



SPECIAL CONDITIONS OF CONTRACT

RT51-2017

**SUPPLY AND DELIVERY OF LIQUIDED PETROLEUM GASES (LPG)
TO THE STATE FOR THE PERIOD 1 APRIL 2017 TO 31 MARCH 2022**

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

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
OCPO	: Office of the Chief Procurement Officer
QC	: Quality Control
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
LPG	: Liquid Petroleum Gas
PSA	: Pressure Swing Adsorption
SABS	: South African Bureau of Standards



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 (SCC) are supplementary to that of the General Conditions of Contract (GCC). 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	Price and B-BBEE	Recommendation and Appointment
Compliance with mandatory and other bid requirements	Bids evaluated in terms of the 90/10 preference system	Recommendation and award

2.1 PHASE I: MANDATORY REQUIREMENTS:

Bidders' must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements. 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 shall submit a company profile which includes but not limited to the following:

- Business structure and strategies



- Company market
- Company business; products and or services which the company is trading
- What value will the company add to the South African Economy if awarded this contract (e.g. number of jobs to be created, sub-contracting, skill development, SMME supported and etc.)
- Risk management strategy to mitigate against any supply risk that might arise for the duration of the contract.
- **Footprint:** Bidders must submit proof of presence such as a copy of municipal rates and taxes, not older than 3 months, in the province for which a bid is submitted or where the business will be conducted from. The footprint will be considered during the evaluation and award of this bid

2.1.2 **Company financial statements**

The bidder shall submit a copy of the bidder's latest available audited financial statements. or confirmation from the bidder's auditors that the bidder is a going concern, with the bid documents at the closing date and time of the bid.

2.1.3 **Shareholding portfolio**

The bidder shall 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.

2.1.4 **Responsive bids**

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).



2.1.5 Pricing structure and schedule

- 2.1.5.1 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.
- 2.1.5.2 All prices for gas must be quoted per unit of measure for item each item indicated on the pricing schedule provided and be furnished on the basis of “delivered to the purchasing institution” per province
- 2.1.5.3 Bidders are required to quote a once off deposit fee for the LPG on the space provided on the “Pricing Schedule. Rental fee is not applicable on LPG cylinders.
- 2.1.5.4 All the equipment (LPG cylinders, cylinders, bulk vessel must be quoted ready to use.
- 2.1.5.5 Conditional discounts offered will not be taken into consideration during evaluation.
- 2.1.5.6 Prices to be offered y bidders shall not exceed the maximum regulated price

2.1.6 Authorization declaration

- 2.1.6.1 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.
- 2.1.6.2 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.
- 2.1.6.3 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.
- 2.1.6.4 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 for such goods or services offered.



2.1.7 Tax Clearance Compliance

The validity of the Tax Clearance Certificate issued by the South African Revenue Services certifying that the taxes of the bidder are in order, will be verified against the information recorded in the Central Supplier Database (CSD).

2.1.8 Legislative and Regulatory Requirements

2.1.8.1 Gas Act, Act 48 of 2001

Bidders must submit licence certification to confirm compliance with the petroleum Act; 1977 (Act no 120 of 1977) and Gas Act No.48 of at the closing date and time of the bid.

2.1.9 Technical Specification Compliance

2.1.10 Where specific specifications and/ or standards are applicable for each item, the quality of products shall not be less than the requirements of the latest edition of such specifications and/or standards.

2.1.11 The State reserves the right to request a valid compliance certificate form successful bidders during the contract period.

2.2 PHASE II: PREFERENCE POINT SYSTEM

2.2.1 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)

2.2.2 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

- 2.2.3 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

- 2.2.4 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.
- 2.2.5 The points score by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 2.2.6 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.
- 2.2.7 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).



- 2.2.8 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.
- 2.2.9 The points scored will be rounded off to the nearest 2 decimals.
- 2.2.10 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.
- 2.2.11 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.
- 2.2.12 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 2.2.13 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

3 VALUE ADDED TAX

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

4 SUBMISSION OF BIDS

- 4.1 Bidders must bid electronically via the electronic response system to facilitate the speedy evaluation of bid responses. Electronic bids must be submitted on or 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/>
- 4.2 Besides responding electronically through the electronic response system, the bidder must still submit a hard copy of the bid document on or 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 and the electronic response are not received on or before the closing date and time, the bid will be invalidated.



