



SPECIAL CONDITIONS OF CONTRACT

RT47-2022

APPOINTMENT OF A SERVICE PROVIDER/S FOR PROVISION OF REFLECTIVE MARKING OF SOUTH AFRICAN POLICE SERVICE (SAPS) VEHICLES FOR THE STATE FOR THE PERIOD OF 1 MARCH 2022 TO 28 FEBRUARY 2025

1 MARCH 2022 TO 28 FEBRUARY 2025

NON-COMPULSORY BRIEFING SESSION:

VIRTUAL MEETING: 17 JANUARY 2022 AT 11:00-13:00

CLOSING DATE AND TIME OF BID

31 JANUARY 2022 AT 11H00

BID VALIDITY PERIOD: 120 DAYS

National Treasury

Transversal Contracting



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LIST OF ABBREVIATIONS

BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
BQRC	Bid Quality Review Committee
B-BBEE	Broad -Based Black Economic Empowerment
CIPC	Companies and Intellectual Property Commission
CPA	Contract Price Adjustment
ROE	Rate of Exchange
CSD	Central Supplier Database
EME	Exempted Micro Enterprise
NT	National Treasury
OCPO	Office of the Chief Procurement Officer
CFST	Cross Functional Sourcing Team
SAPS	South African Police Service
SABS	South African Bureau Standards
SANS	South African National Standards
ECE	Economic Commission for Europe
QMS	Quality Management System
PPE	Personal Protective Equipment
PPPFA	Preferential Procurement Policy Framework Act
PPR	Preferential Procurement Regulations, 2017
QSE	Qualifying Small Enterprise
RSA	Republic of South Africa
SLA	Service Level Agreement
MTA	Master Transversal Agreement
PA	Participation Agreement
TC	Transversal Contracting
TCBD	Transversal Contracting Bidding Document
TIC	Tender Information Centre
VAT	Value Added Tax



LIST OF ANNEXURES

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**Table 1: Returnable Standard Bid Document and Mandatory Document Checklist**

#	Document Name	Published	Must be returned
PHASE I : PRE-QUALIFICATION CRITERIA			
1	Original and valid B-BBEE status level contributor verification certificate or certified copies thereof OR Original and valid JV B-BBEE status level contributor verification certificate or certified copies thereof OR Original and valid Sworn affidavit or certified copy of sworn affidavit OR valid B-BBEE certificate issued by CIPC.	No	Yes
PHASE II : STANDARD BIDDING DOCUMENTS AND MANDATORY REQUIREMENTS			
LEGISLATIVE DOCUMENTS: ADMINISTRATIVE COMPLIANCE-STANDARD BIDDING DOCUMENTS			
2	SBD 1: Invitation to Bid	Yes	Yes
3	SBD 4 Declaration of Interest	Yes	Yes
4	SBD 8 Declaration of Bidder's Past SCM Practises	Yes	Yes
5	SBD 9 Certificate of Independent Bid Determination	Yes	Yes
6	CSD Report /Supplier Number	No	Yes
7	Shareholding portfolio by proof of registration of the company with CIPC	No	Yes
8	General Conditions of Contract	Yes	Yes
9	Special Conditions of Contract	Yes	Yes
10	Draft Master Transversal Agreement	Yes	Yes
11	Draft Participation Agreement	Yes	Yes
MANDATORY REQUIREMENTS: Non submission will result in disqualification			
12	Copy of a ISO 9001:2008 Certificate or equivalent or higher accredited	No	Yes
13	Warranty/Guarantee	No	Yes
14	Professional Liability and Third Party Insurance	No	Yes
15	Pricing Schedule (Annexure B)	Yes	Yes
16	Scope of Service Compliance Document (Specification) (Annexure A)	Yes	Yes
PHASE III : SUBCONTRACTING AS A CONDITION OF TENDER			
17	Subcontractor's Original and valid B-BBEE status level contributor verification certificate or certified copies thereof OR Original and valid Sworn affidavit or certified copy of sworn affidavit OR valid B-BBEE certificate issued by CIPC.	No	Yes



#	Document Name	Published	Must be returned
18	Subcontracting plan detailing how subcontracting will be done.	No	Yes
19	A copy of a 3-year signed subcontracting agreement between the main bidder and the subcontractor	No	Yes
PHASE IV : TECHNICAL AND SAMPLE REQUIREMENTS			
20	TCBD 1 Authorisation Declaration	Yes	Yes
21	TCBD 1.1 List of goods or services offered	Yes	Yes
22	TCBD 1.2 Authorisation Letter Template	Yes	Yes
PHASE V: PRICE AND B-BBEE			
23	SBD 6.1 Preference Points Claim Form	Yes	Yes
24	Pricing Schedule	Yes	Yes
25	Contract Price Adjustment Cost Components	Yes	Yes
CHECKLIST DOCUMENT			
26	RT47-20222 Checklist	Yes	Yes



1. INTRODUCTION

This bid is for Appointment of service provider/s for provision of reflective marking for South African Police Service (SAPS) vehicles for the State for the period of thirty-six (36) months commencing on 1 March 2022 to 28 February 2025.

