



SPECIAL CONDITIONS OF THE CONTRACT

RT298-2025

**SUPPLY AND DELIVERY OF PHARMACEUTICAL MATERIALS TO THE
STATE FOR THIRTY-SIX (36) MONTHS**

**NON-COMPULSORY BRIEFING SESSION TO BE HELD VIRTUALLY ON
8 NOVEMBER 2024 ON THE MICROSOFT TEAMS PLATFORM**

CLOSING DATE AND TIME OF BID

25 NOVEMBER 2024 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 -Technical Specification
- v. Annexure B - Pricing Schedule

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LIST OF ABBREVIATIONS

Abb	Full Name
BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
CPA	Contract Price Adjustment
CE	Conformité Européenne
CSD	Central Supplier Database
ECSA	Engineering Council of South Africa
GCC	General Conditions of Contract
OCPO	Office of the Chief Procurement Officer
ICASA	Independent Communications Authority of South Africa
SBD	Standard Bidding Document
SARS	South African Revenue Services
SCC	Special Conditions of Contract
SCADA	Supervisory Control and Data Acquisition
SCM	Supply Chain Management
STS	Standard Transfer Specification
TC	Transversal Contract
TCD	Transversal Contract Document
TIC	Tender Information Centre
TID	Token Identifier
PFMA	Public Finance Management Act
PPPFA	Preferential Procurement Policy Frame Act
QC	Quality Control
RIC	Receiver in Canal
RoE	Rate of Exchange
VAT	Value-Added Tax

**DEFINITIONS**

Consumable	A commodity that is intended to be used up relatively quickly because its end-of-life is reached after a single use
Customer	A participant on the transversal contract who procures goods and/or services from the appointed Supplier(s)
Delivery	The process of transporting goods from a bidder's source location to a predefined destination by the Participants
Due Diligence	The investigation or exercise of care that the State conducts before entering into an agreement with the bidders to validate the bid responses
Mandatory	A mandatory document in terms of the bid is a document that is required, obligatory, or compulsory. Non-submission means no further evaluation of the bidder
Recall	An item recall is the process of retrieving defective and/or potentially unsafe goods from participants while providing those participants with compensation. Recalls often occur as a result of safety concerns over a manufacturing defect that may harm its user



BID DOCUMENT CHECKLIST AND RETURNABLE

Table 2: Bid Document Checklist and Returnable

#	Document Name ¹	Included in the published bid document?	To be returned by the bidder?	Bidder to tick Yes if the document is submitted
PHASE 1: ADMINISTRATIVE REQUIREMENTS EVALUATION				
1.	SBD 1 Invitation to Bid	Yes	Yes	
2.	Proof of authority must be submitted as per SBD 1	No	Yes	
3.	SBD 4 Bidder's Disclosure	Yes	Yes	
4.	SBD 5 National Industrial Participation Program	Yes	Yes	
5.	SBD 6.1 – Preference points claim form.	Yes	Yes	
6.	TCD 13 Authorization Declaration	Yes	Yes	
7.	TCD 13.1 List of goods or services offered	Yes	Yes	
8.	Written confirmation for disclosing tax status by SARS	No	Yes	
9.	Central Supplier Database Report	No	Yes	
10.	CIPC Company Registration Documents	No	Yes	
11.	Copy of Identity Documents of the Owners and Directors	No	Yes	
PHASE 2: MANDATORY REQUIREMENTS EVALUATION				
12.	Pricing Schedule (Annexure B)	Yes	Yes	
PHASE 3: TECHNICAL COMPLIANCE EVALUATION				
13.	Detailed Technical Specifications (Annexure A)	Yes	Yes	
14.	TCD 13.2 Authorization Letter of Undertaking	Yes	Yes	
15.	SAHPRA License	No	Yes	
16.	Quality Assurance Certificate	No	Yes	
17.	Test Reports / Proof of Sample Submission from an Accredited Institution	No	Yes	

