SPECIAL CONDITIONS OF CONTRACT

RT15

REQUEST FOR PROPOSALS FOR THE SUPPLY AND DELIVERY OF MOBILE COMMUNICATION SERVICES TO THE STATE FOR A PERIOD OF

60 MONTHS (5 YEARS)

CLOSING DATE AND TIME OF BID

27 NOVEMBER 2020 AT 11H00

BID VALIDITY PERIOD: 180 DAYS

National Treasury

Transversal Contracting

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LIST OF ABBREVIATIONS

APN	Access Point Name
BAC	Bid Adjudication Committee
B-BBEE	Broad-Based Black Economic Empowerment
BEC	Bid Evaluation Committee
CIPC	Companies and Intellectual Property Commission
CIPRO	Companies and Intellectual Property Registration Office
CSD	Central Supplier Database
CUG	Closed User Group
DTIC	Department of Trade, Industry and Competition
ECA	Electronic Communications Act 36 of 2005
ECT	Electronic Communications and Transactions Act 25 of 2002
EME	Exempt Micro Enterprises
FUP	Fair Usage Policy
GSM	Global System for Mobile
ICASA	Independent Communications Authority of South Africa
I-ECNS	Individual Electronic Communications Network Service License
I-ECS	Individual Electronic Communications Service License
LC	Local Content
MMS	Multimedia Messaging Service
MTA	Master Transversal Agreement
NDP	National Development Plan
NT	National Treasury
OCPO	Office of the Chief Procurement Officer
PA	Participation Agreement

PDF	Portable Document Format
POPI	Protection of Information Act 4 of 2013
PPPFA	Preferential Procurement Policy Framework Act
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
RICA	Regulation of Interception of Communications and Provision of Communication-related Information Act
RSA	Republic of South Africa
SABS	South African Bureau of Standards
SARB	South African Reserve Bank
SARS	South African Revenue Service
SATS	South African Technical Specification
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
SCM	Supply Chain Management
SD	Secure Digital
SIM	Subscriber Identification Module
SITA	State Information Technology Agency
SLA	Service Level Agreement
SMS	Short Messaging Service
TC	Transversal Contracting
TCBD	Transversal Contracting Bidding Document
TIC	Tender Information Centre
USSD	Unstructured Supplementary Service Data
VAS	Value Added Service
VAT	Value Added Tax
XLSX	Excel Microsoft Office Open XML format spreadsheet
ZAR	South African Rand

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DEFINITIONS IN THE CONTEXT OF RT15 TRANSVERSAL CONTRACT

Element	Definition
Contract Buy-Out	Refers to one supplier buying "Buyer" another supplier's existing contracts (lines) "Seller" and thus terminating all contractual obligations towards the "Seller"
Mobile Device	Refers to a portable computing device also known as a handheld computer which is an electronic device that has the capability to allow a mobile user to directly interact with the internet. The mobile device must have the ability to natively host a SIM card and it includes a cellular phone, tablet, dongle or modem, router and others EXCLUDING laptop and desktop
Mobile Offering	Refers to an offering that contains a collection of mobile services from the mobile supplier and costed as a single product.
Mobile Services	Refers to the individual service offerings and their units of measure from the mobile supplier. These services include amongst others the VOICE MINUTES, UNCAPPED DATA without applying fair usage policy and SMS
Participants	Refers to all Organs of State institutions that will be partaking by procuring from the transversal contract
State	Refers to all Government institutions of the Republic of South Africa
Supplier	Refers to an appointed mobile supplier and/or mobile service provider of mobile products and services. On this bid the name supplier will be used for consistency.
Transfer of contract	Refers to the process required to transfer a mobile account liability from one party to another. This can be from an individual's personal capacity to the State or vice versa
Uncapped data without applying a fair usage policy	Refers to data consumption that has no limitations either on both quantity and speed. Data used is thus not manipulated or constrained by the mobile supplier
Fair Usage Policy	Refers to a policy utilized to ensure mobile users use mobile data in fairness.

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Table 1: Bid Document Checklist and Returnables

#	Document Name	Mandatory	Included in the published bid document?	To be returned by bidder?
	PHASE 1: MANDATORY REQUIREMENTS			
1	**Annexure 1 Mandatory Requirements Form**	Yes	Yes	Yes
1.1	Valid and certified Individual Electronic Communications Service License	Yes	No	Yes
1.2	Valid and certified Individual Electronic Communications Network Service License	Yes	No	Yes
1.3	Pricing Schedule **(Annexure 2)**	Yes	Yes	Yes
1.4 1.4.1 1.4.2	Minimum 80% of Network Coverage Declaration by: Covering population in South Africa illustrated by visible provincial coverage maps indicating the capabilities of all mobile data technologies from 3G to 5G Covering neighbouring countries of South Africa illustrated by visible maps indicating the capabilities of all mobile data technologies from 3G to 5G	Yes	No	Yes
1.4.3	Evidence from a third party as proof of network testing that illustrates mobile data speed and quality	Yes	No	Yes
1.4.4	A partner or partners mobile network coverage agreement or agreements for the deficit that shows the SLA agreement between the parties OR A plan for the deficit	Yes	No	Yes
	PHASE 2: ADMINISTRATIVE COMPLIANCE REQUIREMENTS			
2	Standard Bidding Document (SBD) 1: Invitation to Bid (indicate the items bidding for)	No	Yes	Yes
3	SBD 4 Declaration of Interest	No	Yes	Yes
4	SBD 5 National Industrial Participation Program	No	Yes	Yes
5	SBD 8 Declaration of Bidder's Past SCM Practises	No	Yes	Yes
6	SBD 9 Certificate of Independent Bid Determination	No	Yes	Yes
7	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	Yes
8	General Condition of Contract Fully Signed and initialed on every page	No	Yes	Yes
9	Special Conditions of Contract Fully Signed and initialed on every page	No	Yes	Yes
10	Confirmation for disclosing tax status by SARS	No	Yes	Yes
11	Shareholding portfolio by proof of registration of the company with CIPRO/CIPC	No	No	Yes
12	CSD full report and not summarized	No	No	Yes
13	TCBD 1 Authorization Declaration	No	Yes	Yes