This bid document is divided as follows:

- 1.1 Section A : Conditions of bid
- 1.1.1 Part 1 : Evaluation criteria
- 1.1.2 Part 2 : Bid requirements
- 1.2 Section B : Conditions of Contract

2. LEGISLATIVE AND REGULATORY FRAMEWORK

- 2.1 This bid and all contracts emanating there from will be subject to 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 are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 2.2 This contract is subject to all applicable industry related legislation, particularly the legislation stated below. Contravention of any provision of the below mentioned legislation as well as the following legislation may result in disqualification of this bid or termination of Contract in the event that the contravention occurs after the contract award: -
 - i. National Road Traffic Act, 1996 (No. 93 of 1996);
 - ii. National Road Traffic Regulations, 2000;
 - iii. Basic Conditions of Employment Act 75 of 1997;
 - iv. Compensation for Occupational Injuries and Diseases Act (130 of 1993);
 - v. Occupational Health and Safety Act 85 of 1993
 - vi. Standard Act, 1993 (Act 29 of 1993)



2.3 Tax Compliance Requirements

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

2.4 Standard Bidding Documents

- 2.4.1 SBD 1: Invitation to bid;
- 2.4.2 SBD 4: Declaration of Interest;
- 2.4.3 SBD 6.1: Preference Points Claim Form;
- 2.4.4 SBD 8: Declaration of Bidder's Past SCM Practises;
- 2.4.5 SBD 9: Certificate of Independent Bid Determination;
- 2.4.6 All standard bidding documents must be completed in full, signed and submitted at the closing date and time of the bid.

3. BID INFORMATION SESSION

- 3.1 The briefing session presentation will provide bidders with an opportunity to obtain clarity on certain aspects of the procurement process as set out in this bid document.
- 3.2 Briefing session presentation attached as Annexure C.
- 3.3 A non-compulsory information session will be held virtually

Date: **17 January 2022**

Venue: Virtual Meeting (Online – Microsoft Teams) Link: [Click here to join the meeting](#)

Time: 11:00 am to 13:00pm

- 3.4 Briefing presentation will be made available on the following link:
<http://www.treasury.gov.za/divisions/ocpo/ostb/CurrentTenders.aspx>
<https://etenders.treasury.gov.za/content/advertised-tenders>



- 3.5 The state reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.
- 3.6 Bidders are encouraged to prepare questions upfront and send them to National Treasury (NT) by e-mail to Transversal.Contracting6@treasury.gov.za before the briefing session. The closing date for receipt of all enquiries is **25 January 2022**. All enquiries beyond this closing date will not be considered.

4. SCOPE OF SERVICES

A bid that does not address the scope of services will be disqualified and considered non-responsive.

- 4.1 The South African Police Service requires visibility and identification markings, which are to be die-cut or computer cut and applied/fitted to identify new vehicles/damaged repaired vehicles for national standardization and uniformity of appearance of the SAPS vehicle fleet.
- 4.2 In the event of damaged to one specific panel of a vehicle, all the old marking on the panel must be removed and replaced with new marking as as per the specification.
- 4.3 The bidder is responsible for the purchase of material from a specific manufacturer.
- 4.4 In case of damaged to a marked vehicle that does not comply to this specification, all existing marking including cracked or faded markings must be removed and vehicle remarked according to this specification.

5. ITEM AND CATERGORIES

The bidder must comply and bid for all line items and catergories as listed below, the contract consist of 460 line-items.

All items are supported by detailed scope of service and/or South African National Standards. Detailed scope of work: Annexure A and Pricing Schedule: Annexure B.

Table 2: Catergory Name

Catergory Name	
1. Bus / Truck / Trailer	5. Nyala
2. Ldv: Double Cabs	6. Sedan/Hatch/Suv Vehicles
3. Ldv: Single Cabs	7. Water Cannon
4. Minibus/Panel Vans	



SECTION A

CONDITIONS OF BID

6. PART 1: EVALUATION CRITERIA

The bid shall be evaluated in five (5) phases as per the table below:

Table 2: Evaluation criteria

Phase I	Phase II	Phase III	Phase IV	Phase V
Pre - Qualifying Criteria	Compliance with mandatory and other standard bidding requirements	Regulation 9 (1) (c) (d) and (e)	Technical Evaluation and Sample Evaluation	Price and B-BBEE
Regulation 4(1)(a) Level 1 to 5 Compliant	Compliance with administrative and mandatory requirements	Subcontracting as condition of tender	Compliance with technical specifications and requirements	Bids evaluated in terms of the 80/20 preference system

6.1 Phase I: Pre- Qualifying Criteria for Preferential Procurement

6.1.1 B-BBEE status Level Contributor (Level 1- 5)

Bidders must be a minimum B-BBEE status level contributor from level 1(one) to 5 (five) as per Regulation 4(1)(a) of Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, (PPR) 2017

6.1.2 **In order to proceed to Phase II**, bidders are required to submit proof of B-BBEE status level of contributor from level 1 to 5 at the closing date and time of the bid. Failure to submit proof of B-BBEE status level at the closing date and time of the bid will invalidate the bid and will be disqualified.

6.1.3 Proof of B-BBEE status level of contributor includes the following:

- 6.1.3.1 Original and valid B-BBEE status level contributor verification certificate or certified copies thereof;
 - 6.1.3.2 Original and valid JV B-BBEE status level contributor verification certificate or certified copies thereof ;
 - 6.1.3.3 Valid B-BBEE certificate issued by the CIPC;
 - 6.1.3.4 Original and valid Sworn affidavit signed by the EME representative and attested by Commissioner of oaths or certified copy of sworn affidavit.
- 6.1.4 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate.