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



#	Document Name ¹	Included in the published bid document?	To be returned by the bidder?	Bidder to tick Yes if the document is submitted
PHASE 4: PRICE & SPECIFIC GOALS EVALUATION				
18.	Pricing Schedule (Annexure B)	Yes	Yes	
19.	Proof of Business Shareholding/Ownership	No	Yes	
20.	Local Content and Production Documents	Yes	Yes	



SECTION A: INTRODUCTION AND TERMS OF REFERENCE

1. DESCRIPTION AND FORMAT OF THE BID

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

2. LEGISLATIVE AND REGULATORY FRAMEWORK

- 2.1 This bid and all contracts emanating from there will be subject to General Conditions of Contract issued per Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 regulations.
- 2.2 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.

3. OBJECTIVE OF THE BID

- 3.1 To arrange the RT298-2025 transversal contract for the supply and delivery of pharmaceutical materials to the state for thirty-six (36) months.
- 3.1 For the promotion of historically disadvantaged individuals (maximum 4 points) and Local Content and Production (maximum 6 points) as per the specific goals allocated in terms of Preferential Procurement Regulations 2022 issued according to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).
- 3.2 As per section 2(1) (f) of the PPPFA, it is the objective of the bid to award bids offering goods with local content and/or local value added according to the objective criteria set. Please refer to paragraph 6.5.2.3 below for detailed information on the percentage (%) of Local Production and Content requirements to be achieved to meet these objective criteria.



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 in the National Treasury website and e-tenders. Bidders can click on this link below to access the briefing session:

[RT298-2025 Briefing Session Link](#)

Date: 8 November 2024

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. The National Treasury reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.

5. TECHNICAL SPECIFICATIONS REQUIREMENTS

5.1.1 The detailed technical specification requirements for the supply and delivery of pharmaceutical materials are as per Annexure A. The bid consists of seven (7) categories with a total of forty-six (46) line items. The summary details are as follows:

Table 1: Summary of Technical Specifications Categories

#	CATEGORY #	# ITEMS IN THE CATEGORIES
1	Bags	16
2	Bin, tray box, open top	3
3	Bottle, dropper, eye linear low-density polyethylene	12
4	Carton	5
5	Container	3
6	Measure, tumbler medical	1
7	Vial, polypropylene for tablets	6
TOTAL		46



SECTION B: CONDITIONS OF BID

6. PART 1: EVALUATION CRITERIA

6.1 The details of the evaluation phases are outlined below:

Table 2: Evaluation Criteria

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

6.1.1 The State may conduct due diligence during any of the evaluation phases to confirm the information submitted by the bidder and any misrepresentation by the bidder may disqualify the bid thereof.

6.2 PHASE 1: ADMINISTRATION AND LEGISLATION REQUIREMENTS EVALUATION

6.2.1 Bidders must submit the following documents below to comply with the policy to guide uniformity in procurement reform processes.

6.2.1.1 **SBD 1** – Invitation form to bid.

6.2.1.2 **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.

6.2.1.3 **SBD 4** – Bidders Disclosure

6.2.1.4 **SBD 5** – The National Industrial Participation Programme

6.2.1.5 **SBD 6.1** – Preference points claim form.

6.2.1.6 **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.

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

6.2.1.8 **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.



6.2.1.9 **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.

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

6.2.2 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.

6.3 **PHASE 2: MANDATORY REQUIREMENTS**

6.3.1 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 all the mandatory criteria will be disqualified.

6.3.2 **Pricing Schedule**

6.3.2.1 The pricing schedule (**see Annexure B**) provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed in full without changing the structure thereof.

6.3.2.2 Bidders are required to complete a mandatory Pricing Schedule Annexure B in Excel format as a response to how much the items offered will be charged. Failure to submit the Pricing Schedule will invalidate the bid response.

