c) Have contact person's name, physical and postal address, telephone, and email details, and
- d) All information on the letter must be in English.

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

6.4.1.4 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.



6.4.1.5 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.

6.4.2 **Manufacturing/Wholesale Licence**

6.4.2.1 In case of a manufacturer, bidder must submit a confirmation letter on their letterhead to confirm that they are a manufacturer with the bid at the closing date and time of the bid.

6.4.2.2 In case of a Non-Refining Wholesaler, bidder must submit a certified copy of a wholesale licence in case of a wholesaler with the bid at the closing date and time of the bid.

6.4.2.3 Failure to comply with paragraph 6.4.2.1 and 6.4.2.2 above will invalidate the bid.

6.4.3 **Proof of Funding**

6.4.3.1 Bidders must submit proof of access to funding of R 6 000 000 and above with the bid at the closing date and time of the bid. The bank guarantee letter should include a contactable person, telephone number and email address.

6.5 **PHASE 4: PRICE AND SPECIFIC GOALS**

6.5.1 **Pricing Structure**

6.5.1.1 Prices quoted for all categories must be furnished based on manufacture, supply and deliver.

6.5.1.2 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. Bidders are required to complete a mandatory Pricing Schedule as a response on how much the items offered will be charged. **No submission of the Pricing Schedule will invalidate the bid response.**

6.5.1.3 Prices submitted for in this bid must be filled in on the field provided on the pricing schedule supplied with the bid. Price structures that do not comply with this requirement may invalidate the bid.

6.5.1.4 The pricing evaluation will be in terms of regulation 5 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.

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

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

Where,

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration



Pmin = Comparative price of lowest acceptable bid

6.5.2 **Applicable Taxes**

6.5.2.1 All bid prices must be inclusive of all applicable taxes.

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

6.5.2.3 All bid prices must be inclusive of fifteen percent (15%) Value Added Tax.

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

6.5.3 **Points Scored for Specific Goals**

6.5.3.1 The following formular will be used to calculate the points for specific goals:

$$PSSG = MPA \times \frac{POE}{100}$$

Where,

PSSG = Points scored for specific goals

MPA = Maximum points allocated for a specific goal

POE = Percentage of equity ownership by an HDI

6.5.4 **Proof of equity ownership and related matters**

6.5.4.1 The specific goals contemplated in paragraph 6.5.3.1 above must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

6.5.4.2 In the event that the percentage of ownership contemplated in paragraphs 6.5.3.1 up to paragraph 6.5.4.10 changes after the closing date of the tender, the tenderer must notify the Office and such tenderer will not be eligible for any preference points.

6.5.4.3 Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

6.5.4.4 all claims made for specific goals must be considered according to the following criteria:

- a) equity in private companies must be based on the percentage of equity ownership, and
- b) preference points may not be awarded to public companies and tertiary institutions.



- 6.5.4.5 equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust,
- 6.5.4.6 documentation to substantiate the validity of the credentials of the trustees contemplated in paragraph 6.5.4.5 above must be submitted to the Office.
- 6.5.4.7 A consortium or Joint Venture may claim points for specific goals, based on the percentage of the contract value managed or executed by individuals who are actively involved in the management or exercise control of the respective parties of the consortium or Joint Venture.
- 6.5.4.8 A tenderer must submit proof of its ownership.
- 6.5.4.9 A tenderer who does not submit proof of their ownership may not be disqualified from the bidding process, but they score points out of 90 for price and zero (0) points out of 10 for specific goals.
- 6.5.4.10 Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- 6.5.5 **Responsive Bids**
- 6.5.5.1 Bidders are required to submit responsive bids by completing all pricing and item information on the provided pricing schedule for the individual items and all required forms. Non-submission of the pricing schedule will invalidate the bid response.
- 6.5.6 **Specific Goals**
- 6.5.6.1 A maximum of 10 points may be awarded to a tenderer for the specific goals specified for the tender in accordance with the table below:

Table 4: Preference Point System

GOALS	POINTS
Preference points for equity ownership by historically disadvantaged Individuals who, due to the apartheid policy that had been in place had no franchise in national elections prior to the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA, 1993 (Act 200 of 1993), ("the Interim Constitution")	5
Other specific goals (goals of the RDP) -Women or Disability	5
Total Points	10

- 6.5.6.2 The points scored for the specific goals must be added to the points scored for price and the total must be rounded off to the nearest two (2) decimals places.



