



SPECIAL CONDITIONS OF THE CONTRACT

RT83-2026RA

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY,
INSTALLATION, DEINSTALLATION, REPAIRS, MAINTENANCE, COMMISSIONING,
DECOMMISSIONING, DISPOSAL OF FUEL TANKS, LEASING OF ELECTRONIC FUEL
MANAGEMENT SYSTEM, AND FUEL ANALYSIS FOR BULK FUEL INFRASTRUCTURE AND
BOWSERS FOR THE STATE FOR A PERIOD OF SIXTY (60) MONTHS**

NON-COMPULSORY BRIEFING SESSION TO BE HELD VIRTUALLY ON **27 OCTOBER 2026 ON THE
MICROSOFT TEAMS PLATFORM**

CLOSING DATE AND TIME OF BID

16 NOVEMBER 2026 AT 11H00

BID VALIDITY PERIOD: 180 DAYS

National Treasury

Transversal Contracting



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LIST OF ATTACHMENTS AND ANNEXURES

- i. Standard Bidding Documents (SBD's)
- ii. Transversal Contracting Documents (TCD's)
- iii. General Conditions of Contract (GCC)
- iv. Annexure A - Pricing Schedule
- v. Annexure B - Category Selection Form
- vi. Annexure C - Technical Specifications

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LIST OF ABBREVIATIONS

Abbreviation	Meaning
ASTM	American Society for Testing Materials
BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
CIDB	Construction Industry Development Board
CIPC	Company Registration Documents
CPA	Contract Price Adjustment
CPI	Consumer Price Index
CSD	Central Supplier Database
EAPASA	Environmental Assessment Practitioners Association of South Africa
ECSA	Engineering Council of South Africa
ELPA	Earthing and Lightning Protection Association
FSP	Financial Services Provider
GCC	General Conditions of Contract
IEC	International Electrotechnical Commission
JV	Joint Venture
LPS	Lightning Protection Systems
MIE	Master Installation Electrician
NFPA	National Fire Protection Association
NQF	National Qualifications Framework
OCPO	Office of the Chief Procurement Officer
OEM	Original Equipment Manufacturer
OIML	International Organization of Legal Metrology
OPM	Original Product Manufacturer (if still used anywhere else)
PFMA	Public Finance Management Act
PPI	Producer Price Index
PPI	Producer Price Index
PPPFA	Preferential Procurement Policy Frame Act
Pr. Cert. Eng	Professional Certificated Engineer
Pr. Eng	Professional Engineer
Pr. Technologist	Professional Engineering Technologist
Pr.CPM	Professional Construction Project Manager
QCTO	Quality Council for Trades and Occupations
RoE	Rate of Exchange



Abbreviation	Meaning
SACPCMP	South African Council for the Project and Construction Management Professions
SANAS	South African National Accreditation System
SANS	South African National Standards
SAQCC	South African Qualification and Certification Committee
SARS	South African Revenue Services
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
SCM	Supply Chain Management
SEIFSA	Steel and Engineering Industries Federation of Southern Africa
TC	Transversal Contract
TCD	Transversal Contract Document
UST	Underground Storage Tank
VAT	Value-Added Tax



DEFINITIONS

Term	Definition
End-User	An approved participant on the transversal contract responsible for placing orders and making payment for goods and/or services procured from the appointed Supplier(s).
Delivery	The process of transporting goods from a bidder's source location to a designated destination specified by the participant.
Due Diligence	The investigation or exercise of care undertaken by the State before and after entering into an agreement with bidders to verify and validate bid submissions and contractual compliance.
Historically Disadvantaged Individuals	(a) a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to 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 (b) a female, and/or (c) a person with 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.
Hazmat Technician	A trained professional who specialises in identifying, handling, storing, transporting, and disposing of hazardous materials that may pose a risk to human health, property, wildlife, or the environment.
Confirmation of Funding	An official document or letter issued by a financial institution or authorised entity confirming that funding has been secured and is available for a specified purpose.
Disposal	The process of removing, discarding, selling, recycling, or otherwise dealing with assets, goods, materials, or waste that are no longer required, useful, or safe.
Decommissioning	The formal process of safely retiring, dismantling, removing, or rendering infrastructure, equipment, systems, or facilities inoperative at the end of their operational life or when no longer required.
Commissioning	The process of testing, inspecting, verifying, and formally placing equipment, systems, facilities, or infrastructure into operation to confirm that they function in accordance with design specifications and operational requirements.
Indemnity Insurance	Insurance that provides protection against claims for loss, damage, negligence, errors, omissions, or harm arising from the insured party's professional services, advice, or activities.
Group Series	A set of items grouped together in the Pricing Schedule for purposes of evaluation and award as a single group.
Panel of Service Providers	A list of pre-qualified service providers appointed through a competitive procurement process to provide goods and/or services to the State on an as-and-when-required basis for the duration of the contract. Appointment to the Panel does not guarantee any work, orders, revenue, or minimum value of business. Services may be allocated in accordance with the provisions of the contract.
Financial Facility	It is an available and accessible credit, overdraft, guarantee or other funding facility confirmed by a registered financial institution.



Table 1: Bid Documents Checklist and Returnable

#	Document Name ¹	Included in the published bid document?	To be returned by the bidder?	Submitted
PHASE 1: MANDATORY REQUIREMENT EVALUATION				
1.	Pricing Schedule (Annexure A) (Applicable to Category A-F)	Yes	Yes	
PHASE 2: ADMINISTRATIVE AND LEGISLATIVE REQUIREMENTS EVALUATION				
2.	SBD 1 Invitation to Bid	Yes	Yes	
3.	Proof of authority must be submitted as per SBD 1	No	Yes	
4.	SBD 4 Bidder's Disclosure	Yes	Yes	
5.	SBD 5 NIPP	Yes	Yes	
6.	SBD 6.1 Preference points claim form.	Yes	Yes	
7.	TCD 13 Authorization Declaration	Yes	Yes	
8.	TCD 13.1 List of goods or services offered	Yes	Yes	
9.	Written confirmation for disclosing tax status by SARS	No	Yes	
10.	Central Supplier Database Report	No	Yes	
11.	CIPC Company Registration Documents	No	Yes	
12.	Copy of Identity Documents of the Owners and Directors	No	Yes	
PHASE 3: TECHNICAL COMPLIANCE EVALUATION				
13.	TCD 13.2 Authorization Letter of Undertaking	Yes	Yes	
Category A: Lease of Fuel Management, Monitoring System and Supply of Handheld Density Meters				
14.	Proven track record of system Installed	No	Yes	
15.	ISO 9001 certificate	No	Yes	
16.	Indemnity Insurance	No	Yes	
Category B: Fuel Dispensing equipment				
17.	Proven track records	No	Yes	
18.	ISO 9001 certificate	No	Yes	
19.	Indemnity Insurance	No	Yes	
Category C: Fire Protection and Forecourt Management				

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?	Submitted
20.	Proven track records	No	Yes	
21.	ISO 9001 certificate	No	Yes	
22.	Indemnity Insurance	No	Yes	
Category D: Lightning Protection System				
23.	LPS Designer qualifications	No	Yes	
24.	LPS Installer qualifications	No	Yes	
25.	Electrician qualifications	No	Yes	
26.	Proven track records	No	Yes	
27.	ISO 9001 certificate	No	Yes	
28.	Indemnity Insurance	No	Yes	
Category E: Repairs and Maintenance				
29.	Civil and/or Mechanical Engineer qualifications and proof of registration with ECSA	No	Yes	
30.	Master Electrician qualifications and proof of registration with the Department of Labour as Master Installation Electrician (MIE)	No	Yes	
31.	Artisans or Welder qualifications	No	Yes	
32.	Technician (testing) qualifications and proof of registration with ECSA as a professional	No	Yes	
33.	Proven track records	No	Yes	
34.	Indemnity Insurance	No	Yes	
Category F: Fuel Testing and Quality Control				
35.	SANAS 17025 Accreditation for testing and calibration laboratories	No	Yes	
36.	Proven track records	No	Yes	
Category G: Project Management				
37.	Professional Construction Project Manager qualifications and proof of registration with SACPCMP as a Professional Construction Project Manager (Pr.CPM).	No	Yes	
38.	Proven track records	No	Yes	
Category H: Installation and Commissioning of Underground Storage Tanks				
39.	Mechanical Engineer and Piping Designer qualifications	No	Yes	
40.	Master Electrician qualifications	No	Yes	
41.	Artisan and Welder qualifications	No	Yes	
42.	Proven track records	No	Yes	
43.	Construction Industry Development Board (CIDB)	No	Yes	
44.	Bank Confirmation Letter	No	Yes	
45.	ISO 9001 certificate	No	Yes	
46.	Indemnity Insurance	No	Yes	



#	Document Name ¹	Included in the published bid document?	To be returned by the bidder?	Submitted
Category I: Installation and Commissioning of Above Ground Storage and Mobile Tanks				
47.	Civil and/or Mechanical Engineer or Piping Designer qualifications	No	Yes	
48.	Master Electrician qualifications	No	Yes	
49.	Artisan and Welder qualifications	No	Yes	
50.	Proven track records	No	Yes	
51.	Construction Industry Development Board (CIDB)	No	Yes	
52.	Bank Confirmation Letter	No	Yes	
53.	ISO 9001 certificate	No	Yes	
54.	Indemnity Insurance	No	Yes	
Category J: Rehabilitation And Spillage Clean-Up				
55.	Hazmat Technician qualifications	No	Yes	
56.	Proven track records	No	Yes	
57.	Bank Confirmation Letter	No	Yes	
58.	Indemnity Insurance	No	Yes	
Category K: Decommissioning of aboveground and underground bulk fuel storage tanks and associated infrastructure				
59.	Mechanical Engineer qualifications	No	Yes	
60.	Environmental Assessment Practitioner qualifications	No	Yes	
61.	Master Electrician qualifications	No	Yes	
62.	Artisan or Welder qualifications	No	Yes	
63.	Proven track records	No	Yes	
64.	Bank Confirmation Letter	No	Yes	
65.	Indemnity Insurance	No	Yes	
Category L: Design, supply, construction, refurbishment, and commissioning of the canopy and forecourt				
66.	Civil and Structural Engineer qualifications	No	Yes	
67.	Artisan or Welder qualifications	No	Yes	
68.	Proven track records	No	Yes	
69.	Construction Industry Development Board (CIDB)	No	Yes	
70.	Bank Confirmation Letter	No	Yes	
71.	ISO 9001 certificate	No	Yes	
72.	Indemnity Insurance	No	Yes	
PHASE 4: PRICE & SPECIFIC GOALS EVALUATION				
73.	Pricing Schedule (Annexure A)	Yes	Yes	
74.	Category Selection Form (Annexure B)	Yes	Yes	
OTHER BID DOCUMENT REQUIREMENTS				



#	Document Name ¹	Included in the published bid document?	To be returned by the bidder?	Submitted
75.	Company Profile	No	Yes	
76.	General Conditions of Contract	Yes	Yes	
77.	Special Conditions of Contracts	Yes	Yes	



SECTION A: INTRODUCTION AND TERMS OF REFERENCE

1. DESCRIPTION AND FORMAT OF THE BID

- 1.1 This bid is for the appointment of a panel of service providers for the supply, delivery, installation, commissioning, decommissioning, deinstallation, maintenance, repairs, and disposal of fuel tanks; leasing of electronic fuel management systems; and fuel analysis for bulk fuel infrastructure and fuel bowsers to the State for a period of 60 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 All contracts emanating therefrom will be subject to the General Conditions of Contract the Special Conditions of Contract (SCC) are supplementary to that of the General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 2.2 This bid is subject to all applicable industry-related legislation, particularly the legislation stated below:
- a. National Environmental Management Act, Act 107 of 1998 as amended and its regulations.
 - b. Occupational Health and Safety Act No 85 of 1993 as amended and its regulations.
 - c. Hazardous Substances Act No. 15 of 1973 as amended and its regulations.
 - d. Mineral and Petroleum Resources Development Act 28 of 2002 as amended and its regulations.
 - e. National Building Regulations and Building Standards Act 103 of 1977 as amended and its regulations.
 - f. Waste Act 59 of 2008 as amended and its regulations.



- g. Petroleum Products Act (Act 120 of 1977) as amended and its regulations.
- h. Act 38 of 2000, the Construction Industry Development Board Act as amended and its regulations.
- i. Relevant Municipal by laws as amended and its regulations.
- j. National Fire Protection Association 472 as amended and its regulations.
- k. National Road Traffic Act of 1996 as amended and its regulations.