Initials_____

#	Document Name	Mandatory	Included in the published bid document?	To be returned by bidder?
14	All proposals as response to **Annexure 4**	No	Annexure 4 included but not proposals	Yes
15	A certificate from SITA (mobile devices certified) OR A proof that the OEM process has been initiated with SITA	No	No	Yes
PHASE 3: PRICE AND B-BBEE				
16	Original and valid B-BBEE status level verification certificate or a certified copy thereof or an affidavit	No	No	Yes
17	SBD 6.1 Preference Points Claim Form	No	Yes	Yes
18	Detail Pricing Proposal in addition to **Annexure 2**	Yes	No	Yes

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SECTION A

1. INTRODUCTION AND GENERAL

This bid is a Request for Proposals (RFP) for the supply and delivery of mobile communication services to the State for a period of sixty (60) months to commence 1 April 2021 to 31 March 2026. An RFP means the State has indicated its ideas of mobile communication services it requires. It therefore seeks bidders to propose mobile communication service solutions that addresses the indicated ideas of the requirements. The requirements stated in this bid represents a minimum and additional requirement that complements the categories may be proposed. The additional proposed requirements may or may not be considered. Bidders are requested to furnish detailed proposals in the sequence of this bid and reference accordingly.

This bid document is divided as follows:

1.1	Section A	:	Introduction and General
1.2	Section B	:	Conditions of Bid
1.2.1	Part 1	:	Evaluation Criteria consisting three (3) phases
1.2.2	Part 2	:	Additional Bid Requirements
1.3	Section C	:	Conditions of Transversal Contract
1.3.1	Part 1	:	Contracting Requirements (Annexure 4)
1.3.2	Part 2	:	Socio-Economic Objectives (Annexure 4)

2. LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts (Participation Agreements) 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) 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.

This bid is subject to all applicable industry related legislation, particularly the legislation stated below:

2.1 Electronic Communications Act 36 of 2005 (“the ECA”);
2.2 Independent Communications Authority of South Africa (ICASA) Act 13 of 2000 (“the ICASA Act”);
2.3 Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002 (“RICA”);
2.4 Electronic Communications and Transactions Act 25 of 2002 (“the ECT Act”);
2.5 Competition Act 89 of 1998 (“the Competition Act”);
2.6 Protection from Harassment Act 17 of 2011 (“the Harassment Act”); and
2.7 Protection of Information Act 4 o 2013 (“the POPI Act”).

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3. BID INFORMATION SESSION

3.1 There will be no bid information session (briefing session) conducted. The bid requirements are summarised on a presentation attached as **Annexure 5 Bid Summary Information** to clarify and simplify the bid requirements.

3.2 Bidders are encouraged to ask questions about the bid requirements and send them to National Treasury (NT) by e-mail to kwanele.mtembu@treasury.gov.za from the advert date until the enquiries closing date on **20 November 2020**. All enquiries beyond this closing date will not be considered.

3.3 No telephone responses will be provided. Only written questions received on the dedicated email address kwanele.mtembu@treasury.gov.za will be answered. No questions will be answered from any other email address or any other platform.

3.4 All questions that will be received will be answered and published at www.etenders.gov.za as per the following schedule:

First batch of questions and answers on 30 October 2020;
Second batch of questions and answers on 13 November 2020; and
Last batch of questions and answers on 25 November 2020.

4. BACKGROUND

The National Treasury is responsible for managing South Africa's national State finances. The Constitution of the Republic of South Africa (RSA) (Chapter 13) mandates the National Treasury to ensure transparency, accountability, and sound financial controls in the management of public finances. As part of managing the State funds, through its Transversal Contracting unit within the Office of the Chief Procurement Officer (OCPO) it identifies, analyses, and facilitates numerous projects for meaningful cost savings opportunities as well as creating efficiencies in its procurement processes.

Mobile communications services were one of the projects identified. The market engagement conducted around 2014 to 2015 was to assist the State on reducing the mobile expenditure. In 2016 the mobile solution awarded departed from the normal manner of procurement which was completed using a consumer centric approach, which entailed buying consumer packages, to procuring an enterprise centric approach, which entailed buying a single solution for the State.