6.5.6.3 Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 the contract must be awarded to the tender scoring the highest points.

6.5.6.4 Failure on the part of the bidder to claim points for specific goals will give the bidder a score of zero (0).

6.5.7 **Cost Breakdown**

6.5.7.1 Bidders are requested to submit the cost breakdown of their pricing for each item offered. Should the cost breakdown be the same for all items on the bid response, the bidder must indicate clearly in the bid response. Bidders will not be allowed to change the cost breakdown of price during the tenure of the transversal contract.

6.5.7.2 Bidders should itemise the cost of each item into various components which are cost-drivers. The cost needs to be broken down into direct and indirect costs. Each cost driver should be assigned a Rand value. The Rand value of the cost drivers should be expressed as a percentage of the total cost.

Example:

Table 5: Example of Cost Breakdown

Cost-driver	% of Total Cost
Imported raw material	30%
Local raw material	20%
Labour	15%
Transport	30%
Other	5%
Total price of item	100%

7. PART 2: ADDITIONAL BID REQUIREMENTS

7.1 TERMS AND CONDITIONS

7.1.1 Counter Conditions

7.1.1.1 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.



7.1.1.2 The National Treasury reserves the right to change or supplement any information or to issue any addendum to this bid before the closing date and time. The National Treasury and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

7.1.1.3 If the National Treasury exercises its right to change or supplement information in terms of the above clause, it may seek amended bid documents from all bidders.

7.1.2 **Fronting**

7.1.2.1 The National Treasury 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 National Treasury does not support any form of fronting.

7.1.2.2]The National Treasury, 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 Department of Trade, Industry and Competition, be established during such enquiry / investigation, the onus will be on the bidder to prove that fronting does not exist.

7.1.2.3 Failure to do so by the bidder within a period of fourteen (14) days from date of notification by National Treasury 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 National Treasury may have against the bidder concerned.

7.1.3 **Right Of Award**

7.1.3.1 The State reserves its following rights -

- a) To award the bid in part or in full,
- b) Not to make any award in this bid or accept any bids submitted,
- c) Request further technical information from any bidder after the closing date,
- d) Verify information and documentation of the bidder(s),
- e) Not to accept any of the bids submitted,
- f) 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
- g) If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.



7.2 **THIRD PARTY AGREEMENTS AND SUB-CONTRACTOR AGREEMENTS**

- 7.2.1.1 No agreement between the bidder and any third party will be binding to the State.
- 7.2.1.2 In the event that bidder intends using sub-contractors to execute the Contract or part thereof, the bidder must note that it shall remain responsible and accountable for the completion of the work or delivery of services requirements.
- 7.2.1.3 The bidder must declare its intention to subcontract and the percentage of subcontracting thereof and must provide full description of subcontractor.

7.3 **SUBMISSION OF BIDS**

7.3.1 **PHYSICAL AND HARDCOPY BID SUBMISSION**

- 7.3.1.1 Bidders are to submit one (1) original hard copy bid by the closing date and time at the Tender Information Centre (TIC) situated at corner 240 Thabo Sehume and Madiba Streets, Pretoria.
- 7.3.1.2 Bidders' attention is drawn to the sequential submission format as per the checklist on Table 1.
- 7.3.1.3 The Technical Specifications and Pricing Schedule (Annexure 3) should be in an XLSX excel sheet format and not any other format in a memory stick.
- 7.3.1.4 Non-compliance with the bid submission may invalidate the bidder's response.
- 7.3.1.5 Bidders must submit in the following format:
 - a) One (1) original hard copy clearly marked as "original";
 - b) One (1) duplicate soft copy (Pricing Schedule to be in an XLSX excel sheet format) on a memory stick to the National Treasury (NT): TIC by the closing date and time of the bid invitation.
 - c) All memory sticks should be clearly marked with the bid number and bidder's name.
 - d) Non-compliance with submission format above may invalidate the bidder's response.
 - e) Any discrepancies between the soft copy bid (excel sheet) and the hard copy may invalidate the bid response for the above-mentioned items and/or services in question.
 - f) Submit all bid queries via email to demand.acquisition3@treasury.gov.za.

