



**SPECIAL CONDITIONS OF CONTRACT**

**RT 8-2017**

**TRANSPORTATION OF CARGO AND FURNITURE RELOCATION  
SERVICES FOR THE STATE FOR THE PERIOD**

**1 April 2017 to 31 March 2020**

**CLOSING DATE AND TIME OF BID:  
3 OCTOBER 2016 at 11h00**

**BID VALIDITY PERIOD: 120 DAYS**

**NATIONAL TREASURY  
TRANSVERSAL CONTRACTING**



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## **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 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:

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

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



- 2.1.12 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 any 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 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 invalidate 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**

Bidders must bid electronically via the electronic response system indicated below.

- 7.1 Electronic bids must be submitted on or before the closing date and time of bid on National Treasury's Transversal contracting supplier portal accessed on the following link:  
<https://eprocurement.csd.gov.za/>
- 7.2 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 to National Treasury: Tender Information Centre. 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.
- 7.3 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.
- 7.5 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.
- 7.6 Bidders are required to inform National Treasury of any problems experienced regarding electronic submission prior to closing date and time of bid.
- 7.7 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.
- 7.8 Bidders must initial each page of the bid document on the top right hand corner.



## **8. SUPPORT ON ELECTRONIC SUBMISSION OF BIDS AND TECHNICAL ASSISTANCE**

- 8.1 Training sessions are provided every Monday from 14h00 to 16h00 at National Treasury, 240 Madiba Street, Pretoria.
- 8.2 Bidders must send an e-mail to [babara.sanders@treasury.gov.za](mailto:babara.sanders@treasury.gov.za) to book their seats and confirm availability.
- 8.3 A manual with detailed instructions to complete a bid can be downloaded from the link: [https://eprocurement.csd.gov.za/PROD/ISS\\_NT/portaldefault.aspx](https://eprocurement.csd.gov.za/PROD/ISS_NT/portaldefault.aspx) and you must go to follow the "How to complete bids" section.
- 8.4 The process to register on the electronic platform is reflected in Electronic Tender Supplier Activation Process.
- 8.5 For further technical assistance the bidders can direct their inquiries to [gcommerce@treasury.gov.za](mailto:gcommerce@treasury.gov.za).

## **9. 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.

## **10. 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.

## **11. FRONTING**

- 11.1 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.
- 11.2 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.

## **12. 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.

## **13. COMMUNICATION**

13.1 Transversal Contracting 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.

13.2 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.

13.3 All communication between the bidder and the Transversal Contracting Office must be done in writing.

## **14. NON- COMMITMENT**

14.1 The right is reserved not to accept any of the bids.

14.2 The right is also reserved to withdraw or amend any of the bid conditions by notice in writing to all bidders

## **15. CONTACT DETAILS**

### **15.1 General**

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





**15.2 Bid Enquiries**

Contract Sindiswa Tapi and Brenda Mashifane

Transversal Contracting, National Treasury

Tel: (012) 406 – 9169 and (012) 315 – 5364

Fax: (012) 315 – 5400

E-mail: [sindiswa.tapi@treasury.gov.za](mailto:sindiswa.tapi@treasury.gov.za) and [brenda.mashifane@treasury.gov.za](mailto:brenda.mashifane@treasury.gov.za)



## **SECTION B**

### **16. CONTRACT PERIOD**

The contract period shall be for a period of 36 months commencing on 1 April 2017 to 31 January 2020.

### **17. PARTICIPATING GOVERNMENT DEPARTMENTS / INSTITUTIONS**

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

#### **National Departments**

Department / Public Entity

- Independent Police Investigate Directory
- Department of Water and Sanitation
- Department of Mineral Resources
- Department of Science and Technology
- Department of Environmental Affairs
- Statistics South Africa
- Department of Planning Monitoring and Evaluation
- South African Police Services
- The Presidency
- Department of Traditional Affairs
- Department of Justice Constitutional Development
- Department of Correctional Services
- Department of Arts and Culture
- Department of Home Affairs
- Department of Public Works
- Department of Labour: Supported Employment Enterprise
- Department of Defence
- Department of Energy
- Department of Trade and Industry
- Department of Higher Education and Training
- Department of Public Enterprises
- Department of Basic Education
- Department of Agriculture, Rural Development, Land and Environmental Affairs
- Department of Labour – Compensation Fund



- Department of Telecommunications and Postal Services
- Department of Sport and Recreation South Africa

#### **Provincial Departments**

- Eastern Cape Department of Human Settlement
- Gauteng Department of Education
- Gauteng Department of Roads and Transport
- KwaZulu Natal Department of Health
- KwaZulu Natal Gaming and Betting Board
- Limpopo Department of Health
- Limpopo Department of Economic Development, Environment and Tourism
- Mpumalanga Department of Health
- Mpumalanga Public Works Roads and Transport
- Mpumalanga Department of Education
- Free State Department of Health

