SPECIAL CONDITIONS OF CONTRACT

RT21-2013

SUPPLY AND DELIVERY OF RADIOGRAPHIC MATERIAL TO THE STATE FOR THE PERIOD 1 OCTOBER 2013 TO 30 SEPTEMBER 2015

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
PPI	:	Producer Price Index
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

2.1 Preference Point System

2.1.1 In terms of regulation 6 of the Preferential Procurement Regulations 2011 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

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

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

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

2.1.3 A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

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

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

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

2.1.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency will be considered for preference points.

2.1.7 Failure on the part of the bidder to comply with paragraphs 2.1.4 and 2.1.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

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

2.1.9 The points scored will be rounded off to the nearest 2 decimals.

2.1.10 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

2.1.11 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.

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

2.1.13 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 for the item(s) concerned.

4 AUTHORISATION DECLARATION

4.1 Any bidder who is sourcing goods or services from a third party must complete the "Authorisation Declaration" (TCBD 1) in full for all relevant goods or services, sign it and submit it together with the bid documents at the closing date and time of the bid.

4.2 The State reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and should the information be found to be false or incorrect, the State will exercise any of the remedies available to it in the bid documents.

4.3 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the State.

4.4 Failure to submit a duly completed and signed Authorisation Declaration, with the required

annexure(s), in accordance with the above provisions will invalidate the bid for such goods or services offered.

5 TAX CLEARANCE CERTIFICATE

5.1 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.

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

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

6 VALUE ADDED TAX

6.1 All bid prices must be inclusive of 14% Value-Added Tax.

6.2 Failure to comply with this condition may invalidate the bid.

7 SUBMISSION OF BIDS

7.1 Bidders must submit the bid in hard copy format (paper document) to National Treasury: Tender Information Centre before the closing date and time. The hard copy of the bid response will serve as the legal bid document. The bid must be addressed to the National Treasury: Tender Information Centre.

7.2 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.

7.3 Bidders are encouraged to bid electronically via the electronic response system to facilitate the speedy evaluation of bid responses. Electronic bids must also be submitted before the closing date and time. Besides responding electronically through the electronic response system, the bidder is still required to submit a hard copy of the bid document before the closing date and

time. 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.

7.4 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.

8 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.

9 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.

10 FRONTING

10.1 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.

10.2 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.

11 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.

12 COMMUNICATION

12.1 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.

12.2 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.

12.3 All communication between the bidder and the Contract Management Office must be done in writing.

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/Technical Enquiries***

Contract Manager: Johnny Ramoroka; Lungile Mavuso
Contract Management, National Treasury
Tel: (012) 395 – 6524 / (012) 315 5914
Fax: (012) 315 5400

E-mail:johnny.ramoroka@treasury.gov.za; lungile.mavuso@treasury.gov.za

SECTION B

14 CONTRACT PERIOD

The contract period shall be for a period of 24 months commencing on 1 July 2013 to 30 June 2015.

15 PARTICIPATING GOVERNMENT DEPARTMENTS / INSTITUTIONS

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

National Departments

- Department of Defence

Provincial Departments of Health

- Free State
- Limpopo
- Mpumalanga
- North West
- Northern Cape
- Western Cape and
- Gauteng (Will participate from 1 November 2013)
- Eastern Cape
- Kwazulu Natal

15.2 ***Post award participation***

15.2.1 In terms of Treasury Regulation 16A6.6 and Municipal Supply Chain Management Regulation 32, an Accounting Officer/Accounting Authority may, on behalf of the department, constitutional institution, public entity, Municipality or Municipal Entity, request to participate in transversal term contracts contract arranged by means of a competitive bidding process by National Treasury, subject to written approval by the BAC for Transversal Contracts and relevant contractors.

15.2.2 The abovementioned provision for post award participation will only apply during the first three months of the contract period. No application after this period will be considered.

16 AWARD CONDITIONS

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

16.1 Split Award

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

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

16.2 Multiple Award

16.2.1 For multiple award of the same item to various contractors (more than two), the award of items will be done in terms of functionality and compatibility of the offered products. The same brand will not be awarded to more than one bidder for the same line item.

16.3 Items Grouped as a Series

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

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

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

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

16.3.5 Product information documents (e.g. catalogues, operating manuals, instruction leaflets, etc.), in at least the English language, must accompany the bid documents.

