



SPECIAL CONDITIONS OF CONTRACT

RT 275-2016

**SUPPLY AND DELIVERY OF SPEECH THERAPY ASSISTIVE
DEVICES AND ACCESSORIES FOR THE SUPPORT OF AAC,
DYSPAGIA, VOICE, SPEECH, LANGUAGE AND COMMUNICATION
REQUIREMENTS TO THE STATE FOR THE PERIOD
1 AUGUST 2016 TO 31 JULY 2019**

CLOSING DATE AND TIME OF BID: 27 JUNE 2016 at 11h00

BRIEFING SESSION: 30 MAY 2016

BID VALIDITY PERIOD: 120 DAYS



**NATIONAL TREASURY
CONTRACT MANAGEMENT**

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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 Officer
PPI	: Producer Price Index
QC	: Quality Control
ROE	: Rates of Exchange
SABS	: South African Bureau of Standards
SANAS	: South African National Accreditation System
SBD	: Standard Bidding Document
STATS SA	: Statistics South Africa
TCBD	: Transversal Contract Bidding Document
VAT	: Value- Added Tax



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

The evaluation process will be conducted in phases as follows:

Phase I	Phase II	Phase III
Mandatory and other bid requirements	Visual screening	Price and B-BBEE
Compliance with mandatory and other bid requirements	Bids will be evaluated in terms of technical specifications	Bids evaluated in terms of the 90/10 preference system

2.1 *Phase I: Mandatory requirements:*

During this phase bidders' response will be evaluated based on the mandatory requirements indicated hereunder. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

2.1.1 Service provider profile

The bidder must submit a company profile with the bid documents at the closing date and time of the bid.



2.1.2 Shareholding portfolio

The bidder must submit valid proof of registration of the company with CIPRO/CIPC with the bid documents at the closing date and time of the bid. If by law registration with CIPRO/CIPC is not required, proof of ownership/shareholding must be provided.

2.1.3 Pricing schedule

The pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof. The pricing schedule must be submitted at the closing date and time of bid.

2.1.4 Authorisation Declaration

2.1.4.1 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.

2.1.4.2 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.

2.1.4.3 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.

2.1.4.4 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.

2.1.5 Tax Clearance Certificate

2.1.5.1 An original and valid Tax Clearance Certificate issued by the South African Revenue Services certifying that the taxes of the bidder are in order must be submitted at the closing date and time of bid. Please refer to SBD2 – Tax Clearance Certificate Requirements.

2.1.5.2 Copies and/or certified copies of the Tax Clearance Certificate will not be acceptable.



2.1.5.3 Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid.

2.2 **Phase II: SAMPLE SUBMITTED FOR VISUAL SCREENING**

Bidders are required to submit samples for visual screening to determine compliance to specification for the following items:

	CATEGORY	ITEM NUMBER
1	AAC Low tech devices	85122108-00000 to 85122108-00013 (All items in this category)
2	AAC high tech devices	85122108-00014 to 85122108-00470 (All items in this category)
3	AAC accessories	85122108-00038 to 85122108-00484 (All items in this category)
4	AAC Software	85122108-00085 to 85122108-00094 (One tablet/laptop with all software loaded onto it)
5	Feeding and Oral Motor	85122108-00095 to 85122108-00252 (All items in this category)
6	Laryngectomy	85122108-00253 to 85122108-00389 (All items in this category)
7	Tracheostomy	85122108-00390 to 85122108-00406 (All items in this category)
8	Assessment Tools	85122108-00407 to 85122108-00490 (All items in this category)
9	Therapy Resources	85122108-00425 to 85122108-00515 (One tablet/laptop with all software loaded onto it)

2.2.1 Bidders must submit brochures/manuals for the items as well as the technical specification sheet for devices, together with the samples on the date of submission of samples.

2.2.2 A schedule indicating the venue, date and time for the submission of samples for visual screening will be forwarded to all bidders prior to the date and time of visual screening.

2.2.3 In order to frame meaningful recommendations, it is imperative that the required samples of items offered, be submitted for visual screening.

2.2.4 Where different sizes of the same product are called for against different item numbers, a



reference sample must be submitted.

- 2.2.5 All samples submitted for visual screening must be a true representation of the product which will be supplied.
- 2.2.6 Bids not supported by samples and brochures/manuals/ technical specifications may invalidate the bid for the item(s) for which samples and technical specifications are not submitted.

2.3 **Marking and submission of samples**

The following requirements for the marking and submission of samples are applicable to samples that are submitted for visual screening.

- 2.3.1 Samples must be placed in suitable packaging and be clearly marked on the outside with the bid number, item number(s), the bidder's name and contact details (tel and cell).
- 2.3.2 All samples must be a true representation of the product that will be supplied during the contract period.
- 2.3.3 Failure to comply with this condition may invalidate the bid against the relevant item.

