



SPECIAL CONDITIONS OF THE CONTRACT

RT11-2024:

**SUPPLY AND DELIVERY OF ANIMAL FEED TO THE STATE FOR A
PERIOD OF THIRTY-SIX (36) MONTHS**

**A NON-COMPULSORY BRIEFING SESSION TO BE HELD ON
13 OCTOBER 2023**

CLOSING DATE AND TIME OF BID

03 NOVEMBER 2023 AT 11H00

BID VALIDITY PERIOD: 180 DAYS FROM THE CLOSING DATE

National Treasury

Transversal Contracting



Table of Contents

LIST OF ABBREVIATIONS.....	3
LIST OF ANNEXURES	4
LIST OF TABLES.....	5
DEFINITIONS:	5
SECTION A: INTRODUCTION AND SPECIFICATIONS.....	8
1. DESCRIPTION AND FORMAT OF THE BID	8
2. LEGISLATIVE AND REGULATORY FRAMEWORK	8
3. DURATION OF TRANSVERSAL CONTRACT	8
4. NON-COMPULSORY BRIEFING SESSION.....	8
5. SPECIFICATIONS	9
SECTION B: CONDITIONS OF BID	10
6. PART 1: EVALUATION CRITERIA	10
7. PART 2: ADDITIONAL BID REQUIREMENTS	18
8. PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS.....	21
SECTION C: CONDITIONS OF CONTRACT	23
9. CONCLUSION OF CONTRACT.....	23
10. PARTICIPATING IN STATE INSTITUTIONS.....	23
11. POST AWARD PARTICIPATION.....	23
12. AWARD CONDITIONS	24
13. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES	24
14. CONTRACT PRICE ADJUSTMENT	25
15. DELIVERY AND QUANTITIES.....	29
16. PLACEMENT OF ORDERS AND PAYMENTS	30
17. CONTINUITY OF SUPPLY	30
18. SHELF LIFE	30
19. PACKAGING AND LABELLING	31
20. PRODUCT ADHERENCE / BRAND CHANGE	32
21. CHANGES IN DETAILS OF SUCCESSFUL SERVICES PROVIDERS	33
22. POST AWARD PRODUCT COMPLIANCE PROCEDURES.....	33
23. REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS	33
24. MONITORING.....	33
25. TERMINATION.....	34



LIST OF ABBREVIATIONS

B-BBEE	Broad-Based Black Economic Empowerment
BEC	Bid Evaluation Committee
CPA	Contract Price Adjustment
CSD	Central Supplier Database
CPI	Consumer Price Index
GCC	General Conditions of Contract
HDI	Historically Disadvantaged Individuals
NT	National Treasury
PFMA	Public Finance Management Act, 1999 (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000)
PPR 2022	Preferential Procurement Regulations of 2022
RoE	Rate of Exchange
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SAPC	South African Pharmacy Council
SARB	South African Reserve Bank
SARS	South African Revenue Service
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
STATS SA	Statistics South Africa
TC	Transversal Contracting
TCD	Transversal Contracting Document
the DTIC	The Department of Trade, Industry and Competition
TIC	Tender Information Centre
VAT	Value Added Tax
ZAR	Rand



LIST OF ANNEXURES

Annexure A	:	Technical Specifications
Annexure B	:	Pricing Schedule
Annexure C	:	Standard Bidding Documents (SBD)
Annexure D	:	Transversal Contracting Documents (TCD)
Annexure E	:	General Condition of Contract (GCC)



LIST OF TABLES

Table 1: Bid Document Checklist and Returnable.....	6
Table 2: Summary of Technical Specifications Categories	9
Table 3: Evaluation Criteria.....	10
Table 4: Example of Cost Breakdown	16
Table 5: Contract Price Adjustment Formula	25
Table 6 - Contract Price Adjustment Cost Components.....	26
Table 7: Applicable Indices/References.....	27
Table 8: Price Adjustment Period.....	28
Table 9: CPA Rate of Exchange	28
Table 10: Rate of Exchange Average Periods.....	29
Table 11: Labelling details	32

DEFINITIONS:

“Historically Disadvantaged Individuals” means a South African citizen:

- i) Who, due to the apartheid policy that had been in place, had no franchise in national elections before the introduction of the constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (the interim Constitution) and/or
- ii) Who is female; and/or
- iii) Who has a disability.

Provided that a person who obtained South African citizenship on or after the coming to effect of the interim Constitution, is deemed not to be an HDI.

“Person with Disabilities” are persons who have a long-term or recurring physical or mental impairment, which substantially limits their prospects of entry into or advancement in employment.

“Female” refers to a female person who is a South African citizen.



Table 1: Bid Document Checklist and Returnable

#	Document Name ¹	Included in the published bid document?	To be returned by the bidder?	Bidder may tick Yes if the document is submitted
PHASE 1: ADMINISTRATION REQUIREMENTS EVALUATION				
1.	SBD 1 Invitation to Bid	Yes	Yes	
2.	Proof of authority must be submitted as per SBD 1 e.g. company resolution for the capacity under which this bid is signed	No	Yes	
3.	SBD 4 Bidders Disclosure	Yes	Yes	
4.	SBD 6.1 Preference Points Claim Form	Yes	Yes	
5.	Full updated CSD report	No	Yes	
PHASE 2: MANDATORY REQUIREMENTS EVALUATION				
6.	Annexure B: Pricing Schedule	Yes	Yes	
PHASE 3: TECHNICAL COMPLIANCE EVALUATION				
7.	Valid Product Registration Certificate/ Product Registration Renewal Document issued in terms of Act 36 of 1947.	No	Yes	
8.	Composition Labels/Products label/leaflet linked to the Valid Product Registration Certificate/ Product Renewal Document in terms of Act 36 of 1947.	No	Yes	
9.	Valid certificate of analysis from South African National Accreditation System (SANAS) on each line item (ONLY Dogs and Horse Feeds). Only Shortlisted bidders will be required to submit the valid reports.	No	Yes	
10.	TCD 13 Authorization Declaration	Yes	Yes	
11.	TCD 13.1 List of goods or services offered	Yes	Yes	
12.	TCD 13.2 Letter of Undertaking	No	Yes	
PHASE 4: PRICE & SPECIFIC GOALS EVALUATION				
13.	Annexure B – Pricing Schedule	Yes	Yes	
OTHER DOCUMENTS REQUIRED				
14.	Bidders Company Profile	No	Yes	
15.	Bidders CIPC Company Registration Documents	No	Yes	
16.	Special Conditions of Contract	Yes	Yes	

