



SPECIAL CONDITIONS OF CONTRACT

BID NUMBER RT 70-2021

**SUPPLY AND DELIVERY OF PETROL, AUTOMOTIVE DIESEL FUEL, ILLUMINATING PARAFIN, MARINE
GAS OIL, HEAVY FURNANCE OIL, POLAR DIESEL AND AVIATION FUEL TO THE STATE**

FOR THE PERIOD

1 APRIL 2021 TO 31 MARCH 2026

CLOSING DATE AND TIME OF BID: 16 NOVEMBER 2020 @ 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
CEF	Central Energy Fund
CIPC	Companies and Intellectual Property Commission
CPA	Contract Price Adjustment
CPI	Consumer Price Index
CSD	Central Supplier Database
DOE	The Department of Energy
EME	Exempted Micro Enterprise
NERSA	National Energy Regulator of South Africa
NT	National Treasury
OCPO	Office of the Chief Procurement Office
PPR 2017	Preferential Procurement Regulation 2017
QSE	Qualifying Small Enterprise
RoE	Rate of Exchange
RSA	Republic of South Africa
SLA	Service Level Agreement
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SAPIA	South African Petroleum Industry Association
SSA	State Security Agency
SCC	Special Conditions of Contract
SCM	Supply Chain Management
SBD	Standard Bidding Document
TCBD	Transversal Contract Bidding Documents
TC	Transversal Contracts
TIC	Tender Information Centre
VAT	Value Added Tax

LIST OF ANNEXURES



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**Table 1: Returnable Bid Document Checklist**

#	Document Name	Mandatory	Included in the published bid document?	To be returned by bidder?
1	Standard Bidding Document (SBD) 1: Invitation to Bid	Yes	Yes	Yes
2	SBD 4 Declaration of Interest	Yes	Yes	Yes
3	SBD 8 Declaration of Bidder's Past SCM Practises	Yes	Yes	Yes
4	SBD 9 Certificate of Independent Bid Determination	Yes	Yes	Yes
5	TCBD 1 Authorisation Declaration	Yes	Yes	Yes
6	TCBD 1.1 (List of goods or services offered)	No	Yes	Yes
7	TCBD 1.2 Authorisation Letter	No	Yes	Yes
8	CSD full report and not summarized	Yes	No	Yes
9	Original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit	Yes	NO	Yes
10	SBD 6.1 Preference Points Claim Form	Yes	Yes	Yes
11	Price Schedule	Yes	Yes	Yes
12	Wholesale License	Yes	No	Yes
13	Read me – CSD Fact sheet and leaflet (To be read for information purposes only)	No	Yes	No



Name of the document that must be submitted (Compliance)	Non-submission will result in disqualification?
SBD 1- Invitation to Bid	YES – Please complete and sign the supplied form.
Central Supplier Database registration	YES – Please submit CSD registration number or CSD report to prove registration.
SBD 4- Declaration of Interest	YES – Please complete and sign the supplied form.
SBD 6.1- Preference Point Claim Form	YES – Generally non-submission will lead to a zero score for B-BBEE, however, due to pre-qualification criteria it is a requirement that this document is provided to prove the B-BBEE status level contributor.
SBD 8- Declaration of Bidder's Past Supply Management Practices	YES – Please complete and sign the supplied form.
SBD 9- Certificate of Independent Bid Determination	YES – Please complete and sign the supplied form.
TCBD 1 – Authorisation Declaration	YES – Bidders sourcing products from a third party must complete the authorisation declaration form indicating that they source goods from a third party.
TCBD 1.1 – List of goods offered	YES - Bidders must indicate the list of goods offered as per attached form.
TCBD 1.2- Authorisation Letter	YES – If the bidder is sourcing products from a third party, the letter of supply arrangement detailing the list of items must be submitted.
Wholesale License	YES - Bidders must furnish us with the wholesale license to conduct business in the petroleum market.
Price Schedule:	YES – Please complete the price schedule electronically and submit a signed hard copy with the bid at the closing date and time.
B-BBEE Certificate	YES – Please submit original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit.