The Budget speech tabled in February 2016 as was guided by the National Development Plan (NDP) proposed that the expenditure ceiling be cut over the next three (3) years by R25 billion, by mainly curtailing personnel spending. Mobile communication services expenditure was also part of the projects that are being reduced to fulfil the reduction of the R25 billion expenditure ceiling.

It is alongside this background that the State must continue to reduce the mobile communication services spending, procure optimal mobile services, pay for only usage to eliminate fruitless and wasteful expenditure.

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4.1 OBJECTIVES

The key initial objectives of the mobile communication services transversal contract were to:

4.1.1 Reduce the mobile communication services expenditure; and

4.1.2 Improve the utilisation of the Subscriber Identification Module (SIM) card technology innovation for more efficiencies within the State.

To realise the envisaged savings, it was key to have a partnership relationship with the mobile supplier. This partnership reflected a continuous drive to achieve the set objectives, effect developments and improvements throughout the relationship.

The crucial objectives that must be met for this mobile communication services transversal contract include:

4.1.3 The continuous **reduction** of mobile communication services **expenditure** is still at the heart of this transversal contract.

4.1.4 The strategic and long-term partnerships that will allow continuous mobile **needs analysis**.

4.1.5 The **optimal procurement** of mobile services based on mobile needs assessment by the State institutions.

4.1.6 The **payment of only used** (usage-based) mobile services, elimination of fruitless and wasteful expenditure, hence there is **set limit** of mobile spend per State employee.

4.1.7 The support of local manufactured devices as a way of stimulating the local economy. **Procurement of local manufactured devices and accessories** from Small, Medium and Micro Enterprises are a preference on this transversal contract.

4.1.8 The provision of **uninterrupted** mobile **connectivity** to the State that will support **working remotely**.

4.1.9 The **increased** network coverage to reach poor and underserviced areas of the country.

5. TERMS OF REFERENCE

5.1 This bid is an RFP for the supply and delivery of mobile communication services to the State. The bidders need to consider three (3) categories summarized below. The first category includes the provision of Mobile Services such as voice minutes (airtime), uncapped data without applying a Fair Usage Policy (FUP), short message services (SMS), and mobile devices necessary to connect to the network. The second category is for the Value-Added Services (VAS) and the third category is for accessories which both must complement the Mobile Services. The Mobile Services can either be bundled with a device or not bundled with a device (SIM only) or a Mobile Device only that is either procured outright or amortized.

5.2 The State has a maximum spend limit of R500,00 inclusive of VAT per mobile user per month. It requires bidders to propose mobile offerings that are customisable and where the State will pay for usage only. On all the Mobile Services, the State requires proposals of mobile offerings with uncapped

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data without applying a fair usage policy. Bidders may propose different mobile offerings with a variety of Mobile Services considering the State spend limit and the objectives of the transversal contract. Considering the spend limit and to supplement the Mobile Services, the State would like the provision of unlimited voice and SMS closed user groups. The mobile offerings must demonstrate the advantages and disadvantages to the State in line with the objective of this RFP.

5.3 The Mobile Services required are aimed at supporting the State work responsibilities in the provision of service delivery across South Africa and requires SIM cards that are not locked to any device for flexibility in the utilisation of any mobile network. The Mobile Devices shall conform to all digital Global System for Mobile (GSM) standards and be approved by ICASA. No inferior or grey Mobile Devices will be accepted. Only ICASA approved Mobile Devices and certified by the State Information Technology Agency (SITA) will be accepted by the State.

5.4 The bidders must be able to provide an account and usage management services to the State to eliminate any administration for the State to focus on the provision of service delivery for the different State mandates.

5.5 Furthermore, the State requires mobile network coverage solution that is stable, uninterrupted, and reliable for all Organs of State nationally at any places of service delivery. The mobile network coverage solution must be able to support any connectivity challenges experienced by any Organ of State operating in poor or very limited or no network coverage service delivery areas within the Republic of South Africa. The State requires 100% network coverage; however, the State will accept a minimum of 80% from the bidder with a plan to close the deficit at no cost to the State.

Table 2: Categories Summary of Technical Specifications and Scope of Services

#	Categories	Spend Limit Applicability
1A	Mobile Services (SIM card with Mobile Device)	Applicable
1B	Mobile Services (SIM card without Mobile Device) i.e. SIM only	Applicable
1C	Mobile Devices (Mobile Device without SIM card) i.e. Device only	Not Applicable
2	Value Added Services	Not Applicable
3	Accessories	Not Applicable

5.6 The minimum requirements for Mobile Services required by the State includes the following products and services:

Category 1A and 1B – Mobile Services (spend limit is applicable only on this category) – SIM card with Mobile Device and SIM card without Mobile Device

5.6.1 Mobile Services (voice minutes + uncapped data without applying fair usage policy + SMS),
5.6.2 These mobile services can either be bundled with a Mobile Device or not bundled (SIM only),
5.6.3 Voice minutes Closed User Groups (CUGs),
5.6.4 SMS CUGs,
5.6.5 Account and usage management tool,
5.6.6 Guarantee of mobile network coverage on any State places of service delivery,
5.6.7 The customisation of Mobile Services per user in line with the spend limit,
5.6.8 The payment of only used (usage-based) Mobile Services,

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5.6.9 The locking of depleted Mobile Service without impairing on other remaining Mobile Services.