3. OBJECTIVE OF THE BID

- 3.1 To establish the RT83-2026RA transversal contract for the appointment of a panel of service providers for the supply, delivery, installation, commissioning, decommissioning, deinstallation, maintenance, repairs, and disposal of fuel tanks; leasing of electronic fuel management systems; and fuel analysis for bulk fuel infrastructure and fuel bowsers to the State for a period of 60 months.
- 3.2 For the promotion of historically disadvantaged individuals as per the specific goals (maximum 10 points) allocated in terms of the Preferential Procurement Regulations 2022 issued according to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).

4. BRIEFING SESSION

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

Venue: Microsoft Teams. The link to register and attend the briefing session is included on the National Treasury website and e-tenders. Bidders can click on the link below to access the briefing session:

Link: [RT83-2026RA Briefing Session](#)

Date: 27 October 2026

Time: 10h00 am

- 4.2 The bid information session is not compulsory but will provide bidders with an opportunity to obtain clarity on certain aspects of the procurement process as set out in this bid 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. TERMS OF REFERENCE

5.1 INTRODUCTION

5.2 The RT83-2026RA bid is for appointment of a panel of service providers for the supply, delivery, installation, commissioning, decommissioning, deinstallation, maintenance, repairs, and disposal of fuel tanks; leasing of electronic fuel management systems; and fuel analysis for bulk fuel infrastructure and fuel bowsers for the period of sixty (60) months.

5.3 SCOPE OF WORK

5.3.1 The bidder must indicate the category/categories that they have capacity and capability to render services in on Annexure B. A bid will be considered responsive if it addresses the scope of work below as well as the minimum requirements and the End User Requirements. A bid that does not address the scope of services will be disqualified and considered non-responsive.

5.3.2 Categories A to F will be awarded to the bidder(s) achieving the highest points in accordance with the prescribed evaluation and adjudication process. No panel of service providers will be established for these categories. Categories G to L will be awarded through the appointment of a panel of service providers.

5.3.3 Bidders must complete the pricing schedule as follows:

5.3.3.1 For Categories A to F, bidders must clearly indicate the specific item(s) for which they are submitting bids.

5.3.3.2 For Categories G to L, bidders must clearly indicate the category or categories for which they are applying to be appointed to the panel.

5.3.3.3 Bidders may bid for one or multiple items under Categories A to F and/or one or multiple categories under Categories G to L, provided they meet all the applicable requirements for each selected item or category.

Table 2: Category Description

#	CATEGORY	CATEGORY DESCRIPTION AND SCOPE OF WORK
1	Category A	Lease of Fuel Management, Monitoring System and Supply of Handheld Density Meters
2	Category B	Supply, Delivery, Installation and Commissioning of Fuel Dispensing Equipment
3	Category C and C1	Supply, Delivery, Installation, Maintenance and Servicing and Commissioning of Fire Protection



#	CATEGORY	CATEGORY DESCRIPTION AND SCOPE OF WORK
4	Category D and D1	Supply, Delivery, Installation, Maintenance and Servicing and Commissioning of Lightning Protection System
5	Category E	Maintenance and Repairs
6	Category F	Fuel Testing and Quality Control
7	Category G	Project Management
8	Category H	Supply, Delivery, Installation and Commissioning of Underground Storage Tanks
9	Category I	Supply, Delivery, Installation and Commissioning of Above Ground Storage and Mobile Tanks
10	Category J	Rehabilitation And Spillage Clean-Up
11	Category K	Decommissioning of aboveground and underground bulk fuel storage tanks and associated infrastructure
12	Category L	Design, supply, construction, refurbishment, and commissioning of the canopy and forecourt

5.3.4 Category A: Lease of Fuel Management, Monitoring System and Supply of Handheld Density Meters.

- 5.3.4.1 The appointed service provider shall be responsible for the supply, delivery, installation, configuration, testing, commissioning, calibration and handover of a fully functional Fuel Management and Monitoring System, including the supply of Handheld Density Meters.
- 5.3.4.2 The Service Provider shall provide all hardware, software, licences, accessories and ancillary equipment necessary for the complete operation of the system, including but not limited to, fuel level sensors, fuel dispensing units, tank monitoring devices, control terminals, and communication modules.
- 5.3.4.3 The Service Provider shall supply handheld density meters. compliant with applicable standards, including but not limited to ISO 12185, ISO 9001 and ASTM D7777. The density meter must be capable of accurately measuring the density of petroleum products and shall be supplied with a valid calibrated certificate traceable to a recognised accredited body.



- 5.3.4.4 The Service Provider shall complete delivery, installation and commissioning within thirty (30) calendar days from receipt of an official order, unless otherwise agreed in writing by the participating department.
- 5.3.4.5 The implementation process shall include, as a minimum, timely delivery to the designated site(s), conducting site readiness assessments, and installing the system in accordance with relevant safety and technical standards.
- 5.3.4.6 The system shall integrate with existing fuel infrastructure and provide real-time monitoring, accurate fuel dispensing, tracking, and reporting capabilities.
- 5.3.4.7 All equipment supplied shall be protected against electromagnetic interference and electrical surges and shall comply with IEC 60601-1-2.
- 5.3.4.8 Following installation, the Service Provider shall commission the system by performing configuration, calibration, functional testing, and submit all relevant documentation, including a commissioning report, calibration certificate and test results.
- 5.3.4.9 The Bidder shall provide a service booklet indicating the following:
- a) Recommended service interval of the unit and servicing procedure.
 - b) Spare parts must be locally available.
 - c) The Bidder must provide an after-sales service as well as calibration of measuring equipment.
- 5.3.4.10 The Bidder shall provide a comprehensive user training, operating manuals, maintenance manuals and technical support for the duration of the contract.
- 5.3.4.11 All components supplied shall comply with applicable industry standards, including SABS, ISO 9001 and SANS, be tamper-proof, and be capable of generating comprehensive audit trails and detailed usage reports.
- 5.3.5 **Category B: Supply, Delivery, Installation and Commissioning of Fuel Dispensing Equipment**
- 5.3.5.1 The Service Provider shall be responsible for the supply, delivery, installation, and commissioning of fuel dispensing equipment designed for the accurate and efficient dispensing of fuel at designated sites.
- 5.3.5.2 This includes the provision of fuel dispensers, nozzles, hoses, meters, filters, control systems, and all necessary accessories and fittings.



- 5.3.5.3 The equipment supplied shall comply with applicable industry standards and regulatory requirements including but not limited to SANS 10089-3, SANS 10142-1, ISO 9001 and must be compatible with the type of fuel to be dispensed .
- 5.3.5.4 "All fuel dispensing equipment supplied shall comply with applicable international and South African national standards, including but not limited to ISO 9001, OIML R117, IEC 60079, and SANS 10089-3.
- 5.3.5.5 The Service Provider shall deliver the equipment to the designated site, perform all installation work and ensure integration with existing fuel infrastructure. All electrical and mechanical components shall be installed safely and in accordance with applicable standards, manufacturer specifications and statutory requirements.
- 5.3.5.6 Commissioning activities shall include but not limited calibration, performance testing, safety checks, and verification of functionality.
- 5.3.5.7 The Service Provider must provide all relevant documentation including operation manuals, calibration certificates, warranty documents, and a commissioning report.
- 5.3.5.8 The Service Provider must provide comprehensive training to designated personnel on the operation, maintenance, safety procedures and basic troubleshooting of the equipment as part of the handover process.
- 5.3.6 **Category C: Supply, Delivery, Installation, Commissioning, Maintenance and Servicing of Fire Protection**
- 5.3.6.1 The Service Provider shall be responsible for the supply, delivery, installation, commissioning, maintenance, and servicing of complete fire protection systems in accordance with all applicable safety standards and fire regulations, including but not limited to (SANS 10400-T, SANS 10105-1 and SANS 10139).
- 5.3.6.2 The scope of work shall include the provision and setup of all necessary components such as fire detection and alarm systems, fire suppression systems (sprinklers, gas, foam, or water mist), fire hydrants, hose reels, portable fire extinguishers suitable for chemicals/electrical, control panels, and associated piping and electrical connections.
- 5.3.6.3 The Service Provider shall ensure safe delivery and secure installation of all equipment at designated locations and ensure full system integration and operational testing.
- 5.3.6.4 Commissioning must include functional and safety testing of all devices and components, certification of compliance, and submission of commissioning reports.



- 5.3.6.5 In addition, the provider will be responsible for the maintenance of new and existing equipment including scheduled maintenance and servicing of the fire protection systems to ensure continued reliability and compliance, including routine inspections, refilling or replacing extinguishers, maintenance of alarm systems, and repairing or replacing faulty components.
- 5.3.6.6 All work shall be carried out by suitably qualified, competent and certified personnel and shall be planned and executed in a manner that minimises disruption to the operations of the participating department.
- 5.3.6.7 The Service Provider shall maintain and provide all relevant documentation such as service logs, compliance certificates, and maintenance schedules must be provided and maintained.
- 5.3.7 **Category D: Supply, Delivery, Installation, Commissioning, Maintenance and Servicing of Lightning Protection System**
- 5.3.7.1 The Service Provider shall be responsible for the supply, delivery, installation, commissioning, maintenance and servicing of a complete lightning protection system designated to safeguard infrastructure, equipment, and personnel from lightning-related hazards.
- 5.3.7.2 The scope of work shall include supply, installation, testing, commissioning, maintenance, and servicing of all components required for a fully functional lightning protection system such as air terminals (lightning rods), down conductors, earthing systems, surge protection devices, bonding materials, and associated accessories.
- 5.3.7.3 All equipment, materials and installation works shall comply with applicable national and international standards, including but not limited to (SANS 10313 and SANS 62305, ISO 9001, SANS 62561, SANS 10142-1-2 and IEC 62305).
- 5.3.7.4 The Service Provider shall ensure proper delivery and secure installation of the system at designated sites, including testing of earthing resistance and system continuity.
- 5.3.7.5 Commissioning must involve comprehensive system inspection, performance verification, and submission of compliance and test certificates as part of the handover process.
- 5.3.7.6 In addition, the service provider will be responsible for the maintenance of new and existing equipment including routine maintenance and servicing of the lightning protection system, which includes inspection of components for wear or damage, testing of resistance levels, tightening of connections, and replacement of worn parts to maintain system integrity and functionality as per the user requirement.



5.3.7.7 All services must be performed by suitably qualified, competent and certified personnel in accordance with safety regulations, and full documentation such as service reports, compliance certificates, and maintenance schedules must be submitted and maintained.

5.3.8 **Category E: Repairs and Maintenance**

5.3.9 The Service Provider will be responsible for Maintenance and Repairs.

5.3.10 The Service Provider shall be responsible for performing the following maintenance work: external inspection of both above-ground, underground storage tanks and fuel bowser; tank integrity testing; internal tank cleaning; inspection and servicing of tank ancillary equipment including valves and strainers; fuel dispensing and metering pumps; pipework for both secondary containment systems and single-wall pipework; leak prevention, containment, and leak detection systems, including contents measurement, wet stock control, and monitoring; tank gauging systems; drainage systems and oil-water separators; electrical installation and equipment for both hazardous and non-hazardous areas; repainting, corrosion protection; lightning protection; fire protection systems and cathodic protection for underground tanks (if installed).

5.3.11 The Service Provider shall provide detailed reports of all inspections, tests and maintenance activities, repairs and certification conducted on any components or system covered under this contract. Such records shall be retained for a minimum period of five (5) years from the date of issue and shall be made available to the participating department upon request.

5.3.12 The bidder shall provide a service booklet outlining the recommended service intervals, preventative maintenance requirements, servicing procedures for the unit, fault reporting procedures and emergency contact details.

5.3.13 All testing and servicing must be conducted within South Africa.

5.3.14 **Category F: Fuel Testing and Quality Control**

5.3.14.1 The Service Provider will be responsible for conducting comprehensive fuel testing and quality control services to ensure that all fuel products meet the required national and international specifications and standards including but not limited to (SANS, ISO 9001).

5.3.14.2 The scope of work includes the collection of fuel samples from designated sites or storage facilities, performing laboratory analysis to assess key quality parameters such as density, viscosity, flash point, sulphur content, water contamination, sediment presence, and overall product stability.



- 5.3.14.3 The service provider must use SANAS accredited testing laboratories and ensure proper handling and transportation of samples to maintain integrity.
- 5.3.14.4 Results must be documented in detailed test reports that clearly indicate compliance or deviations from accepted standards. In cases of non-compliance, the provider must notify the client immediately and recommend corrective actions.
- 5.3.14.5 Additionally, the provider may be required to conduct periodic on-site inspections, verify fuel handling practices, and offer expert advice on maintaining fuel quality.
- 5.3.14.6 All records of testing must be maintained for auditing purposes, and the service must comply with relevant environmental, health, and safety regulations.