- 6.1.5 Public entities and tertiary institutions must also submit their B-BBEE certificates.
- 6.1.6 Copies or documents that are not certified are not acceptable.
- 6.1.7 **A tender that fails to meet the pre-qualifying criteria above is an unacceptable tender and will be disqualified.**

6.2 **PHASE II: ADMINISTRATIVE COMPLIANCE AND MANDATORY REQUIREMENTS**

Only bidders who qualified on Phase I will be evaluated on Phase II. During this phase bidders will be evaluated based on submitted documents for administrative compliance and mandatory requirements.

6.2.1 **LEGISLATIVE DOCUMENTS: ADMINISTRATIVE COMPLIANCE - STANDARD BIDDING DOCUMENTS**

All Standard bidding documents as listed above on Table 1 must be completed in full, signed and submitted with the bid at the closing date and time of the bid. Failure to comply may invalidate your bid.

- 6.2.1.1 SBD 1: Invitation to Bid
- 6.2.1.2 SBD 4 Declaration of Interest
- 6.2.1.3 SBD 8 Declaration of Bidder's Past SCM Practises
- 6.2.1.4 SBD 9 Certificate of Independent Bid Determination
- 6.2.1.5 CSD Report /Supplier Number
- 6.2.1.6 Shareholding portfolio by proof of registration of the company with CIPC
- 6.2.1.7 General Conditions of Contract
- 6.2.1.8 Special Conditions of Contract
- 6.2.1.9 Draft Master Transversal Agreement

6.2.2 **MANDATORY REQUIREMENTS**

6.2.2.1 **ISO 9001:2008**

- 6.2.2.1.1 The Quality Management System (QMS) of the company manufacturing the material must be ISO 9001:2008 or equivalent or higher accredited.
- 6.2.2.1.2 Bidders must submit a copy of ISO certificate at the closing date and time of the bid.
- 6.2.2.1.3 Failure to submit a copy of the ISO certificate at the closing date and time of the bid will invalidate the bid.

6.2.2.2 **Professional Liability and Third Party Insurance**

- 6.2.2.2.1 Bidders must submit a copy of insurance schedule or quotation with a policy number from the insurer.
- 6.2.2.2.2 Failure to submit the insurance schedule at the closing date and time of the bid will invalidate the bid.

**6.2.2.3 Warrantee**

- 6.2.2.3.1 The durability of the reflective material (fluorescent, retro-reflective, colour and adhesion) must be guaranteed.
- 6.2.2.3.2 Bidders must provide a document to substantiate the warrantee on the following product offerings:
- 6.2.2.3.2.1 A minimum of five (5) years for orange, fluorescent, reflective material (prismatic);
- 6.2.2.3.2.2 A minimum of seven (7) years for white reflective fleet marking grade material;
- 6.2.2.3.2.3 A minimum of seven (7) years for blue reflective fleet marking grade material;
- 6.2.2.3.2.4 A minimum of five (5) years for yellow-green, fluorescent, reflective material (prismatic);
- 6.2.2.3.3 Bidders must submit the manufacture's guarantees/warranties together with the bid at the closing date and time of the bid. Failure to do so will invalidate the bid.

6.2.2.4 Pricing Structure

- 6.2.2.4.1 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.
- 6.2.2.4.2 Pricing schedule must be completed, printed, signed and submitted with the bid at the closing date and time of the bid. The Pricing Schedule (see Annexure B attached) must be submitted in two forms, as hardcopy which must be included in the bid document and in an excel spreadsheet saved in a USB/memory stick at the closing date and time of bid.
- 6.2.2.4.3 The pricing schedule will be accessible from the e-tender portal and National Treasury website. All prices must be submitted as soft copies (excel spreadsheet using USB and hard copy in the file). All price submitted as soft copy (excel – USB) and hardcopy in file must contain the same information. NO PDF price schedule will be accepted.
- 6.2.2.4.4 In a case where there is a legal dispute, the hardcopy version of the pricing schedule will be the legal document.
- 6.2.2.4.5 Price structures that do not comply with the requirements of the above paragraph may invalidate the bid.
- 6.2.2.4.6 One National price is required per item and prices quoted must be furnished based on the supply and delivery including Value Added Tax.
- 6.2.2.4.7 Bid Price should include labour, parts, printing of catalogues etc. and VAT.
- 6.2.2.4.8 Bidders are required to make an offer for all items, failure to do so will invalidate the bid and will be disqualify.
- 6.2.2.4.9 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. Please refer to the attached full item description specification.
- 6.2.2.4.10 Failure to submit the pricing schedule at the closing date and time of the bid will invalidate the bid.

5.2.2.5 Scope of Services (Specification) Mandatory document



5.2.2.5.1 The bidder must indicate compliance to the compliance specification document **Annexure A**, failure to submit will invalidate the bid.

5.3 PHASE III: Subcontracting as a Condition Of Bid

5.3.1.1 Subcontracting as condition of bid as per Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 9(1)(c) (d) and (e) of Preferential Procurement Regulations, 2017.

5.3.1.2 It is a condition of the bid that the successful bidder must subcontract a minimum of 30% of the value of the contract to an EME or QSE which is at least 51% owned by black people who are youth or an EME or QSE which is at least 51% owned by black people who are women or an EME or QSE which is at least 51% owned by black people with disabilities.