7.4 **COMMUNICATION AND CONFIDENTIALITY**

- 7.4.1 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 transversal contract, or to extend the validity period of the bid, if necessary.
- 7.4.2 Any communication to any State official or a person acting in an advisory capacity for the State in respect



of this bid between the closing date and the award of the bid by the bidder is discouraged.

- 7.4.3 Whilst all due care has been taken in connection with the preparation of this bid, the National Treasury makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current, or complete. The National Treasury, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current, or complete.
- 7.4.4 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 National Treasury (other than minor clerical matters), the bidder must promptly notify the National Treasury in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the National Treasury an opportunity to consider what corrective action is necessary (if any).
- 7.4.5 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the National Treasury will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- 7.4.6 All communication between the bidder and the National Treasury TC office must be done in writing as per the Contact Details below.
- 7.4.7 No representations made by or on behalf of the National Treasury in relation to this bid will be binding on the National Treasury unless that representation is expressly incorporated into the contract ultimately entered between the National Treasury and the successful bidder(s).
- 7.4.8 All persons (including all bidders) obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a response to this bid.

7.5 **CONTACT DETAILS**

- 7.5.1 **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
- 7.5.2 **Bid Enquiries:-** All enquiries should be in writing to demand.acquisition3@treasury.gov.za The closing date for receipt of all enquiries is 26 February 2024. All enquiries beyond the closing date will not be considered.

8. **PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS**

- 8.1.1 Once the evaluation process is complete there will be a recommendation report by the BEC to the Bid



Adjudication Committee (BAC) who has the authority to either support (approve) or not support (not approve) the recommendation/s and appointment/s.

8.2 On approval of the recommendation/s and appointment/s, the successful bidder(s) will sign an appointment letter together with the master transversal agreement to manufacture, supply, and deliver petrol, automotive diesel fuel, illuminating paraffin, marine gas oil, heavy furnace oil, polar diesel and aviation fuel to the state for the period ending 31 May 2026.

8.3 **Tax Compliance Requirements**

8.3.1 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.

8.3.2 The Tax Compliance status requirements are also applicable to potential foreign bidders / individuals who wish to submit a bid.

8.3.3 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.

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

8.3.5 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.

9. **NEGOTIATIONS**

9.1.1 The State reserves the right to negotiate with the shortlisted bidders prior or post award. The terms and conditions for negotiations will be communicated to the shortlisted bidders prior to invitation to negotiations. This phase is meant to ensure value for money is achieved through the measure of quality that will assess the monetary cost of the items or services against the quality and or benefits of that item or services.

10. **STANDARDS/SPECIFICATION**

10.1 Items must comply with standards/specifications as stated in the bid document.

10.2 South African Bureau of Standards (SABS):

SANs, SABS, ISO and CKS specifications are available from South African Bureau of Standards offices. Obtaining of such standards/specifications will be the responsibility of and for the account of the bidder.



To purchase standards , obtain quotes or enquire about the availability of eStandards , please contact Standards Sales at:

10.2.1.1 Email: Postal Address: Private Bag X191, Pretoria, 0001; Physical Address: 1 Dr Lategan Road, Groenkloof, Pretoria. Tel: (012) 428 6883, Fax: (012) 428 6928, E-mail: sales@sabs.co.za Website: www.sabs.co.za and follow the "Search/Buy Standards" link

10.2.2 South African National Accreditation System (SANAS):

10.2.2.1 The contact details of SANAS are as follows: Libertas Office Park, 305 corner Libertas and Highway Street, Equestria, Pretoria East 0184, Tel: 012 740 8400

11. BIDDER DUE DILIGENCE

11.1.1 The State reserves the right to:

11.1.1.1 Conduct due diligence during the evaluation process to determine the ability of the bidder to honour contractual obligations that might emanate from this tendering process. The due diligence is not only limited to the bidder but to all parties the bidder might have confirmed to do business with for the fulfilment of the contract that might be awarded.

11.1.1.2 Conduct 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.

11.1.1.3 Conduct any evaluation verifications prior to final award or at any time during the transversal term contract period.

11.1.1.4 Where applicable, through the BEC subject item samples to applicable clinical evaluations, applications, or test at any State facility to verify compliance with the technical specifications. This will be arranged with the bidder.