Any additional products and/or services that complements the Mobile Services may be proposed by bidders in line with the spend limit. The additional products and/or services may or may not be considered.

Category 1C – Mobile Devices (spend limit not applicable to this category)

5.6.10 Outright procurement of Mobile Devices,
5.6.11 Amortised procurement of Mobile Devices, and
5.6.12 Dual SIM card Mobile Devices.

5.6.13 Bidders can refer to www.sita.co.za/prodcert.htm for details on the Mobile Devices certification process, as well as the required documents. Mobile Devices certification contact details are as follows:

SITA Contact Details:

Contact person	:	Izak de Villiers
Telephone number	:	(012) 482 2749
Email	:	izak.devilliers@sita.co.za

5.6.14 All bidders should ensure that any information technology devices on this transversal contract must be certified by SITA prior to closing date and time.

Category 2 – Value Added Services (spend limit not applicable to this category)

5.7 The minimum requirements for Value-Added-Services required by the State includes the following products and services:

5.7.1 Mobile device management,
5.7.2 Security for Mobile Devices,
5.7.3 Antivirus for Mobile Devices,
5.7.4 Insurance for Mobile Devices,
5.7.5 Number portability,
5.7.6 Sim Swap,
5.7.7 International Roaming,
5.7.8 Africa Roaming,
5.7.9 Data Roaming,
5.7.10 International Calling,
5.7.11 SMS Roamer,
5.7.12 Multimedia Messaging Service (MMS),
5.7.13 MMS Bundles,
5.7.14 Bulk SMS,
5.7.15 SMS Bundles
5.7.16 Voicemail to SMS,
5.7.17 Instant Messaging,
5.7.18 Caller identity,
5.7.19 Call Limit,
5.7.20 Shared Bundles,
5.7.21 Reversed Billing,
5.7.22 Access Point Name (APN),

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5.7.23 Unstructured Supplementary Service Data (USSD) and others.

Any additional value-added services that complements the **Mobile Services (category 1)** may be proposed by bidders. The additional value-added services may or may not be considered.

Category 3 Accessories (spend limit not applicable to this category)

5.8 The minimum requirements for accessories required by the State includes the following products:

5.8.1 Power banks,
5.8.2 Pouches,
5.8.3 Charging cable,
5.8.4 Screen protector,
5.8.5 Ear / headphones,
5.8.6 Secure Digital (SD) card,
5.8.7 Charger Pad,
5.8.8 Bluetooth devices,
5.8.9 Mobile Device batteries,
5.8.10 Vehicle charger,
5.8.11 Mobile Device stands and others.

Accessories must be compatible to all different types of Mobile Devices available in the market.

Any additional accessories that complements the **Mobile Services (category 1)** may be proposed by bidders. The additional accessories may or may not be considered.

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SECTION B

CONDITIONS OF BID

6. PART 1: EVALUATION CRITERIA

The details of the evaluation phases are outlined below:

Table 3: Evaluation Criteria

Phase 1	Phase 2	Phase 3
Mandatory Requirements	**Administrative Compliance Requirements**	**Price and B-BBEE**
Compliance with mandatory requirements (Annexure 1)	Compliance with administrative requirements including presentations (where required)	Bids evaluated in terms of the 90/10 preference system

6.1 PHASE 1: MANDATORY REQUIREMENTS

This phase is for mandatory requirements that bidders must comply to for further evaluation. Failure to comply with any of the mandatory requirements will disqualify the bid response submitted. The State reserves the right to remedy any adverse situation if it affects the awarding of the transversal contract and or service delivery.

Bidders must complete **Annexure 1 Mandatory Requirements** and submit mandatory documents for evaluation purpose.

6.1.1 UNCAPPED DATA WITHOUT FAIR USAGE POLICY

Bidders must respond on Annexure 1 Mandatory Requirements on the uncapped data requirement.

6.1.2 NETWORK COVERAGE DECLARATION

Furthermore, the State requires mobile network coverage solution that is stable, uninterrupted, and reliable for all organs of state nationally on any places of service delivery. The bidders must declare the minimum network coverage required by responding to the questions on **Annexure 1 Mandatory Requirements** and submitting the following mandatory documents for evaluation on this phase.

Minimum 80% of Network Coverage Declaration by:

6.1.2.1 Covering population in South Africa illustrated by visible provincial coverage maps indicating the capabilities of all mobile data technologies from 3G to 5G.

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6.1.2.2 Covering neighbouring countries of South Africa illustrated by visible maps indicating the capabilities of all mobile data technologies from 3G to 5G.

6.1.2.3 Evidence from a third party as proof of network testing that illustrates mobile data speed and quality.

6.1.2.4 A partner or partners mobile network coverage agreement or agreements for the deficit that shows the SLA agreement between the parties OR A plan for the deficit.

6.1.3 **TWO LICENCES**

Bidders must have licences that enables them to provide electronic communications services to the State over its own or via another company's network. The licences must also allow the bidders to roll out and operate an electronic communications network in different areas for the provision of access services to the State in all its areas of service delivery.

All bidders must submit valid and certified **Individual Electronic Communications Service Licence** (I-ECS) and **Individual Electronic Communications Network Service Licence** (I-ECNS), issued by ICASA for evaluation on this phase.