5.3.1.3 Bidders are not allowed to subcontract with their subsidiary companies as this may be interpreted as subcontracting with themselves and/or using their subsidiaries for fronting.

5.3.1.4 Bidder must submit a subcontracting plan with a valid certified copy of a B-BBEE certificate or signed original sworn affidavit of a subcontractor or Originally certified and valid B-BBEE certificate issued by the CIPC.

5.3.1.5 Bidders must submit a signed proof of a three (3) year subcontracting agreement. The subcontracting agreement must indicate the following:

5.3.1.6 National Treasury will make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in clause 5.3.1.1.

5.3.1.7 Bidders are responsible for their subcontractor for all due diligence.

5.3.1.8 Failure to submit all the above mentioned document at the closing date and time of the bid will invalidate the bid.

5.4 PHASE IV: TECHNICAL REQUIREMENTS

5.4.1.1 Authorisation Declaration

5.4.1.2 All bidders must complete the "Authorisation Declaration" (TCBD 1) in full for all relevant goods or services, sign it and submit it together with the bid response at the closing date and time of the bid invitation.

5.4.1.3 Any bidders who is sourcing from a Third Party must complete TCBD 1.1 and TCBD 1.2 in full for all relevant goods and/or services. The letter of undertaking from the Third Party must include but not limited to the following:

- (i) List of item(s) number and item description.
- (ii) Letter must be on the Third Party letter head, dated and originally signed.



- (iii) Have the contact's name, physical and postal address, telephone, and email details and the capacity which a person is signing the letter.
- (iv) All the information on the letter must be in English.

- 5.4.1.4 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 this bid document.
- 5.4.1.5 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 (3rd) party will be binding on the State.
- 5.4.1.6 Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), in accordance with the above provisions may invalidate the bid for such goods or services offered.
- 5.4.1.7 It remains the sole responsibility of the main bidder to ensure that any subcontract/s or third (3rd) party involvement complies with the requirements of this bid as this may invalidate your bid.
- 5.4.1.8 In the event of the bidder not being the actual manufacturer and will be sourcing the products from another company a signed letter from that company/s confirming firm supplier arrangement including lead-times and financial agreement.
- 5.4.1.9 The said company/manufacturer issuing such letter must confirm that it has familiarity itself with item description / bid specification condition. (Annexure A).

5.4.2 Test Reports

- 5.4.2.1 Bidders must ensure that items that require test report are supported by a valid test report. All items offered will be verified against this requirement. Bidders must submit valid test reports from SANS/equivalent accredited institutions for all the items offered that require test report as per paragraph 5.2. Bidders are required to pay attention to specification list **Annexure A** as not all items require test report.
- 5.4.2.2 If bidder will submit an offer for item that requires test and fail to submit the test report for the applicable item will result in the disqualification of the item offered.
- 5.4.2.3 For compliance purpose bidder must submit the test report every six (6) months to confirm that the material complies with the relevant SANS, ECE and SABS or higher specification.

5.4.3 SOUTH AFRICAN NATIONAL STANDARDS

- 5.4.3.1 The material shall comply with the requirements of SANS 1519-1 and SANS 20104 (ECE R104) or equivalent or higher.
- 5.4.3.2 The bidder must obtain the latest test reports from the reflective material manufacturer.



5.4.3.3 Items must comply with standards and/or specification as stated in the bid document of each item. The specification as per the **Annexure A** is a summary description and the attached Specifications are detailed technical specification of all the items.

5.4.3.4 Bidders must enquire at the SANS accredited institutions for the relevant standards. A list of accredited institutions is available on the SANS website <http://www.sans.co.za> or <http://www.sans.co.za/contact.php>.

5.4.4 South African Bureau Of Standards (SABS):

5.4.4.1 SANS, SABS, ISO AND CKS specifications are available from South African Bureau of Standards Office's countrywide. Obtaining of such standards will be the responsibility of and for the account of the prospective bidder. To purchase standards, obtain quotes or enquire about the availability of eStandards, please contact Standards Sales at:

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

5.4.5 Sample Submission For Visual Screening

5.4.5.1 All bidders are required to submit samples for the items offered at the venue, date, and time indicated below. Failure to submit samples will invalidate the items which the samples are not submitted.

5.4.5.2 Samples must be submitted for the purpose of visual screening for the products offered for compliance to specification during the evaluation phase.

5.4.5.3 Bidders must submit the samples for each item offered for visual screening.

5.4.5.4 Samples of all requested material types and colours must be submitted with the bid and clearly marked with the product name as well as the bidder's name should not exceed 1m l size and must be clearly marked permanently.

5.4.5.5 Representative sample should be submitted where different sizes and colour of the same product are called for against different item numbers, only one sample must be submitted but recorded/labelled accordingly to indicate all the item numbers represented.

5.4.5.6 All bidders, including current contractors, are required to submit samples for visual screening.

5.4.5.7 All samples submitted for visual screening must be a true representation of the product which will be supplied. Samples of all items awarded against this bid will be retained for the duration of the contract period

5.4.5.8 Bids not supported by samples will invalidate the bid for the item(s) for which samples are not submitted.



5.4.5.9 ONLY Bidders who will meet the prequalification phase will be required to submit the samples. Samples will ONLY be accepted on the stipulated date and time to be communicated by the office. No late samples will be accepted.