- 4.3 All electronic data submitted must be an exact copy of the hard copy document. Any discrepancies between the electronic data and the hard copy will invalidate the bid for the item in question.
- 4.4 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.
- 4.5 Bidders are required to inform National Treasury of any problems experienced regarding electronic submission prior to closing date and time of bid.
- 4.6 Each bid should be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder (company), the bid number and the closing date and time must be clearly endorsed.
- 4.7 Bidders must initial each page of the bid document on the top right hand corner.

5 SUPPORT ON ELECTRONIC SUBMISSION OF BIDS AND TECHNICAL ASSISTANCE

- 5.1 Training sessions are provided every Monday from 14h00 to 16h00 at National Treasury, 240 Madiba Street, Pretoria.
- 5.2 Bidders must send an e-mail to babara.sanders@treasury.gov.za to book their seats and confirm availability.
- 5.3 The manual with detailed instructions can be downloaded from this link https://eprocurement.csd.gov.za/PROD/ISS_NT/portaldefault.aspx and follow the "How to complete bids" section.
- 5.4 The process to register on the electronic platform is reflected in Electronic Tender Supplier Activation Process (Annexure C).
- 5.5 For further technical assistance the bidders can direct their inquiries to gcommerce@treasury.gov.za



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 Transversal Contracting Office must be done in writing.

11 CONTACT DETAILS

11.1 GENERAL

Chief Directorate: Contract Management, National Treasury, Private Bag x115, Pretoria, 0001

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

11.2 BID ENQUIRIES

Manthepeng Tshinavha / Brenda Mashifane

Tel: (012) 406 9170 / 012 315 5877

E-mail: manthepeng.tshinavha@treasury.gov.za / brenda.mashifane@treasury.gov.za



SECTION B

12 CONTRACT PERIOD

The contract period shall be for a period of 60 months commencing on 01 April 2017 to 31 March 2022.

13 PARTICIPATING GOVERNMENT DEPARTMENTS / INSTITUTIONS

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

National Departments

- National Department of Health: Forensic Chemistry Laboratories
- National Department of Water and Sanitation
- Department of Correctional Service
- Department of Defence
- Department of Agriculture, Forestry and Fisheries
- Department of Agriculture: Limpopo
- Department of Public Works
- South African Police Service
- Department of Roads and Public Works: Northern Cape
- Department of Roads and Transport: Limpopo
- Department of Education: Gauteng
- Department of Transport: Free State
- Department of Agriculture and Rural Development: Free State
- Department of Social Development: Free State

Provincial Departments Health

- Eastern Cape, Free State, Limpopo, Mpumalanga, Northern Cape, North West, KwaZulu Natal, Gauteng, and Western Cape.

13.2 Post award participation

13.2.1 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.

14 AWARD CONDITIONS

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

14.1 MULTIPLE AWARD

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

14.2 ITEMS GROUPED AS A SERIES

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

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

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

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

15 NEGOTIATIONS

The sate reserves the right to negotiate with the shortlisted bidders prior to award and with the successful bidder(s) post award.

16 BID INFORMATION SESSION

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

National Treasury, 240 Madiba Street, Pretoria.

Date: 3 March 2017



Time: 11H00

Venue: Room 0801

- 16.2 Bidders are required to confirm attendance for the briefing session for logistics purposes including parking arrangements at [manthepeng.tshinavha@treasury.gov.za/](mailto:manthepeng.tshinavha@treasury.gov.za)
brenda.mashifane@treasury.gov.za by 24 February 2017
- 16.3 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.



17 CONTRACT PRICE ADJUSTMENTS

17.1 PRICE ADJUSTMENT PERIODS LPG

Prices for LPG will be adjusted according to the Maximum Refinery Gate prices issued by the Department of Energy and will be adjusted on a monthly basis by Transversal Contracting. Unless prior approval has been obtained from Transversal Contracting, no adjustment in contract prices will be made.

17.2 The state reserve the right not to approve any price adjustments applied for by contractors

18 PRE-AWARD PRODUCT COMPLIANCE PROCEDURES

The following pre-award product compliance procedures will apply:

18.1 STANDARDS / SPECIFICATIONS

18.1.1 Items must comply with standards as stated in the specification detail of each item

18.1.2 A certification from a SANAS accredited institution must be submitted to confirm compliance with standard specified at the closing date and time of bid.

18.1.3 SOUTH AFRICAN BUREAU OF STANDARDS:

SANS, SABS, ISO AND CKS specifications are available from South African Bureau of Standards Office's countrywide. Obtaining of such standards/specifications 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:

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



18.1.4 South African National Accreditation System (SANAS):

The contact details of SANAS are as follows:

Postal Address: Private Bag x 23, Sunnyside, Pretoria, 0132

Physical Address: The DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, 0002,

Tel: 012-394 3760, Fax: 012-3940526

A list of institutions is available on the SANAS website <http://www.sanas.co.za/> or <http://www.sanas.co.za/contact.php>.

