



SPECIAL CONDITIONS OF CONTRACT

RT 11-2-2016

**SUPPLY, DELIVERY AND OFFLOADING OF ANIMAL FEED TO THE
STATE FOR THE PERIOD ENDING 30 SEPTEMBER 2019.**

**CLOSING DATE AND TIME OF BID:
11 July 2017 at 11h00**

BID VALIDITY PERIOD: 120 DAYS

**NATIONAL TREASURY
TRANSVERSAL CONTRACTING**



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ABBREVIATIONS

BAC	: Bid Adjudication Committee
B-BBEE	: Broad-Based Black Economic Empowerment
CPA	: Contract Price Adjustment
CPI	: Consumer Price Index
ISO	: International Organisation for Standardisation
OCPO	: Office of the Chief Procurement Office
PPI	: Producer Price Index
ROE	: Rates of Exchange
SBD	: Standard Bidding Document
STATS SA	: Statistics South Africa
TCBD	: Transversal Contract Bidding Document
VAT	: Value- Added Tax



BID DOCUMENT CHECK LIST: COMPANY NAME

NO.	DOCUMENT NAME	✓ TICK
1	SBD 1 Invitation to bid	
2	SBD 4 Declaration of interest	
3	SBD 6(1) Preference Points Claimed (BBBEE)	
4	Original Valid/Certified BBBEE Certificate	
5	Valid Tax Clearance Certificate/Proof of tax matters that are in order	
6	Updated Summary CSD Report	
7	SBD 8 Declaration of Past SCM Practices	
8	SBD 9 Certificate of Independent Bid Determination	
9	TCBD 1 Authorisation Declaration	
10	Special Conditions of Contract	
11	General Condition of Contract	
12	Pricing Schedule (printed from e-procurement)	
13	Valid Registration Certificate or Application For Renewal From Department of Agriculture, Forestry and Fisheries	
14	A short summary company profile.	



SECTION A

1 LEGISLATIVE AND REGULATORY FRAMEWORK

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). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2 EVALUATION CRITERIA

2.1 *Preference Point System*

2.1.1 In terms of regulation 6 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 on the basis of:

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

2.1.2 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

P_{\min} = Comparative price of lowest acceptable bid



- 2.1.3 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:

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

- 2.1.4 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 not older than three months thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.
- 2.1.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 2.1.6 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 a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984) or an accredited verification agency will be considered for preference points.
- 2.1.7 Failure on the part of the bidder to comply with paragraphs 2.1.4 and 2.1.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 2.1.8 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.
- 2.1.9 The points scored will be rounded off to the nearest 2 decimals.



- 2.1.10 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 2.1.11 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 2.1.12 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

3 RESPONSE FIELDS

- 3.1 Bidders are required to submit responsive bids by completing all the prices, mandatory response fields and item questionnaires on the printed electronic pricing schedule for the individual items. In this regard bidder's attention is drawn to the response field and price structure explanations and examples supplied in the bid document (TCBD 6 – Response Field Explanations).
- 3.2 Non-compliance with this condition may invalidate the bid for the item(s) concerned.

4 AUTHORISATION DECLARATION

- 4.1 Any bidder who is sourcing goods or services from a third party must complete the "Authorisation Declaration" (TCBD 1) in full for all relevant goods or services, sign it and submit it together with the bid documents at the closing date and time of the bid.
- 4.2 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.
- 4.3 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.
- 4.4 Failure to submit a duly completed and signed Authorisation Declaration (TCBD 1), with the required annexure(s), in accordance with the above provisions will invalidate the bid for such goods or services offered.



5 TAX CLEARANCE CERTIFICATE

- 5.1 It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 5.2 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 5.3 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 5.4 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

6 VALUE ADDED TAX

- 6.1 All bid prices must be inclusive of 14% Value-Added Tax.
- 6.2 Failure to comply with this condition may invalidate the bid.

7 CENTRAL SUPPLIER DATABASE

- 7.1 The central supplier Database maintains a database of an organisations, institutions and individuals who can provide goods and services to government. The CSD Serve as the single source of key supplier information for organs of state from 1 April 2016 providing consolidated, accurate, up-to-date, complete and verified supplier information to procuring organs of state.
- 7.2 Prospective suppliers interested in pursuing opportunities within the South African government are encouraged to self-register on the Central Supplier Database. This self-registration application represents an expression of interest from the supplier to conduct business with the South African government. Once submitted, your details will be assessed for inclusion on the Central Supplier Database.
- 7.3 A contract will not be awarded to a person/company who is not registered on the CSD.