¹ Table 1 is provided as guidance to assist bidders with documents that must be returned with the bid. The list is not exhaustive, and it is the responsibility of the bidder to provide all required documents as per the provision of each clause in this bid



#	Document Name ¹	Included in the published bid document?	To be returned by the bidder?	Bidder may tick Yes if the document is submitted
17.	General Condition of Contract	Yes	Yes	
18.	TCD 14 – Historical Exchange Rate	Yes	No	



SECTION A: INTRODUCTION AND SPECIFICATIONS

1. DESCRIPTION AND FORMAT OF THE BID

- 1.1 This bid is for the supply and delivery of Animal Feed to the state for a period of thirty-six (36) months.
- 1.2 This bid document is structured as follows:
 - 1.2.1 Section A : Introduction and Terms of Reference
 - 1.2.2 Section B : Conditions of Bid
 - 1.2.2.1 Part 1 : Evaluation Criteria
 - 1.2.2.2 Part 2 : Additional Bid Requirements
 - 1.2.2.3 Part 3 : Recommendation and appointment of bidders
 - 1.2.3 Section C : Conditions of Contract

2. LEGISLATIVE AND REGULATORY FRAMEWORK

- 2.1 This bid and all contracts emanating here from will be subject to General Conditions of Contract (GCC) issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) as well as the Preferential Procurement Policy Framework Act, 2000 (Act no. 5 of 2000) (PPPFA) and its associated Regulations.
- 2.2 The Special Conditions of Contract (SCC) supplement the GCC. However, when the SCC is in conflict with the GCC, the provisions of the SCC will prevail.

3. DURATION OF TRANSVERSAL CONTRACT

- 3.1 The transversal contract shall be for a period of thirty-six (36) months.

4. NON-COMPULSORY BRIEFING SESSION

- 4.1 A non-compulsory briefing session will be held as follows:

Venue : Microsoft Teams

Microsoft Teams Link: [RT11-2024 BRIEFING SESSION LINK](#)

Date : 13 October 2023

Time : 10h00 to 12h00

- 4.2 The briefing session will provide bidders an opportunity to seek clarity on certain aspects of the procurement process as set out in this document.
- 4.3 The National Treasury reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.



5. SPECIFICATIONS

5.1 TECHNICAL SPECIFICATIONS

5.1.1 This bid for the supply and delivery of Animal Feed has eleven (11) categories and one hundred and ninety-three (193) items as summarized below.

Table 2: Summary of Technical Specifications Categories

#	Category	Number of items
1.	Calf Ration	14
2.	Calf Growth	25
3.	Dairy	23
4.	Pig Lactating Ration	15
5.	Dry Sow and boar	16
6.	Complete Laying Rotation	10
7.	Cattle	10
8.	Pig Rotation (creep, weaner, and growth)	54
9.	Broiler (starter, growth, and finisher)	22
10.	Dog	2
11.	Horse	2
	Total of items	193



SECTION B: CONDITIONS OF BID

6. PART 1: EVALUATION CRITERIA

6.1 The details of the evaluation phases are outlined below:

Table 3: Evaluation Criteria

Phase 1	Phase 2	Phase 3	Phase 4
Administrative Evaluation	Mandatory Evaluation	Technical Specification Compliance Evaluation	Price and Specific Goals
Compliance with legislative and other bid requirements	Compliance with mandatory requirements	Compliance with the technical specifications	Bids evaluated in terms of the 90/10 preference points system

6.2 PHASE 1: ADMINISTRATIVE EVALUATION

6.2.1 Bidders are required to submit the legislative documents to comply with the policy to guide uniformity in procurement reform processes regarding the standardised bidding documents (SBDs) for the supply chain management. It is also a requirement for bidders to submit additional documents as detailed below:

6.2.1.1 **SBD 1** – Invitation to Bid

6.2.1.2 **Proof of Authority** – This is a Company Resolution for the capacity under which this bid is signed.

6.2.1.3 **SBD 4** – Bidders Disclosure

6.2.1.4 **SBD 6.1** – Preference Points Claim Form

6.2.1.5 **Central Supplier Database (CSD)** – A full updated CSD report

6.3 PHASE 2: MANDATORY EVALUATION

6.3.1 During this phase, the bidders' responses will be evaluated based on the mandatory requirement. Non-compliance to the mandatory requirement will result in the disqualification of the bid response.

6.3.2 Pricing Structure and Schedule

6.3.2.1 The Pricing Schedule (**Annexure B**) 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. All pricing offered must be on a National Level.

6.3.2.2 Bidders are required to complete the mandatory **Pricing Schedule Annexure B** as a response to how much the items offered will be charged. The non-submission of the Pricing Schedule (**Annexure B**) will invalidate the bid response.