6.3.2.3 The pricing for this bid is required to be on a national level.

6.4 **PHASE 3: TECHNICAL SPECIFICATION REQUIREMENTS**

6.4.1 During this phase bidders' responses will be evaluated based on technical requirements for each item offered on the pricing schedule. Non-compliance to the applicable requirements for each item below will result in disqualification of the relevant line item being evaluated. The technical specification requirements evaluation is in two parts; **Part A and Part B** Only items which comply with **Part A** of the evaluation requirements will be evaluated further in **Part B** Phase 3 evaluation.

**PART A****6.4.2 Compliant with Item Standards/Specifications Requirements**

6.4.2.1 Items must comply with technical specifications (**Annexure A**) as stated in the bid document of each item. The technical specification as per the pricing schedule is a summary description and the attached **Annexure A** is the detailed technical Specification of all the items. Non-compliance to the technical specification requirement will invalidate the items to which the compliance is not adhered.

6.4.2.2 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.

6.4.2.3 Where specific technical specifications and/ or standards, e.g., SABS, SANS, EU, ADA, CKS, BP, BPC, USP, USNE, EP, ISO, or DIN, are applicable, the quality of products shall not be less than the requirements of the latest edition of such technical specifications and/or standard.

6.4.2.4 The State may consider products that have a reasonable deviation from the technical specification. This is subject to the deviation providing a better output and provided that the deviation not causing functional harm to the target population and users that the product is aimed at and that the functional output of the item's technical specification is achieved. This will therefore be decided upon based on the expertise judgement provided for by the Bid Evaluation Committee.

6.4.2.5 All products must be supplied new; second-hand or refurbished products or parts will not be accepted.

6.4.3 South African Health Products Regulatory Authority (SAHPRA): Medical Devices in Vitro Diagnostics Regulation Licence

6.4.3.1 Items which have been classified as medical devices, Bidders must submit a Manufacturers, distributors and or wholesalers' licence as per the Medical Devices and In Vitro Diagnostic Regulations as referred to in Section 22C(1)(b) of the Medicines and Related Substances Act, 1965 (Act No. 101 of 1965), the licence that needs to be submitted is for the manufacturing, importing, exporting, distribution and or wholesaling of medical devices and IVDs, as issued by the South African Regulatory Authority.

6.4.3.2 The licence must be valid at the closing date and time of the bid. Failure to submit the valid licence at the closing date and time of the bid will invalidate the relevant items affected.

6.4.3.3 Upon such time that medical devices and In Vitro Diagnostic products are called up for registration, via publication in the Government Gazette, bidders, who have been licensed as medical device establishments will be required to comply with the requirement by submitting a licence/registration certificate of the said medical device and IVDs products.



6.4.4 **Quality Assurance Requirements**

- 6.4.4.1 Bidders must submit valid quality assurance certificates ISO 13485 or ISO 9001 at the closing date and time of the bid to confirm compliance for the items offered as per the pricing schedule. The holder of the certificates must be the original product manufacturer. The certificate must be valid at the closing date of the bid. Failure to submit these documents will invalidate your bid.

6.4.5 **Third-Party Authorization Letter of Undertaking**

- 6.4.5.1 Any bidder who is not an original manufacturer of the product must submit a valid Third-Party Undertaking letter (template provided as TCBD 13.2) in full for all relevant goods or services. The letter of undertaking from the manufacturer must include but not be limited to the following:

- a) The letter must list the Item(s) number, item description, and brand name offered by the manufacturer.
- b) The letter must be on the original manufacturer's official letterhead, dated and signed.
- c) The letter must not be older than the date of the bid advertisement.
- d) The letter must have the contact person's name, physical and postal address, telephone, and email details, and the capacity with which a person is signing the letter.
- e) All the information on the letter must be in English.

- 6.4.5.2 Letter of undertaking must be from an Original Product Manufacturer (OPM) OR authorized importer/distributor of the product is offered. In the case where the letter of undertaking is from an authorized importer/distributor, proof from OPM authorizing the importer or distributor must also be submitted with the bid at the closing date and time of the bid, such proof must not be older than the advertisement date of the bid.