8 SUBMISSION OF BIDS

- 8.1 Bidders must submit the bid in hard copy format (paper document) to National Treasury: Tender Information Centre before the closing date and time. The hard copy of the bid response will serve as the legal bid document. The bid must be addressed to the National Treasury: Tender Information Centre.
- 8.2 The bid should be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly endorsed.
- 8.3 Bidders are requested to initial each page of the tender document on the top right hand corner.

9 ELECTRONIC BIDDING

- 9.1 Training sessions for electronic bidding training and technical assistance are provided every Monday from 14h00 to 16h00 at National Treasury, 240 Madiba Street, Pretoria.
- 9.2 *Bidders must send an email to babara.sanders@treasury.gov.za to book their seats and confirm availability.*
- 9.3 *The manual with detailed instructions can be downloaded from:*

https://eprocurement.csd.gov.za/PROD/ISS_NT/portaldefault.aspx
follow the "How to complete bids" section.
- 9.4 *The process to register on the electronic platform is reflected in the Electronic Tender Supplier Activation Process (Annexure C).*
- 9.5 *For further technical assistance the Bidders can direct their inquiries to gcommerce@treasury.gov.za.*

10 LATE BIDS

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



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 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 condemn any form of fronting.

12.2 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 bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder / contractor concerned.

13 SUPPLIER DUE DILIGENCE

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

14 COMMUNICATION

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

14.2 Any communication to any government official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the



bidder is discouraged.

- 14.3 All communication between the bidder and the National Treasury: OCPO: Transversal Contracting Office must be done in writing.

15 CONTACT DETAILS

15.1 General

Chief Directorate: Transversal Contracting, National Treasury, Private Bag x115, Pretoria, 0001

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

15.2 Bid Enquiries

Contract Manager: Sithembiso Mahlalela

National Treasury: OCPO: Transversal Contracting

Tel: (012) 395 6680

Fax: (012) 315 5058

E-mail: sithembiso.mahlalela@treasury.gov.za

15.3 Technical Specifications enquiries

Department of Correctional Services

Elizabeth Lepule

Tel: 012 305 8789/8779

Cell: 060 967 0843

Fax: 012 321 1997

E-Mail: Elizabeth.Lepule@dcs.gov.za



SECTION B

16 CONTRACT PERIOD

The contract period shall be for a period of 24 months ending 30 September 2019.

17 PARTICIPATING GOVERNMENT DEPARTMENTS / INSTITUTIONS

17.1 Government Departments / Institutions who will participate in this contract are:

NATIONAL DEPARTMENTS

1. Department of Correctional Services

As from 1 April 2016 all government institutions will be obliged to participate in transversal contract.

Where institution have existing contract for goods and/or services that have been identified and designated by the relevant institutions, such contracts must be honoured and allowed to run its full tenure.

Upon expiry of the individual contracts referred to in above paragraph, the institutions will be required to participate in the relevant transversal contract.

17.2 *Post award participation*

In terms of Treasury Regulation 16A6.6 the accounting officer or accounting authority may, on behalf the department, constitutional institution or public entity, participate in any contract arranged by means of a competitive bidding process by any other organ of state, subject to the written approval of such organ of state and the relevant contractors.

18 AWARD CONDITIONS

18.1 The State reserves the right to award contracts to more than one contractor for the same item.

18.2 *Split Award*

The following formula will be used for the purpose of splitting contracts between two contractors:



Category	Difference between points	Recommended percentage split
A	Equal points	50/50
B	0,1 – 5 %	70/30
C	5,1 – 10 %	80/20

18.3 Items Grouped as a Series

18.3.1 Only the following items are grouped together and shall be evaluated and accepted as such:

ITEM NUMBER	GROUP NUMBER
GROWING PIGS FEED CATEGORY	
10122101-0001	Group 1
10122101-0002	
10122101-0003	

18.3.2 All items that are grouped as a series in specification shall be regarded as a group series and be evaluated and awarded accordingly.

18.3.3 Bidders are required to offer prices for all units of measure specified in the series.

18.3.4 Bidders must take note that the allocation of points will be per category (group award).

18.3.5 Non-compliance with the abovementioned special conditions will invalidate the bid for the item/s concerned.

19 NEGOTIATIONS

19.1 The state reserves the right to negotiate with bidders prior to award and with contractors post award.

20 BID INFORMATION SESSION

20.1 No briefing Session

21 LEGISLATIVE AND REGULATORY REQUIREMENTS SPECIFIC TO THIS BID

Bidders are required to adhere to the following legislative and regulatory requirements. Non-compliance with these conditions may invalidate the bid for such products offered.