- 6.3.2.3 Prices submitted in this bid must be filled in on the field provided on the Pricing Schedule supplied with the bid. Price structures that do not comply with this requirement will invalidate the bid.
- 6.3.2.4 Prices must be **all-inclusive** for the supply, delivery, and offloading of Animal Feed, this includes VAT (if registered for VAT), packaging, transport, and any other costs that may influence the price.
- 6.3.2.5 Bidders who source from third parties (manufacturers) must negotiate with the third parties and align with the special conditions of the contract to avoid unregulated price increases.
- 6.4 **PHASE 3: TECHNICAL SPECIFICATION COMPLIANCE EVALUATION**
- 6.4.1 Only bidders who have complied with Phase 2 will be evaluated in Phase 3. Bidder's responses will be evaluated based on the technical specification compliance. Non-compliance with the evaluation requirements below will result in the disqualification of line items being evaluated.
- 6.4.2 **Authorization Declaration**
- 6.4.2.1 All bidders must complete the Authorisation Declaration (TCD 13 and 13.1) for all relevant goods or services.
- 6.4.2.2 Any bidder who is sourcing goods or services from a third party must submit a valid Third-Party Undertaking (template provided as TCD 13.2) in full for all relevant goods or services. The letter of undertaking **MUST** include but not be limited to the following:
- List of item(s) numbers, item description, and brand name and number;
 - The letter must be on the original manufacturer's and or third-party undertaking letterhead, dated and signed;
 - Have contact person's name, physical and postal address, telephone, and email details;
 - Letter must not be older than 30 days at the closing date and time of bid; and
 - All information on the letter must be in English.
- 6.4.2.3 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.
- 6.4.2.4 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.
- 6.4.2.5 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.
- 6.4.3 **Valid Registration Certificate, Licensing and Composition Labels (ACT 36 of 1947)**



- 6.4.3.1 Animal feed offered must be registered in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act No. 36 of 1947).
- 6.4.3.2 Submit a valid product registration certificate/ product registration renewal document issued in terms of Act 36 of 1947. **Each registration certificate must be marked with the item number for ease of reference.**
- 6.4.3.3 Submit the **composition labels/product label/leaflet which must be linked to the valid product registration certificate/ product renewal document** for all items offered together with the bid. Bidders must ensure that the contents/information of documents are clearly visible.
- 6.4.3.4 Submit a valid certificate of analysis (SANAS Accredited Institutions) on each line item **(ONLY Dogs and Horse Feeds)**. **Only Shortlisted bidders will be required to submit the valid reports.**
- 6.4.3.5 **NON-COMPLIANCE WITH THE ABOVE CONDITIONS WILL AUTOMATICALLY INVALIDATE THE BID FOR SUCH ITEM/S OFFERED.**
- 6.4.3.6 Successful service providers must ensure that valid product registration certificates, renewals, and licenses are available for scrutiny throughout the contract period, for item/s awarded to them. Failure to do so will result in the cancellation of the contract for such item/s awarded.
- 6.5 **PHASE 4: PRICE AND SPECIFIC GOALS**
- 6.5.1 Only bidders who have complied with the item/s offered in Phase 3 will be evaluated in Phase 4.
- 6.5.2 **Pricing Schedule and structure requirements:**
- 6.5.2.1 Prices quoted must be based on a National Level (country-wide).
- 6.5.2.2 Prices must be **all-inclusive** for the supply, delivery, and offloading of animal feed, this includes VAT (if registered for VAT), packaging, transport, and any other costs that may influence the price.
- 6.5.2.3 The Department of Correctional Services has indicated the delivery points; therefore bidders must price accordingly and prices quoted must be furnished based on supply, delivery and offloading including Value Added Tax.
- 6.5.2.4 However, other provincial users who do not have delivery points must have one price per province per item, and prices quoted must be furnished based on supply and delivery including Value Added Tax.
- 6.5.2.5 The below table indicates the district and must be used as a guideline to provide pricing per province. The contract is structured per province and therefore bidders must use the guide in the table below to determine the cost per province. The table must not be used as a pricing schedule and it will not be evaluated.



Province	District
Eastern Cape	Alfred Nzo District Municipality
	Sarah Baartman District Municipality
	Amathole District Municipality
	Buffalo City Metropolitan Municipality
	Chris Hani District Municipality
	OR Tambo District Municipality
	Joe Gqabi District Municipality
	Nelson Mandela Bay Metropolitan Municipality
Free State	Fezile Dabi District Municipality
	Lejweleputswa District Municipality
	Mangaung Metropolitan Municipality
	Thabo Mofutsanya District Municipality
	Xhariep District Municipality
Gauteng	City of Tshwane
	Ekurhuleni
	City of Johannesburg
	Sedibeng District Municipality
	West Rand District Municipality
KwaZulu – Natal	Amajuba District Municipality
	eThekweni Metropolitan Municipality
	Harry Gwala District Municipality
	iLembe District Municipality
	King Cetshwayo District Municipality
	Ugu District Municipality
	Umgungundlovu District Municipality
	Umkhanya-Kude District Municipality
	uMzinyathi District Municipality
	uThukela District Municipality
	Zululand
Limpopo	Capricorn District Municipality
	Mopani District Municipality
	Sekhukhune District Municipality
	Vhembe District Municipality
	Waterberg
Mpumalanga	Gert Sibande District Municipality



Province	District
	Ehlanzeni District Municipality
	Nkangala District Municipality
Northern Cape	Frances Baard District Municipality
	John Taolo Gaetsewe District Municipality
	Namakwa District Municipality
	Pixley Ka Seme District Municipality
	ZF Mgcawa District Municipality
North West	Bojanala Platinum District Municipality
	Dr Kenneth Kuanda
	Dr Ruth Segomotsi Mompati
	Ngaka Modiri Molema
Western Cape	Cape Winelands District Municipality
	Central Karoo District Municipality
	City of Cape Town
	Garden Route District Municipality
	Overberg District Municipality
	West Coast District Municipality

- 6.5.2.6 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. Bidders are required to complete a mandatory Pricing Schedule as a response to how much the items offered will be charged.
- 6.5.2.7 Due diligence on market-related pricing may be conducted. The State reserves the right to disqualify bid offers that are under-quoted and or are above market value. In this case, the bidder may be required to submit supporting documentation to the State to prove that the pricing is not under-quoted or above market value.
- 6.5.2.8 Conditional discounts offered will not be taken into consideration during evaluation.
- 6.5.2.9 Prices submitted in this bid must be filled in on the field provided on the pricing schedule supplied with the bid. Price structures that do not comply with this requirement will invalidate the bid.
- 6.5.2.10 The Pricing Schedule (**see Annexure B attached**) must be submitted in two forms, as hardcopy which must be included in the bid document and an Excel spreadsheet saved in a USB/memory stick together with the bid proposal at the closing date and time of the bid. It is the bidder's responsibility to ensure that both the hard copy and the Excel version are the same (replica).