16.3.6 It is the responsibility of the bidder to provide the participating departments with adequate information on all products.

17 PRICING STRUCTURE

17.1 Prices quoted must be furnished on the basis of "delivered into store" country-wide.

17.2 Bids must be for the supply ex duty paid stocks held in the Republic of South Africa during the contract period.

17.3 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.

18 CONTRACT PRICE ADJUSTMENTS

18.1 ***Formula***

18.1.1 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.

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

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

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

Pa	=	The new adjusted price to be calculated
V	=	Fixed portion of the bid price (15% or 0.15)
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85). .

D1 – Dn	=	Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%).
R1t – Rnt	=	End Index. Index figure obtained from the index at the end of each adjustment period.
R1o–Rno	=	Base Index. Index figure at the time of bidding.
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment.

18.2 ***Formula component definitions***

18.2.1 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.

18.2.2 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.

18.2.3 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 %**

18.2.4 Applicable indices / references

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

Cost component	**Index Publication**	**Index Reference**
D1 – Imported Raw Material / Finished product (if applicable)	Supplier / Manufacturer invoice(s) and remittance advice.[1]	Documentary evidence to accompany claim.
D2 - Local Raw Material / Finished product (if applicable)	/STATS SA P0142.1 (PPI) Table 10 – Imported commodities	Medical appliances, precision and optical instruments, watches and clocks
D3 - Labour	STATS SA P0141 (CPI) Table E OR Labour agreement[2]	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

[1] *In cases where invoices are supplied as documentary evidence, it is advised that invoices closest to the Base Index date and the End Index date be submitted. It should ideally reflect the adjustment period.*
[2] *In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.*

18.2.5 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 month is April 2013

18.2.6 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).

18.2.7 Price Adjustment Periods

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

Adjustment	**CPA application to reach the office at the following dates**	**End Index Date**	**Dates *from* which adjusted prices will become effective**	**Dates *until* which adjusted prices will be effective**
1st Adjustment	8 November 2013	September 2013	2 December 2013	31 May 2014
2nd Adjustment	9 May 2014	March 2014	1 June 2014	30 November 2014
3rd Adjustment	7 November 2014	September 2014	1 December 2014	31 May 2015
4th Adjustment	9 May 2015	March 2015	1 June 2015	30 September 2015

18.3 ***Rates of Exchange (RoE) – Base and Average rates***

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

18.3.1 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 18.3.4) and the average RoE rate over the period under review indicated in paragraph 18.3.6 below.

18.3.2 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 18.3.4) for the earlier invoice and the average RoE rate for the period under review as indicated in paragraph 18.3.6 below for the later invoice.

18.3.3 The imported cost component (D1) will be adjusted together with all the other cost components indicated in paragraph 18.2.3 and 18.2.4 above and at the predetermined dates

indicated in paragraph 18.2.7 above.

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

Currency	**Rates of exchange** 6 month average for the period 5 October 2012 – 5 April 2013
US Dollar	8.8435
Pound Sterling	13.9391
Euro	11.5701
Yen	0.1017

18.3.5 Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period 5 October 2012 to 5 April 2013 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.

18.3.6 Contract price adjustments due to rate of exchange variations are based on average exchange rates as published by the Reserve Bank for the periods indicated hereunder:

Adjustment	**Average exchange rates for the period:**
1st Adjustment	1 April 2013 to 31 October 2013
2nd Adjustment	1 November 2013 to 30 April 2014
3rd Adjustment	1 May 2014 to 31 October 2014
4th Adjustment	1 November 2014 to 30 April 2015

18.4 ***General***

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

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

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

18.4.4 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.

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

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

19 PRE-AWARD PRODUCT COMPLIANCE PROCEDURES

The following pre-award product compliance procedures will apply:

19.1 Specifications

19.1.1 Items must comply with specifications as stated in the bid document.

19.2 Standards

19.2.1 Items must comply with Standards as stated in the item specification.

19.2.2 South African Bureau of Standards (SABS):

SANS, SABS, ISO AND CKS specifications are available from South African Bureau of Standards Offices countrywide. Obtaining of such 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 e-Standards, 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