21.1 Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act No 36



of 1947), as amended.

- 21.1.1 Animal feed, which are offered, must be registered in terms of Section 3(1) of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act No 36 of 1947) (As Amended) and all further regulations issued in terms of the said Act.
- 21.1.2 Bidders must submit a valid certificate of registration for each feed formulation offered or proof of an application of renewal issued by the Department of Agriculture, Forestry and Fisheries on or before the closing date and time of bid. Copies of valid certificate of registration for each feed formulation offered must be certified and date stamp must not be older than three months.
- 21.1.3 A certified copy of composition list of nutritional substance/label/s of each feed offered must be submitted on or before the closing date and time of bid and must comply with the specifications. This composition list of nutritional substance/labels of each feed offered, must display/indicate the registered name of feed and registration number.
- 21.1.4 Failure to comply with the above conditions will invalidate the bid.
- 21.1.5 All packaging and labelling must comply with the requirements of the Act (Act 36 of 1947), *as amended*.
- 21.1.6 The product registration number must be indicated against each item that is offered. Products that are not registered in terms of the Act (Act 36 of 1947), *as amended* will not be considered.
- 21.1.7 Successful bidders must ensure that valid product registration certificates are available for scrutiny throughout the contract period, for item/s awarded to them. Failure to do so may result in the cancellation of such item/s awarded to them.

22 PRODUCT COMPLIANCE

- 22.1 Product formulation and chemical analysis for horse feed:
 - 22.1.1 A certified copy of the certificate of analysis for chemical composition of the product (i.e. horse feed) or proof of submission of sample for testing must be submitted. The analyses should have been performed by an institution that is accredited by SANAS to conduct such analysis. The required document/s must be submitted on or before the closing date and



time of bid. See the Appendix to the dog food specifications for the list of chemical analyses to be conducted. Failure to comply with the above conditions will invalidate the bid for the item/s concerned.

- 22.1.2 Cost of complying with requirements in paragraph 22.1.1 shall be for the bidder's own account.

23 PRICING STRUCTURE

- 23.1 Prices quoted must be furnished on the basis of "delivered into store" provincially.
- 23.2 Bids must be for the supply of ex duty paid stocks held in the Republic of South Africa during the contract period.
- 23.3 Prices submitted electronically for this bid must be accurately captured on the system and the electronic printed hard copy must also be attached to the bid. Price structures that do not comply with this requirement may invalidate the bid.

24 CONTRACT PRICE ADJUSTMENTS

24.1 *Formula*

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

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

24.2 **Formula component definitions**

24.2.1 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.

24.2.2 Fixed portion

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

24.2.3 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	% Contribution
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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. Cost Component	
D1- Imported 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 %

24.2.4 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:

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	Agriculture – Food OR Documentary evidence to accompany claim
D3 - Labour	STATS SA P0141 (CPI), Table E OR Labour agreement ²	Table E - All Items OR Labour agreement to be provided
D4 – Transport	STATS SA P0141 (CPI) Table E	Table E - Transport – Other Running Cost
D5 – Other	Specify	Documentary evidence to accompany claim

24.2.5 Base Index Date

The base index date applicable to the formula is defined as the date at which the price

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 adjustment period.

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



adjustment starts. In this bid the base index date is **JUNE 2017**.

24.2.6 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).

24.2.7 Price Adjustment Periods

Adjustment to contract prices must be applied for at the following dates:

Adjustment	CPA application to reach the office at the following dates	End Index Date	Dates <i>from</i> which adjusted prices will become effective	Dates <i>from</i> which adjusted prices will become effective
1 st Adjustment	1 March 2018	January 2018	1 April 2018	30 September 2018
2 nd Adjustment	3 September 2018	July 2018	1 October 2018	31 March 2019
3 rd Adjustment	1 March 2019	January 2019	1 April 2019	30 September 2019

24.3 Rates of Exchange (RoE) – Base and Average rates

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

24.3.1 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 21.3.4) and the average RoE rate over the period under review indicated in paragraph 21.3.6 below.

24.3.2 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 (paragraph 21.3.4) for the earlier invoice and the average RoE rate for the period under review as indicated in paragraph 21.3.6 below for the later invoice.