2.4 **Phase III: PREFERENCE POINT SYSTEM**

- 2.3.1 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)
- 2.3.2 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

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

- 2.3.3 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

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

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

- 2.3.6 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.

- 2.3.7 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).

- 2.3.8 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.
- 2.3.9 The points scored will be rounded off to the nearest 2 decimals.
- 2.3.10 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.
- 2.3.11 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 2.3.12 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 2.3.13 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 provided 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.

4 VALUE ADDED TAX

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



5 SUBMISSION OF BIDS

- 5.1 Bidders are required to bid electronically via the electronic response system to facilitate the speedy evaluation of bid responses. Electronic bids must be submitted before the closing date and time of bid on the National Treasury's Transversal contracting supplier portal accessed on the following link: <https://eprocurement.csd.gov.za/>
- 5.2 Besides responding electronically through the electronic response system, the bidder must still submit a hard copy of the bid document before the closing date and time to National Treasury: Tender Information Centre. The hard copy of the bid response will serve as the legal bid document. In the event that a hard copy of the bid document is not received on or before the closing date and time, the bid will be invalidated.
- 5.3 All electronic data submitted must be an exact copy of the hard copy document. Any discrepancies between the electronic data and the hard copy may invalidate the bid for the item in question.
- 5.4 After completing the pricing schedule electronically, the electronic version of the pricing schedule must be printed and submitted together with the remaining bid documents which will serve as the hard copy of the bid.
- Training to bidders will be provided by the National Treasury, Transversal Contracting every **Monday between 14:00PM and 16:00PM**. Training booking may be made at the following details: **Name:** Bongani Lusenga; **Tel:** 012 315 5340; **Email:** bongani.lusenga@treasury.gov.za
- 5.5 Bidders are required to inform National Treasury of any problems experienced regarding electronic submission **two weeks before closing date and time of bid**.
- 5.6 Each 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.
- 5.7 Bidders are requested to initial each page of the tender document on the top right hand corner.



6 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 practicable, be returned unopened to the bidder.

7 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.

8 FRONTING

- 8.1 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.
- 8.2 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.



9 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.

10 COMMUNICATION

- 10.1 Contract Management 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.
- 10.2 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.
- 10.3 All communication between the bidder and the Contract Management Office must be done in writing.

11 NON-COMMITMENT

- 11.1 The right is reserved not to accept any of the bids submitted.
- 11.2 The right is also reserved to withdraw or amend any of the bid conditions by notice in writing to all bidders.

12 NEGOTIATIONS

The state reserves the right to negotiate with the bidders prior to award.

13 CONTACT DETAILS

13.1 GENERAL

Chief Directorate: Contract Management, National Treasury, Private Bag x115, Pretoria, 0001
Physical address: 240 Madiba Street, cnr. Thabo Sehume - and Madiba Streets, Pretoria

13.2 Bid and Sample Enquiries

Contract Manager: Waseela Ebrahim / Patiswa Mgcodo



Transversal Contracting, Office of the Chief Procurement Officer, National Treasury

Tel: (012) 315 5622/5834

Fax: (012) 315 5058

E-mail: waseela.ebrahim@treasury.gov.za / patiswa.mgcodo@treasury.gov.za

SECTION B

14 CONTRACT PERIOD

The contract period shall be for a period of 36 months commencing on 1 August 2016 to 31 July 2019.

15 PARTICIPATING GOVERNMENT DEPARTMENTS / INSTITUTIONS

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

National Departments

- Department of Defence

Provincial Departments

- Provincial Departments of Health: Eastern Cape, Limpopo, Mpumalanga, Northern Cape, North West, Kwa-Zulu Natal, and Western Cape.
- Provincial Departments of Education: Gauteng, Kwa-Zulu Natal, Northern Cape and Limpopo

Departments will only be allowed to participate in this contract provided they do not have contracts for similar individual items on this bid, their participation on this contract will only be effective once their current contracts have expired.

15.2 Post award participation

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



the relevant contractors.

16 AWARD CONDITIONS

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

16.1 MULTIPLE AWARD

The State reserves the right to award the same item to various contractors (more than two), to address compatibility issues and various applications of learning and developmental resources and its accessories.

16.2 ITEMS GROUPED AS A SERIES

16.2.1 Bidders must offer prices for ALL items within a specified group series as indicated on the attached annexure A.

16.2.2 The evaluation and allocation of points will be based on the total price of the grouped items within the series.

16.2.3 Failure to offer all items within a grouped series may invalidate your bid for the items concerned

17 NON COMPULSORY BID INFORMATION SESSION

17.1.1 A non-compulsory information session will be held at:

National Treasury, 240 Madiba Street, Pretoria.