ALL THE PROSPECTIVE BIDDERS ARE REQUIRED TO RETURN THESE DOCUMENTS AS PER ABOVE SEQUENCE



1. INTRODUCTION

This bid is for the supply and delivery of petrol, automotive diesel fuel, illuminating paraffin, marine gas oil, heavy furnace oil, polar diesel and aviation fuel to the state for the period 01 April 2021 to 31 March 2026.

This bid document is divided as follows:

- 1.1 Section A : Conditions of bid
 - 1.1.1 Part 1 : Evaluation criteria consisting of 3 phases
 - 1.1.2 Part 2 : Additional 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 bid is subject to all applicable industry legislation and the stated below.
 - 2.2.1 The Petroleum Products Amended Act No 2 of 2005
 - 2.2.2 The National Road Traffic Act No 93 of 1996

3. BID INFORMATION SESSION

- 3.1 There will be no briefing session due to observation of the proper protocols of covid-19 related matters.
- 3.2 Bidders are encouraged to send the question to National Treasury (NT) by e-mail to Ngwato.nkuna@treasury.gov.za or transversalcontracting5@treasury.gov.za. The closing date for receipt of all enquiries is **03 November 2020**. All enquiries beyond this closing date will not be considered.

4. SPECIFICATIONS AND SCOPE OF WORK

- 4.1 A bid will be considered responsive if it addresses the scope of work summarised below. A bid that does



not address the scope of work will be disqualified and considered non-responsive.

Table 2:

Item Description	Item Grade
Petrol	93, 95 and 97 Leaded & Unleaded
Diesel	50 and 500 ppm
Illuminating Paraffin	-----
Marine Gas Oil	-----
Polar Diesel	-----
Aviation Fuel	-----



SECTION A

CONDITIONS OF BID

5. PART 1: EVALUATION CRITERIA

The bid shall be evaluated in three (3) phases as per the table below:

Table 3: Evaluation criteria

Phase I	Phase II	Phase III
Pre -Qualifying Criteria	Compliance with mandatory and other standard bidding documents	Price and B-BBEE
Regulation 4(1) (a)	Compliance with mandatory and other bid requirements	Bids evaluated in terms of the 90/10 preference system

5.1 Phase I Pre- Qualifying Criteria for Preferential Procurement

5.1.1 It is a condition of this bid that only one or more of the following bidders may respond to this bid:

- a) A bidder having a B-BBEE status level contributor 1 to 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 sworn affidavit at the closing date and time of the bid in order to prove compliance.

5.1.2 Bidders are required to submit proof of B-BBEE status level of contributor. Proof includes original and valid B-BBEE status level verification certificates or certified copies thereof or a sworn affidavit signed by the EME representative and attested by Commissioner of oaths.

5.1.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate.

5.1.4 Public entities and tertiary institutions must also submit their B-BBEE certificate

5.1.5 Bidders are required to submit proof of B-BBEE status level of contributor. Proof includes original and valid B-BBEE status level verification certificates or certified copies thereof or a sworn affidavit signed by the EME representative and attested by Commissioner of oaths.

5.2 Phase II: Mandatory and Other Standard Bidding Documents Requirements



5.2.1 Authorisation Declaration

- 5.2.1.1 Any bidder who is sourcing goods or services from a third (3rd) 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 response at the closing date and time of the bid invitation.
- 5.2.1.2 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 this bid document.
- 5.2.1.3 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 (3rd) party will be binding on the State.
- 5.2.1.4 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.

5.3 Phase III: Price and B-BBEE (90/10 Criteria)

5.3.1 Tax Compliance Requirements

- 5.3.1.2 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.
- 5.3.1.3 The Tax Compliance status requirements are also applicable to potential foreign bidders / individuals who wish to submit bids.
- 5.3.1.4 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.
- 5.3.1.5 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.
- 5.3.1.6 Where Consortia / Joint Ventures / Sub-Contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD or through SARS.