6.1.4 **PRICING SCHEDULE**

The State has provided its minimum pricing structure with minimum products and services. Bidders are to adhere to the pricing structure even for additional proposed products and services. Proposed prices must be furnished based on supply and delivery. Any detailed additional pricing proposals may be submitted in supplementing the minimum pricing structure provided on **Annexure 2 Pricing Schedule**. It is preferable that all pricing schedules be in an excel sheet.

The pricing for all three (3) categories and conditions of bid and transversal contract must be included for evaluation on this phase. The prices are fixed for five (5) years except for mobile products and services susceptible to exchange rate. Bidders to indicate which products are imported on **Annexure 2 Pricing Schedule**.

The subscription periods required should be flexible from a minimum of six (6) months to a maximum of forty-eight (48) months. The procurement of Mobile Services during the last year of the transversal contract will be for a minimum of six (6) months to a maximum of twelve (12) months aligning to the end (expiry) of the transversal contract. Therefore, no procurement of amortized Mobile Devices will be permitted during the last year of the transversal contract, this condition applies to Category 1A and 1C. Bidders are to provide prices for the different subscription periods as outlined on duration of transversal contract under Part 2 Additional Bid Requirements.

6.1.4.1 **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.

Initials_____

6.1.4.2 **Applicable Taxes**

All bid prices must be inclusive of all applicable taxes.

Failure to comply with this condition may invalidate the bid.

Bidders must submit a portable document format (PDF) of the **Annexure 2 Pricing Schedule** and an electronic copy (XLSX excel workbook) on a memory stick. All electronic data submitted must be an exact copy of the hard copy document. Any discrepancies between the electronic and the hard copy may invalidate the products and/or services concerned.

6.2 PHASE 2: ADMINISTRATIVE COMPLIANCE

During this phase bidders' responses will be evaluated based on the administrative compliance as listed above on Table 1 Bid Document Checklist and Returnables. Bidders' must submit all required documents indicated with the bid document at the closing date and time of the bid.

STANDARD BIDDING DOCUMENTS

6.2.1 **SBD 1** which is the invitation to bid form.
6.2.2 **SBD 4** which is the declaration of interest form.
6.2.3 **SBD 5** which is the national industrial participation program which is applicable to all government procurement contracts that have an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million.
6.2.4 **SBD 8** which is the declaration of bidder's past Supply Chain Management practices.
6.2.5 **SBD 9** which is the certificate of independent bid determination.

PROOF OF AUTHORITY

6.2.6 **Proof of authority** which is a company resolution for the capacity under which this bid is signed as per SBD 1.

CONDITIONS OF CONTRACT

6.2.7 **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.

6.2.8 **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.

CONFIRMATION FOR TAX MATTERS

6.2.9 **Tax Compliance Requirements**

6.2.9.1 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.

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

 Initials_____

6.2.9.3 It is a requirement that bidders grant a **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.

6.2.9.4 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.

6.2.9.5 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.

COMPANY REGISTRATION CERTIFICATE

6.2.10 Shareholding portfolio by **proof of registration of the company** with Companies and Intellectual Property Registration Office (CIPRO) / Companies Intellectual Property Commission (CIPC).

CENTRAL SUPPLIER DATABASE

6.2.11 A **CSD full report** and not summarized preferably drawn during the last week up to 27 November 2020 prior to the closing date must be submitted by bidders for evaluation on this phase.

TRANSVERSAL CONTRACTING BIDDING DOCUMENT 1 (TCBD 1) - AUTHORIZATIONS

6.2.12 **TCBD 1 Authorization Declaration**

6.2.12.1 All bidders must complete the "Authorisation Declaration" (TCBD 1) for all relevant products or services.

6.2.12.2 Any bidder who is sourcing products or services from a third party must submit a valid Third-Party Undertaking (template provided as TCBD 1.2) in full for all relevant products or services. The letter of undertaking must include but not limited to the following:

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

6.2.12.3 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.

6.2.12.4 The bidder must ensure that all financial and supply arrangements for products 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.

Initials_____

ANNEXURE 4 CONDITIONS OF BID AND TRANSVERSAL CONTRACT

6.2.13 There are additional conditions of bid and transversal contract that bidders must provide proposals to demonstrate achievement throughout the transversal contract period. They are detailed on **Annexure 4 Conditions of Bid and Transversal Contract** and must be submitted with the bid response at the closing date and time.

6.2.14 **PRESENTATIONS**

Where required, bidders may be invited to present their mobile offerings for better understanding and clarity. In such a case, bidders will be notified of the presentation requirements in advance.

6.2.15 **PROOF REQUIRED FOR MOBILE DEVICE CERTIFICATION**

The OEMs should get registered via the standard process at SITA, and then devices will be certified ASAP. There will be a cut-off date *(to be communicated to bidders after closing date)* for receipt of the certification after the evaluation is complete before final consolidation of the results.

Therefore, any products/devices NOT certified by the end of the evaluation will not be awarded. But up to that time the process is open for certification.

Therefore OEMs get registered via the process as per www.sita.co.za/prodcert.htm and thereafter product/devices are certified.

If the products/devices are not certified by the cut-off date those products/devices will be disqualified.