Date: 30 May 2016

Time: 10H00

Venue: Room 0901

17.1.2 This session will provide bidders with an opportunity to obtain clarity on certain aspects of the process as set out in this document and to address any substantial issues they might have.



18 INFORMATION / DOCUMENTATION AND REQUIREMENTS SPECIFIC TO THIS BID

18.1 FORMAT AND SUBMISSION OF BID

18.1.1 Bidders are required to submit their bids in the following manner:-

Section 1	Standard bidding documents
Section 2	Pricing Schedule
Section 3	Mandatory documents
Section 4	Other supporting documents

19 PRICING STRUCTURE

19.1 Prices quoted must be furnished on the basis of supply, delivery, installation, commissioning and maintenance.

19.2 Where applicable prices quoted must be all inclusive taking into account supply, delivery, installation, commissioning, training and maintenance including all warranties and guarantees.

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

19.4 The State reserves the right to negotiate with the recommended bidders .

20 CONTRACT PRICE ADJUSTMENTS

20.1 FORMULA

20.1.1 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.

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

20.1.3 The following price adjustment formula will be applicable for calculating contract price



adjustments (CPA).

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

20.2 FORMULA COMPONENT DEFINITIONS

20.2.1 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.

20.2.2 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.

20.2.3 Cost components and proportions

The cost components of the contract price usually constitute the cost of materials (raw material



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

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

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

Cost Component	% Contribution
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 %

20.2.4 **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)	Supplier / Manufacturer invoice(s) ²	Documentary evidence to accompany claim
D3 - Labour	STATS SA P0141 (CPI), Table E OR Labour agreement ³	Table E - All Items or 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

20.2.5 Base Index Date

The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date is **May 2016**

20.2.6 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).

20.2.7 Price Adjustment Periods

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

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 Same as footnote 1.

³ In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.



Adjustment Period	CPA application to reach the office at the following dates	End Index Date	Dates from which adjusted prices will become effective
1 st Adjustment	15 November 2016	September 2016	1 December 2016
2 nd Adjustment	15 May 2017	March 2017	1 June 2017
3 rd Adjustment	15 November 2017	September 2017	1 December 2017
4 th Adjustment	15 May 2018	March 2017	1 June 2018
5 th Adjustment	15 November 2018	September 2018	1 December 2018
6 th Adjustment	15 May 2019	March 2019	1 June 2019

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

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

- 20.3.1 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 20.1.3) and the average RoE rate over the period under review indicated in paragraph 20.3.4 below.
- 20.3.2 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 20.3.4) for the earlier invoice and the average RoE rate for the period under review as indicated in paragraph 20.3.6 below for the later invoice.
- 20.3.3 The imported cost component (D1) will be adjusted together with all the other cost components indicated in paragraph 20.2.3 and 20.2.4 above and at the predetermined dates indicated in paragraph 20.2.7 above.
- 20.3.4 Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item (s) to South Africa currency is indicated in the table below

Currency	Rates of exchange 2 November 2015 to 3 May 2016
US Dollar	15.2009
Pound Sterling	22.1399
Euro	16.7297
Yen	0.1299



- 20.3.5 Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period 2 November 2015 to 3 May 2016 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.
- 20.3.6 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:
1 st Adjustment	4 May 2016 – 3 November 2016
2 nd Adjustment	4 November 2016 – 5 May 2017
3 rd Adjustment	6 May 2017 – 5 November 2017
4 th Adjustment	6 November 2017 – 5 May 2018
5 th Adjustment	6 May 2018 – 5 November 2018
6 th Adjustment	6 November 2018 – 5 May 2019

20.4 **Forex**

- 20.4.1 The State will only be allowing the contract price adjustments on the intervals as indicates in the Special Conditions of Contract, most of the items on this bid are imported and no extra ordinary price adjustments due to exchange rate fluctuations will be processed. Therefore, the contractor is advised to take forward cover and or foreign exchange hedging or whichever is applicable to be able to cover the foreign exchange risk.

20.5 **GENERAL**

- 20.5.1 Unless prior approval has been obtained from Contract Management, no adjustment in contract prices will be made.
- 20.5.2 Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.
- 20.5.3 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.

- 20.5.4 In the event where the supplier's CPA application, based on the above formula and parameters, differs from Contract Management's verification, Contract Management will consult with the supplier to resolve the differences.
- 20.5.5 Bidders are referred to paragraph 9 of the Special Conditions regarding Counter Conditions.
- 20.5.6 An electronic price adjustment calculator will be available on request from Contract Management.
- 20.5.7 The State reserves the right to negotiate a price adjustment or not to grant any price adjustment.

21 STANDARDS / SPECIFICATIONS

- 21.1.1 Items must comply with standards / specifications as stated in the bid document. Failure to comply with this condition may invalidate your bid for the items concerned.

22 QUALITY

- 22.1 Where specific specifications and/ or standards are applicable on materials and supplies, the quality of products shall not be less than the requirements of the latest edition of such specifications and/or standards.