6.5.3 Preference Points System

6.5.3.1 The 90/10 preference points system will apply in terms of the Preferential Procurement Regulations about the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), and responsive bids will be adjudicated as follows:

- a) Price (Maximum of 90 points)
- b) Specific Goals (Maximum 10 points)

6.5.3.2 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 price of tender under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

6.5.3.3 A maximum of 10 points may be awarded to a bidder for being a historically disadvantaged individual and/or achieving any of the specified goals. The State reserves the right to arrange contracts with more than one contractor.

6.5.3.4 The points out of 10 will be allocated as follows:

SPECIFIC GOALS	POINTS ALLOCATED OUT OF 10	FORMULA TO CALCULATE THE POINTS OUT OF 10
HDI:		$PSSG = MPA \times \frac{PEO}{100}$
Who had no franchise in national elections before the 1983 and 1993 Constitution	4	Where: PSSG = Points scored for a specific goal
HDI: Who is a Female	4	MPA = Maximum points allocated for a specific goal
HDI: Who has a Disability	2	PEO = Percentage of equity by an HDI
POINTS	10	

- a) The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.
- b) Bidders are required to complete the SBD 6.1 forms to claim preference points.
- c) Only a bidder who has completed and signed the declaration part of the SBD 6.1 preference points claim forms will be considered for preference points.
- d) The tenderer must submit proof of its ownership. CSD report (submit full CSD report) together



- with the bidder's CIPC registration documents must be submitted to confirm proof of ownership.
- e) The tenderer must submit proof of disability (if claiming points for disability). A medical certificate/letter signed by a registered medical practitioner confirming disability status will serve as proof.
 - f) Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
 - g) The Transversal Contracting officials may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made about preference.
 - h) Points scored will be rounded off to the nearest 2 decimals.
 - i) If two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
 - j) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
 - k) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

6.5.4 **Applicable Taxes**

- a) All bid prices must be inclusive of all applicable taxes.
- b) All bid prices must be inclusive of fifteen percent (15%) Value Added Tax (if registered for VAT).
- c) Failure to comply with this condition may invalidate the bid.

6.5.5 **Cost Breakdown**

6.5.5.1 Bidders are requested to submit the cost breakdown of their pricing for each item offered. Should the cost breakdown be the same for all items on the bid response, the bidder must indicate clearly in the bid response. The cost breakdown submitted will be utilized during the price adjustment considerations.

6.5.5.2 Bidders should itemise the cost of each item into various components which are cost drivers. The cost needs to be broken down into direct and indirect costs. Each cost driver should be assigned a percentage of the total cost.

6.5.5.3 **Example:**

Table 4: Example of Cost Breakdown



Cost-driver	% Total Cost
Imported raw material	10%
Local raw material	40%
Labour	10%
Transport	25%
Housing and utilities	10%
Other (Indicate)	5%
The total price of the item	100%

6.5.6 TCD 14 Historical Exchange Rates

- 6.5.6.1 In terms of cost price adjustment, bidders should make use of any relevant currency for the items offered by calculating the average for the period **1 April 2023 to 30 September 2023** using the Reserve Bank published rates for the specific currency. Bidders are to visit <https://www.resbank.co.za/> to obtain the relevant rates. Reference to **TCD 14** on the procedure to download historical exchange rates from the Reserve Bank website for instructions.



7. PART 2: ADDITIONAL BID REQUIREMENTS

7.1 COMPANY PROFILE

7.1.1 Bidders are requested to submit a company profile that includes, but is not limited to the following:

7.1.1.1 Business structure and strategies;

7.1.1.2 Details of the bidder's directors/owners (Full name and surname and ID or passport number); and

7.1.1.3 Number of years the company has been in existence and the number of years of experience relevant to this bid.

7.2 TERMS AND CONDITIONS OF BID

7.2.1 Counter Conditions

7.2.1.1 Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

7.2.1.2 The National Treasury reserves the right to change or supplement any information or to issue any addendum to this bid before the closing date and time. The National Treasury and its officers, employees, and advisors will not be liable in connection with either the exercise of or failure to exercise this right.

7.2.1.3 If the National Treasury exercises its right to change or supplement information in terms of the above clause, it may seek amended bid documents from all bidders.

7.2.2 Fronting

7.2.2.1 The National Treasury supports the spirit of Broad-Based Black Economic Empowerment (B-BBEE) and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves by the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the National Treasury does not support any form of fronting.

7.2.2.2 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 inquiries/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 Department of Trade, Industry, and Competition (the DTIC), be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist.

7.2.2.3 Failure to do so by the bidder within a period of fourteen (14) days from the date of notification by the National Treasury may invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the state for a period not exceeding ten (10) years, in addition to any other remedies the National Treasury may have against the bidder concerned.