5.4.5.10 SAMPLES must be submitted to:

Venue: National Treasury. 240 Madiba Street, Pretoria

Date: **7 February 2022** (Bidders must schedule for time slot for submission)

Time: **09:00am to 15:00pm**

Contact Person: Transversal.Contracting6@treasury.gov.za

5.4.5.11 Marking of samples to be submitted for Visual Screen Evaluation

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

- i. Samples must be placed in suitable containers and be clearly marked with a **HANG TAG(S)** on the outside with the bid number, item number(s), and the bidder's name. This detail must appear on a label attached to each individual item package. **For ease of handling during evaluation process, laminating stickers or lose papers should not be submitted with the sample as the identity of the sample can be misplaced.**
- ii. All samples, including the labelling requirements, must be a true representation of the product that will be supplied during the contract period.
- iii. Failure to comply with this condition may invalidate the bid against the relevant item.

5.4.5.12 Collection of all samples :

- i. If practical for samples to be collected, bidders will be informed of the date, time, and place where samples may be collected. If samples have not been collected by the bidder after National Treasury have issued a request to bidders to collect the samples, the samples will be disposed of at the discretion of National Treasury.

5.4.6 Prototype Markings

5.4.6.1 All shortlisted bidders are required to mark SAPS vehicles as prototype markings.

5.4.6.1.1 One (1) vehicles of each type (sedan, hatchback and LDV with canopy) is to be marked at the bidder's cost.



- 5.4.6.1.2 The vehicles will be subjected to strict inspections and acceptance by members of the SAPS Bid Evaluation Committee.
- 5.4.6.1.3 The vehicles must be marked at the premises decided upon by the SAPS, on request of the Bid Evaluation Committee.
- 5.4.6.1.4 Shortlisted bidders will be provided with an authorisation letter to obtain material for the purpose of prototype marking.
- 5.4.6.1.5 Non-compliance with the specification will result in disqualification.
- 5.4.6.2 Once a bidder has complied with technical compliance (sample evaluation on item level), it would further be evaluated on PHASE V: Price and B-BBEE

5.5 PHASE V: PRICE AND B-BBEE (80/20 CRITERIA)

5.5.1 Response Field

Bidders are required to submit responsive bids by completing all the prices per line items they are bidding for, mandatory response fields and item questionnaires on the provided pricing schedule for the individual items. In this regard bidders' attention is drawn to the response field and price structure explanations and examples supplied in the document (TCBD 6 -Response Field)

5.5.2 Applicable Taxes

All bid prices must be inclusive of all applicable taxes.

Failure to comply with this condition will invalidate the bid.

5.5.3 Value Added Tax

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

Failure to comply with this condition may invalidate the bid.

5.5.4 Bid Completion

- 5.5.4.1 It is a condition of bid that all items must be completed.

Non-compliance with this condition will invalidate the bid for such service offered.

5.5.5 Preferential Point System

- 5.5.5.1 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 80/20 preference point system in terms of which points are awarded to bidders on the basis of:



- i. The bid price (Maximum of 80 points)
- ii. B-BBEE status level of contributor (maximum 20 points)

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

5.5.5.3 A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

Table 3: Preference Point System

B-BBEE Status Level of Contributor	Number of Points for the 80/20 system
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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



- 5.5.5.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 5.5.5.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by an accredited verification agency or an original sworn affidavit will be considered for preference points.
- 5.5.5.7 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).
- 5.5.5.8 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.
- 5.5.5.9 The points scored will be rounded off to the nearest two (2) decimals.
- 5.5.5.10 In the event that two (2) or more bids have scored equal total points, the award will be to the bidder scoring the highest number of preference points for B-BBEE.
- 5.5.5.11 However, when functionality is part of the evaluation process and two (2) or more bidders have scored equal points including equal preference points for B-BBEE, the awarded will be to the bidder scoring the highest for functionality.
- 5.5.5.12 Should two (2) or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 5.5.5.13 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points in line with Regulation 11 of the Preferential Procurement Regulation (PPR).

5.6 Recommendation and appointment of bidders

- 5.6.1 The Bid Evaluation Committee will recommend a preferred responsive bidder based on phase I, phase II, phase III and Phase IV, the Contract Manager will compile a memo which will be presented to the Bid Adjudication Committee for award and approval.
- 5.6.2 The award of the Contract is subject to meeting all the requirements of the bid.

6 PART 2: ADDITIONAL BID REQUIREMENT

6.3 Introduction

All bidders must comply with the requirements below as well as submit all required documents referred below. Unless the requirements specifically provide for mandatory compliance, the National Treasury reserves the right to disqualify a bid that does not comply with any of the requirements in clause 6.

6.4 Company Profile

The bidder must submit a company profile which includes, but is not limited, to the following: -

- i. Business Structure



- ii. Business Functions
- iii. Details of the bidder's directors/owners (Full name and surname and ID or passport number)

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

7 TERMS AND CONDITIONS

7.3 Third Party Agreements and Subcontractor Agreements

- 7.3.1 No Agreement between the bidder and any third party will be binding to the State.
- 7.3.2 The bidder must declare as required in terms of SBD 6.1 its intention to subcontract and the percentage of subcontracting thereof and must provide full description of subcontractor.
- 7.3.3 User department will not make a payment to or consult with a third party.
- 7.3.4 No third party is entitled to put an account of a user department on hold.