5.3.2 Response Field

5.3.2.2 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-Response Field)

5.3.3 Applicable Taxes

All bid prices must be inclusive of all applicable taxes.

Failure to comply with this condition will invalidate the bid.

5.3.4 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.

5.3.5 Preferential Point System

5.3.6 In terms of regulation 7 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10 preference point system in terms of which points are awarded to bidders on the basis of:

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

5.3.6.2 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

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

5.3.6.3 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:

5.3.6.4 Table 2: Preference Point System



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

- 5.3.6.5 Bidders are required to complete the preference claim form SBD 6.1, and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point.
- 5.3.6.6 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 5.3.6.7 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by an accredited verification agency or a sworn affidavit will be considered for preference points.
- 5.3.6.8 Failure on the part of the bidder to comply with the above paragraphs will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 5.3.6.9 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.
- 5.3.6.10 The points scored will be rounded off to the nearest two (2) decimals.
- 5.3.6.11 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.



5.3.6.12 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 highest for functionality.

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

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

5.4 Pricing Structure

5.4.1 Prices submitted for this bid must be filled in on the field provided on the pricing schedules supplied with the bid as follows.

5.4.2 The pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof. The prices quoted must be inclusive of all applicable taxes. The bid price offered for service is deemed to be as advertised in the item specification.

5.4.3 Bidders must price the inclusive prices as prescribed in the price schedule

5.4.4 Bidders must complete the excel version of the price schedule and submit it as soft copy in a CD, memory stick or similar device. Over and above the submission of the price schedule in excel format, bidders must print and submit a hardcopy of the pricing schedule with the bid.

5.4.5 The excel version of the price schedule must be the same as the submitted hard copy file.

5.4.6 Price structures that do not comply with the requirements as prescribed in the price schedule may invalidate the bid for the items involved and/or the entire bid depending on the level of noncompliance to pricing structure.

5.4 Minimum Order Quantities

5.4.1 Bidders must price for the minimum order quantities they will supply as per volumes indicated on the below table of specification in par. 5.4.2



5.4.2 Price structures that do not comply with the requirements of the below table may invalidate the bid.

Item Description	Minimum Order Quantities
Petrol	1 000 to 6 000 Litres 6 000 to 15 000 Litres 15 000 Litres and Above
Automotive Diesel Fuel	1 000 to 6 000 Litres 6 000 to 15 000 Litres 15 000 Litres and Above
Illuminating Parafin	-----
Marine Gas Oil	-----
Heavy Furnance Oil	-----
Polar Diesel	10x 20 Litres Drum
Aviation Turbine Fuel	10 000 Litres for Bulk

5.5 Recommendation and appointment of a panel of bidders

5.5.1 The Bid Evaluation Committee will recommend a preferred responsive bidder based on phase I, phase II, and phase III, the Contract Manager will compile a memo which will be presented to the Bid Adjudication Committee for award and approval.

5.5.2 The award of the Contract is subject to meeting all the requirements of the bid.

5.6 Communication and confidentiality

5.6.1 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.

5.6.2 if a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this 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, or inconsistency in order to afford the NT an opportunity to consider what corrective action is necessary (if any).

5.6.3 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.

5.6.4 All communication between the bidder and National Treasury Transversal Contracting office must be done in writing.



5.7 Spot Date

5.7.1 Please note that the spot date for pricing is Friday, 16 October 2020.



6 PART 2: ADDITIONAL BID REQUIREMENT

6.2 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.

7 TERMS AND CONDITIONS

7.2 Third Party Agreements and Subcontractor Agreements

7.2.1 No Agreement between the bidder and any third party will be binding to the State.

7.2.2 The bidder must declare as required in terms of SBD 6.1 its intention to subcontract voluntarily and the percentage of subcontracting thereof and must provide full description of subcontractor.

8 Supplier Due Diligence

8.2 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 if misrepresentation is discovered, thereof it may disqualify the bid in whole or parts thereof.