7.3 SUBMISSION OF BIDS

7.3.1 PHYSICAL AND HARDCOPY BID SUBMISSION

- 7.3.1.1 Bidders are required to submit hard copies at the National Treasury, 240 Madiba Street, Tender Information Centre (TIC), and Deposit the bid in the Tender Box.
- 7.3.1.2 The hard copy of the bid response will serve as the legal bid document.
- 7.3.1.3 Bidders' attention is drawn to the sequential submission format as per the **checklist in Table 1**.
- 7.3.1.4 Bidders must submit the bid in the following format:
 - a. One (1) original hard copy, and
 - b. One (1) USB / memory stick with all the documents on the original hard copy and the **Excel version of the pricing schedule (Annexure B)**. Bidders must ensure that the USB / memory stick is marked with the bidder's name.
- 7.3.1.5 It is the responsibility of the bidder to ensure that **All** documents on the USB / memory stick submitted are the exact copy (replica) of the hard copy documents. Any discrepancies between the USB document and the original hard copy, the hard copy will take precedence.
- 7.3.1.6 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.
- 7.3.1.7 Submit all bid queries via email to Demand.Acquisition1@treasury.gov.za

7.4 LATE BIDS

- 7.4.1 Bids received after the closing date and time at the TIC will **NOT** be accepted for consideration and where practical, be returned unopened to the bidder.

7.5 COMMUNICATION AND CONFIDENTIALITY

- 7.5.1 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 before the award of the transversal contract, or to extend the validity period of the bid, if necessary.
- 7.5.2 Any communication to any State 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.
- 7.5.3 Whilst all due care has been taken in connection with the preparation of this bid, the National Treasury makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current, or complete. The National Treasury, and its officers, employees, and advisors will not be liable concerning any information



communicated which is not accurate, current, or complete.

- 7.5.4 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the National Treasury (other than minor clerical matters), the bidder must promptly notify the National Treasury in writing of such discrepancy, ambiguity, error or inconsistency in order to allow the National Treasury to consider what corrective action is necessary (if any).
- 7.5.5 Any actual discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the National Treasury will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- 7.5.6 All communication between the bidder and the National Treasury office must be done in writing as per the Contact Details below.
- 7.5.7 No representations made by or on behalf of the National Treasury about this bid will be binding on the National Treasury unless that representation is expressly incorporated into the contract ultimately entered between the National Treasury and the successful bidder(s).
- 7.5.8 All persons (including all bidders) obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a response to this bid.
- 7.6 **CONTACT DETAILS**
- 7.6.1 **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.
- 7.6.2 **Bid Enquiries:** - All enquiries should be in writing to Demand.Acquisition1@treasury.gov.za. The closing date for receipt of all enquiries is **27 October 2023**. All enquiries beyond the closing date may not be considered.



8. PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS

8.1 Once the evaluation process is complete there will be a recommendation report by the Bid Evaluation Committee (BEC) to the Bid Adjudication Committee (BAC) which has the authority to either support (approve) or not support (not approve) the recommendation/s and appointment/s.

8.2 On approval of the recommendation/s and appointment/s, the successful bidder(s) will sign an appointment letter for the supply, delivery, and offloading of Animal Feed of this bid and the unsuccessful bidder(s) will be informed accordingly.

8.3 Tax Compliance Requirements

8.3.1 It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.

8.3.2 The Tax Compliance status requirements are also applicable to potential foreign bidders/individuals who wish to submit a bid.

8.3.3 Bidders are required to be registered on the Central Supplier Database (CSD) and the National Treasury shall verify the bidder's tax compliance status through the CSD or SARS.

8.3.4 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 SARS.

8.3.5 The state will not award a bid to any bidder whose tax matters are not in order.

8.4 Multiple Award

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

8.4.2 The maximum number of bidders to be awarded will be at the discretion of the Bid Evaluation Committee.

8.4.3 The following will be taken into consideration when awarding through a multiple award:

- a) Capacity to meet volume demand as per bid requirements
- b) Estimated volume to be supplied
- c) Risk to user departments if the item is not available
- d) Source of the finished product, raw material, and manufacturing site
- e) Previous performance of the bidder

**8.5 Negotiations**

- 8.5.1 The State reserves the right to negotiate with the shortlisted bidders before or post-award. The terms and conditions for negotiations will be communicated to the shortlisted bidders before the invitation to negotiations. This phase is meant to ensure value for money is achieved through the measure of quality that will assess the monetary cost of the items or services against the quality and or benefits of that item or services.

8.6 Due Diligence

- 8.6.1 The State reserves the right to conduct due diligence during the evaluation phases, before the final award, or at any time during the transversal contract period and this may include pre-announced/ non-announced site visits. During the due diligence process, the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or in part.

8.7 Right of Award

- 8.7.1 The State reserves its following rights -
- 8.7.1.1 To award the bid in part or in full,
 - 8.7.1.2 Not to make any award in this bid or accept any bids submitted,
 - 8.7.1.3 Request further technical information from any bidder after the closing date,
 - 8.7.1.4 Verify information and documentation of the bidder(s),
 - 8.7.1.5 Not to accept any of the bids submitted,
 - 8.7.1.6 To withdraw or amend any of the bid conditions by notice in writing to all bidders before closing of the bid and post-award, and
 - 8.7.1.7 If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.



SECTION C: CONDITIONS OF CONTRACT

9. CONCLUSION OF CONTRACT

- 9.1 The Contract between National Treasury and the preferred bidder/s (service providers) collectively referred to as the Parties shall come into effect after the service providers have been issued with an unconditional letter of acceptance to their bid.
- 9.2 The service providers shall be appointed in terms of this bid. The following will form part of the contract documents between the Parties as far as this RT11-2024 is concerned:
- 9.2.1 Bid Documents
 - 9.2.2 Letter of Appointment
 - 9.2.3 Award Documents
 - 9.2.4 Acknowledgement letter
- 9.3 If there is any contradiction between the abovementioned documents, the special conditions of the contract shall take precedence. For the purpose of Section C, the term "service provider" shall refer to the preferred bidder(s) appointed in terms of the RT11-2024 transversal contract.