7.4 Supplier Due Diligence

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

7.5 Counter Conditions

- 7.5.1 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.
- 7.5.2 The National Treasury reserves the right to change or supplement any information or to issue any addendum to this bid before the closing date and time. The National Treasury and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 7.5.3 If the National Treasury exercises its right to change or supplement information in terms of the above clause, it may seek amended bid documents from all bidders.

7.6 Fronting

- 7.6.1 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.

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

7.7 Right of Award

The State reserves its following rights;

- 7.7.1 To award the bid in part or in full;
- 7.7.2 Not to make any award in this bid;
- 7.7.3 Award the bid to more than one (1) bidder for the same item;
- 7.7.4 Request further technical information from any bidder after the closing date;
- 7.7.5 Verify information and documentation of the service provider;
- 7.7.6 Not to accept any of the bids submitted;
- 7.7.7 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
- 7.7.8 In the event that an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

7.8 Multiple Award

- 7.8.1 The State reserves the right to issue multiple awards, to ensure availability of service. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.
- 7.8.2 The maximum number of bidders to be awarded will be at the discretion of the Bid Evaluation Committee.
- 7.8.3 The following shall be taken into consideration when contemplating a multiple award:
 - 7.8.3.1 Capacity to meet the expected demand according to the end-user requirements;
 - 7.8.3.2 Mitigation of risk if the item is unavailable.



8 NEGOTIATION

The State reserves the right to negotiate with the preferred bidders prior to award and with the successful bidders(s) post award.

9 SUBMISSION OF BIDS

9.3 Bidders must respond to the bid as follows:

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

9.3.2 Bidders are requested to initial each page of the bid document on the bottom right hand corner; and

9.3.3 Submit any bid queries via email to Transversal.Contracting6@treasury.gov.za

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

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

- i. One (1) original hard copy clearly marked as "original";
- ii. One (1) memory stick or USB with all the documents on the original hard copy and a soft copy of the pricing schedule to the National Treasury (NT)): TIC by the closing date and time of the bid.
- iii. Bidders must ensure that the USB is properly secured

9.6 Non-compliance with 9.1 and 9.3 above may invalidate the bidder's response.

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

9.8 After completing the pricing schedule on excel, the bidder must print, sign and submitted together with the other bid documents which will serve as the card copy of the bid.

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

9.10 In the event that a hard copy of the bid document and the electronic response are not received on or before the closing date and time, the bid will be invalidated.

9.11 The bid will accessible on the below listed links:

<http://www.treasury.gov.za/divisions/ocpo/ostb/CurrentTenders.aspx>

<https://etenders.treasury.gov.za/content/advertised-tenders>

9.12 Late Bids

Bids received after the closing date and time, at the TIC and according to 9 above will NOT be accepted for consideration and where practicable, be returned unopened to the bidder.



10 COMMUNICATION AND CONFIDENTIALITY

- 10.3 The Chief Directorate: Transversal Contracting (TC) within the Office of the Chief Procurement Officer (OCPO) may communicate with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 10.4 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).
- 10.5 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.
- 10.6 All communication between the bidder and the National Treasury Transversal Contracting office must be done in writing.

11 CONTACT DETAILS

11.3 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.

11.4 Bid Enquiries

All enquiries should be in writing to Transversal.Contracting6@treasury.gov.za. The closing date for receipt of all enquiries is **25 January 2022**. All enquiries beyond the closing date will not be considered.

**SECTION B:****CONDITIONS OF CONTRACT****12 CONCLUSION OF MASTER TRANSVERSAL AGREEMENT AND PARTICIPATION AGREEMENT**

- 12.3 The Master Transversal Agreement (MTA) between National Treasury and the preferred bidder(s) collectively referred to as the Parties shall come into effect after the preferred bidder(s) has been issued with an unconditional letter of acceptance to their bid.
- 12.4 It is a requirement that the preferred bidder (s) and the end user State institutions sign a Participation Agreement (PA) within thirty (30) days upon receipt of order.
- 12.5 The preferred bidder (s) shall be appointed in terms of this bid. The Parties must ensure that the terms and conditions of the PA do not contradict the provisions of this bid document. In the event that the terms of the PA contradict the provisions of this bid document to the extent that the duration, pricing as well as the services have changed in terms of this transversal contract, such PA shall be deemed not to be in terms of this RT47-2021 transversal contract. Therefore, any transaction that flows therefrom shall not be considered a transaction in terms of this RT47-2021 transversal contract.
- 12.6 The following will form part of the Contract documents between the Parties in as far as this RT47-2021 is concerned:
- 12.6.1 Bid Documents;
 - 12.6.2 Letter of Appointment;
 - 12.6.3 Award Documents;
 - 12.6.4 Master Transversal Agreement and;
 - 12.6.5 Participation Agreement.
- 12.7 In the event that there is any contradiction between the abovementioned documents, the order of precedence will be as follows; only in as far as it relates to their service delivery:
- 12.7.1 Special Condition of Contract;
 - 12.7.2 Participating Agreement;
 - 12.7.3 Master Transversal Agreement and;
 - 12.7.4 Bid documents.
- 12.8 Regarding all other matters
- 12.8.1 Master Transversal Agreement
 - 12.8.2 Participation Agreement;
 - 12.8.3 Service Level Agreement and;



12.8.4 Bid Documents.

13 PARTICIPATING STATE INSTITUTION

13.3.1 South African Police Service (SAPS)

14 POST AWARD PARTICIPATION

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

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

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

15 CONTRACT PRICE ADJUSTMENT

15.3 Formula

15.3.1 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.