5.3.15 **Category G: Project Management**

- 5.3.15.1 The appointed service provider will be responsible for providing comprehensive project management services to ensure the successful planning, execution, monitoring, and completion of the project in accordance with the agreed objectives, timelines, and budget.
- 5.3.15.2 The service provider will support the user department in sourcing the suitable service provider (as per the following Categories H, I, J, K and L) to perform required service within the panel on this contract within the prescribed regulations.
- 5.3.15.3 The scope includes developing a detailed project plan, defining milestones, managing resources, coordinating all stakeholders, and ensuring compliance with applicable regulations and standards.
- 5.3.15.4 The project manager will oversee procurement, risk management, quality control, and communication throughout the project lifecycle.
- 5.3.15.5 Regular progress reports, budget updates, and risk assessments must be submitted to the client.
- 5.3.15.6 The service provider must also facilitate meetings, resolve issues promptly, and ensure that all deliverables are completed on time, within scope, and to the required quality standards.
- 5.3.15.7 Upon completion, a close-out report and lessons-learned documentation must be provided, along with recommendations for future improvements.

5.3.16 **Category H: Supply, Delivery, Installation and Commissioning of Underground Storage Tanks**

- 5.3.16.1 The appointed service provider will be responsible for the supply, delivery, installation, and commissioning of underground storage tanks (USTs) suitable for the safe storage of fuel.



- 5.3.16.2 This includes providing all necessary components such as tanks, access manholes, tank ventilation, associated pipework, overfill prevention devices and leak detection systems.
- 5.3.16.3 The provider must ensure the tanks comply with all relevant industry standards including but not limited to (e.g. SANS 100893, SANS 1535 and ISO 9001) and are compatible with the intended product. Delivery must be made to the specified site(s) in accordance with the project timeline.
- 5.3.16.4 The Service Provider will be required to supply and execute drawings/plans and approved by relevant authorities (Municipal Bylaws), site preparation, excavation, tank placement, backfilling, anchoring (where required), and installation of all associated equipment in line with safety and environmental regulations.
- 5.3.16.5 Commissioning must include system testing, calibration of leak detection systems, pressure and integrity testing of tanks and pipelines, and full operational verification.
- 5.3.16.6 The service provider must also provide detailed commissioning reports, as well as drawings, operation manuals, and warranty documentation.
- 5.3.16.7 The bidder is also required to provide a service booklet outlining the recommended service intervals and servicing procedures for the unit.
- 5.3.16.8 The bidder must provide training for relevant personnel as part of the handover process.
- 5.3.17 **Category I: Supply, Delivery, Installation and Commissioning of Above Ground Storage and Mobile Tanks**
- 5.3.17.1 The appointed service provider will be responsible for the supply, delivery, installation, and commissioning of above-ground storage tanks and mobile tanks designed for the safe storage and handling of fuel.
- 5.3.17.2 The Service Provider will be required to supply and execute drawings/plans and approved by relevant authorities (Municipal Bylaws), site preparation, excavation, tank placement, backfilling, anchoring (where required), and installation of all associated equipment in line with safety and environmental regulations.
- 5.3.17.3 This includes the provision of all required components such as tanks, structural supports, valves, pumps, piping, overfill protection devices, leak detection systems, and associated accessories. All equipment must comply with all applicable national and international standards (e.g. SANS 10131, SANS 10089-1 and 3, ISO 9712/API 577 and ISO 9001) and be suitable for the intended use and environment.



- 5.3.17.4 The Service Provider must ensure safe transportation and proper placement of the tanks at the designated sites, including surface preparation, secure anchoring, and connection to dispensing systems or existing infrastructure where necessary.
- 5.3.17.5 Commissioning must include system testing, calibration, pressure and integrity tests, and verification of operational readiness.
- 5.3.17.6 The service provider must submit all relevant documentation including operation manuals, compliance certificates, as well as drawings, and warranty documents.
- 5.3.17.7 The bidder is also required to provide a service booklet outlining the recommended service intervals and servicing procedures for the unit.
- 5.3.18 The bidder must provide training for relevant personnel as part of the handover process.
- 5.3.19 **Category J: Rehabilitation And Spillage Clean-Up**
- 5.3.19.1 The appointed service provider will be responsible for the rehabilitation of existing infrastructure or facilities to restore them to a safe, functional, and compliant condition in line with applicable standards/acts.
- 5.3.19.2 Transport waste in accordance with Government Notice R. 225 to the National Road Traffic Act of 1996 and comply with all applicable national and international standards (e.g. SANS 10228, 10229, 10231, 10406 and 10206) and client requirements.
- 5.3.19.3 The scope of work includes assessing the current state of the asset, identifying defects or areas of deterioration, and developing a rehabilitation plan that outlines the necessary repair, replacement, or restoration activities.
- 5.3.19.4 The Service Provider must supply all required materials, equipment, and skilled labour to execute the rehabilitation work efficiently and safely.
- 5.3.19.5 This may include structural repairs, surface restoration, component replacements, repainting, corrosion protection, drainage improvements, and upgrades to meet health, safety, and environmental standards.
- 5.3.19.6 The Service Provider will be expected to ensure minimal disruption to ongoing operations (where applicable), maintain proper site management practices, and comply with all regulatory requirements.
- 5.3.19.7 Upon completion, the Service Provider must conduct final inspections, submit completion reports, and provide any warranties, certifications, and user guidance as required.



5.3.20 Category K: Decommissioning of aboveground and underground bulk fuel storage tanks and associated infrastructure

- 5.3.20.1 The appointed Service Provider will be responsible for the safe and compliant decommissioning of equipment, infrastructure, or facilities as specified by the client.
- 5.3.20.2 The appointed service provider will be responsible for the safe, environmentally compliant, and complete decommissioning of aboveground and underground bulk fuel storage tanks and their associated infrastructure.
- 5.3.20.3 The scope includes conducting a detailed site assessment, preparing a decommissioning plan in accordance with applicable environmental, health, and safety regulations (e.g. SANS 10089-1-3, ISO 14001, and Municipal Bylaws), and obtaining any necessary permits.
- 5.3.20.4 The Service Provider must safely drain and remove any remaining fuel and vapour residues, clean and gas-free the tanks, and ensure proper disposal of all hazardous materials through certified waste management services.
- 5.3.20.5 The decommissioning process must include the disconnection and removal of associated infrastructure such as fuel pumps, dispensers, pipelines, electrical connections, tank monitoring systems, and containment structures.
- 5.3.20.6 Where required, tanks may need to be excavated (for underground systems) or dismantled on-site (for aboveground systems) using appropriate equipment and methods.
- 5.3.20.7 The Service Provider must also carry out environmental assessments such as soil and groundwater testing to confirm there is no contamination and provide remediation if needed.
- 5.3.20.8 Once decommissioning is complete, the site must be restored to a safe and clean condition, with all works documented through detailed reports, waste disposal certificates, gas-free certificates, and photographic evidence of each stage of the process.

5.3.21 Category L: Canopy and Forecourt

- 5.3.21.1 The appointed Service Provider will be responsible for the design, supply, construction, refurbishment, and commissioning of the canopy and forecourt area in accordance with project specifications and applicable safety and building standards (SANS 10400).
- 5.3.21.2 The scope includes site preparation, demolition of existing structures (if applicable), structural works for canopy columns and roofing, electrical wiring for lighting and signage, and installation of drainage and stormwater management systems.



- 5.3.21.3 The forecourt works must include paving, curbing, surface finishes, line marking, fuel island construction (if applicable), and integration of utility connections such as water, power, and fuel piping.
- 5.3.21.4 The canopy must be structurally sound, weather-resistant, and fitted with compliant lighting systems for visibility and safety.
- 5.3.21.5 All construction activities must be carried out in a manner that minimizes disruption to surrounding operations and ensures compliance with occupational health, safety, and environmental regulations.
- 5.3.21.6 Upon completion, the Service Provider must submit all required certifications, including structural safety certificates, as well as drawings, operation manuals, and warranty documents.

5.4 **TECHNICAL SPECIFICATIONS REQUIREMENTS**

- 5.4.1 The detailed technical specification requirements for this bid are contained in **Annexure C** and relate to the appointment of a panel of service providers for bulk fuel infrastructure including bowsters: supply, delivery, repairs and maintenance, electronic fuel management system, fuel analysis and the appointment of a panel of service providers for bulk fuel infrastructure for the supply, delivery, installation, commissioning, deinstallation, decommissioning and disposal, to the state for the period of 60 months.
- 5.4.2 The bid consists of twelve (12) categories, which are grouped into two (2) sections as follows.
- 5.4.2.1 Section A: six (6) categories containing pricing with a total of four hundred and five (405) line items for which bidders are required to submit pricing.
- 5.4.2.2 Section B: six (6) categories for the appointment of a panel of service providers to provide specialised services related to bulk fuel infrastructure and associated systems. These categories fall under Categories G to L, for which pricing is not required. The summary details of the categories are as follows:

Table 3: Summary of Technical Specification Categories

#	Section	Category	Description	# of Items
1.	A	A	Lease of Fuel Management, Monitoring System and Supply of Handheld Density Meters	18
2.		B	Supply, Delivery and Installation of Fuel Dispensing Equipment's	36



#	Section	Category	Description	# of Items
3.		C and C1	Supply, Delivery, Installation, Maintenance, Servicing and Commissioning of Fire Protection	279
4.		D and D1	Supply, Delivery, Installation, Maintenance, Servicing and Commissioning of Lightning Protection System	54
5.		E	Repairs and Maintenance	27
6.		F	Fuel Testing and Quality Control	9
Total Number of items				405

Table 4: Summary of Technical Specification Categories for a Panel of Service Providers

#	Section	Category	Description
7	B	Category G	Project Management
8		Category H	Supply, Delivery, Installation and Commissioning of Underground Storage Tanks
9		Category I	Supply, Delivery, Installation and Commissioning of Above Ground Storage and Mobile Tanks
10		Category J	Rehabilitation and Spillage Clean-Up
11		Category K	Decommissioning of aboveground and underground bulk fuel storage tanks and associated infrastructure
12		Category L	Design, supply, construction, refurbishment, and commissioning of the canopy and forecourt



SECTION B: CONDITIONS OF BID

6. PART 1: EVALUATION CRITERIA

6.1 The details of the evaluation phases are outlined below:

Table 5: Evaluation Criteria

Phase 1	Phase 2	Phase 3	Phase 4
Mandatory requirement	Administration and legislative Requirements	Technical Compliance	Price and Specific Goals
Compliance with mandatory requirement	Compliance with the Administration documents requirements	Compliance with the technical specifications' requirements	Bids evaluated in terms of the 90/10 preference system

6.1.1 The State may conduct due diligence and/or site visit during any of the evaluation phases to confirm the information submitted by the bidder.

6.2 PHASE 1: MANDATORY REQUIREMENTS

6.2.1 Bidders' must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During this phase bidders' responses will be evaluated against the mandatory requirements for compliance. Bidders who fail to comply with the mandatory criteria will be disqualified.

6.2.2 Pricing Schedule

6.2.2.1 The pricing schedule (Annexure A) forms an integral part of the bid document. Bidders must complete and submit the Pricing schedule in the prescribed format and may not alter its structure.

6.2.2.2 The prescribed structure, formulas, line items and format of the XLSX file may not be altered.

6.2.2.3 Bidders must indicate the category or categories for which they are submitting a bid by completing the Category Selection Form (Annexure B) contained in this bid document.

6.2.2.4 Bidders shall only complete and submit the pricing schedule (Annexure A) applicable to the category or categories selected.

6.2.2.5 For Categories A to F, bidders must complete all pricing information and line items contained in the applicable Pricing Schedule. Failure to provide pricing for any mandatory line item may result in the bid being deemed non-responsive for the relevant category.



Where items are grouped as a series, bidders must quote for all items within the series, failing which the bid for that series may not be considered for evaluation.