- 6.4.5.3 The State reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and should the information be found to be false or incorrect, the bidder will be disqualified for the relevant items and further, the State may exercise additional legal remedies available.

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

6.4.6 **Submission of Test Report from a South African National Accreditation System (SANAS) Accredited Institution**

- 6.4.6.1 Where the item technical specification indicates a standard, bidders are required to submit samples for testing to a SANAS-accredited institution (accredited to conduct testing for the relevant standard).



- 6.4.6.2 Bidders have fourteen (14) calendar days after the closing date and time of bid to submit a test report or a sample submission letter issued by a SANAS-accredited testing institution confirming that samples have been submitted for testing.
- 6.4.6.3 The test report or the sample submission letter must be submitted to:
transversal.contracting2@treasury.gov.za, melita.makgato@treasury.gov.za & brenda.mashifane@treasury.gov.za. Failure to submit a test report or a sample submission letter issued by a SANAS-accredited testing institution at the specified period will disqualify the relevant item.
- 6.4.6.4 The procedures for sampling frame guidelines and testing for product compliance may differ and should be obtained from the relevant testing institution before the submission of samples. The cost of compliance testing will be for the account of the prospective bidder.
- 6.4.6.5 Where a bidder has submitted a letter from a SANAS-accredited institution, bidders are required to submit the test report as soon as it is issued by the relevant institution. It is the responsibility of the bidder to ensure that the test reports are submitted to the National Treasury as soon as the test report is issued.
- 6.4.6.6 Bidders must enquire at the SABS office countrywide for the relevant standards specifications for SANS, SABS, ISO, and CKS. Obtaining any standards/specifications will be the responsibility and for the account of the prospective bidder. To purchase standards, obtain quotes, or enquire about the availability of e-Standards, please contact Standards Sales at the Physical Address: 1 Dr. Lategan Road, Groenkloof, Pretoria. Contact person: The contact details may be obtained from the SABS website: www.sabs.co.za and follow the "Search/Buy Standards" link.

PART B

- 6.4.7 **NB:** Only items that complied with **Phase 3 Part A** above will be evaluated in **Phase 3 Part B** of the technical specification requirements evaluation. The requirements for Part B are as follows
- 6.4.8 **Samples Submission for Visual Screening Evaluation**
- 6.4.8.1 All items must comply with technical specifications as provided in this bid as stated in the technical specification detail of each item. Failure to comply will invalidate the items concerned.
- 6.4.8.2 Bidders are required to submit samples for visual screening evaluation for all items offered to verify compliance with technical specifications. Failure to submit the samples as required will invalidate the bid for the items for which samples are not submitted.
- 6.4.8.3 The submitted sample must match the exact brand and manufacturer specified in the pricing schedule. Any samples that do not meet this requirement, including those from different manufacturers or brands,



will be disqualified

- 6.4.8.4 Where applicable, the BEC may subject any of the samples required to applicable clinical evaluations, applications, or tests at any State facility to verify compliance with the technical specifications. In this case, this will be arranged with the bidder.

6.4.8.5 **Sample Submission –**

- a) The National Treasury will send a schedule indicating the date, time, place, and venue to short-listed bidders to submit samples for evaluation. Bidders' attention is drawn to the fact that a schedule for sample submission may be forwarded to bidders at short notice of at least two weeks before the date of sample submission.
- b) It is the responsibility of the bidder to ensure that correct contact details are provided in the bid document and to ensure that samples are submitted on time, at the correct venue.
- c) Where different sizes of the same item are called for against different item numbers, samples of each size must be submitted.
- d) All samples submitted must be a true representation of the product that will be supplied during the contract period. Must be in the original pack and comply with labelling requirements.
- e) All samples must be in original packaging for sample evaluation. Samples that are not in original packaging will not be disqualified.
- f) The quantity of samples required for each item is indicated in Annexure A Technical Specification.