24.3.3 The imported cost component (D1) will be adjusted together with all the other cost components indicated in paragraph 21.2.3 and 21.2.4 above and at the predetermined dates indicated in paragraph 21.2.7 above.

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



Currency	Rates of exchange 6 month average for the period 3 January 2017 to 28 June 2017
US Dollar	13.147
Pound Sterling	16.762
Euro	14.428
Yen	8.461

24.3.5 Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period **3 January 2017 to 28 June 2017** 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.

24.3.6 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:

Adjustment	Average exchange rates for the period:
1st Adjustment	
2 nd Adjustment	
3 rd Adjustment	

24.4 **General**

24.4.1 Unless prior approval has been obtained from Contract Management, no adjustment in contract prices will be made.

24.4.2 Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

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

24.4.4 In the event where the supplier's CPA application, based on the above formula and parameters, differs from Transversal Contracting's verification, Transversal Contracting will consult with the supplier to resolve the differences. The state reserves the right to negotiate amended contract prices at any stage prior to the final notification to end users.

24.4.5 Bidders are referred to paragraph 9 of the Special Conditions regarding Counter Conditions.



- 24.4.6 An electronic price adjustment calculator will be available on request from Contract Management.

25 DELIVERY AND QUANTITIES

25.1 *Delivery Basis*

- 25.1.1 Firm lead times for delivery must be quoted for the duration of the contract period.
- 25.1.2 Transit and storage conditions applicable to the relevant product must be adhered to.

25.2 *Quantities*

- 25.2.1 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.

26 PACKAGING

26.1 *General*

- 26.1.1 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.
- 26.1.2 The packing of the goods to be supplied must be uniform for the duration of the contract period and must contain the following:
- The registered trade mark, if applicable, and the trade name under which such feed has been registered.
 - The registered name of such feed.
 - The registration number of such feed together with a reference to the Act, expressed as “Reg Nr.....Act No. 36 of 1947”, as amended.
 - The name, address and contact details of the registration holder.
 - The deliverables of items should state: “For the state use only”.



SECTION C

27 ROLES AND RESPONSIBILITIES

27.1 *Contract Administration*

27.1.1 The administration and facilitation of the contract will be the responsibility of National Treasury, Transversal Contract and all correspondence in this regard must be directed to the following address:

The Chief Directorate: Transversal Contracting, National Treasury, Private Bag X115, Pretoria, 0001.

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

27.2 *Supplier Performance Management*

27.2.1 Supplier performance management will be the responsibility of end-user departments and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, National Treasury: Transversal Contract must be informed for corrective action.

27.3 *Placement of Orders and Payments*

Orders will be placed by participating departments who will be responsible for the payment to contractors for goods delivered and/or services rendered.

28 ORDERS AND DELIVERY

28.1 *Orders*

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

28.1.2 Contractors 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).

28.1.3 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



contractor deviate from the orders issued by the purchasing institutions.

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

28.2 *Delivery Adherence*

- 28.2.1 Delivery of goods must be made in accordance with the instructions appearing on the official order forms issued by purchasing institutions.

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

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

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

- 28.2.5 Contractors are required to deliver the goods at the required stores, off-load the goods from the truck at the designated area as indicated on the official order form.

29 PRODUCT ADHERENCE / BRAND CHANGE

- 29.1 In the event where 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.

- 29.2 In the event that the brand is discontinued, National Treasury, Transversal Contract must be notified of such an occurrence.

- 29.3 Contractors are not allowed to deliver a different brand other than the brand awarded to them prior to an approval of brand change from National Treasury, Transversal Contract.



30 QUALITY ADHERENCE

- 30.1 Bidder's attention is drawn to paragraph 8 of the General Conditions of Contract regarding inspection, tests and analysis.
- 30.2 If the delivered supplies are not in accordance with the contract requirements, the cost of inspections, tests and analysis done by an independent testing facility shall be defrayed by the contractor.

31 POST AWARD REPORTING

31.1 *Historical Data*

All successful bidders are required to submit historical value and volume reports via e-mail on a six (6) monthly basis to:

- 31.1.1 Transversal Contracting, National Treasury:

Sithembiso Mahlalela (sithembiso.mahlalela@treasury.gov.za)

For this purpose electronic templates will be supplied to successful bidders.

Period	Dates at which reports must be submitted
1	1 March 2018
2	3 September 2018
3	3 March 2019
4	2 September 2019

END