12. MULTIPLE AWARD

12.1.1 The State reserves the right to award the same item to more than one (1) bidder to address item availability and compatibility. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.

**SECTION C: CONDITIONS OF CONTRACT****13. CONCLUSION OF MASTER TRANSVERSAL AGREEMENT AND PARTICIPATION AGREEMENT**

- 13.1 The Master Transversal Agreement between National Treasury and the Supplier(s)² collectively referred to as Parties shall come into effect after the Supplier(s) have been issued with an unconditional letter of acceptance of their bids.
- 13.2 It is a requirement that the Supplier(s) and the participating State institution(s) sign a Participation Agreement.
- 13.3 The preferred bidder(s) shall be appointed in terms of this bid. The Parties must ensure that the terms and conditions of the PA do not contradict the provisions of this bid document. If the terms of the PA contradict the provisions of this bid document to the extent that the duration, pricing as well as the good and/or services have changed in terms of this transversal contract, such PA shall be deemed not to be in terms of this RT70-2-2021 transversal contract. Therefore, any transaction that flows therefrom shall not be considered a transaction in terms of the RT70-2-2021 transversal contract.
- 13.4 The following will form part of the Master Transversal Agreement documents between the Parties in as far as RT70-2-2021 is concerned:
- 13.4.1 Bid Documents,
 - 13.4.2 Award Letters,
 - 13.4.3 Contract Circular and its annexures,
 - 13.4.4 Master Transversal Agreement,
- 13.5 If there is any contradiction between the abovementioned documents, the order of precedence will be as follows; only in as far as it relates to goods and/or service -related matters
- 13.5.1 Master Transversal Agreement, and
 - 13.5.2 Bid documents.
- 13.6 If there is any contradiction relation to all other matters,
- 13.6.1 Master Transversal Agreement,

² For section C of this Special Conditions of Contract, awarded bidders are referred to Suppliers.



13.6.2 Service Request, and

13.6.3 Bid documents.

14. PARTICIPATING STATE INSTITUTIONS

14.1 Department of Defence : South African Airforce (SAAF)

15. POST AWARD PARTICIPATION

15.1 PFMA public institutions listed in Schedules 1, 2, 3A, 3B, 3C, 3D and Local Government are all welcome to participate on the transversal contract.

15.2 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 National Treasury.

15.3 Supplier(s) will be notified of new participants; the list of participants will be published on the website. Model change, price adjustments and any other transversal contract information will be published on the website for both the benefit of Supplier(s) and Participants.

15.4 In terms of Treasury Regulation 16A6.5 Accounting Officer/Accounting Authority of National and Provincial departments, constitutional institutions and public entities listed in schedule 1, 3A and 3C to the PFMA may opt to participate in a transversal term contract facilitated by the relevant treasury.

15.5 Public entities listed in schedule 2, 3B and 3D to the PFMA, may participate in transversal term contract facilitated by the relevant treasury through approval from their accounting authorities.

15.6 Regulation 32 of the Municipal SCM Regulations provides that a Supply Chain Management policy may allow the accounting officer to procure goods or services for a municipality or municipal entity under a contract secured by another organ of the state.

16. DELIVERY AND SERVICE REQUEST

16.1 Delivery requirements

16.2 No delivery must take place without the service provider being in possession of a duly completed written or electronic order.

16.3 The service provider must ensure that deliveries are only handed over and accepted by duly authorised personnel.

16.4 The service provider must ensure that all delivery notes are duly signed by authorized personnel.

16.5 For a delivery note to be regarded as duly signed, the following information must be reflected on the delivery note in neat and legible handwriting:

- a) signature of authorised personnel with full particulars (initials, surname, rank, and PERSAL number); and



b) Date and time of receipt of the delivery.

16.6 Ordering requirements

16.6.1 The written order will be submitted to the contractor per any of the facsimile numbers as contemplated in the contract.

16.6.2 The electronic order will be submitted to the contractor per any of the e-mail numbers as contemplated in the contract.

16.6.3 The SAAF will submit a written or electronic order to the contractor to provide the SAAF with the required items.

16.7 Invoices

16.8 The contractor must verify all information on the invoice and must ensure that all information is correct and corresponds with the information detailed in the written or electronic order before the delivery of the item supplied.