6.2.15.1 A certificate from SITA (mobile devices certified) OR a proof that the OEM process has been initiated with SITA must be submitted at the closing date and time for evaluation purposes.

6.3 **PHASE 3: PRICE AND B-BBEE**

B-BBEE CERTIFICATE

6.3.1 **B-BBEE requirements** - An **original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit** must be submitted by bidders.

6.3.1.1 The National Treasury will exercise Regulation 3(a)(ii) of the Preferential Procurement Regulations 2017 if it is unclear which preference point system will be applicable and that either 80/20 or 90/10 preference point system will apply. The lowest acceptable tender will be used to determine the applicable preference point system on this bid.

6.3.1.2 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.

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6.3.1.3 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

6.3.1.4 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

STANDARD BIDDING DOCUMENT

6.3.1.5 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.

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

6.3.1.7 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.

6.3.1.8 Failure on the part of the bidder to comply with the above paragraphs will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

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

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

6.3.1.11 If 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.

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

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

6.3.2 **Pricing** requirements as per Section 6.1.4 above.

6.4 RESPONSIVE BIDS

Bidders are required to submit responsive bids by completing and proposing all relevant pricing information on **Annexure 2 Pricing Schedule** for the individual mobile products and services offering.

6.5 RECOMMENDATION AND APPOINTMENT OF BIDDERS

6.5.1 Once the evaluation process is complete there will be a recommendation report by the Bid Evaluation Committee (BEC) to the Bid Adjudication Committee (BAC) who has the authority to either support (approve) or not support (not approve) the recommendation and appointment(s).

6.5.2 On approval of the recommendation and appointment(s), successful bidder(s) will sign an appointment letter together with the master transversal agreement for this bid and unsuccessful bidder(s) will be informed accordingly.

7. PART 2: ADDITIONAL BID REQUIREMENTS

7.1 DURATION OF THE TRANSVERSAL CONTRACT

7.1.1 The transversal contract will be for a period of sixty (60) months commencing on 01 April 2021 to 31 March 2026.

7.1.2 All Participation Agreements emanating from the transversal contract will commence on the activation date of the first subscription until 31 March 2026.

7.1.3 Procurement from the transversal contract will take place anytime whilst the transversal contract is valid in line with the subscription periods indicated below.

7.1.4 The following procurement conditions applies to subscriptions that are bundled with a Mobile Device that is amortized:

7.1.4.1 All subscriptions from the first year of the transversal contract (i.e. 01 April 2021 to 31 March 2022) should be up to 31 March 2026.

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7.1.4.2 All subscriptions during the fifth year (Last Year) of the transversal contract (i.e. 01 April 2025 to 31 March 2026) must be up to 31 March 2026 with a minimum 6months subscription up to a maximum 12 months subscription. During the last 6months of the transversal contract, only 6months subscriptions may be procured to minimize the overlap beyond the expiry period of the transversal contract.

7.1.5 Any other procurement without a subscription will take place from the commencement of the transversal contract until 31 March 2026.

7.2 NEGOTIATIONS

The State reserves the right to negotiate with the shortlisted bidders prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted bidders prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and transversal contract will be implementable for the achievement of the transversal contract objectives.

7.3 COUNTER CONDITIONS

7.3.1 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.

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

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

7.4 FRONTING

7.4.1 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.

7.4.2 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 DTIC, 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.

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7.5 RIGHT OF AWARD

The State reserves its following rights -

7.5.1 To award the transversal contract in part or in full,

7.5.2 Not to make any award in this transversal contract or accept any proposals submitted,

7.5.3 Award the transversal contract to more than one (1) bidder for the same mobile product or service (multiple award),

7.5.4 Request further technical information from any bidder after the closing date,

7.5.5 Verify information and documentation of the bidder(s),

7.5.6 Not to accept any of the bid proposals submitted,

7.5.7 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

7.5.8 If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

7.6 MULTIPLE AWARD

The State reserves the right to award the same mobile product or service to more than one (1) bidder to address mobile products and/or services availability and compatibility. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to the State requirements.

The following shall be taken into consideration when contemplating a multiple award:

7.6.1 Capacity to meet the expected demand according to the State requirements,

7.6.2 Mitigation of risk if the mobile products and/or services are unavailable, and

7.6.3 The maximum number of Suppliers per mobile products and/or services to be awarded will be at the discretion of the BEC.

7.4 SUBMISSION OF PROPOSALS

Bidders must respond to the RFP as follows:

7.4.1 Submit hard copies and an electronic copy at the Tender Information Centre (TIC); corner 240 Thabo Sehume and Madiba Streets, Pretoria.

7.4.2 Submit any bid enquiries via email to transversal.contracting2@treasury.gov.za.

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

7.4.3.1 One (1) original hard copy clearly marked as “original”,

7.4.3.2 One (1) duplicate hard copy clearly marked as “copy”,

7.4.3.3 One (1) duplicate electronic copy (The Pricing Schedule to be in an XLSX excel sheet format) on a memory stick to NT at TIC by the closing date and time of the bid invitation.

7.4.3.4 Non-compliance with 7.4.3 above may invalidate the bidder’s response.

7.4.3.5 Any discrepancies between the electronic bid copy and the hard copy may invalidate the bid response for the mobile products and/or services in question. All memory sticks should be clearly marked with the bid number and bidder’s name. Bidders to ensure that their scanned bid is available and saved on the memory stick prior to submission.