#### **Other Government Institutions**

- Agreement South Africa
- Dube TradePort Corporation
- Fasset
- Tshwane Economic Development Agency
- Small Enterprise Development Agency
- National Prosecuting Authority
- Sentech
- Small Enterprise Finance Agency
- Interfront
- ICASA
- Government Pensions Administration Agency (GPAA)
- Government Communication and Information System
- Universal Service and Access Agency of South Africa (USAASA)
- Independent Communication Authority of South Africa (ICASA)
- Public Protector South Africa
- Office of the Public Service Commission Republic of South Africa
- South African National Biodiversity Institute



- National Research Foundation
- Civilian Secretariat for Police Service
- South African Revenue Services
- South African Health Products Regulatory Authority
- Centre for Public Service Innovation
- Road Accident Fund (RAF)
- Financial and Fiscal Commission
- Construction Industry Development Board (CIDB)

## 17.2 Post award participation

- 17.2.1 In terms of Treasury Regulation 16.A6.6 stipulates that an accounting officer or authority may on behalf of the department, constitutional institution or public entity, participate in any contract arranged by means of a competitive bidding process by any other organ of state, subject to written approval of such organ of state and the relevant contractor.

## 18. AWARD CONDITIONS

- 18.1 The State reserves the right to award contract to more than one contractor for the same item.

### 18.2 Multiple Award

- 18.2.1 Where necessary, for multiple award of the same item to various service providers (more than two, but not exceeding six offers), will be awarded (**Household Furniture**).

## 19. PRICING STRUCTURE

- 19.1 Prices submitted for this bid must be filled in on the field provided on the pricing schedules supplied with the bid as follows:
- Freight and cargo must be priced at Rand per ton per km from point A (Origin) to Point B (Destination)
  - Furniture removals should be priced at Rand per cubic foot per km from point A (Origin) to Point B (Destination)
- 19.2 The contractor will be liable for possible “empty running” in getting from its premises to the pick-up point and returning from the delivery point.



19.3 A percentage premium for insurance up to a maximum of 3% of the consignment value of the goods to be transported must be indicated in the space provided for in the pricing schedule. This applies to both freight /cargo and furniture removal.

19.4 Price structures that do not comply with the requirement of paragraph 19.1 above may invalidate the bid.

## 20. NEGOTIATIONS

20.1 The State reserves the right to negotiate with the bidder prior to award or the contractor after the award.

## 21. CONTRACT PRICE ADJUSTMENTS

### 21.1 Formula

21.1.1 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.

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

21.1.3 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.

## 21.2 Formula component definitions

### 21.2.1 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.

### 21.2.2 Fixed portion

The fixed portion represents those costs which will not change over the adjustment period and DOES NOT represents the profit margin. In this bid the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract period.

### 21.2.3 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 –Transport	
D2 – Labour	



D3 – Packaging	
D4 – Insurance	
D5 – Other	
<b>TOTAL (Cost components must add up to 100%)</b>	<b>100</b>

#### 21.2.4 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 – Transport	STATS SA CPI PO141 Table E	Transport
D2 – Labour	STATS SA P0141 (CPI) TABLE E OR Labour agreement <sup>1</sup>	All Items OR Labour agreement to be provided
D3 – Packaging	STATS SA P0142.1 (PPI) TABLE 8	Rubber and Plastic Products
D4 – Insurance	STATS SA CPI PO141 Table E	Miscellaneous Goods and Services - Insurance
D5 – Other	Specify	Documentary evidence to accompany claim

#### 21.2.5 Base Index Date

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

#### 21.2.6 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).

#### 21.2.7 Price Adjustment Periods

Adjustment to contract prices will be effected on yearly basis and will 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
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<sup>1</sup> In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.



1 <sup>st</sup> Adjustment	6 March 2017	January 2017	1 April 2017	31 March 2018
2 <sup>nd</sup> Adjustment	4 September 2018	January 2018	1 April 2018	31 March 2019
3 <sup>rd</sup> Adjustment	4 March 2019	January 2019	1 April 2019	31 January 2020

### **21.3 General**

- 21.3.1 Unless prior approval has been obtained from Transversal Contracting, no adjustment in contract prices will be made.
- 21.3.2 Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.
- 21.3.3 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.
- 21.3.4 In the event where the supplier's CPA application, based on the above formula and parameters, differs from Transversal Contracting's verification, Transversal Contracting will consult with the supplier to resolve the differences.
- 21.3.5 Bidders are referred to paragraph 10 of the Special Conditions regarding Counter Conditions.
- 21.3.6 An electronic price adjustment calculator will be available on request from Transversal Contracting.
- 21.3.7 The State reserves the right to grant or not to grant price adjustments.

## **22. LEGISLATIVE AND REGULATORY REQUIREMENTS**

- 22.1 The Road Traffic Act, 1996 (Act No. 93 of 1996), and the Road Traffic Regulations made in terms of this Act determine the maximum mass limits of vehicles used on public roads. The Act also determines the powers of traffic officers regarding the enforcement of the mass limits.
- 22.2 Secondly the law states the duties of the operator of a vehicle. These duties include proper control over the driver of such motor vehicle to ensure the compliance by such driver with all the provisions of the act, which includes the loading of vehicles (Sect 49(c) (ii) and Sect 49(g)).
- 22.3 Proof of registration with the National Bargaining Council for the Road Freight and Logistics Industry (NBCRFLI) as a company are to be supplied by the bidder.
- 22.4 Transport Operator Membership with the Road Freight Association (RFA) are to be supplied by the bidder.