Tel: (012) 428 6153, E-mail: corna.schoombee@sabs.co.za

Website: www.sabs.co.za and follow the "Search/Buy Standards" link

19.2.3 *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

19.3 ***Products for testing***

a. Bidders must submit at the closing date and time of bid proof of compliance (test report) to certify that the envelopes comply with CKS225 OF 1970 from a SANAS accredited/recognised institution

b. Test reports must be submitted with the bid at closing time and date of bid proving that the relevant item(s) complies with the specification after inspection and testing of the samples by a SANAS accredited or recognized institution. The Test reports must not be older than twelve (12) months at the closing date of the bid

c. In the event that a test report cannot be obtained from the testing institution prior to the closing date and time of the bid, the bidder must obtain proof (issued by the testing institution) before or on the closing date and time of the bid that the sample (s) had been submitted to the testing institution for testing. Such proof must be submitted with the bid at closing date and time of the bid.

d. In this case of paragraph c above, test reports must be submitted to National Treasury – Contract Management by 05 June 2013 (16H00).

e. Bids not supported by test reports or the relevant proof as per paragraph C at time of evaluation will be disregarded in respect of the item offered.

20 QUALITY

20.1 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.

21 DELIVERY AND QUANTITIES

21.1 ***Delivery Basis***

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

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

21.2 ***Quantities***

No quantities are reflected in the bid as orders will be placed on the basis of "as and when required" and no guarantee is given or implied as to the actual quantity which will be procured during the contract period.

22 PACKING

22.1 ***General***

22.1.1 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.

22.1.2 The packing of the goods to be supplied must be uniform for the duration of the contract period, i.e.:

- The number of units per commercial packing.
- The number of commercial packing per carton.
- The number of cartons per bulk packing.

- The name and quantity of the contents and expiry date if applicable must appear clearly on the packing.
- All containers, packing and cartons must be clearly labelled.
- All products must be packed in acceptable containers, where applicable, specifically developed for the product.

23 LABELS AND PRODUCT INFORMATION

23.1 ***General***

23.1.1 The following information must be clearly and indelibly printed on all inner and outer packaging:

- Name of the product
- A Product code as relevant
- The trade name or trademark of the manufacturer;
- Size of the product
- Quantity of the contents
- Name of manufacturer
- Date of manufacture (where applicable)
- Name and address of importer/distributor
- Expiry date
- Batch/LOT number (where applicable). Products must have the same batch/LOT number on the outer box as on the inner box.

23.2 ***Containers***

23.2.1 The function of a container for medicinal devices is to maintain the quality, safety and stability of its contents. Containers should withstand the mechanical hazards of handling, transport and storage, prevent leakage, and provide an appropriate level of protection from environmental conditions or contact with metal where relevant.

23.2.2 Conditions of the container must be acceptable to the purchaser at the point of delivery. Ideally, the materials of construction should have no chemical or physical effect on the preparation.

24 SHELF LIFE

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

24.2 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.

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

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

SECTION C

25 ROLES AND RESPONSIBILITIES

25.1 ***Contract Administration***

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

The Chief Directorate: Contract Management, National Treasury, Private Bag X115, Pretoria, 0001

25.1.2 Contractors must advise the Chief Directorate: Contract Management, 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.

25.2 ***Supplier Performance Management***

25.2.1 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.

25.3 ***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.

26 ORDERS AND DELIVERY

26.1 ***Orders***

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

26.1.2 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).

26.1.3 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.

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

26.2 ***Delivery Adherence***

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

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

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

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

27 PRODUCT ADHERANCE / BRAND CHANGE

27.1 In the event where a bidder offers a specific brand against an item and the item is subsequently awarded to the bidder, it is required of the successful bidder to continue to supply the brand awarded throughout the contract period.

27.2 In the event that the brand is discontinued, National Treasury, Contract Management must be notified of such an occurrence.

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

28 QUALITY ADHERANCE

28.1 Bidder's attention is drawn to paragraph 8 of the General Conditions of Contract regarding inspection, tests and analysis.

28.2 If the delivered supplies are not in accordance with the contract requirements, the cost of inspections, tests and analysis done by an independent testing facility shall be defrayed by the contractor.

29 POST AWARD REPORTING

29.1 ***Historical Data***

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

29.1.1 Contract Management, National Treasury:

Lungile.mavuso@treasury.gov.za

Johnny.ramoroka@treasury.gov.za

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

Period	Dates at which reports must be submitted
1	1 April 2014
2	1 October 2014
3	1 April 2015
4	1 October 2015

END