7.4.3.6 Bidders’ attention is drawn to the sequential format as per the checklist on Table 1 Bid Document Checklist and Returnables above in which bid documents must be submitted.

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7.5 LATE BIDS

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

7.6 COMMUNICATION AND CONFIDENTIALITY

7.6.1 The Chief Directorate: Transversal Contracting (TC) within the 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.

7.6.2 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.

7.6.3 Whilst all due care has been taken in connection with the preparation of this bid, the NT 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 NT, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current, or complete.

7.6.4 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 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).

7.6.5 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.

7.6.6 All communication between the bidder and the NT TC office must be done in writing as per 7.7 below.

7.6.7 No representations made by or on behalf of the NT in relation to this bid will be binding on the NT unless that representation is expressly incorporated into the master transversal agreement ultimately entered into between the NT and the successful bidder(s).

7.6.8 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 proposal response to this bid.

7.7 CONTACT DETAILS

7.7.1 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

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7.7.2 **Bid Enquiries**

All enquiries should be in writing to transversal.contracting2@treasury.gov.za. No telephone or cellular phone enquiries will be attended to with regards to this bid. The closing date for receipt of all enquiries is **20 November 2020**. All enquiries beyond the closing date will not be considered.

Transversal Contract	:	Ms Kwanele Mtembu / Ms Nancy Ravhandalala
	:	National Treasury, OCPO, Transversal Contracting

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SECTION C:

CONDITIONS OF TRANSVERSAL CONTRACT

8 PART 1: CONTRACTING REQUIREMENTS

There are additional conditions of bid and transversal contract detailed on **Annexure 4 Conditions of Transversal Contract** Form. These conditions must be satisfied by submitting proposals at the closing date and time on how the bidder will implement these conditions. These conditions will be enforced post award.

8.1 DELIVERY, QUANTITIES, ORDERS AND RISK

8.1.1 Delivery Basis and Adherence

8.1.1.1 Lead times for delivery of all categories of mobile products and services on the transversal contract shall be as per the SLA. In respect of products and services awarded, Suppliers must adhere strictly to the delivery lead times as per the SLAs.

8.1.1.2 Delivery of mobile products and services must be made in accordance with the instructions appearing on the official purchase order forms issued by Participants.

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

8.1.1.4 Deliveries not complying with the purchase order forms will be returned to the Supplier(s) at the Supplier's expense.

8.1.2 Quantities

No quantities are reflected in this bid as orders will be placed on the basis of '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.

8.1.3 Orders

8.1.3.1 Suppliers should note that each Participant is responsible for generating the order(s) as well as payment(s) thereof.

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

8.1.3.3 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 Participant.

8.1.3.4 The State is under no obligation to accept any quantity(ies) which is more than the ordered quantity(ies).

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8.2 PRODUCT AND SERVICE REQUIREMENTS

8.2.1 All mobile products and services offered must be of the latest approved model.

8.2.2 All parts must be supplied new; no second hand or refurbished parts will be accepted.

8.2.3 The expected lifespan where applicable of all mobile products and services offered must be stated in the pricing schedule (**Annexure 2**).

8.2.4 The Supplier should ensure that the spare parts of the mobile products and services are guaranteed to be available for the specified lifespan of the mobile products and/or services and indicate on the pricing schedule (**Annexure 2**).

8.3 PRODUCT AND/OR SERVICE ADHERENCE AND SUBSTITUTION

8.3.1 In the event where a Supplier(s) is awarded a specific brand and model, it is required of that Supplier(s) to continue to supply the awarded mobile product and/or service throughout the transversal contract period.

8.3.2 If any mobile product and/or service is discontinued, NT must be notified of such an occurrence. The replacement model will be allowed at the same awarded price. Participants will be further notified via amendments on the website.

8.3.3 For the Mobile Devices monthly model replacements, Suppliers will notify the Participants including the prevailing price list as and when they procure.

8.3.4 However, the Supplier(s) is still liable for the maintenance and after-sales support of the delivered mobile products and/or services.

8.3.5 For all information technology products, the certification process by SITA should always be adhered to even for a model replacement.

8.4 CATALOGUE OF PRODUCTS AND SERVICES AWARDED

8.4.1 Successful Supplier(s) will be required to submit images of the awarded mobile products and/or services to compile a catalogue for RT15 which will be published on the website for Participants within sixty (60) days from award. The catalogue must reflect the contents of the contract circular.

8.4.2 Mobile product and/or service information documents (e.g. catalogues, operating manuals, instruction leaflets, etc.), in the English language, must be provided to Participants on their request.

8.4.3 It is required that the Suppliers should provide technical support for the duration of the transversal contract period.

8.5 CONCLUSION OF MASTER TRANSVERSAL AGREEMENT AND PARTICIPATION AGREEMENT

8.5.1 The Master Transversal Agreement (MTA) between National Treasury and the awarded Supplier(s) collectively referred to as the Parties shall come into effect after the awarded Supplier(s) has been issued with an unconditional letter of acceptance to their proposals.