9 Counter Conditions

9.2 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

10.2 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.

10.3 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.

11 Right of Award

11.1 The State reserves its following rights;

11.2.1 To award the bid in part or in full;

11.2.2 Not to make any award in this bid;

11.2.3 Award the bid to more than one (1) bidder for the same item;

11.2.4 Request further technical information from any bidder after the closing date;

11.2.5 Verify information and documentation of the service provider;

11.2.6 Not to accept any of the bids submitted;

11.2.7 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

11.2.8 In the event that an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

12 NEGOTIATION

12.1 The State reserves the right to negotiate with the preferred bidders in line with legislative requirements

13 SUBMISSION OF BIDS

13.2 Bidders must respond to the bid as follows:



- 13.2.1** Submit hard copies at the **National Treasury, 240 Madiba Street, Tender Information Centre (TIC), Deposit the bid in the tender box.**
- 13.2.2** Bidders are requested to initial each page of the bid document on the bottom right hand corner; and
- 13.2.3** Submit any bid queries via email to Ngwato.nkuna@treasury.gov.za or transversal.contracting5@treasury.gov.za
- 13.3** The hard copy of the bid response will serve as the legal bid document.
- 13.4** 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 in excel format 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.
- 13.5** Non-compliance with 10.1 and 10.3 above may invalidate the bidder’s response.
- 13.6** All electronic data submitted must be an exact copy of the hard copy documents. Any discrepancies between the electronic bid copy and the hard copy, the hard copy will take precedence.
- 13.7** After completing the pricing schedule electronically, the electronic version of the pricing schedule must be printed, signed and submitted together with the other bid documents which will serve as the card copy of the bid.
- 13.8** 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.
- 13.9** 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.
- 13.10** The bid will accessible on the below listed links:
<https://etenders.treasury.gov.za/content/advertised-tenders>
<http://www.treasury.gov.za/divisions/ocpo/ostb/CurrentTenders.aspx>

**13.11 Late Bids**

Bids received after the closing date and time, at the TIC and according to 10 above will NOT be accepted for consideration and where practicable, be returned unopened to the bidder.

14 COMMUNICATION AND CONFIDENTIALITY

14.2 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.

14.3 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).

14.4 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.

14.5 All communication between the bidder and the National Treasury Transversal Contracting office must be done in writing.

15 CONTACT DETAILS**15.2 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.

15.3 Bid Enquiries

All enquiries should be in writing to Ngwato.nkuna@treasury.gov.za or transversalcontracting5@treasury.gov.za. The closing date for receipt of all enquiries is **03 November 2020**. All enquiries beyond the closing date will not be considered.

**SECTION B:****CONDITIONS OF CONTRACT****16 CONCLUSION OF CONTRACT AND SLA**

- 16.2 The Contract between National Treasury and the preferred bidder/s (Service Provider) collectively referred to as the Parties shall come into effect after the service provider has been issued with an unconditional letter of acceptance to their bid.
- 16.3 Where necessary, contractors and the end user State institutions may sign a Service Level Agreement (SLA).
- 16.4 The Contractor shall be appointed in terms of this bid. The Parties must ensure that the terms and conditions of the SLA do not contradict the provisions of this bid document. In the event that the terms of the SLA 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 SLA shall be deemed not to be in terms of this RT70-2021 transversal contract. Therefore, any transaction that flows therefrom shall not be considered a transaction in terms of this RT70-2021 transversal contract.
- 16.5 The following will form part of the Contract documents between the Parties in as far this RT70-2021 is concerned:
- i. Bid Documents;
 - ii. Letter of Appointment;
 - iii. Award Documents;

17 PARTICIPATING STATE INSTITUTIONS/DEPARTMENTS

- i. Department of Agriculture, Land Reform and Rural Development
- ii. Department of Transport and Public Works: Western Cape
- iii. Department of Health: Eastern Cape
- iv. Kwazulu Natal Department of Transport
- v. Department of Correctional Services
- vi. State Security Agency
- vii. Department of Agriculture & Environmental Affairs
- viii. South African National Biodiversity Institute



18 POST AWARD PARTICIPATION

- 18.2 In terms of Treasury Regulation 16A6.5 the 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.
- 18.3 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 NT, subject to an electronic (e.g. e-mail, NOT written approval/consent) acceptance by the Contract Manager or a delegate from TC.
- 18.4 Bidder(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.