- 6.2.2.6 Categories G to L are not subject to price evaluation and will be evaluated on compliance with the specified technical requirements only. Bidders are not required to submit pricing. Where submission through the eTenders Portal requires the upload of a Pricing Schedule, bidders may submit a blank Pricing Schedule clearly marked "Not Applicable".
- 6.2.2.7 Bid prices submitted for Categories A to F must be inclusive of all applicable costs, including Value Added Tax (VAT).
- 6.2.2.8 All prices must be quoted in South African Rand (ZAR) and rounded off to two (2) decimal places.
- 6.2.2.9 Bidders may submit bids for one or more categories. Compliance with the technical, functional, and returnable document requirements will be assessed only against the category or categories selected by the bidder.
- 6.2.2.10 Failure to submit a duly completed Pricing Schedule for Categories A to F shall result in the bid being deemed non-responsive for the relevant category. Bidders submitting bids for Categories G to L are not required to provide pricing; however, they must submit a blank Pricing Schedule marked "Not Applicable" where required for submission through the eTenders Portal.

6.3 **PHASE 2: ADMINISTRATION AND LEGISLATION REQUIREMENTS EVALUATION**

- 6.3.1 Bidders must submit the following documents below to comply with the policy to guide uniformity in procurement reform processes.
- 6.3.1.1 **SBD 1** – Invitation form to bid.
- 6.3.1.2 **Proof of Authority** – This is proof that the company representative has been given authority by the company to sign bid documents on their behalf as required on SBD 1.
- 6.3.1.3 **SBD 4** – Bidders Disclosure
- 6.3.1.4 **SBD 5 - NIPP**
- 6.3.1.5 **SBD 6.1** - Preference points claim form.
- 6.3.1.6 **TCD 13 and 13.1 - Authorization Declaration** - All bidders are required to complete the "Authorisation Declaration" (TCD 13 and TCD 13.1) for all relevant goods or services in full, sign it, and submit it together with the bid response. at the closing date and time of the bid invitation.



6.3.1.7 **Central Supplier Database** – Bidders are required to submit their Central Supplier Database report.

6.3.1.8 **Written Confirmation to disclose tax status** – Bidders must submit a Tax Pin issued by SARS. This tax pin is deemed as a confirmation that on an ongoing basis during the bid evaluation and the tenure of the transversal contract, the State may access the bidder's tax compliance status.

6.3.1.9 **Company registration documents issued by CIPC** - Bidder must submit proof of registration with the Companies Intellectual Property Commission (CIPC). In a case where the shareholding percentage is not indicated on the CIPC registration documents, an additional shareholding certificate issued by the relevant authority detailing the shareholding of the bidder must be submitted.

6.3.1.10 **Copy of Identity Document (Directors/Owners)** – Bidders are required to submit a copy of an identity document of the directors and/or owners.

6.3.1.11 Failure to submit the documents indicated above even after the bidder has been notified and given a maximum of seven calendar days to rectify may invalidate the bid.

6.4 **PHASE 3: TECHNICAL REQUIREMENT EVALUATION**

6.4.1 During this phase, bidders' responses will be evaluated against the applicable technical requirements and specifications for each item offered in the pricing schedule under categories.

6.4.2 Failure to comply with any applicable technical requirement or specification for a line item will result in that item being deemed non-responsive and excluded from further evaluation.

6.4.3 **TCD 13.2 Authorization Letter**

6.4.3.1 A Bidder that sources goods or services from a third party is required to submit an authorisation letter on the third-party letterhead outlining all relevant goods or services. The authorisation letter must include but is not limited to the following:

- a) List of item(s) number, item description and equipment name.
- b) Letter must be on a letterhead of a third party, dated and signed,
- c) Letter must be from the manufacture/subcontractor/partner of the relevant equipment, goods, or services.
- d) Letter must not be older than 30 days at the closing date and time of the bid,
- e) Have contact person's name, physical and postal address, telephone, and email details, and



f) All information on the letter must be in English.

6.4.3.2 Where an importer or distributor issues the Letter of Authorisation, the bidder must submit proof from the Original Equipment Manufacturer (OEM) confirming that the importer or distributor is authorised to distribute and/or import the manufacturer's products. This proof must form part of the Letter of Authorisation submitted by the bidder. Failure to submit the Letter of Authorisation together with the required supporting documentation at the bid closing date and time may result in the bid being deemed non-responsive.

6.4.3.3 The State reserves the right to verify any information supplied by the bidder in the authorisation letter 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.

6.4.3.4 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.

6.3.4 Technical Requirements for the categories:

Table 6 : Category A Leasing, Installation and Commissioning of Fuel Management, Monitoring System and Supply of Handheld Density Meters

Requirement	Minimum Requirement
Proven track records	- Bidders are required to submit a minimum of two (2) reference letters from previous clients confirming successful completion of similar projects involving the provision of Fuel Management and Monitoring Systems within the last five (5) years preceding the bid closing date. - The reference letter must be issued on the third party's official letterhead and must be dated and signed by a duly authorised representative. - The letter must include the names of both contracting parties, their physical and postal addresses, telephone numbers, email addresses, and the designation of the person signing the letter. In addition, the letter must provide a clear description of the project or services rendered, the contract duration, and the value of the contract.
ISO 9001 certificate	Bidders must submit valid ISO 9001 quality assurance certification at the bid closing date and time as proof of compliance for the products offered. The certification must be held by the Original Equipment Manufacturer (OEM) of the product.



Requirement	Minimum Requirement
Indemnity Insurance	- Bidders must submit proof of valid professional indemnity insurance with a minimum cover value of R5 million, issued by a registered insurer. Alternatively, bidders may submit a formal quotation from a registered insurer confirming the availability of such cover. - The insurance cover must be adequate to protect against potential claims, losses, damages, or liabilities arising from the performance of the contract. Where a quotation is submitted instead of an active policy, the successful bidder shall be required to provide proof that the insurance has been activated within thirty (30) calendar days of contract award.

Table 7 : Category B Supply, Delivery, and Installation of Fuel Dispensers

Requirement	Minimum Requirement
Proven track records	- Bidders are required to submit a minimum of two (2) reference letters from previous clients confirming the successful completion of similar projects involving the supply, installation, maintenance and support of Fuel Dispensing Equipment within the last five (5) years preceding the bid closing date. - The reference letter must be issued on the third party's official letterhead and must be dated and signed by a duly authorised representative. - The letter must include the names of both contracting parties, their physical and postal addresses, telephone numbers, email addresses, and the designation of the person signing the letter. In addition, the letter must provide a clear description of the project or services rendered, the contract duration, and the value of the contract.
ISO 9001 certificate	Bidders must submit valid ISO 9001 quality assurance certification at the bid closing date and time as proof of compliance for the products offered. The certification must be held by the Original Equipment Manufacturer (OEM) of the product.
Indemnity Insurance	Bidders must submit proof of valid professional indemnity insurance with a minimum cover value of R5 million, issued by a registered insurer. Alternatively, bidders may submit a formal quotation from a registered insurer confirming the availability of such cover.



Requirement	Minimum Requirement
	The insurance cover must be adequate to protect against potential claims, losses, damages, or liabilities arising from the performance of the contract. Where a quotation is submitted instead of an active policy, the successful bidder shall be required to provide proof that the insurance has been activated within thirty (30) calendar days of contract award.

Table 8: Category C and C1 Supply, Delivery, Installation, Maintenance and Servicing of Fire Protection

Requirement	Minimum Requirement
Proven track records	- Bidders are required to submit a minimum of two (2) reference letters from previous clients confirming the successful completion of similar projects involving the installation of Fire Protection and Forecourt Management systems within the last five (5) years preceding the bid closing date. - The reference letter must be issued on the third party's official letterhead and must be dated and signed by a duly authorised representative. - The letter must include the names of both contracting parties, their physical and postal addresses, telephone numbers, email addresses, and the designation of the person signing the letter. In addition, the letter must provide a clear description of the project or services rendered, the contract duration, and the value of the contract.
ISO 9001 certificate	Bidders must submit valid ISO 9001 quality assurance certification at the bid closing date and time as proof of compliance for the products offered. The certification must be held by the Original Equipment Manufacturer (OEM) of the product.
Indemnity Insurance	- Bidders must submit proof of valid professional indemnity insurance with a minimum cover value of R5 million, issued by a registered insurer. Alternatively, bidders may submit a formal quotation from a registered insurer confirming the availability of such cover. - The insurance cover must be adequate to protect against potential claims, losses, damages, or liabilities arising from the performance



Requirement	Minimum Requirement
	of the contract. Where a quotation is submitted instead of an active policy, the successful bidder shall be required to provide proof that the insurance has been activated within thirty (30) calendar days of contract award.

Table 9 : Category D and D1 Supply, Delivery, Installation, Maintenance and Servicing of Lightning Protection System

Requirement	Minimum Requirement
LPS designer	The bidder must submit proof of an Electrical Engineering qualification at NQF Level 7 or higher. A certified copy of the qualification certificate and/or degree must be included with the bid submission. The qualification must be in the name of the individual proposed to perform or oversee the electrical engineering aspects of the contract.
LPS Installer:	The bidder must have suitably qualified personnel with an NQF level 2 or 3 qualification in the installation, construction and testing of lightning protection systems. Proof of competence in the form of a valid certificate issued by the Earthing and Lightning Protection Association (ELPA) must be submitted with the bid.
Electrician:	The bidder must be registered as an Electrical Contractor with the Department of Employment and Labour in accordance with the Electrical Installation Regulations. A valid registration certificate or official registration letter issued by the Department of Employment and Labour must be submitted with the bid as proof of registration.
Proven track records	- Bidders are required to submit a minimum of two (2) reference letters from previous clients confirming the successful completion of similar projects involving the installation, maintenance and support of Lightning Protection Systems within the last five (5) years preceding the bid closing date. - The reference letter must be issued on the third party's official letterhead and must be dated and signed by a duly authorised representative. - The letter must include the names of both contracting parties, their physical and postal addresses, telephone numbers, email addresses, and the designation of the person signing the letter. In addition, the



Requirement	Minimum Requirement
	letter must provide a clear description of the project or services rendered, the contract duration, and the value of the contract.
ISO 9001 certificate	Bidders must submit valid ISO 9001 quality assurance certification at the bid closing date and time as proof of compliance for the products offered. The certification must be held by the Original Equipment Manufacturer (OEM) of the product.
Indemnity Insurance	- Bidders are required to submit proof of valid indemnity insurance or formal quotation to the value of R5 million for such insurance, issued by a registered insurer. - The insurance cover must be sufficient to protect against potential claims arising from the contract. The bidder will be required to submit proof of activation of such insurance within 30 days after the award of the contract.

Table 10: Category E Repairs and Maintenance

Requirement	Minimum Requirement
Civil and/or Mechanical Engineer:	- The bidder must submit proof of a Civil and/or Mechanical Engineering qualification at NQF Level 7 or higher and a valid registration with Engineering Council of South Africa (ECSA). - The civil engineer and/or mechanical engineer must be a registered Pr. Eng.
Master Electrician:	The bidder must submit an accredited and registered master electrician with the Department of Labour as Master Installation Electrician (MIE) in terms of the Electrical Installation Regulations and a valid certificate must be submitted.
Artisan or Welder:	The bidder must submit trade test certificate and qualifications for Artisan or Welder.
Technicians (testing)	The bidder must submit a suitably qualified technician that is trained in the Fuel testing. Proof of certificate and a valid registration with ECSA must be submitted
Proven track records	Bidders are required to submit a minimum of two (2) reference letters from previous clients confirming the successful completion of similar projects involving the maintenance and repair of fuel storage tanks within the last five (5) years preceding the bid closing date.



Requirement	Minimum Requirement
	- The reference letter must be issued on the third party's official letterhead and must be dated and signed by a duly authorised representative. - The letter must include the names of both contracting parties, their physical and postal addresses, telephone numbers, email addresses, and the designation of the person signing the letter. In addition, the letter must provide a clear description of the project or services rendered, the contract duration, and the value of the contract.
Indemnity Insurance	- Bidders must submit proof of valid professional indemnity insurance with a minimum cover value of R5 million, issued by a registered insurer. Alternatively, bidders may submit a formal quotation from a registered insurer confirming the availability of such cover. - The insurance cover must be adequate to protect against potential claims, losses, damages, or liabilities arising from the performance of the contract. Where a quotation is submitted instead of an active policy, the successful bidder shall be required to provide proof that the insurance has been activated within thirty (30) calendar days of contract award.