16.9 The contractor shall ensure and verify that each invoice reflects at least the following information:

16.9.1 detailed description of the item/s;

16.9.2 item code/s;

16.9.3 quantity;

16.9.4 price; and

16.9.5 Order number.

16.9.6 Invoices must be delivered simultaneously with the delivery of the item supplied and must only be handed over to duly authorised personnel of the SAAF.

16.10 Warranty

16.11 The contractor must indicate on each order, invoice warranty, and guarantee applicable on each item supplied on the contract.

16.12 The contractor shall notify SAAF of the forfeiting of any possible warrantees or guarantees on item supplied.

17. PRODUCT ADHERENCE / BRAND CHANGE

17.1 If a bidder offers a specific brand against an item and the item is subsequently awarded to the bidder, it is required of the successful bidder to continue to supply the brand awarded throughout the contract period. No alternative will be accepted within the first year of the contract. Alternative brand will only be done on a six-month basis.



- 17.2 If the brand is discontinued and or replaced with a new brand, National Treasury, Transversal Contracting must be notified of such an occurrence and upon approval, an official amendment will be issued. The service provider is required to submit supporting documents from the manufacturer substantiating the changes.
- 17.3 No approval will be granted without a letter from a manufacturer.
- 17.4 It must be noted that the new brand will be required to undergo the evaluation process before receiving approval for the brand change issued by the National Treasury. The new brand must adhere to the technical specifications for the item.
- 17.5 Furthermore, service providers are to take note that the price of the new brand should not be higher than the current contract price of the original brand.
- 17.6 Service providers are not allowed to deliver new brands other than the brand awarded to them before the approval of brand change from the National Treasury.
- 17.7 The National Treasury reserves the right not to approve any brand change applications.

18. SECURITY AND CONFIDENTIALITY OF DATA

- 18.1 The contractor must protect the database and/or all information relating to the execution of this contract.
- 18.2 The contractor shall have in place, and shall maintain, suitable back-up procedures and disaster plans to protect the data relating to this contract. The contractor shall make a back-up copy of all electronic data on a daily basis. Any costs associated with the recapture and processing of data for whatever reason shall be borne by the contractor.
- 18.3 The contractor undertakes to disclose information relating to this contract only to the National Treasury and SAAF, both during the agreement period and thereafter. Information may only be disclosed to other parties with the prior written approval from the National Treasury.
- 18.4 All successful contractors may be subject to a State Security Agency (SSA) clearance process which will be facilitated by National Treasury.
- 18.5 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.
- 18.6 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.



19. OWNERSHIP OF DATA

19.1 All documents produced by the contractor, including its employees and agents, in the execution of this contract, shall be and remain the sole property of the state and any and all copyrights and ownership of all documents and data shall vest with the state.

20. INSURANCE AND INDEMNITY

20.1 The contractor is responsible for the safekeeping of the items and bears the risk of loss of the items up until delivery is confirmed.

20.2 After delivery, the state will indemnify itself of any loss.

21. INSPECTION AND AUDIT

21.1 The state reserves the right to inspect and audit any document pertaining to this SLA. This may also include queries and complaints. The contractor shall provide any assistance that may be required in this regard, free of charge. The cost of inspections and audits shall be borne by the SAAF.

21.2 The state reserves the right to conduct performance and financial audits on the status of the contract, and the contractor shall provide any assistance that may be required in this regard, free of charge.

21.3 Should any audit or inspection reveal that the contractor has not complied with any of the terms of this contract.

22. TRANSVERSAL CONTRACT PRICE ADJUSTMENT

22.1 General

22.1.1 Contract Price Adjustments will be processed in accordance with the monthly published media statement fuel prices as announced by the Department of Energy. Unless prior approval has been obtained from National Treasury, Transversal Contracting, no adjustment in contract prices will be made.

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

22.2 Spot Date

22.2.1 Kindly note that the spot date for pricing is 7 February 2024, the first Wednesday of every month.

23. DELIVERY, QUANTITIES AND ORDERS

23.1 Delivery Basis

23.1.1 Bidders must adhere to firm lead times for delivery as quoted for the duration of the contract period.



- 23.1.2 Transit and storage conditions applicable to relevant product must be adhered to.
- 23.1.3 Firm lead times for delivery must be quoted for the duration of the transversal contract period. The lead time will be 3 days for deliveries.