10. PARTICIPATING IN STATE INSTITUTIONS

- 10.1 The following institution will be participating in the contract for RT11-2024:

No	Organs of State
1.	Department of Correctional Services
2.	Gauteng Department of Agriculture and Rural Development
3.	Northern Cape Department of Agriculture, Environmental Affairs, Rural Development, and Land Reform
4.	Agricultural Research Council
5.	Limpopo Department of Agriculture and Rural Development
6.	Border Management Authority
7.	South African Revenue Services
8.	National Agricultural Marketing Council

11. POST AWARD PARTICIPATION

- 11.1 PFMA public institutions listed in Schedules 1, 2, 3A, 3B, 3C, 3D and Local Government may send an application to the National Treasury post-award to request participation in the transversal contract.
- 11.2 In terms of Treasury Regulation 16A6.5 Accounting Officer/Accounting Authority of National and Provincial departments, constitutional institutions, and public entities listed in schedules 1, 3A, and 3C



to the PFMA may opt to participate in a transversal contract facilitated by the relevant treasury.

- 11.3 Regulation 32 of the Municipal SCM Regulations provides that a Supply Chain Management policy may allow the accounting officer to procure goods or services for a municipality or municipal entity under a contract secured by another organ of the state.

12. AWARD CONDITIONS

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

12.1 Item Group as a Series

- 12.1.1 Only the following items are grouped together and shall be evaluated and accepted as such.

ITEM NUMBER	GROUP
CATTLE FEED CATEGORY 7: RT11-104 to RT11-112	
PIG FEED CATEGORY 8: RT11-114 to RT11-165	
BROILER FEED CATEGORY 9: RT11-168 to RT11-189	
DOG FEED CATEGORY 10: RT11-190 to RT11-191	
HORSE FEED CATEGORY 11: RT11-192 to RT11-193	

- 12.1.2 All items that are grouped as a series in the specification shall be regarded as group series and be evaluated and awarded accordingly.
- 12.1.3 Bidders are required to offer prices for all units of measure specified in the series.
- 12.1.4 Bidders must take note that all allocation of points will be per category (group award).
- 12.1.5 Non- compliance with the abovementioned special conditions will invalidate the bid for the item/s concerned.

13. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

13.1 Contract Administration

- 13.1.1 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 at TCcontracts2@treasury.gov.za
- 13.1.2 Service providers 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.

13.2 Supplier Performance Management

- 13.2.1 Supplier performance management will be the responsibility of the purchasing institution and where supplier performance disputes cannot be resolved between the service provider and the relevant purchasing institution, National Treasury: Transversal Contracting must be contacted for corrective



actions.

- 13.2.2 Supplier performance rating Form (to be provided for by National Treasury after the bid award) will be instituted, and every service provider must complete it to ensure good performance.
- 13.2.3 End-user State institutions are required to report to the National Treasury where the service provider's performance is not satisfactory.
- 13.2.4 Successful service providers will have their performance scored. National Treasury will provide a template that will be used to measure overall performance in terms of the transversal contract. Service providers who score an unacceptable performance rating may not be awarded future contracts of the same bid and may have the transversal contract terminated before the end of the transversal contract period.

14. CONTRACT PRICE ADJUSTMENT

14.1 Formula

- 14.1.1 Prices submitted for this bid will be regarded as non-firm and may be subject to adjustment(s) in terms of the following formula, defined areas of cost, and defined periods.
- 14.1.2 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.
- 14.1.3 The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

Table 5: Contract Price Adjustment Formula

$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + + Dn \frac{Rnt}{Rno} \right) + VPt$		
Pa	=	The new adjusted price to be calculated
V	=	The 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, labor, 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



14.2 Formula component definitions

14.2.1 Adjustable amount

14.2.1.1 The adjustable amount is the portion of the bid price that 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.

14.2.2 Fixed portion

14.2.2.1 The fixed portion represents those costs that will not change over the adjustment period and do 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 periods.

14.2.3 Cost Components and Proportions

14.2.3.1 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.

14.2.3.2 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.

14.2.3.3 Successful bidders who are direct importers of raw material / finished products can apply for RoE adjustment under cost element D1. If the successful bidder is not a direct importer of raw material / finished product, cost component D1 would not be applicable and only local cost components (D2 - Dn) would be applicable.

Table 6 - Contract Price Adjustment Cost Components

Cost Component	% Contribution
D1 – Imported Raw Material / Finished product	
D2 - Local Raw Material / Finished product (if applicable)	
D3 – Labour	
D4 – Transport	
D5 – Housing and Utilities	
D6 – Other	
TOTAL (Cost components must add up to 100%)	100 %

14.2.4 Applicable Indices/references

14.2.4.1 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 references will be applicable:

Table 7: Applicable Indices/References

Cost component	Index Publication	Index Reference
D1 – Imported Finished product (if applicable);	Supplier / Manufacturer invoice(s) and remittance advice. ²	Documentary evidence to accompany the claim
D2 – Local Finished product (if applicable):	Specify (STATS SA Index	STATS SA Table (Specify) Basic chemicals, fertilizers, and pesticides OR Documentary evidence to accompany the claim
D3 – Labour	STATS SA P0141 (CPI), Table E; OR Labour Agreement ³	Table E - All Items (CPI Headline) OR Labour agreement to be provided/ Regulated Pricing Adjustment
D4 – Transport	Stats SA P0141 (CPI): Table E	Transport – Other Running Cost
D5 – Housing and Utilities	Specify (STATS SA Index) Table E	STATS SA Table Table E – Housing and Utilities
D6 – Other	Specify (STATS SA Index)	STATS SA Table (Specify)

14.2.5 Base index date

14.2.5.1 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 **OCTOBER 2023**.