8.5.2 It is a requirement that the awarded Supplier(s) and the Participants sign a Participation Agreement (PA) within thirty (30) days upon receipt of first purchase order.

8.5.3 The preferred Suppliers 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 and the MTA. In the

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event that the terms of the PA contradict the provisions of this bid document and the MTA to the extent that the duration, pricing as well as the mobile products and/or services have changed in terms of this transversal contract, such PA shall be deemed not to be in terms of this RT15 transversal contract. Therefore, any transaction that flows therefrom shall not be considered a transaction in terms of this RT15 transversal contract.

8.5.4 The following will form part of the Master Transversal Agreement documents between the Parties in as far this RT15 is concerned:

8.5.4.1 Bid Documents,
8.5.4.2 Appointment Letter,
8.5.4.3 Award Documents,
8.5.4.4 Master Transversal Agreement, and
8.5.4.5 Participation Agreement.

8.5.5 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 service delivery:

8.5.5.1 Participation Agreement,
8.5.5.2 Master Transversal Agreement, and
8.5.5.3 Bid documents.

8.5.6 In relation to all other matters,

8.5.6.1 Master Transversal Agreement,
8.5.6.2 Participation Agreement, and
8.5.6.3 Bid documents.

8.6 POST AWARD PARTICIPATION

8.6.1 In terms of Treasury Regulations 16.A6.5 the accounting officer or accounting authority may opt to participate in transversal contracts 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 item or service during the tenure of the transversal term contract. Participation on the transversal contract is open to all Organs of State.

8.6.2 The participation 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.

8.6.3 Supplier(s) will be notified of new participating State institutions and the list of participating State institutions will NOT be published on the website. Any transversal contract guiding documents together with any model changes and other information for the benefit of Supplier(s) and Participating State institutions will be published on the website.

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8.7 CONTRACT ADMINISTRATION

8.7.1 The administration and facilitation of the transversal contract is the responsibility of National Treasury and all correspondence in this regard must be directed to transversal.contracting2@treasury.gov.za.

8.7.2 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.

8.8 CONTRACT PERFORMANCE MANAGEMENT

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

8.8.2 Participants are required to report to National Treasury their procurement from the transversal contract on quarterly basis and any matters relating to the procurement thereof to ascertain if the transversal contract fulfils the participating State institutions requirements. A reporting template will be published at transversal contract award.

8.8.3 To enforce the provision of the best service from appointed Suppliers, the Participant can change or contract any other Supplier after the first subscription expiry upon proven of non-performance or unsatisfactory performance by Participant. Participant may contract more than one Supplier based on its network coverage mobile needs.

8.8.4 A notice period by the Participant to the Supplier is required when contemplating changing a Supplier. The minimum notice period required will be detailed on the Master Transversal Agreement and Procurement Guideline.

8.9 PROCUREMENT GUIDELINE AND IMPLEMENTATION

8.9.1 The procurement guideline will also guide on the operational functions of the transversal contract to ensure the successful Suppliers obtain an equal opportunity for procurement by the Participants.

8.9.2 Suppliers will be responsible for the analysis of the “as is” mobile environments to propose optimal mobile offerings that are fit for purpose for each State institution. The responsibility extends to migration, optimal functioning of the proposed mobile offering, deployment, change management and support services.

8.10 POST AWARD MONITORING AND REPORTING

8.10.1 National Treasury will conduct quarterly meetings with the Suppliers to discuss transversal contracting objectives and deliverables.

8.10.2 Reporting by Suppliers will also be on a quarterly basis and a reporting template will be provided post award.

8.10.3 All successful Suppliers are required to submit their reports via e-mail on a quarterly basis to: transversal.contracting2@treasury.gov.za

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9. PART 2: COMMITMENT TO SOCIO-ECONOMIC OBJECTIVES

9.1 The NDP 2030 is an important policy document of the South African State which aims to eliminate poverty and reduce inequality by drawing on the energies of the South Africans and growing an inclusive economy. Through the State expenditure on this transversal contract, there is an expectation by the National Treasury for preferred Suppliers to contribute to the upliftment of some of the socio-economic challenges faced by South Africans.

9.2 There are five (5) identified areas where the preferred Suppliers must partner with National Treasury to positively contribute towards the socio-economic challenges during the transversal contract period.

9.3 The areas are detailed on **Annexure 4 Conditions of Bid and Transversal Contract** and the areas include procurement of accessories from EMEs and QSEs; administration support services by EMEs and QSEs; local manufactured devices; skills development; and corporate social responsibilities. Bidders are to access the list of potential EMEs and/or QSEs available on CSD for the procurement of accessories and/or administration support services and is referenced RT15-2021 Sub.

9.4 The following are steps to access the list on CSD by bidders:

9.4.1 Log on to CSD;
9.4.2 Click on search;
9.4.3 Select favourite searches;
9.4.4 Tick published internal and external;
9.4.5 On search query, put the reference number RT15-2021 Sub;
9.4.6 Then click search.

9.5 **Annexure 4 Conditions of Bid and Transversal Contract** must be completed and returned with the bid response at the closing date and time. These socio-economic objectives will be enforced post award until the transversal contract expires.

9.6 Reporting on a quarterly basis will be expected from the preferred Suppliers on the achievement of these socio-economic objectives.

End

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