22.5 The bidder shall submit together with his bid at the closing date and time of the bid proof of registration as an operator of all applicable motor vehicles to be used in the execution of the contract resulting from this bid.

22.6 Failure to comply with any of the above paragraphs may invalidate the bidder.

## **23. DELIVERY AND QUANTITIES**

### **23.1 Delivery Basis**

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

23.2 For the transportation of dangerous goods the contractor must comply with SANS 10231:2010 Edition 3.1.

### **23.2 Quantities**

23.2.1 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 transported or furniture transferred during the contract period.

## **24. PACKING MATERIAL**

### **24.1 General**

24.1.1 Suitable packing material (wrapping plastics, boxes etc.), which will ensure that the goods arrive in the exact state as when it was originally packed, must be used when either freight/cargo and /or household furniture is packed at the expense of the contractor.

24.1.2 Arrangements for specialised wrapping/storage can be made and agreed upon by both parties. The end user will be liable for special wrapping/storage requirements.

## **25. CONTAINERS**

25.1 The containers must 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.

25.2 Conditions of the container must be acceptable to the end user both at collection and at the point of delivery. The materials of construction must have no chemical or physical effect on the goods.



- 25.3 Products are to be packed in suitable containers in such a manner as to ensure adequate protection against deterioration in storage from the effect of light and/or moisture.



## **SECTION C**

### **26. ROLES AND RESPONSIBILITIES**

#### **26.1. Contract Administration**

26.1.1 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: Transversal Contracting, National Treasury, Private Bag X115, Pretoria, 0001

26.1.2 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.

#### **26.2 Supplier Performance Management**

26.2.1 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: Transversal Contracting must be informed for corrective action.

#### **26.2.2 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.

### **27. ORDERS AND DELIVERY**

#### **27.1 Orders**

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

27.1.2 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).



- 27.1.3 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.

## **27.2 Delivery Adherence**

- 27.2.1 Delivery of goods must be made in accordance with the instructions appearing on the official order forms issued by purchasing institutions.
- 27.2.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been affected.
- 27.2.3 In respect of items awarded to them, contractors must adhere strictly to the delivery lead times quoted in their bids.
- 27.2.4 Contractors are required to deliver the goods at the required stores, off-load the goods from the truck at the designated area as indicated on the official order form.

## **28. SECURITY AND CONFIDENTIALITY OF INFORMATION**

- 28.1 All successful contractors may be subject to a State Security Agency (SSA) clearance process which will be facilitated by the National Treasury.
- 28.2 The state may enforce section 23 (termination for default) of the General Condition of Contract in a case where the contractor's clearance has a negative outcome.
- 28.3 The contractor 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.
- 28.4 The contractor, his /her employees, sub-contractor's or agents may not make any such information obtained or entrusted with known to any other person or to the media.



## **29. INSURANCE/LIABILITY**

- 29.1 Where insurance is required; the contractor must ensure that it has and continually maintains adequate all risk insurance cover for the duration of the contract period in order to defray any costs that might be incurred due to damage or theft of freight, cargo and furniture.
- 29.2 For transportation of freight and cargo the contractor must insure the goods to the value specified by the end user at a percentage premium allowed for in the pricing schedule.
- 29.3 For household furniture removals the contractor must insure the goods, for the replacement value of the household goods (refer to paragraph 19.3) unless otherwise stated. Where necessary the contractor may request the official to provide a document from a reputable and recognised insurance company, which may not be older than 6 months as from the date of the removal, certifying the exact replacement value of the goods.
- 29.4 The contractor will be held liable for any damage to and/or of the state property caused by the negligence of the contractor, his employees, any sub-contractor or agent during the execution of this contract.
- 29.5 The contractor indemnifies the State against any loss, discomfort, injury and/or damage, which arises from the institution or execution of the applicable transportation. The contractor's insurance policy must cover any occurrences during the tasking and for which he/she, any employee, sub-contractor or agent may be accountable for or involved in.
- 29.6 If the furniture or goods in transit have been damaged or lost during loading, transportation or off-loading, the end user must inform the contractor within 7 (seven) days of the occurrence of the damage or theft.
- 29.7 Within 30 (thirty) days, from the date of the occurrence of the damage or theft, the end user must confirm the claim for loss or theft referred to above in writing to the contractor.
- 29.8 The State reserves the right to renegotiate the percentage premium with the contractor.



### **30. POST AWARD REPORTING**

#### **30.1 Historical Data**

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

Transversal Contracting, National Treasury:

Sindiswa Tapi (Sindiswa.tapi@treasury.gov.za) or Brenda Mashifane

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

Period	Dates at which reports must be submitted
1	7 August 2017
2	12 February 2018
3	8 August 2018
4	9 January 2019

### **31. BREACH OF CONTRACT**

31.1 The State reserves the right to terminate the contract(s) for not honouring contract obligations including the submission of information required by Transversal Contracting and end- user departments