14.2.6 End index date

14.2.6.1 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).

14.2.7 Price adjustment periods

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

² 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.

³ In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.

**Table 8: Price Adjustment Period**

Adjustment Period	CPA application to reach the office by the following dates	End Index	Dates from which adjusted prices will become effective
1st Adjustment	3 June 2024	May 2024	2 September 2024
2nd Adjustment	2 December 2024	October 2024	3 March 2025
3rd Adjustment	2 June 2025	May 2025	1 September 2025
4th Adjustment	1 December 2025	October 2025	2 March 2026
5th Adjustment	1 June 2026	May 2026	1 September 2026

14.2.8 Rates of exchange (RoE) – Base and average rates

14.2.8.1 If material and/or finished products are imported the following will apply:

14.2.8.2 The formula described above will be used and the imported cost component of the bid price (D1) will be adjusted considering the base RoE rate referred paragraph in the below paragraph and the average RoE rate over the period under review indicated in the below paragraph.

14.2.8.3 If the RoE adjustment goes hand in hand with a material/product price increase, the material/product price (in foreign currency) will be converted to South African currency using the base rate for the earlier invoice, and the average RoE rate for the period under review as indicated in the paragraph below for the later invoice.

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

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

Table 9: CPA Rate of Exchange

Currency Name	Average Rates of Exchange: 1 April 2023 to 30 September 2023
US Dollar	18,67
Euro	20,32
British Pound	23,51

14.2.8.6 Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period **1 April 2023 to 30 September 2023** using the Reserve Bank



published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates. Please refer to **TCD 14** (Procedure to download historical exchange rates from the Reserve Bank website) for instructions.

- 14.2.8.7 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:

Table 10: Rate of Exchange Average Periods

Adjustment	Average exchange rates for the period:
1 st Adjustment	1 April 2023 - 30 September 2023
2 nd Adjustment	1 October 2023 – 31 March 2024
3 rd Adjustment	1 September 2024 - 31 March 2025
4 th Adjustment	1 April 2025 - 30 September 2025
5 th Adjustment	1 October 2025 – 31 March 2026
6 th Adjustment	1 September 2026 – 1 February 2027

14.2.9 General

- 14.2.9.1 Unless prior approval has been obtained from the National Treasury, Transversal Contracting, no adjustment in contract prices will be made.
- 14.2.9.2 Application for price adjustment must be accompanied by documentary evidence in support of any adjustment.
- 14.2.9.3 CPA application 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.
- 14.2.9.4 If the service provider's CPA application, based on the above formula and parameters, differs from Transversal Contracting verification, Transversal Contracting will consult with the service provider to resolve the differences.
- 14.2.9.5 Bidders are referred to in the paragraph regarding counter conditions.
- 14.2.9.6 An electronic price adjustment calculator will be available on request from Transversal Contracting.
- 14.2.9.7 The State reserves the right to negotiate a price adjustment or not to grant any price adjustment.

15. DELIVERY AND QUANTITIES

15.1 Delivery Basis



15.1.1 Firm lead times for delivery must be quoted for the duration of the contract period. Lead times for delivery of all items on the transversal contract shall not exceed four (4) weeks. Delivery period exceeding the prescribed maximum of four (4) weeks may be cancelled without notice.

15.1.2 Based on end-user requirements, partial delivery and/or scheduled deliveries may apply.

15.2 Quantities

15.2.1 No quantities are reflected in this bid, as orders will be placed 'as and when required' and no guarantee is given or implied as to the actual quantity/quantities that will be procured during the transversal contract period.

15.2.2 Orders will be placed by participating institutions and they will also be responsible for the payment to service providers for the products delivered and/or services rendered.

16. PLACEMENT OF ORDERS AND PAYMENTS

16.1 Orders will be placed by participating institutions which will be responsible for the payment to service providers for goods delivered and/or services rendered.

16.2 This contract is concluded for the purposes of appointing up to two (2) service providers per line item (top 2 bidders scoring the highest total points) to be used on a rotational basis, where practical.

17. CONTINUITY OF SUPPLY

17.1 The service provider must maintain sufficient stock to meet demand throughout the duration of the contract and inform the National Treasury at first knowledge of any circumstances that may result in interrupted supply, including but not limited to:

17.1.1 Industrial action,

17.1.2 Any other supply challenges.

17.2 In terms of the General Conditions of the Contract and Special Requirements and Conditions of the Contract, the Organs or state has the right to purchase outside of the contract to meet its requirements if:

17.2.1 The contracted service provider fails to perform in terms of the contract.

17.2.2 The item(s) are urgently required and not immediately available;

17.2.3 In the case of an emergency.

18. SHELF LIFE

18.1 All products must have a shelf-life of at least 12 to 24 months from the manufacturing date.

18.2 Participating Institutions may, without prejudice, decline to accept products with a shelf-life of less than 12 months.

18.3 Service providers 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.

18.4 Any delivery of short, dated supplies without prior written approval must be collected by the respective service provider at their own cost.

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

19. PACKAGING AND LABELLING

19.1 Packaging

19.1.1 All deliveries made against this contract, in all modes of transport, are to be packed in suitable containers.

19.1.2 Packaging must be suitable for further dispatch, storage, and stacking according to Good Wholesaling Practice and Good Distribution Practices.

19.1.3 Packaging must be suitable for transportation and should prevent exposure to conditions that could adversely affect the stability and integrity of the product.

19.1.4 The packing must be uniform for the duration of the contract period. All products must be packed in acceptable containers, specifically developed for the product.

19.1.5 Where a particular stacking and storage configuration is recommended by the service provider, this should be clearly illustrated on the outer packaging.