Table 11 : Category F Fuel Testing and Quality Control

Requirement	Minimum Requirement
SANAS Accreditation	- Bidders tendering for fuel analysis services must submit a valid SANAS-accredited ISO/IEC 17025 certificate with their bid at the closing date and time. - SANS 342 (diesel) and SANS 1598 (petrol) standards help ensure that your laboratory complies with ISO 17025 requirements. The holder of the certificate must be the bidder. - A SANAS 17025 certificate refers to accreditation provided by the South African National Accreditation System (SANAS) under the ISO/IEC 17025 standard. This standard specifies the general requirements for the competence of testing and calibration laboratories.
Proven track records	Bidders are required to submit a minimum of two (2) reference letters from previous clients confirming the successful completion of



	similar projects involving Fuel Testing and Quality Control services within the last five (5) years preceding the bid closing date. • The reference letters must confirm that the bidder has successfully completed similar work and possesses the necessary expertise in fuel testing, analysis, monitoring, and quality assurance. • The letter must be on the Third-Party letter head, dated and signed. Have the contracting parties, physical and postal address, telephone, email details and the capacity of the person is signing the letter. The description of the project, the duration and value of the contract.
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Table 12: Category G Project Management

Requirement	Minimum Requirement
Professional Construction Project Manager	• The bidder must submit a valid registration and certification for Professional Construction Project Management with South Africa South African Council for the Project and Construction Management Professions (SACPCMP). • The Project Manager must be registered as a Professional Construction Project Manager (Pr.CPM). A valid SACPCMP registration certificate must be submitted with the bid as proof of registration.
Proven track records	• Bidders must submit a minimum of three (3) reference letters from previous clients as evidence of experience in successfully undertaking at least three (3) projects of a similar nature, scope, and complexity to those specified under this category. • The following information should be contained in the letter: Confirmation by a third party for services rendered in the installation of bulk fuel tanks. The description of the project, the duration and value of the contract.

Table 13: Category H Supply, Delivery, Installation and Commissioning of Underground Storage Tanks

Requirement	Minimum Requirement
Mechanical Engineer and/or Piping Designer	• The bidder must submit proof of relevant qualifications for a mechanical engineer at NQF level 7 or higher and/or piping design, together with a valid registration certificate issued by the Engineering Council of South Africa (ECSA).



Requirement	Minimum Requirement
	The mechanical engineer and piping designer must be registered with in Pr. Eng. Pr. Technologist or Pr. Cert. Eng.
Master Electrician	- The bidder must employ or have access to an accredited and registered Master Installation Electrician (MIE) who is registered with the Department of Employment and Labour in terms of the Electrical Installation Regulations. - A valid Master Installation Electrician (MIE) registration certificate issued by the Department of Employment and Labour must be submitted with the bid as proof of registration.
Artisans or Welder	- The bidder must submit valid trade test certificate(s) issued by the Quality Council for Trades and Occupations (QCTO) for the relevant trade(s) applicable to the services required under this bid. - Copies of the certificates must be submitted as proof of the competency and qualifications of the proposed artisan(s).
Proven track records	Bidders are required to submit a minimum of two (2) reference letters from previous clients demonstrating experience in at least three (3) similar projects as specified in this category. The following information should be contained in the letter: Confirmation by a third party for services rendered in the installation of bulk fuel tanks. The description of the project, the duration and value of the contract.
Construction Industry Development Board (CIDB)	The bidders must be registered with CIDB for Grade 2 ME or higher/ Grade 2 CE, Grade 2 EB or higher. Valid and active status proof must be submitted.
Bank Confirmation Letter	- Bidders must submit a bank confirmation letter issued by a commercial bank registered with and accredited by the South African Reserve Bank as proof of financial capacity to undertake projects awarded under this contract. - The bank confirmation letter must: - Be issued on the bank's official letterhead; - Be signed by a duly authorised representative of the bank; - Not be older than thirty (30) days at the bid closing date;



Requirement	Minimum Requirement
	d) Confirm that the bidder has access to a minimum financial facility, funding arrangement or available credit of R2 million per province in which the bidder intends to provide services under this contract; and e) specify the confirmed amount and any applicable terms and conditions. - For purposes of this bid, a financial facility includes an approved overdraft, credit facility, revolving credit facility, funding arrangement or other financial accommodation available to the bidder. - Where a bidder elects to bid for more than one province, the bank confirmation letter must demonstrate access to financial facilities, funding arrangements, or available credit of not less than R2 million multiplied by the number of provinces for which the bidder has submitted a bid. Example: A bidder submitting bids for three (3) provinces must demonstrate access to financial facilities of at least R6 million, while a bidder submitting bids for five (5) provinces must demonstrate access to financial facilities of at least R10 million. - Acceptable proof shall be an original copy of the bank confirmation letter. - The State reserves the right to conduct financial due diligence and request additional supporting documentation where necessary, including verification of the bank confirmation letter with the issuing bank.
ISO 9001 certificate	Bidders must submit valid ISO 9001 quality assurance certification at the bid closing date and time as proof of compliance for the products offered. The certification must be held by the Original Equipment Manufacturer (OEM) of the product.
Indemnity Insurance	Bidders are required to submit proof of valid indemnity insurance or formal quotation to the value of R5 million for such insurance, issued by a registered insurer. The insurance cover must be sufficient to protect against potential claims arising



Requirement	Minimum Requirement
	from the contract. The bidder will be required to submit proof of activation of such insurance within 30 days after the award of the contract.

Table 14: Category I Supply, Delivery, Installation and Commissioning of Above Ground Storage and Mobile Tanks

Requirement	Minimum Requirement
Civil and/or Mechanical Engineer or Piping Designer	- The bidder must submit qualification for civil engineer and/or mechanical engineer or piping designer at NQF Level 7 or higher, who are registered with the Engineering Council of South Africa (ECSA) and a valid certificate must be submitted. - The civil engineer and/or mechanical engineer or piping designer must be a registered Pr. Eng. Pr. Technologist or Pr. Cert. Eng.
Master Electrician	The bidder must submit an accredited and registered master electrician with the Department of Labour as Master Installation Electrician (MIE) in terms of the Electrical Installation Regulations and valid certificate must be submitted.
Artisans or Welder	The bidder must submit trade test certificate(s) issued by Quality Council for Trades and Occupations (QCTO).
Proven track records	- Bidders are required to submit a minimum of three (3) reference letters from previous clients confirming the successful completion of similar projects involving the supply, delivery, installation and commissioning of above-ground storage tanks and mobile tanks within the last ten (10) years preceding the bid closing date. - The following information should be contained in the letter: Confirmation by a third party for services rendered in the installation of bulk fuel tanks. The description of the project, the duration and value of the contract.
Construction Industry Development Board (CIDB)	The bidders must be registered with CIDB for Grade 2 ME or higher/ Grade 2 CE, Grade 2 EB or higher. Valid and active status proof must be submitted.
Confirmation Letter	Bidders must submit a bank confirmation letter issued by a commercial bank registered with and accredited by the South



Requirement	Minimum Requirement
	African Reserve Bank as proof of financial capacity to undertake projects awarded under this contract. - The bank confirmation letter must: a) Be issued on the bank's official letterhead; b) Be signed by a duly authorised representative of the bank; c) Not be older than thirty (30) days at the bid closing date; d) Confirm that the bidder has access to a minimum financial facility, funding arrangement or available credit of R2 million per province in which the bidder intends to provide services under this contract; and e) specify the confirmed amount and any applicable terms and conditions - Where a bidder elects to bid for more than one province, the bank confirmation letter must demonstrate access to financial facilities, funding arrangements, or available credit of not less than R2 million multiplied by the number of provinces for which the bidder has submitted a bid. Example: A bidder submitting bids for three (3) provinces must demonstrate access to financial facilities of at least R6 million, while a bidder submitting bids for five (5) provinces must demonstrate access to financial facilities of at least R10 million. - Acceptable proof shall be an original copy of the bank confirmation letter. The State reserves the right to conduct financial due diligence and request additional supporting documentation where necessary.
ISO 9001 certificate	Bidders must submit valid ISO 9001 quality assurance certification at the bid closing date and time as proof of compliance for the products offered. The certification must be held by the Original Equipment Manufacturer (OEM) of the product.
Indemnity Insurance	Bidders are required to submit proof of valid indemnity insurance or formal quotation to the value of R5 million for such insurance, issued by a registered insurer. The insurance cover must be sufficient to protect against potential claims arising from the contract. The bidder will be required to submit proof of



Requirement	Minimum Requirement
	activation of such insurance within 30 days after the award of the contract.

Table 15: Category J Rehabilitation and Spillage Clean-Up

Requirement	Minimum Requirement
Hazmat Technicians	The bidder must submit qualification for Hazmat Technicians, trained in Dangerous Goods Handling and Spill response. Must be accredited in terms of the National Fire Protection Association 472.
Proven track records	- The bidders bidding for this service must submit reference letters, signed on a company letterhead, with contactable references, to confirm previous experience with at least three (3) similar projects as specified in this category. - The following information should be contained in the letter: Confirmation by a third party for services rendered for rehabilitation. The description of the project, the duration and value of the contract.
Confirmation Letter	- Bidders must submit a bank confirmation letter issued by a commercial bank registered with and accredited by the South African Reserve Bank as proof of financial capacity to undertake projects awarded under this contract. - The bank confirmation letter must: a) Be issued on the bank's official letterhead; b) Be signed by a duly authorised representative of the bank; c) Not be older than thirty (30) days at the bid closing date; d) Confirm that the bidder has access to a minimum financial facility, funding arrangement or available credit of R2 million per province in which the bidder intends to provide services under this contract; and e) specify the confirmed amount and any applicable terms and conditions - Where a bidder elects to bid for more than one province, the bank confirmation letter must demonstrate access to financial



Requirement	Minimum Requirement
	facilities, funding arrangements, or available credit of not less than R2 million multiplied by the number of provinces for which the bidder has submitted a bid. Example: A bidder submitting bids for three (3) provinces must demonstrate access to financial facilities of at least R6 million, while a bidder submitting bids for five (5) provinces must demonstrate access to financial facilities of at least R10 million. Acceptable proof shall be an original copy of the bank confirmation letter. The State reserves the right to conduct financial due diligence and request additional supporting documentation where necessary.
Indemnity Insurance	- Bidders are required to submit proof of valid indemnity insurance or formal quotation to the value of R5 million for such insurance, issued by a registered insurer. The insurance cover must be sufficient to protect against potential claims arising from the contract. - The bidder will be required to submit proof of activation of such insurance within 30 days after the award of the contract.

Table 16: Category K Decommissioning of aboveground and underground bulk fuel storage tanks and associated infrastructure

Requirement	Minimum Requirement
Mechanical Engineer	- The bidder must submit qualification for mechanical engineer at NQF Level 7 or higher, that are registered with Engineering Council of South Africa (ECSA) and valid certificate must be submitted. - The mechanical engineer must be a registered Pr. Eng. Pr. Technologist or Pr. Cert. Eng.
Environmental Assessment Practitioner	The bidder must submit the qualification and registration (EAPASA) for an Environmental Assessment Practitioner.
Master Electrician	The bidder must submit an accredited and registered master electrician with the Department of Labour as Master Installation Electrician (MIE) in terms of the



Requirement	Minimum Requirement
	Electrical Installation Regulations and valid certificate must be submitted.
Artisans or Welder	The bidder must submit trade test certificate(s) issued by Quality Council for Trades and Occupations (QCTO).
Proven track records	The bidders bidding for this service must submit reference letters, signed on a company letterhead, with contactable references, to confirm previous experience with at least three (3) similar projects as specified in this category. The following information should be contained in the letter: Confirmation by a third party for services rendered for decommissioning. The description of the project, the duration and value of the contract.
Confirmation Letter	- Bidders must submit a bank confirmation letter issued by a commercial bank registered with and accredited by the South African Reserve Bank as proof of financial capacity to undertake projects awarded under this contract. - The bank confirmation letter must: a) Be issued on the bank's official letterhead; b) Be signed by a duly authorised representative of the bank; c) Not be older than thirty (30) days at the bid closing date; d) Confirm that the bidder has access to a minimum financial facility, funding arrangement or available credit of R2 million per province in which the bidder intends to provide services under this contract; and e) specify the confirmed amount and any applicable terms and conditions - Where a bidder elects to bid for more than one province, the bank confirmation letter must demonstrate access to financial facilities, funding arrangements, or available credit of not less than R2 million multiplied by the number of provinces for which the bidder has submitted a bid. Example: A bidder submitting bids for three (3) provinces must demonstrate access to financial facilities of at least R6 million, while a bidder submitting bids for five (5) provinces



Requirement	Minimum Requirement
	must demonstrate access to financial facilities of at least R10 million. Acceptable proof shall be an original copy of the bank confirmation letter. The State reserves the right to conduct financial due diligence and request additional supporting documentation where necessary.
Indemnity Insurance	- Bidders are required to submit proof of valid indemnity insurance or formal quotation to the value of R5 million for such insurance, issued by a registered insurer. The insurance cover must be sufficient to protect against potential claims arising from the contract. - The bidder will be required to submit proof of activation of such insurance within 30 days after the award of the contract.