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

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

**Table 4: Contract Price Adjustment Formula**

$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + + Dn \frac{Rnt}{Rno} \right) + VPt$		
Pa	=	The new adjusted price to be calculated
V	=	Fixed portion of the bid price (15% or 0.15)
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85)
D1 – Dn	=	Each factor (or percentage) of the bid price, e.g. material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%)
R1t – Rnt	=	End Index. Index figure obtained from the index at the end of each adjustment period
R1o–Rno	=	Base Index. Index figure at the time of bidding
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment

15.4 Formula component definitions

15.4.1 Adjustable amount

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

15.4.2 Fixed portion

The fixed portion represents those costs which will not change over the adjustment period and DOES NOT represents 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.

15.4.3 Cost components and proportions

The cost components of the contract price usually constitute the cost of materials (raw material or finished item), 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 products can apply for ROE adjustment under cost element D1. If the successful bidder is not a direct importer of raw material/finished product, cost component D1 would not be applicable and only local cost components(D2-Dn) would be applicable.

Table 5: Contract Price Adjustment Cost Components

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

15.4.4 Applicable indices / references

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

Table 6: Applicable Indices

Cost component	Index Publication	Index Reference
D1- Imported Raw Materail/Finished Product Materail	Reserve bank ROE/Manuufacturer/Supplier Invoice(s)	Specifc Supporting Document/Invoices
D2 – Local Raw Material/Finished Product	Manuufacturer/Supplier Invoice(s) OR Specify (STAS SA Index)	Manuufacturer/Supplier Invoice(s) OR Specify (STAS SA Index - Table)
D3 – Labour	STATS SA CPI PO141 Table E OR	All items (CPI Healine) OR



	Labour Agreement	Labour agreement to be provided
D4 – Transport	STATS SA CPI PO141 Table E	Transport – Other Running Costs
D5 – Other	Supporting Documents	Supporting Documents

15.4.5 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 **December 2021**.

15.4.6 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).

15.4.7 Price Adjustment Periods

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

The application must be sent to National Treasury one (1) months before the effective date of the new adjusted price.

Table 7: Contract Price Adjustment Periods

Adjustment	CPA application to reach National Treasury at the following dates	End Index Date	Dates until which adjusted prices will be effective	Dates from which adjusted price will become effective
1 st Adjustment	1 February 2023	Dec 2021	28 February 2023	1 March 2023
2 nd Adjustment	1 February 2024	Dec 2021	28 February 2023	1 March 2024

15.4.8 Rates of Exchange (RoE) – Base and average rates

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



- 15.4.9 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 in below paragraph and the average RoE rate over the period under review indicated in paragraph below.
- 15.4.10 In the event where the RoE adjustment goes hand in hand with a material/product price increase, the material/product price (in foreign currency) will be converted to South African currency using the base rate for the earlier invoice and the average RoE rate for the period under review as indicated in paragraph below for the later invoice.
- 15.4.11 The imported cost component (D1) will be adjusted together with all the other cost components indicated in paragraph above and at the predetermined dates indicated in paragraph above.
- 15.4.12 Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item(s) to South African currency is indicated in the table below.

Table 3: CPA Rate of Exchange

Currency	Rates of exchange (6 months average for the period)
US Dollar	\$14.6947
Pound Sterling	
Euro	

- 15.4.13 Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period **1 June 2021 – 30 November 2021** using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates. Please refer to TCBD 2 (Procedure to download historical exchange rates from the Reserve Bank website for instructions).
- 15.4.14 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 above.
- 15.4.15 General**
- 15.4.15.1 Unless prior approval has been obtained from National Treasury, Transversal Contracting, no adjustment in contract prices will be made.



- 15.4.15.2 Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.
- 15.4.15.3 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.
- 15.4.15.4 In the event where the supplier's CPA application, based on the above formula and parameters, differs from Transversal Contracting verification, Transversal Contracting will consult with the supplier to resolve the differences.
- 15.4.15.5 Bidders are referred to the paragraph regarding counter conditions.
- 15.4.15.6 An electronic price adjustment calculator will be available on request from Transversal Contracting.
- 15.4.15.7 The State reserves the right to negotiate a price adjustment or not to grant any price adjustment.

16 DELIVERY AND SERVICE REQUEST

16.3 Delivery Adherence

- 16.3.1 Delivery of goods must be made in accordance with the instructions appearing on the service request forms issued by the institutions.
- 16.3.2 Marking must commence within 48 hours after placement of service order.
- 16.3.3 Bidder should have capacity to fully mark 10 vehicles per one (1) working day and have sufficient number of skilled staff at each centre to attend to marking and repairs.
- 16.3.4 Bidder must implement a marking programme for all SAPS garages and new vehicle warehouses that complies with the new vehicle specification i.e. working catalogue for easy reference with pricing for partial marking orders. SAPS to be supplied with one hundred and thirty (130) copies of this catalogue.