19.1.6 Where the contents of the shipper pack represent a standard supply quantity of an item, the following must be adhered to:

19.1.6.1 Outer packaging flanges must be sealed with suitable tape that will display evidence of tampering

19.1.6.2 The contents must be packed in neat, uniform rows and columns that will facilitate easy counting when opened.

19.1.7 Where the contents of a shipper pack represent a non-standard supply quantity, the following must be adhered to:

19.1.7.1 Outer packaging flanges must be sealed with suitable tape that will display evidence of tampering.

19.1.7.2 The shipper pack must contain only one product, mixing of multiple items in a single shipper is not allowed.

19.1.7.3 The outer packaging must be marked as a "Part Box".

19.1.8 Service providers must ensure that products delivered are received in good order at the point of delivery.

19.2 Labelling

19.2.1 All containers, packing, and cartons must be clearly labelled. Bulk packs must be labelled in letters not less than font size 48.



- 19.2.2 The following information must be clearly and indelibly printed (no removable stickers) on all shelf and shipper packs, including any part boxes packaging in at least English language:

Table 11: Labelling details

#	Details
1.	Proprietary name (if applicable)
2.	Name of the product
3.	A Product code as relevant
4.	The trade name or trademark of the manufacturer
5.	Size of the product
6.	Quantity of the contents
7.	Name of manufacturer
8.	Date of manufacture
9.	Name and address of importer/distributor (if not manufacturer)
10.	Expiry date (Where applicable)
11.	Batch/lot number. Products must have the same batch/lot number on the outer box as on the inner box.

20. PRODUCT ADHERENCE / BRAND CHANGE

- 20.1 If 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.
- 20.2 If the brand is discontinued and or replaced with a new brand, National Treasury, Transversal Contracting must be notified of such an occurrence and upon approval, an official amendment will be issued. The service provider is required to submit supporting documents from the manufacturer substantiating the changes.
- 20.3 It must be noted that the new brand will be required to undergo the evaluation process before receiving approval for the brand change issued by the National Treasury. The new brand must adhere to the technical specifications for the item.
- 20.4 Furthermore, service providers are to take note that the price of the new brand should not be higher than the current contract price of the original brand.
- 20.5 Service providers are not allowed to deliver new brands other than the brand awarded to them before the approval of brand change from the National Treasury.



20.6 The National Treasury reserves the right not to approve any brand change applications.

21. CHANGES IN DETAILS OF SUCCESSFUL SERVICES PROVIDERS

21.1 Where a contracted service provider plans to merge with or is going to be acquired by another entity, the contracted service provider must inform the National Treasury in writing 90 days before such event of relevant details.

21.2 Changes in the Service Provider Contact Details

21.3 A contracted service provider must inform the National Treasury within 7 days of any changes of address, name, and or contact details.

22. POST AWARD PRODUCT COMPLIANCE PROCEDURES

22.1 Service providers must ensure that the product confirms the technical specification and its relevant quality standards throughout the contract period. Where there is a justified concern regarding the quality of the product, the State reserves the right to request the service provider (at its own cost) to submit a product for testing to confirm compliance with the relevant item technical specification and requirements at the SANAS or any other accredited institution.

22.2 The State reserves the right to conduct any sample or site inspection directly or through a third party appointed by the state.

23. REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS

23.1 Service providers must ensure continued compliance with all statutory requirements which may affect their complying status on the Central Supplier Database managed by National Treasury.

23.2 All service providers must ensure registration at all participating institutions within 30 days of accepting the award.

23.3 Service providers must ensure that they register with all the participating institutions the items that they have been awarded in the contract. Service providers must take note that the participating institutions have different systems that they use internally to capture awarded contract information including that of awarded service providers.

23.4 Failure to meet this requirement will result in an inability to process orders and payments for goods.

24. MONITORING

24.1 Monitoring audits may be conducted periodically and randomly by the National Treasury, Provincial Agricultural Departments, and the National Department of Agriculture or by a supplier appointed by the State to determine continuous compliance with the product and terms of the contract. The Participating Institutions, will monitor the performance of contracted service providers and maintain a report for compliance with the terms of this contract as follows:

24.1.1 Compliance with delivery lead times.



- 24.1.2 Percentage of orders supplied in full first time.
- 24.1.3 Compliance with reporting requirements according to reporting schedule.
- 24.1.4 Attendance of compulsory meetings: The National Treasury compulsory meetings with service providers to review supplier performance. The schedules of the meetings will be sent to successful bidders.
- 24.2 The state may conduct a random audit(s) with or without prior appointment arrangements with the appointed service providers.
- 24.3 The National Treasury will conduct meetings with the Participating Institutions and service providers to discuss transversal contracting issues.
- 24.4 The National Treasury may request Participating Institutions to impose penalties, where deemed necessary, as per Sections 21 and 22 of the General Conditions of Contract.
- 24.5 Any change in the status of supply performance during the contract period must be reported within seven (7) days of receipt of such information to the National Treasury.
- 24.6 Reporting and service provider meetings will be on a six-monthly basis and will be scheduled post-award.
- 24.7 All successful service providers are required to submit historical value and volume reports via e-mail every quarter to: TCcontracts2@treasury.gov.za
- 24.8 Detailed reporting requirements from service providers will be provided to awarded service providers.

25. TERMINATION

- 25.1 The State shall be entitled to terminate this agreement if one or more of the following occur: –
 - 25.1.1 The service provider decides to transfer the contract or cede the contract.
 - 25.1.2 The service provider does not honor contractual obligations including the submission of information.
 - 25.1.3 The service provider is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this transversal contract.
 - 25.1.4 The service provider enters into settlement arrangements with their creditors.
 - 25.1.5 The service provider commits an act of insolvency.
 - 25.1.6 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.
 - 25.1.7 There is a change in ownership of the service provider that has the effect that over 50% of the ownership of the service provider belongs to the new owner without the prior written approval of the State.
 - 25.1.8 Overall poor performance rating during the contract period.

END