Table 17: Category L Canopy and Forecourt

Requirement	Minimum Requirement
Civil and Structural Engineer	- The bidder must submit qualification for civil and structural engineer at NQF Level 7 or higher, that are registered with Engineering Council of South Africa (ECSA) and valid certificate must be submitted. - The civil and structural engineer must be a registered Pr. Eng. Pr. Technologist or Pr. Cert. Eng.
Artisans or Welder	The bidder must submit trade test certificate(s) issued by Quality Council for Trades and Occupations (QCTO).
Proven track records	- The bidders bidding for this service must submit reference letters, signed on a company letterhead, with contactable references, to confirm previous experience with at least three (3) similar projects as specified in this category. - The following information should be contained in the letter: Confirmation by a third party for services rendered for canopy and forecourt. The description of the project, the duration and value of the contract.



Requirement	Minimum Requirement
Construction Industry Development Board (CIDB)	The bidders must be registered with CIDB for Grade 2 ME or higher/ Grade 2 CE or higher. Valid and active status proof must be submitted.
Confirmation Letter	- Bidders must submit a bank confirmation letter issued by a commercial bank registered with and accredited by the South African Reserve Bank as proof of financial capacity to undertake projects awarded under this contract. - The bank confirmation letter must: a) Be issued on the bank's official letterhead; b) Be signed by a duly authorised representative of the bank; c) Not be older than thirty (30) days at the bid closing date; d) Confirm that the bidder has access to a minimum financial facility, funding arrangement or available credit of R2 million per province in which the bidder intends to provide services under this contract; and e) specify the confirmed amount and any applicable terms and conditions - Where a bidder elects to bid for more than one province, the bank confirmation letter must demonstrate access to financial facilities, funding arrangements, or available credit of not less than R2 million multiplied by the number of provinces for which the bidder has submitted a bid. Example: A bidder submitting bids for three (3) provinces must demonstrate access to financial facilities of at least R6 million, while a bidder submitting bids for five (5) provinces must demonstrate access to financial facilities of at least R10 million. - Acceptable proof shall be an original copy of the bank confirmation letter. - The State reserves the right to conduct financial due diligence and request additional supporting documentation where necessary.
ISO 9001 certificate	Bidders must submit valid ISO 9001 quality assurance certification at the bid closing date and time as proof of



Requirement	Minimum Requirement
	compliance for the products offered. The certification must be held by the Original Equipment Manufacturer (OEM) of the product.
Indemnity Insurance	- Bidders are required to submit proof of valid indemnity insurance or formal quotation to the value of R5 million for such insurance, issued by a registered insurer. The insurance cover must be sufficient to protect against potential claims arising from the contract. - The bidder will be required to submit proof of activation of such insurance within 30 days after the award of the contract.

- 6.4.4 Failure to submit any technical document required for a category shall render the bid non responsive for that category.
- 6.4.5 For Categories A to F, only bidders whose submissions are found to be technically compliant during Phase 3 of the evaluation process shall proceed to Phase 4.
- 6.4.6 For Categories G to L, bidders whose submissions are found to be technically compliant during Phase 3 of the evaluation process shall qualify for inclusion on the panel of service providers, subject to meeting all other bid requirements. Bidders who qualify will be invited for a quotation as and when required.

6.5 **PHASE 4: PRICE AND SPECIFIC GOALS**

6.5.1 **Pricing Schedule and Structure Requirements**

- 6.5.1.1 Prices quoted must be furnished based on “delivered to State facility” country-wide inclusive of VAT.
- 6.5.1.2 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. Bidders are required to complete the Pricing Schedule as a response to how much the items offered will be charged.
- 6.5.1.3 Bidders are required to offer prices for all items specified in the series, and for all items within a group series. Failure to give an offer for any of the items in a group series will disqualify the bidder for all the items in the group series.
- 6.5.1.4 Due diligence on market-related pricing reasonability 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.

- 6.5.1.5 Conditional discounts offered will not be taken into consideration during evaluation.
- 6.5.1.6 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 may invalidate the bid.
- 6.5.1.7 The Pricing Schedule (**Annexure A**) must be submitted with the bid document in an Excel spreadsheet at the closing date and time of the bid.
- 6.5.1.8 Prices submitted in this bid must be filled in the field provided on the pricing schedule supplied with the bid. Price structures that do not comply with this requirement may invalidate the bid.
- 6.5.1.9 All units offered must be of the latest model – bidders should state the date of initial manufacture of the model range offered in the pricing schedule response field. All parts must be supplied new; no second-hand or refurbished parts will be accepted.
- 6.5.2 The equipment price quoted must be an all-inclusive amount with the following costs included:
 - a) The equipment amounts.
 - b) Lease amount
 - c) Pre-installation inspection Cost
 - d) Delivery Cost
 - e) Installation Cost (where applicable)
 - f) Commissioning of the equipment to be in a working condition after installation.
 - g) Training
 - h) Minimum 24 months warranty and guarantee.
 - i) Starter-pack consumables enabling the Equipment to function upon delivering and or commissioning.
 - j) All municipal approval cost.
- 6.5.2.2 The cost of the standard accessories, including the starter pack for accessories and consumables items indicated on the item technical specifications, must be included in the price of each equipment.
- 6.5.2.3 Minimum requirements for the standard accessories, including the starter pack for consumables, are indicated but are not limited to the provided detailed technical



specifications. The bidder must offer all starter pack consumables which will enable the equipment to be functional.

6.5.3 Warranty Periods and Repair of Equipment

6.5.3.1 The bidder must supply a letter confirming that all parts delivered and installed will carry a one-year warranty. In addition, the bidder must confirm that all workmanship will carry a warranty for 3 months on all work done.

6.5.3.2 The bidder must submit a two (2) year warranty against items delivered, poor workmanship or technical issues that may occur during operation. This must be all-inclusive and include, BUT NOT LIMITED TO, amongst others, ALL PARTS/MATERIALS. The two (2) years warranty must also include all quality check, quality assurance requirements, and software updates and upgrades to be included.

6.5.3.3 Failure to submit the required documents will result in the disqualification of the relevant component.

6.5.4 **Comprehensive Warranty and Guarantee** -The bid price must be inclusive of the warranty and guarantee of twenty-four (24) months, which will be effective from the date of commissioning and should cover all applicable maintenance.

6.5.5 **Maintenance Cost:** Maintenance costs encompass all expenses related to keeping the assets, facilities, and equipment in operational condition, including labour, materials, and other associated costs, once the warranty has lapsed.

6.5.5.1 The cost of maintenance will be evaluated for the sum of items. Failure to state the required cost of maintenance will result in the disqualification of the relevant component.

6.5.5.2 Optional accessories must be quoted separately on the provided pricing schedule.

6.5.5.3 The bidder must provide documented procedures for services, including the service interval of the purchased items.

6.5.5.4 The bidder must provide documented procedures for services, including the service interval of the purchased items.

6.5.5.5 The bidder must ensure that spare parts are locally available during the contract period.

6.5.5.6 The bidder must provide an after sales service as well as calibration of measuring equipment as and when required.

6.5.5.7 The bidder must provide all user manuals related to the product.

6.5.5.8 The bidder must retain records of all tests and certificates for a period of 5 years.



6.5.5.9 The bidder must provide details of technical work (Spare parts & Calibrations) involving the unit supplied.

6.5.6 Preferential Point System

6.5.6.1 The pricing evaluation will be in terms of the Preferential Procurement Regulations as per 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 based on:

- a) The bid price (Maximum of 90 points)
- b) Historically disadvantaged individuals as well as specific goals (maximum 10 points)

6.5.6.2 The following formula will be used to calculate the points for price out 90:

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

Where,

P_s = Points scored for the comparative price of the bid under consideration

P_t = Comparative price of a bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

6.5.6.3 The following goals will be used to calculate the points for specific goals out of 10 points

Table 18 : Specific Goals

GOALS	POINTS
Who was born after the introduction 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) but, due to the apartheid policy that had been to place would not have had a franchise in the national elections and or 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.	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) **SBD 6.1:** Bidders are required to complete the SBD 6.1 and 6.1(a) forms to claim preference points. Only a bidder who has completed and signed the declaration part of the SBD 6.1 and 6.1(a) preference points claim forms will be considered for



preference points.

- c) The bidder's Central Supplier Database (CSD) report, CIPC registration documents, and Identity Documents (ID) copies submitted will serve as proof of ownership and directorship of the company.
- d) 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 not be allocated with the points claimed.
- e) The State may, before a bid is adjudicated or at any time, require a bidder to submit any relevant additional supporting documents to substantiate claims it has made about preference.
- f) Points scored will be rounded off to the nearest 2 decimals.
- g) 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.
- h) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- i) 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.

6.5.6.4 The following formula must be applied to calculate the number of points out of 10 for specific goals:

$$PSSG = MPA \times \frac{POE}{100}$$

Where:

PSSG= Points scored for a specific goal

MPA = Maximum points allocated for a specific goal

PEO = Percentage of equity ownership by an HDI

6.5.6.5 **Specific goals with Proof of equity ownership requirements and related matters**

- a) The specific goals contemplated in the paragraph above and are related to equity ownership must be equated to the percentage of an enterprise or business owned by



individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

- b) If the percentage of ownership contemplated in the paragraph above changes after the closing date of the tender, the tenderer must notify the Office, and such tenderer will not be eligible for any preference points.
- c) Equity in private companies must be based on the percentage of equity ownership.
- d) Preference points may not be awarded to public companies and tertiary institutions.
- e) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- f) Documentation to substantiate the validity of the credentials of the trustees contemplated in the paragraph above must be submitted to the Office.
- g) A consortium or Joint Venture may claim points for specific goals, based on the percentage of the contract value managed or executed by individuals who are actively involved in the management or exercise control of the respective parties of the consortium or Joint Venture.
- h) A tenderer who does not submit proof of ownership may not be disqualified from the bidding process but will be allocated zero points for the relevant specific goals for ownership.

6.5.7 **Items Grouped as a Series**

6.5.7.1 Items grouped as a series in the Pricing Schedule shall be evaluated as a single group. Preference points for price shall be calculated based on the total group comparative price of all items within the Group Series. Bidders must submit a price for every item comprising the Group Series.

6.5.7.2 Items Grouped as a Series: The following line items shall be regarded as a single Group Series for evaluation and award purposes:



Table 19: Items Grouped as a Series

Group Series No:	Categories	Item Numbers
Group Series 01	C	RT83-03-01-01 to RT83-03-01-29
Group Series 02	C	RT83-03-02-01 to RT83-03-02-29
Group Series 03	C	RT83-03-03-01 to RT83-03-03-29
Group Series 04	C	RT83-03-04-01 to RT83-03-04-29
Group Series 05	C	RT83-03-05-01 to RT83-03-05-29
Group Series 06	C	RT83-03-06-01 to RT83-03-06-29
Group Series 07	C	RT83-03-07-01 to RT83-03-07-29
Group Series 08	C	RT83-03-08-01 to RT83-03-08-29
Group Series 09	C	RT83-03-09-01 to RT83-03-09-29
Group Series 01	D	RT83-04-01-01, RT83-04-02-01, RT83-04-03-01, RT83-04-04-01, RT83-04-05-01, RT83-04-06-01, RT83-04-07-01, RT83-04-08-01, RT83-04-09-01
Group Series 02	D	RT83-04-01-02, RT83-04-02-02, RT83-04-03-02, RT83-04-04-02, RT83-04-05-02, RT83-04-06-02, RT83-04-07-02, RT83-04-08-02, RT83-04-09-02
Group Series 03	D	RT83-04-01-03, RT83-04-02-03, RT83-04-03-03, RT83-04-04-03, RT83-04-05-03, RT83-04-06-03, RT83-04-07-03, RT83-04-08-03, RT83-04-09-03
Group Series 04	D	RT83-04-01-04, RT83-04-02-04, RT83-04-03-04, RT83-04-04-04, RT83-04-05-04, RT83-04-06-04, RT83-04-07-04, RT83-04-08-04, RT83-04-09-04

- 6.5.7.3 Bidders are required to submit pricing for all items within this Group Series. The items will not be evaluated individually, and preference points for price will be calculated on the aggregate comparative price of the entire Group Series. Failure to provide pricing for any item within the Group Series may render the bidder non-responsive for that Group Series.
- 6.5.7.4 Bidders seeking appointment under Category C1 or Category D1 must also bid for and qualify under Category C or Category D, respectively. Only bidders recommended for appointment under Category C or Category D shall be eligible for appointment under Category C1 or Category D1.
- 6.5.7.5 Bidders may bid for one or more Group Series. Where a bidder elects to bid for a Group Series, the bidder must submit prices for every item comprising that Group Series.
- 6.5.7.6 Failure to provide a price for any item within a Group Series shall render the bidder non responsive for the entire Group Series.