6.4.8.6 **Marking of samples to be submitted for Visual Screen Evaluation**

- a) Samples must be marked on the outside with the bid number, bid item number, and the bidder's name. This detail must appear on a label attached to each box.
- b) Failure to comply with this condition may invalidate the bid against the relevant item.

6.4.8.7 **Collection of all samples –**

- a) If practical for samples to be collected, bidders will be informed of the date, time, and place where samples may be collected. If samples have not been collected by the bidder after the National Treasury has issued a request to bidders to collect the samples, the samples will be disposed of at the discretion of the National Treasury.



6.4.9 Evaluation of Test Report from a SANAS Accredited Institution

- 6.4.9.1 The purpose of the test report is to prove compliance with the relevant standard indicated in the item's technical specification.
- 6.4.9.2 A test report submitted that indicates non-compliance to the standard or which is invalid will result in disqualification for the relevant item. A test report which is older than eighteen (18) months at the closing date of the bid will be regarded as invalid and will not be accepted for consideration.
- 6.4.9.3 The state reserves the right to apply clause 6.4.2.4 above In terms of the valid test report submitted.
- 6.4.9.4 Where a bidder has submitted a letter from a SANAS-accredited institution, bidders are required to submit the test report as soon as it is issued by the relevant institution. It is the responsibility of the bidder to ensure that the test reports are submitted to the National Treasury as soon as the test report is issued.

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 a mandatory Pricing Schedule as a response to how much the items offered will be charged.
- 6.5.1.3 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.
- 6.5.1.4 Conditional discounts offered will not be taken into consideration during evaluation.
- 6.5.1.5 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.
- 6.5.1.6 The Pricing Schedule must be submitted online in an Excel format at the closing date and time of the bid.

6.5.2 Preferential Point System

- 6.5.2.1 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)

6.5.2.2 The following formula will be used to calculate the points for the 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 a bid under consideration

P_t = Comparative price of a bid under consideration

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

6.5.2.3 **Objective Criteria:** As per Section 2(1) (f) of the PPPFA, it is the objective criterion of this bid to give preference to bids that offer goods with local content and/or local value added of 50% and above.

6.5.2.4 **The following goals will be used to calculate the points for specific goals out of 10 points.**

GOALS	POINTS
Preference points for equity ownership by historically disadvantaged Individuals who, due to the apartheid policy that had been in place had no franchise in national elections before the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA, 1993 (Act 200 of 1993), ("the Interim Constitution") and or	4
Other specific goals (goals of the RDP- plus local manufacture) - Local Manufacturing (locally produced product)	6

- The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.
- 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.
- 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.
- 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.
- 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.
- 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. As per Section 2(1) (f) of the PPPFA, the state may give preference to bids that offer goods with local content and/or local value added to meet the objective criteria indicated in paragraph 6.5.2.3 above.
- 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.

6.5.2.5 **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) **The following formula must be applied to calculate the number of points out of 4 points:**

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

Where:

PSSG= Points scored for a specific goal

MPA = Maximum points allocated for a specific goal

PEO = Percentage of equity ownership by an HDI

- c) 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.
- d) Equity in private companies must be based on the percentage of equity ownership.
- e) Preference points may not be awarded to public companies and tertiary institutions.
- f) 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. 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.

6.5.2.6 **Specific goals in relation to procuring locally produced products**

- a) Preference points may only be claimed for products, which will be manufactured (fabricated, processed, or assembled), in the Republic of South Africa. In cases where production has not yet commenced at the time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.
- b) Local content means that portion of the bid price, that is not included in imported content, provided that local manufacture does take place.
- c) Imported content means that portion of the bid price represented by the costs of components, parts, or materials that have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.
- d) Bidders must indicate in the pricing schedule (Annexure B) which product(s) [item number(s)] is/are manufactured locally and indicate the local content % of each product/item in relation to the bid price. The points will be calculated automatically in the pricing schedule. Points claimed will be indicated in the "points claimed" column.
- e) The following formula must be applied to calculate the number of points out of the points allocated to ownership for specific goals:

$$\text{PSLC} = \text{MLC} \times \text{PLC} / 100$$

Where:

PSLC = Points scored for local content

MLC = Maximum points allocated for Local Content

PLC = Percentage of Local Content for product offered

- f) To qualify for the points of local manufacturing, the definition of a locally produced product will be limited to at least the conversion process (substantiated value adds) being in the Republic of South Africa. Substantial supporting documents may be required during the bid evaluation and from the successful bidder during the contract period. Due diligence, which includes site visits,



may be conducted in this regard. In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct. If the claims are found to be incorrect, the State, in addition to any other remedy it may have –

- i) Recover all costs, losses, or damages it has incurred or suffered as a result of the bidder's conduct.
- ii) Cancel the contract and claim any damages that it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- iii) Impose a financial penalty more severe than the theoretical financial preference associated with the claim that was made in the bid.

6.5.3 Applicable Taxes

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

6.5.4 Cost Breakdown

6.5.4.1 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.

6.5.4.2 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.

6.5.4.3 Example:

Table 3: 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%



6.5.5 TCD 14 Historical Exchange Rates

- 6.5.5.1 In terms of cost price adjustment, bidders should make use of any relevant currency for the items offered by calculating the average for the **1 April 2024 to 30 September 2024** using the Reserve Bank published rates for the specific currency. Bidders are to visit <https://www.resbank.co.za/> to obtain the relevant rates. Reference to **TCD 14** on the procedure to download historical exchange rates from the Reserve Bank website for instructions.

6.5.6 Responsive Bids

- 6.5.6.1 Bidders are required to submit responsive bids by completing all pricing and item information on the provided pricing schedule (Annexure B) for the individual items and all required forms. Non-submission of the pricing schedule (Annexure B) will invalidate the bid response.



7. PART 2: ADDITIONAL BID REQUIREMENTS

- 7.1.1 Bidders must submit their bids online through the e-Tender Publication portal. Manual or hardcopy bids are not acceptable.
- 7.1.2 The online e-Tender publication portal can be accessed at this link: <https://www.etenders.gov.za>
- 7.1.3 The link to the guide for online bid submission is as follows:
<https://www.youtube.com/watch?v=bqRyX0JsrJE>
- 7.1.4 Bidders must adhere to all the rules for the online bid submission.
- 7.1.5 Bidders' attention is drawn to the sequential submission format as per the checklist in Table 1.
- 7.1.6 The Technical Specifications (**Annexure A**) and Pricing Schedule (**Annexure B**) should be in an XLSX Excel sheet format and not any other format.
- 7.1.7 Non-compliance with online bid submission **WILL** invalidate the bidder's response.

7.2 LATE BIDS

- 7.2.1 No bids will be accepted after the closing date and time of the bid.

7.3 TERMS AND CONDITIONS OF BID

7.3.1 Counter Conditions

- 7.3.1.1 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.
- 7.3.1.2 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. 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.

7.3.2 Fronting

- 7.3.2.1 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.
- 7.3.2.2 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.



- 7.3.2.3 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.

7.4 **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 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).
- 7.4.5 Any actual discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the National Treasury will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- 7.4.6 All communication between the bidder and the National Treasury TC office must be done in writing as per the Contact Details below.
- 7.4.7 No representations made by or on behalf of the National Treasury about this bid will be binding on the National Treasury unless that representation is expressly incorporated into the contract ultimately entered between the National Treasury and the successful bidder(s).
- 7.4.8 All persons (including all bidders) obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for 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: 240 Madiba Street, corner Thabo Sehume and Madiba Streets, Pretoria
- 7.5.2 **Bid Enquiries:** - All inquiries should be in writing to transversal.contracting2@treasury.gov.za, melita.makgato@treasury.gov.za, and brenda.mashifane@treasury.gov.za. The closing date for receipt of all inquiries is 31 October 2024. 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 the supply and delivery of pharmaceutical packaging materials of this bid, 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. Benchmarking will be applied to ensure that pricing is affordable, market-related, and aligned to end-user requirements. The maximum number of bidders per item to be awarded will be at the discretion of BEC. The same brand will therefore not be awarded to more than one bidder of the same line item.