23 DELIVERY AND QUANTITIES

23.1 DELIVERY BASIS

- 23.1.1 Firm lead times for delivery must be quoted for the duration of the contract period.

23.2 QUANTITIES

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



SECTION C

24 ROLES AND RESPONSIBILITIES

24.1 CONTRACT ADMINISTRATION

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

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

24.1.2 Contractors must advise the Chief Directorate: Transversal Contracting, 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.

24.2 SUPPLIER PERFORMANCE MANAGEMENT

24.2.1 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: Contract Management must be informed for corrective action.

25 ORDERS AND DELIVERY

25.1 Orders

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

25.1.2 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).

25.1.3 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.



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

25.2 **Delivery Adherence**

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

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

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

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

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

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

25.2.7 The State reserves the right to negotiate delivery leadtimes.

25.3 **Quantities**

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 **PACKING**

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, i.e.:

- All products must be packed in acceptable containers, where applicable, specifically



developed for the product.

- The conditions under which the product must be stored.
- Where applicable, date of manufacture and expiry must be clearly shown.
- Labels for consumable items must be clearly marked for occupational health and safety purposes.

27 SHELF LIFE

27.1.1 Where applicable, products, upon delivery must have at least 18 months of shelf-life before date of expiry.

27.1.2 Upon the delivery of the batteries, contractors must ensure an expiry date of 24 months.

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

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

27.1.5 Any participating institution may, without prejudice, decline written applications to deliver short-dated stock.

28 PRODUCT ADHERANCE / BRAND CHANGE

28.1 In the event where a bidder offers a specific brand/model 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/model awarded throughout the contract period.

28.2 In the event that the brand/model is discontinued, National Treasury, Transversal Contracting must be notified of such an occurrence.

28.3 In the event of a newer brand/model becoming available during the contract period the supplier may apply to the National Treasury, Transversal Contracting, to offer the new brand/model in place of the existing brand/model, provided the new brand/model meets the original



specifications and there is no increase in price.

- 28.4 In the event that the product or model/brand is recalled, National Treasury, Transversal Contracting must be notified of such an occurrence and an official communication will be issued.
- 28.5 In the event where a product has been discontinued and or replaced with a new brand/model, the contractors are required to submit letters from manufacturer/suppliers stating the changes.
- 28.6 Furthermore, contractors are to take note that the price of the new brand/model should not differ from the current bid price of the original brand/model.
- 28.7 The new brand/model must adhere to the minimum specification for the specific item.
- 28.8 Contractors are not to deliver new product brand/models prior to approval of brand/model changes by the National Treasury: Transversal Contracting.

29 WARRANTY/ GUARANTEE

- 29.1.1 The minimum warranty period for electronic devices must not be less than a period of 24 months from the date of delivery.
- 29.1.2 During the warranty period, the quotation and transport/courier cost to repair the electronic device will be at the cost of the supplier.
- 29.1 It is a requirement that the contractor keeps record of the premises where the equipment has been installed in order to keep such equipment in good working order during the guarantee period.



30 PRODUCT TRAINING

- 30.1 The participating departments must liaise with the contractor regarding the arrangements of the training.
- 30.2 Each provincial department will be responsible for centrally coordinating the attendance and the arrangements of the venue.
- 30.3 Contractors are required to provide product training annually to all participating departments for the items awarded at no cost to the end users.

31 SUPPORT / PRODUCT DEMONSTRATION

- 31.1 Contractors are required to provide online or telephonic support to end users in aiding the correct application of products.
- 31.2 Product information documents (e.g. catalogues, operating manuals, instruction leaflets, etc.), in at least the English language, must at all times be included with the product on delivery.
- 31.3 It is the responsibility of the contractor to provide the participating departments with adequate information on all products.

32 POST AWARD REPORTING

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

Transversal Contracting, Office of the Chief Procurement Officer, National Treasury:

Waseela Ebrahim and Patiswa Mgcodo

waseela.ebrahim@treasury.gov.za / Patiswa.mgcodo@treasury.gov.za



- The dates for the information to be submitted are as follows:

Period	Period for information must be submitted	Dates at which reports must be submitted
1	1 August 2016 to 31 Jan 2017	By 10 February 2017
2	1 Feb 2017 to 31 July 2017	By 10 August 2017
3	1 Aug 2017 to 31 Jan 2018	By 10 February 2018
4	1 Feb 2018 to 31 July 2018	10 August 2018
5	1 Aug 2018 to 31 Jan 2019	By 10 February 2019
6	1 Feb 2019 to 31 July 2019	By 10 February 2019

33 FEEDBACK MEETINGS (ANNUALLY)

- 34.2.1 National Treasury will conduct meetings with the end users and contractors to discuss contract management issues.

END