19 EQUIPMENT INSTALLATION REQUIREMENTS

- 19.1.1 Bidders must familiarize themselves, *inter alia*, with the location, connectivity, insulating pipelines (if applicable), access restrictions or limitations, if any, of all current bulk installations for which they intend to submit bids. The successful bidder will be responsible for all signage and vaporizers at those sites. The end user is responsible for all plinths, fencing, water tap and electrical connections.
- 19.1.2 Bidders must take note that in cases where electricity or any other alternative source of energy is utilised to transfer gas into a bulk tankers equipment, the cost will be for the account of the successful bidder.
- 19.1.3 The maintenance of the equipment for LPG cylinders, other cylinders, bulk vessel will be the sole responsibility of the successful bidder for the duration of the contract.
- 19.1.4 The successful bidder will have to supply; install the equipment for LPG cylinders, cylinders, bulk vessel and make the necessary connection to the oxygen network where applicable.

20 DELIVERY AND QUANTITIES

20.1 DELIVERY BASIS

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



20.2 **QUANTITIES**

- 20.2.1 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

21 ROLES AND RESPONSIBILITIES

21.1 CONTRACT ADMINISTRATION

- 21.1.1 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

- 21.1.2 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.

21.2 SUPPLIER PERFORMANCE MANAGEMENT

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.

21.3 PLACEMENT OF ORDERS AND PAYMENTS

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



22 REFUNDABLE DEPOSIT FOR LPG CYLINDERS

On return of empty LPG cylinders, the contractor must refund the end user department with the once off refundable deposit.

23 HAND OVER PROCESS OF BULK AND CYLINDER SUPPLY

- 23.1 National Treasury will facilitate the hand over process between the outgoing and incoming contractor within 30 days of the commencement date of the contract. The outgoing contractor is required to hand over all records to the successful bidder into a new contract.
- 23.2 In the event that this bid (RT51-2017) is awarded to a bidder that is not the current contractor, all empty cylinders must be returned to the current contractor within 180 days from the effective date of the new contract. The outgoing contractor will be liable for any casualty/cost resulting from being non-corporative during this hand over process.
- 23.3 Where practical, unused gas or any gas that remain in cylinders must be depleted before the empty cylinders are returned to the outgoing contractor within 180 days from the effective date of the new contract.
- 23.4 Cylinders which are not collected within 180 days from commencement of a new contract will be returned at the owners' cost (contractor).

24 BULK SUPPLY AND CYLINDER CONTROL

- 24.1 After the initial allocation of cylinders to a specific user department has been made, gas will be supplied on a "full for empty" basis.
- 24.2 Should any user department require additional cylinders or have cylinder surplus to its requirements, arrangements for allocations or returns should be made with the relevant contractor.



User department must always obtain receipts for cylinders returned (other than the normal “full for empty” exchange).

- 24.3 Physical cylinder counts will be done by the contractor and the user department on all cylinders on hand every month for the duration of contract.
- 24.4 The contractor and the user departments must keep accurate records showing the number of cylinders received, returned and at hand at all times.
- 24.5 User department will be responsible for the safe custody of all cylinders, valve guards and valves under their control.
- 24.6 User department are prohibited from supplying home patients, other institutions, private patients, etc, with any gases from this contract.
- 24.7 Empty cylinders and returns will be collected by the contractor.
- 24.8 Should a change in vessel size become imperative during the contract period, all costs involved with such a change will be for the account of the contractor. It must be noted that in such event the contract period will remain unchanged i.e. no extension of the present contract period will be granted.
- 24.9 Prior approval for the removal of any bulk tanks or PSA equipment from the State's premises must be obtained from National Department of Health.

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.

26 **SKILLS TRANSFER**

- 26.1 It is a condition of bid that the successful bidder must provide ongoing skills transfer on the use of the telemetry system. Skills transfer should be provided at **no additional cost** to the end users. Contractor must provide training to the participating department on safe handling of medical gases to nursing and technical staff.

27 **POST AWARD MONITORING**

- 27.1 All successful bidders are required to submit historical value and volume reports via email on monthly basis to:

National Treasury: Transversal Contracting

manthepeng.tshinavha@treasury.gov.za/ brenda.mashifane@treasury.gov.za

- 27.2 National Treasury will conduct meetings with the end users and contractors to discuss contract



management issues.

- 27.3 The State reserves the right to terminate the contract(s) for not honouring contract obligations including submission of information.

END