23.2 Quantities

- 23.2.1 No quantities are reflected in this bid as orders will be placed on the basis of an 'as and when required' and no guarantee is given or implied as to the actual quantity/quantities which will be procured during the transversal contract period.
- 23.2.2 Orders will be placed by participating State institutions and they will also be responsible for the payment to bidders for the equipment delivered and/or services rendered.

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. DELAYS AND/OR UNSATISFACTORY PERFORMANCE

- 24.1.1 The contractor shall, at all times, ensure that it renders the services in accordance with the provisions of this contract and within the delivery times or periods as agreed to between the parties.
- 24.1.2 In a case where a contractor is unable to deliver or honour the contract, the provisions of paragraph 21.2 of the General Conditions of contract must be followed.

25. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

25.1 Contract Administration

- 25.1.1 The administration and facilitation of the transversal contract is the responsibility of National Treasury and all correspondence in this regard must be directed to TCcontracts2@treasury.gov.za



25.1.2 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.

25.2 **Contract Performance Management**

25.2.1 Contract performance management will be the responsibility of Participants and where Supplier performance disputes cannot be resolved between the Supplier and the Participant, National Treasury: Transversal Contracting must be informed for corrective action.

25.2.2 The reporting template for Participants to effect contract performance management will be provided post award.

25.3 **Procurement Guideline**

25.3.1 The procurement guideline will guide on the operational functioning of the transversal contract for both Participants and Suppliers to ensure effective implementation and equal opportunities for Suppliers.

25.4 **Post Award Reporting**

25.4.1 Suppliers will be expected to report on the implementation of the transversal contract on a quarterly basis.

25.4.2 A reporting template will be provided post-award of the transversal contract.

25.4.2.1 National Treasury may conduct implementation meetings with either the Participants and/or Suppliers to discuss any transversal contracting implementation matters.

25.4.2.2 All supplier performance reports must be submitted to: TCcontracts2@treasury.gov.za

26. DISPUTE RESOLUTION

26.1 In the event of any dispute arising from this contract, the Parties shall make every effort to settle such dispute amicably within a period of 7 (seven) days.

26.2 If the Parties (the contractor and end-user institution) are not capable of settling the dispute amicably, within a period of 7 (seven) days, such dispute shall be elevated to the National Treasury.

26.3 Should the dispute still remain unresolved by the National Treasury, the dispute will be adjudicated by the competent Court with jurisdiction to hear the matter.

27. COPYRIGHT AND OWNERSHIP OF DOCUMENTS AND DATA

27.1 All documents and information produced by the contractor, including its employees and agents, in the fulfilment of the terms of this contract shall be and remain the sole property of the State. Any and all copyrights and ownership of documents shall vest with the State.

27.2 The contractor, including its employees and agents, shall, on oral or written request from the state,



submit any documentation and materials to the State within 24 hours of such request.

27.3 The State is, and remains, the sole owner of all data generated by the execution of this contract. The contractor shall provide the data to the State or a third party only upon written request in paper and/or electronic format, upon approval from the National Treasury.

27.4 All data generated through the execution of the contract remains the property of the State. The contractor shall endeavour to make all data available to the state upon conclusion of the contract. Such data should be made available in the prescribed format and if requested to do so, transfer all data to an independent or any other third party as nominated by the State.

28. TERMINATION

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

28.1.1 The service provider decides to transfer the contract or cede the contract;

28.1.2 The service provider does not honour contractual obligations including submission of information;

28.1.2.1 The service provider is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this Contract;

28.1.3 The service provider enters settlement arrangements with their creditors;

28.1.4 The service provider commits an act of insolvency;

28.1.4.1 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.

28.1.4.2 The State reserves its right to terminate the Contract in the event that 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.

28.1.4.3 Either Party may terminate this Contract for breach in the event that the other party fails to comply with any of its obligations in terms of this Contract and have failed to remedy such breach within fourteen (14) calendar day's written notice to remedy such non-compliance.

28.1.4.4 Notwithstanding the provisions above, either Party may terminate this Contract by giving the other Party 30 (thirty) days' written notice to that effect.

END