19 CONTRACT PRICE ADJUSTMENT

19.2.1 General

- 19.2.1.2 Contract Price Adjustments will be processed in accordance with the monthly published media statement fuel prices as announced by the Department of Energy. Unless prior approval has been obtained from National Treasury, Transversal Contracting, no adjustment in contract prices will be made.
- 19.2.1.3 The State reserves the right to negotiate a price adjustment or not to grant any price adjustment.

20 DELIVERY, QUANTITIES AND ORDERS

20.2 Delivery Basis

- 20.2.1 Bidders must adhere to firm lead times for delivery as quoted for the duration of the contract period.
- 20.2.2 Transit and storage conditions applicable to relevant product must be adhered to.
- 20.2.3 Firm lead times for delivery must be quoted for the duration of the transversal contract period.

20.3 Quantities

- 20.3.1 No quantities are reflected in this bid as orders will be placed on the basis of an 'as and when required'



and no guarantee is given or implied as to the actual quantity/quantities which will be procured during the transversal contract period.

- 20.3.2 Orders will be placed by participating State institutions and they will also be responsible for the payment to bidders for the equipment delivered and/or services rendered.

20.4 Orders

- 20.4.1 Suppliers should note that each individual purchasing institution is responsible for generating the order(s) as well as the payment(s) thereof.
- 20.4.2 Suppliers 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).
- 20.4.3 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the Supplier deviate from the orders issued by the purchasing institutions.
- 20.4.4 The State is under no obligation to accept any quantity which is in excess of the ordered quantity.

21 SECURITY AND CONFIDENTIALITY INFORMATION

- 21.2 All successful contractors may be subject to a State Security Agency (SSA) clearance process which will be facilitated by National Treasury.
- 21.3 The State may enforce section 23 (termination for default) of General Condition of Contract in a case where the contractor's clearance has a negative outcome.
- 21.4 The Supplier will regard all information which he/she obtains or is entrusted with concerning the participating department or its members whilst executing the contract, as confidential, secret or top secret.

22 CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

22.2 Contract Administration

- 22.2.1 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.contracting5@treasury.gov.za

- 22.2.2 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.

23 Supplier Performance Management

- 23.2 Supplier performance management will be the responsibility of the end-user and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, National Treasury: Transversal Contracting must be for corrective actions. Supplier performance rating form will be instituted and every contractor must complete it to ensure good performance.
- 23.3 End-user State institutions are required to report to National Treasury on where contractor's performance is not satisfactory.

24 Post Award Monitoring and Reporting

- 24.2 National Treasury will conduct meetings with the end users and suppliers to discuss transversal contract issues related to RT70-2021
- 24.3 Reporting and bidder(s) meetings will be on a quarterly basis and will be scheduled post award.
- 24.4 Historical data**

All successful bidders are required to submit historical value and volume reports via e-mail on a six months basis to: transversal.contracting5@treasury.gov.za or Ngwato.nkuna@treasury.gov.za

25 TERMINATION

- 25.2 The State shall be entitled to terminate this agreement if one or more of the following occur: –
- 25.2.1 the service provider decides to transfer the contract or cede the contract;
- 25.2.2 the service provider does not honour contractual obligations including submission of information;
- 25.2.3 the service provider is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this Contract;
- 25.2.4 the service provider enters into settlement arrangements with their creditors;



- 25.2.5 the service provider commits an act of insolvency;
- 25.2.6 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.
- 25.3 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.
- 25.4 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 have failed to remedy such breach within 14 (fourteen) calendar day's written notice to remedy such non-compliance.