16.4 Service Request

- 16.4.1 Suppliers should note that each institution is responsible for generating service request as well as the payment(s) thereof.
- 16.4.2 Suppliers should note that the service request will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s).
- 16.4.3 The instructions appearing on the service request form regarding the supply, dispatch, delivery and submission of invoices must be strictly adhered to and under no circumstances should the Supplier deviate from the service request issued by the purchasing institutions.
- 16.4.4 The State is under no obligation to accept any quantity which is in excess of the requested quantity.

16.5 Consignment Stock

- 16.5.1 Bidder must keep a one month stock holding of various kits and materials as required in each fitment centre .



16.5.2 Marking must commence within 48 hours after placement of service order.

17 PAYMENT OF SERVICES PROVIDERS

17.3 Payment to the Service Providers by the user department will take place once an invoice is received from the Service Provider.

18 PATENT RIGHTS

18.3 The SAPS will not be responsible for any violations on patent rights.

18.4 If any aspect of the specification reflects on such a violation, it must be understood that it was done completely unintentionally.

19 COPYRIGHTS

19.3 The SAPS retains all rights to this unique design.

19.4 Only a company with written authority/permission may apply this design to SAPS vehicles for the duration of this contract only.

19.5 With the expiry of contract, the company must within 7 days return the original design to SAPS, with certificate indicating that the design is returned and no copy is made.

19.6 Authorisation and written permission to this effect will be awarded to the successful bidder(s) only.

20 QUALITY ASSURANCE

20.3 The material being applied to the vehicles, the manner which it is applied, and the completion of markings on vehicles by the successful bidder, will be subjected to quality inspections by members of the SAPS.

21 WARRANTY/GUARANTEE

21.3 The durability of the reflective material (fluorescent, retro-reflection, colour and adhesion) must be guaranteed.

21.4 Orange, fluorescent, reflective material (prismatic) must have a warranty of minimum of 5 years

21.5 Orange, fluorescent, reflective material (prismatic) – minimum of 5 years;

21.6 White reflective vehicle fleet marking grade material - minimum of 7 years;

21.7 Blue reflective vehicle fleet marking grade material - minimum of 7 years.

21.8 Yellow-green, fluorescent reflective material (Prismatic, 5 year material).

21.9 The ink must be of high quality and clear coat must have UV protection of at least up to seven (7) years

21.10 The bidder must supply the manufacturer's guarantees/ warranties with the bid. Failure to do so will invalidate the bid.



- 21.11 The technique and quality of the fitment of the reflective material to vehicles of the SAPS fleet must also be guaranteed by the bidder.

22 CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

22.3 Contract Administration

- 22.3.1 The administration and facilitation of the transversal contract is the responsibility of the National Treasury and all correspondence in this regard must be directed to the Transversal Contracting Department via email on Transversal.Contracting6@treasury.gov.za
- 22.3.2 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.

22.4 Contract Performance Management

- 22.4.1 Contract performance management will be the responsibility of end-user State institutions and where Supplier performance disputes cannot be resolved between the Supplier and the relevant purchasing institution, National Treasury: Transversal Contracting must be informed for corrective action.
- 22.4.2 The details of how end-user State institutions should do contract performance management will be provided post award.
- 22.4.3 End-user State institutions are required to report to National Treasury on quarterly orders including values of the orders to ascertain if the transportation of cargo and furniture removal needs are being fulfilled by the transversal contract.

22.5 Post Award Monitoring and Reporting

- 22.5.1 National Treasury will conduct meetings with the end users and Suppliers to discuss transversal contracting issues.
- 22.5.2 Reporting and bidder(s) meetings will be on a quarterly basis and will be scheduled post award.

All successful bidders are required to submit historical value and volume reports via e-mail at the end of each quarterly to: Transversal.Contracting6@treasury.gov.za.

Quarter	Due Date
1 March 2022 – 31 May 2022	10 June 2022
1 June 2022 – 31 August 2022	9 September 2022
1 September 2022 – 30 November 2022	9 December 2022



1 December 2022 –28 February2023	9 March 2023
1 March 2023 –31 May 2023	9 June 2023
1 June 2023 – 31 August 20222	8 September 2023
1 September 2023 – 30 November 2023	8 December 2022
1 December 2023 –28 February2024	8 March 2024
1 March 2024 –31 May 2024	7 June 2024
1 June 2024 – 31 August 2024	9 September 2023
1 September 2024 – 30 November 2024	9 December 2022
1 December 2024 –28 February2025	7 March 2024

23 TERMINATION

- 23.3 The State shall be entitled to terminate this agreement if one or more of the following occur: –
- 23.3.1 the service provider decides to transfer the contract or cede the contract;
 - 23.3.2 the service provider is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this Contract;
 - 23.3.3 the service provider enters into settlement arrangements with their creditors;
 - 23.3.4 the service provider commits an act of insolvency;
 - 23.3.5 in the event that the service provider is a member of an unincorporated joint venture or consortium and the membership of such joint venture or Consortium changes;
 - 23.3.6 the service provider failure to perform its obligation amounts to a fundamental non-performance;
- 23.4 The State reserves its right to terminate the Contract in the event that there is a change in ownership of the service provider that has the effect that over 50% ownership of the service provider belongs to the new owner without prior written approval of the State.
- 23.5 Either Party may terminate this Contract for breach in the event that the other party fails to comply with any of its obligations in terms of this Contract, and having failed to remedy such breach within three (3) months calendar day's written notice to remedy such non-compliance.

THE END