6.5.8 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.
- c) Failure to comply with this condition may invalidate the bid.

6.5.9 Cost Breakdown

- 6.5.9.1 Bidders are requested to submit the cost breakdown of their pricing for each item offered on the response fields allocated on the pricing schedule for each item offered. The cost breakdown submitted will be utilized during the price adjustment considerations.
- 6.5.9.2 Bidders should itemize 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.

Table 20: Example of Cost Breakdown

Cost-driver	% Total Cost
Imported raw material	30%
Local raw material	20%
Labour	15%
Transport	30%
Other (Indicate)	5%
The total % of the item	100%

6.5.10 Responsive Bids

- 6.5.10.1 Bidders are required to submit responsive bids by completing pricing and item information on the provided pricing schedule (Annexure A) for the individual items and required forms in selected categories A to F. Non-submission of the pricing schedule (Annexure A) will invalidate the bid response.
- 6.5.10.2 Bidders are required to submit responsive bids by demonstrating compliance with the prescribed technical requirements for the selected Categories G to L through the submission of all required technical information, supporting documentation and forms. Failure to submit the required technical information, supporting documentation and forms shall render the bid submission non-responsive for the selected category.

7. PART 2: ADDITIONAL BID REQUIREMENTS

7.1 TERMS AND CONDITIONS OF BID



7.1.1 Counter Conditions

- 7.1.1.1 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.
- 7.1.1.2 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.
- 7.1.1.3 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.
- 7.1.1.4 National Treasury, through its BEC, reserves the right to allow the participating department to utilise the appointed service providers within the nearest province.

7.1.2 Fronting

- 7.1.2.1 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 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.
- 7.1.2.2 The National Treasury, in ensuring that bidders lawfully conduct themselves, 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, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist.
- 7.1.2.3 Failure to do so by the bidder within 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 from conducting business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the National Treasury may have against the bidder concerned.

7.2 SUBMISSION OF BIDS

7.2.1 ONLINE BID SUBMISSION

- 7.2.1.1 Bidders must submit their bids online through the e-Tender Publication portal.



- 7.2.1.2 Manual or hard copy bids are not acceptable.
- 7.2.1.3 The online eTender publication portal can be accessed on the following link:
<https://www.etenders.gov.za/>
- 7.2.1.4 Bidders are to adhere to all the rules for the online bid submission.
- 7.2.1.5 Bidders' attention is drawn to the sequential submission format as per the checklist on Table 1.
- 7.2.1.6 The Technical Specifications (Annexure C) for Categories A -L and the Pricing Schedule (Annexure A) must be submitted in XLSX (Excel) format and not in any other format.
- 7.2.1.7 Non-compliance with online bid submission WILL invalidate the bidder's response.

7.3 **LATE BIDS**

- 7.3.1 Bids received after the closing date and time will NOT be accepted for consideration.

7.4 **COMMUNICATION AND CONFIDENTIALITY**

- 7.4.1 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 extend the validity period of the bid, if necessary.
- 7.4.2 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.
- 7.4.3 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.
- 7.4.4 All due care has been taken in connection with the preparation of this bid with accuracy but in cases where there is a contradiction that was presented before briefing sessions and the Special Conditions of Contract or Bid documents, the Bid documents will prevail.
- 7.4.5 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 to allow the National Treasury to consider what corrective action is necessary (if any).



- 7.4.6 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.
- 7.4.7 All communication between the bidder and the National Treasury TC office must be done in writing as per the Contact Details below.
- 7.4.8 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).
- 7.4.9 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 developing a response to this bid.

7.5 **CONTACT DETAILS**

- 7.5.1 **General:** - National Treasury, Office of the Chief Procurement Officer, Chief Directorate: Transversal Contracting, Private Bag x115, Pretoria, 0001. Physical address: 40 Madiba Street, corner Thabo Sehume and Madiba Streets, Pretoria
- 7.5.2 **Bid Enquiries:** All enquiries should be in writing to Demand.Acquisition3@treasury.gov.za /Nancy.Ravele@treasury.gov.za. The closing date for all enquiries is 6 November 2026. All inquiries beyond the closing date will 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 together with the master transversal agreement for appointment of a panel of service providers for bulk fuel infrastructure including bowzers: supply, delivery, repairs and maintenance, electronic fuel management system, fuel analysis and the appointment of a panel of service providers for bulk fuel infrastructure for the supply, delivery, installation, commissioning, deinstallation, decommissioning and disposal to the state, and the unsuccessful bidder(s) will be informed accordingly. The following paragraphs will be applicable when the BEC makes the recommendation to the BAC.



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.

8.4 **Multiple Award**

- 7.3.1 The State reserves the right to award the same item to more than one (1) bidder to address item availability and compatibility. The maximum number of bidders per item to be awarded will be at the discretion of BEC.

8.5 **Negotiations**

- 8.5.1 The State reserves the right to negotiate with the shortlisted bidders before or after the 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 may conduct due diligence 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 is verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.
- 8.6.2 The State also reserves the right to conduct any evaluation verifications before the final award or at any time during the transversal term contract period.

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.



SECTION C: CONDITIONS OF CONTRACT

9. CONCLUSION OF CONTRACT

- 9.1 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.
- 9.2 The Service Provider (s) shall be appointed in terms of this bid. The following will form part of the contract documents between the Parties as far as this RT83-2026RA is concerned:
- 9.2.1 Bid Documents
 - 9.2.2 Letter of Appointment
 - 9.2.3 Award Documents
 - 9.2.4 Transversal Contracting Agreement (TCA)
- 9.3 If there is any contradiction between the above-mentioned documents, the special conditions of the contract shall take precedence. For Section B, the term “service provider” shall refer to the preferred bidder appointed in terms of the RT83-2026RA transversal contract.

10. PARTICIPATING STATE INSTITUTIONS

- 10.1.1 This transversal contract RT83-2026RA is intended to be utilized by various organs of the State as listed below:

Table 21: Participating State Institutions

#	DEPARTMENT NAME
1.	National Health Laboratory Services
2.	Northwest Department of Public Works and Roads
3.	KwaZulu-Natal Department of Transport
4.	Limpopo Department of Public Works, Roads and Infrastructure
5.	City of Cape Town

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. STANDARDS/SPECIFICATIONS

- 12.1 Where applicable, bidders are required to ensure that the goods and services offered comply fully with the relevant South African National Standards (SANS), South African Bureau of Standards (SABS) specifications, and any applicable compulsory specifications.
- 12.2 Where specific specifications and/or standards are applicable for each item, the quality of products shall not be less than the requirements of the latest edition of such specifications and/or standards throughout the contract period.

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 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.

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 supplier and the relevant purchasing institution, National Treasury: Transversal Contracting must be contacted for corrective actions.
- 13.2.2 A supplier performance rating Form (to be provided for by the National Treasury after the bid award) will be instituted, and every supplier must complete it to ensure good performance.
- 13.2.3 End-user State institutions are required to report to the National Treasury on where supplier's performance is not satisfactory.
- 13.2.4 Successful suppliers 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. Suppliers 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 22: 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	=	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

14.2 Formula component definitions

14.2.1 Adjustable amount

14.2.1.1 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.

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 that 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 23: Contract Price Adjustment Cost Components

Cost Component	%
D1 – Imported Raw Material, Equipment & Components	
D2 - Local Raw Materials and Consumables	
D3 – Local Manufactured Products and Equipment	
D4 – Labour	
D5 – Transport, Freight and Logistics	
D6 – Overheads and Administration	
D7 – Plant, Tools and Specialised Equipment	
D8- Electrical and Mechanical Components and Materials	



TOTAL (Cost components must add up to 100%)	100
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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 24: Applicable Indices/References

Cost component	Index Publication	Index Reference
D1 – Imported Finished product (if applicable);	Reserve bank ROE publication/ Supplier / Manufacturer invoice(s) and remittance advice. ²	Documentary evidence to accompany the claim and ROE
D2 – Local Finished Product (Fuel Tanks, Bowsers, Electronic Fuel Management Systems)	Stats SA PPI (Final Manufactured Goods)	Specify Stats SA Table (e.g., Machinery & Equipment)
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 (Delivery of Tanks, Bowsers, Equipment)	Stats SA P0141 (CPI) Table E	Transport – Other Running Cost
D5 – Overheads (General Services, Admin)	Stats SA P0141 (CPI)	Table E – All Items OR specify relevant sub-index
D6 – Steel & Fabrication Inputs	SEIFSA Price & Index Pages (PIPS)	Specify SEIFSA Table for steel plates, sections, labour
D7 – Electrical & Mechanical Installation Inputs	Stats SA CPAP Work Groups (P0151.1)	Specify CPAP Work Group (e.g., Electrical Reticulation, Mechanical Services)
D8 – Other (Specialist Equipment, Software Licensing)	Stats SA PPI or CPI depending on nature	Specify Stats SA Table or relevant industry index

14.2.5 Base index date

14.2.6 The base index date for purposes of calculating price adjustments is the reference date from which all subsequent index movements will be measured. For this bid, the base index date

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.



is **October 2026**.

14.2.7 End index date.

14.2.7.1 The end index date is the predetermined date on which the applicable index will be measured and compared to the base index date for the purpose of calculating any price adjustment. In this bid, the end indices are defined in the next paragraph (Price Adjustment Periods).

14.2.8 Price adjustment periods

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

Table 25: Price Adjustment Periods

Adjustment Period	CPA application to reach the office by the following dates	End Index	Dates <i>from</i> which adjusted prices will become effective
1st Adjustment	01 February 2028	December 2027	01 March 2028
2nd Adjustment	01 February 2029	December 2028	01 March 2029
3rd Adjustment	01 February 2030	December 2029	01 March 2030
4th Adjustment	01 February 2031	December 2030	01 March 2031
5th Adjustment	01 February 2032	December 2031	01 March 2032

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

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

14.2.9.2 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.

14.2.9.3 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.

14.2.9.4 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.



14.2.9.5 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 26: CPA Rate of Exchange

Currency Name	Rates of exchange: 1 October 2025 to 30 September 2026
US Dollar	R16.56
Euro	R19.24
Pound	R22.20

14.2.9.6 Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period **1 October 2025 to 30 September 2026** using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates. Please refer to TCBD 14 (Procedure to download historical exchange rates from the Reserve Bank website) for instructions.

14.2.9.7 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 27: Rate of Exchange Average Periods

Adjustment	Average exchange rates for the period:
1 st Adjustment	1 October 2025 to 30 September 2026
2 nd Adjustment	1 October 2026 to 30 September 2027
3 rd Adjustment	1 October 2027 to 30 September 2028
4 th Adjustment	1 October 2028 to 30 September 2029
5 th Adjustment	1 October 2029 to 30 September 2030

14.2.10 General

14.2.10.1 Unless prior approval has been obtained from the National Treasury, Transversal Contracting, no adjustment in contract prices will be made.

14.2.10.2 Application for price adjustment must be accompanied by documentary evidence in support of any adjustment.

14.2.10.3 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.



14.2.10.4 If the supplier's CPA application, based on the above formula and parameters, differs from Transversal Contracting verification, Transversal Contracting will consult with the supplier to resolve the differences.

14.2.10.5 Bidders are referred to in the paragraph regarding counter conditions.

14.2.10.6 An electronic price adjustment calculator will be available on request from Transversal Contracting.

14.2.10.7 The State reserves the right to negotiate a price adjustment or not to grant any price adjustment.

15. UNDESIRABLE/IMPROPER PRACTICES

15.1 Abuse of the price adjustment provision

15.1.1 If a Service Provider has acted in a manner that is regarded as an abuse of the price adjustment provision, the State reserves the right to cancel the contract in terms of regulation 16A9.1(f)(i) of the Treasury Regulations, as the abuse of the price adjustment provision is regarded as a fraudulent activity.

15.1.2 The State also reserves the right to disregard a bid from the Service Provider for future contracts in terms of regulation 16A9.2(a) of the Treasury Regulations.

15.2 Collusive bidding or bid rigging

15.2.1 If a Service Provider is suspected of collusive or bid rigging, the State reserves the right to report the matter to the Competition Commission, and if found guilty, the State may:

15.2.2 Cancel the contract.

15.2.3 Disregard the bid of the Service Provider for any future contracts; or

15.2.4 Restrict the bidder or Service Provider from doing business with the State.

15.3 Fronting

15.3.1 If a Service Provider is suspected of fronting, the State reserves the right to report the matter to the Competition Commission, and if found guilty of any fronting, the State may:

15.3.2 cancel the contract in question.

15.3.3 disregard the bid of the Service Provider for any future contracts; or

15.3.4 Restrict the Service Provider from doing business with the State.

15.4 Underquoting



- 15.4.1 If during the tenure of the contract a Service Provider is suspected of underquoting that emanates from the bidding stage and, upon an internal investigation, it has been found that the Service Provider has engaged in a practice of under-quoting, the State reserves the right to:
- 15.4.1.1 cancel the contract in whole or in part.
 - 15.4.1.2 disregard the bid of the Service Provider for any future contracts; or
 - 15.4.1.3 Restrict the Service Provider from doing business with the State
 - 15.4.1.4 Other undesirable / improper practices.
- 15.4.2 Where, at any time during the execution of the contract, the State becomes aware of any information, allegation or evidence suggesting that the Service Provider has engaged, or is engaged, in any improper practice, whether in relation to this contract or any other procurement undertaken by any other organ of state, including but not limited to fraud, corruption, collusive conduct, fronting, bribery, submission of false or fraudulent documents, conflicts of interest, anti-competitive conduct, contract manipulation, or any other conduct that may compromise the integrity of public procurement or bring the public procurement system into disrepute, the State reserves the right to:
- 15.4.3 Investigate the matter or appoint any person or institution to conduct such investigation;
 - 15.4.4 Request the Service Provider to provide written representations and supporting information;
 - 15.4.5 Refer the matter to any competent authority or institution for investigation or enforcement; and
 - 15.4.6 Consider any findings, reports or evidence arising from such investigation.
- 15.4.7 Where, following such investigation or consideration of the available information, the State reasonably concludes that the Service Provider has engaged in any improper practice, the State may, subject to any applicable legal requirements, cancel or terminate the contract, in whole or in part, with immediate effect or on such notice as the State may determine.
- 15.4.8 The State may, in addition to cancellation or termination of the contract, exercise any other contractual, statutory or common-law remedy available to it, including the recovery of damages, restriction from doing business with the State where applicable, or referral for civil, criminal or administrative proceedings.

16. DELIVERY ADHERENCE, ORDERS AND PAYMENTS

16.1 Orders



- 16.1.1 Suppliers should note that each purchasing State institution is responsible for generating the order(s) as well as the payment(s) thereof.
- 16.1.2 Suppliers should note that the order(s) will be placed as and when required during the transversal contract period and delivery points will be specified by the relevant purchasing State institution(s).
- 16.1.3 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 supplier deviate from the orders issued by the purchasing State institutions.
- 16.1.4 The State is under no obligation to accept any quantities which are more than the ordered quantities.
- 16.2 **Delivery Adherence**
- 16.2.1 Delivery of items must be made as per the instructions appearing on the official purchase order forms issued by purchasing State institutions.
- 16.2.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been affected.
- 16.2.3 In respect of items awarded, suppliers must adhere strictly to the delivery lead times quoted in their bids.
- 16.2.4 Deliveries not complying with the purchase order forms will be returned to the supplier(s) at the supplier's expense.

17. ITEM REQUIREMENTS

- 17.1 All equipment and software offered must be of the latest approved models as would have been awarded.
- 17.2 All accessories, consumables, and spare parts must be supplied new, and no second-hand or refurbished accessories, consumables, or spare parts will be accepted.
- 17.3 The supplier should ensure that the accessories, consumables, and spare parts of the awarded items are guaranteed to be available for the life cycle of the awarded item.

18. EQUIPMENT UPGRADES AND REPLACEMENT

- 18.1 If a supplier(s) is awarded a specific brand and model, it is required of that supplier(s) to continue to supply the awarded item throughout the transversal contract period. However, the supplier(s) is still liable for the maintenance and after-sales support of the delivered item(s).



- 18.1.1 Should the supplier(s) fail to fulfil the responsibility as per 18.1 above, the State reserves the right to seek necessary remedies (e.g., request refund of the maintenance cost, alternative maintenance support, etc.)
- 18.2 If the awarded Model is discontinued:
- 18.2.1 The supplier(s) must notify the National Treasury of such an occurrence upon receipt of notification from the OEM detailing the maintenance and after-sales support of the delivered item(s),
- 18.2.2 The supplier(s) is required to submit supporting documents from the OEM substantiating the changes and free spare parts for a minimum of five (5) years for review by the BEC.
- 18.2.3 The supplier(s) will be expected to present an alternative model of the same brand to the location determined by National Treasury for BEC to evaluate,
- 18.2.3.1 Furthermore, supplier(s) must note that the terms and conditions, including the price of the new model offered, will be the same as the awarded model.
- 18.2.4 Supplier(s) must not deliver a new model other than the model awarded to them before approval of model change from the National Treasury. Failure to adhere to this condition may lead to immediate termination of the supplier and/or item on transversal contract.
- 18.3 If a Recall or Alert has been issued on an awarded item by a Regulatory Body anywhere in the universe:
- 18.3.1 The supplier(s) must notify the National Treasury upon receipt of notification from the OEM of the occurrence and activate corrective measures immediately,
- 18.3.1.1 For any Recalls, the supplier(s) is required to submit a mitigation plan and activate corrective measures to ensure uninterrupted service delivery and patient safety. In the event of litigation due to the Recall, the Supplier(s) will be held liable.
- 18.3.1.2 Should it be known that the notification to the parties was held back without notification by the supplier, the National Treasury will exercise its available remedies which may include non-continuation of supply of the item(s) concerned.
- 18.3.1.3 The supplier(s) is obligated to distribute and display notification and remedial action of Recalls within thirty (30) days of knowing the facts.

19. CONTINUITY OF SUPPLY

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



- 19.1.1 Industrial action,
- 19.1.2 Manufacturing Pipeline
- 19.1.3 Any other supply challenges.
- 19.2 In terms of the General Conditions of Contract and Special Requirements and Conditions of Contract, the participating authorities reserves the right to purchase outside of the contract to meet its requirements if:
 - 19.2.1 The contracted supplier fails to perform in terms of the contract.
 - 19.2.2 The item(s) are urgently required and not immediately available.
 - 19.2.3 In the case of an emergency.

20. SUSPENSION FOR MATERIAL BREACH

20.1 Material Breach

- 20.1.1 For the purpose of this clause, unless the context indicates otherwise, a word or expression defined elsewhere in this SCC shall have the same meaning assigned to it therein.
- 20.1.2 "Cure conditions" means conditions provided to cure a breach;
- 20.1.3 "Cure period" means a period determined by the Non-Breaching Party to cure a breach;
- 20.1.4 "Material breach" means a breach or failure by a Party to perform any material obligations under this agreement that:
 - a) is substantial in nature and goes to the essential purpose of this Agreement,
 - b) is not cured within the Cure Period (as defined above) after written notice specifying the breach and the required cure, and
 - c) results in, or would reasonably be expected to result in, material harm to the requesting Party (including substantial impairment of essential rights, non-monetary detriment, or critical service disruption), provided that, for avoidance of doubt, a breach that is cured within the Cure Period shall not be deemed a Material Breach.

20.2 Minor Breach

- 20.2.1 "Minor breach" means a breach that:
 - a) does not constitute a Material Breach,
 - b) is curable and capable of being remedied within a shorter timeframe designated by the Non-Breaching Party, and



- c) does not have a substantial adverse effect on the essential rights, critical obligations or the core purpose of this agreement.

20.2.2 In the event of a Minor breach, the Non-Breaching Party may at its discretion:

- a) Require the breach to be remedied;
- b) Issue a written warning;
- c) apply any other remedy provided in this agreement, provided such actions shall not limit any other rights of suspend performance or exercise any other remedy in respect of a subsequent Material Breach.

20.3 **Right to Suspend Performance**

20.3.1 Notwithstanding any other provision of this agreement, where a party (the “Breaching Party”) commits a material breach, the other Party (the “Non-Breaching Party”) may suspend performance of any or all obligations under this agreement by providing written notice to the Breaching Party specifying:

- a) The nature and details of the Material Breach;
- b) The Cure Conditions required to remedy the breach;
- c) a reasonable Cure Period of not less than fourteen (14) days, or such shorter period as may be expressly permitted by applicable law where the breach is capable of being cured within such period; and
- d) that suspension will take effect on the later of:
 - i) the expiry of the Cure Period, or
 - ii) the date specified in the notice.

20.4 **Curing of Breach**

20.4.1 If the Breaching Party remedies the breach to the reasonable satisfaction of the Non-Breaching Party within the Cure Period, the suspension shall be lifted, and the parties shall resume performance under the terms of this agreement as if no suspension had occurred, subject to any other rights or remedies available under this agreement or applicable law.

20.5 **Failure to Cure**

20.5.1 If the Breaching Party fails to remedy the breach within the Cure Period, the Non-Breaching Party may, at its sole discretion:

- a) terminate this agreement for cause, effective upon written notice to the Breaching



Party; or

- b) continue the suspension of its obligations and/or exercise any other right/remedies available under this agreement or applicable law.

20.6 Relationship to other remedies

- 20.6.1 The rights to suspend performance under this clause are in addition to, and not exclusive of, any other rights or remedies available at law or in equity. These rights include, but are not limited to, the right to terminate this agreement for cause, claim damages, or require the breaching party to perform its contractual obligations. All such remedies remain fully enforceable in accordance with the terms of this agreement and applicable law.

20.7 Notices

- 20.7.1 All notices required or permitted under this clause shall be in writing and shall be deemed effective when delivered in accordance with any contact details provided during the contracting phase.

21. ASSIGNMENTS AND CESSIONS OF CONTRACTS AND CHANGES IN CONTACT DETAILS

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

21.2 Assignments of Contract

- 21.2.1 Assignment of contract refers to the transfer of rights and obligations in a contract from an assigned to an assignee. The effect of this is that the service provider appointed through a competitive bidding process transfers the contract in its entirety that is, the obligation (the responsibility of rendering the services) and the right (of receiving payment for service rendered) to a third party that did not participate in the bidding process or a bidder that participated in the bidding process but was not successful.
- 21.2.2 Assignment of contracts is therefore not allowed as it will be contrary to principles of section 217 of the Constitution particularly, fairness, transparency, and competitiveness.

21.3 Cession of Contracts

- 21.3.1 Cession refers to the transfer of only the rights a service provider has in terms of a contract from it to a third party. cession will be limited only to those cession agreements in favour of registered Financial Services Providers (FSP) and state institutions established for the



express purpose of providing funding to businesses and entities (State Institutions).

- 21.3.1.1 The written request for cession must be by the service provider and not a third party, and the written request by the service provider must be accompanied by the cession agreement.

21.4 Changes in the Service Provider Contact Details

- 21.5 A contracted supplier 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 Suppliers 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 reserve the right to request the supplier (at its own cost) to submit a product for testing to confirm compliance with the relevant item technical specification and requirements at the SANAS accredited institution.
- 22.2 The State reserve the right to conduct any sample or site inspection directly or through a third party appointed by the state.

23. REGISTRATION ON DATABASES

- 23.1 Suppliers must ensure continuous compliance with all statutory requirements which may affect their complying status on the Central Supplier Database managed by the National Treasury.
- 23.2 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, Participating Institutions, and or by a service provider 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 suppliers 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 meeting: The National Treasury compulsory meetings with



- suppliers 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 supplier(s).
- 24.3 The National Treasury will conduct meetings with the Participating Institutions and suppliers 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 supplier(s) meetings and schedules will be communicated to successful bidders.
- 24.7 All successful suppliers are required to submit historical value and volume reports via e-mail every quarter to: TCcontracts1@treasury.gov.za / TCcontracts2@treasury.gov.za
- 24.8 Detailed reporting requirements from suppliers will be provided to awarded suppliers.

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 supplier decides to transfer the contract or cede the contract.
- 25.1.2 The supplier does not honour contractual obligations, including the submission of information.
- 25.1.3 The supplier is provisionally or finally liquidated, making it impossible for the supplier to perform its functions in terms of this transversal contract.
- 25.1.4 The supplier enters settlement arrangements with their creditors.
- 25.1.5 The supplier commits an act of insolvency.
- 25.1.6 If the supplier 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 supplier that has the effect that over 50% ownership of the supplier belongs to the new owner without prior written approval of the State.
- 25.1.8 Overall poor performance rating during the contract period

END