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 and post-award, and

8.7.1.7 If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.



SECTION C: CONDITIONS OF CONTRACT

9. CONCLUSION OF CONTRACT

- 9.1 The Contract between National Treasury and the preferred bidder/s collectively referred to as the Parties shall come into effect after the supplier has been issued with an unconditional letter of acceptance to their bid.
- 9.2 The Service Suppliers shall be appointed in terms of this bid. The following will form part of the contract documents between the Parties as far as this RT298-2025 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 abovementioned documents, the special conditions of the contract shall take precedence. For Section B, the term "Supplier" shall refer to the preferred bidder appointed in terms of the RT298-2025 transversal contract.

10. PARTICIPATING STATE INSTITUTIONS

- 10.1.1 This transversal contract RT298-2025 is intended to be utilized by various organs of the State as listed below:

Table 4: Participating Government Institutions

#	DEPARTMENT NAME
1	Department of Health: Eastern Cape
2	Department of Health: Free State
5	Department of Health: Limpopo
6	Department of Health: Correctional Service
8	Department of Health: Northern Cape
9	Department of Health: Western Cape

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. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

12.1 Contract Administration

- 12.1.1 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 on TCcontracts2@treasury.gov.za.
- 12.1.2 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.

12.2 Supplier Performance Management

- 12.2.1 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.
- 12.2.2 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.
- 12.2.3 End-user State institutions are required to report to the National Treasury on where supplier's performance is not satisfactory.
- 12.2.4 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.

13. CONTRACT PRICE ADJUSTMENT

13.1 Formula

- 13.1.1 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.
- 13.1.2 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.



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

Table 5: Contract Price Adjustment Formula

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

13.2 Formula component definitions

13.2.1 Adjustable amount

- 13.2.1.1 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.

13.2.2 Fixed portion

- 13.2.2.1 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.

13.2.3 Cost components and proportions

- 13.2.3.1 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.



- 13.2.3.2 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.
- 13.2.3.3 Successful bidders who are direct importers of raw material / finished products can apply for RoE adjustment under cost element D1. If the successful bidder is not a direct importer of raw material / finished product, cost component D1 would not be applicable and only local cost components (D2 - Dn) would be applicable.

Table 6 - Contract Price Adjustment Cost Components

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

13.2.4 Applicable indices/references

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

Table 7: Applicable Indices/References

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

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.



Cost component	Index Publication	Index Reference
D5 – Overheads	Specify (STATS SA Index)	STATS SA Table (Specify)
D6 – Other	Specify (STATS SA Index)	STATS SA Table (Specify)

13.2.5 Base index date

13.2.5.1 The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid, the base index date is **October 2024**.

13.2.6 End index date.

13.2.6.1 The end index dates are the dates at predetermined points in time during the contract period. In this bid, the end indices are defined in the next paragraph (Price Adjustment Periods).

13.2.7 Price adjustment periods

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

Table 8: Price Adjustment Period

Adjustment Period	CPA application to reach the office by the following dates	End Index	Dates from which adjusted prices will become effective
1st Adjustment	27 January 2026	December 2026	1 March 2026
2nd Adjustment	29 January 2027	December 2027	1 March 2027

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

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

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

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

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

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

**Table 9: CPA Rate of Exchange**

Currency Name	Rates of exchange: 1 March 2024 to 31 August 2024
US Dollar	18.47
Euro	20.02
Pound	23.51

13.2.8.6 Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period **1 April 2024 to 30 September 2024** 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.

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

Table 10: Rate of Exchange Average Periods

Adjustment	Average exchange rates for the period:
1 st Adjustment	1 July 2025 to 31 December 2025
2 nd Adjustment	1 July 2026 to 31 December 2026

13.2.9 General

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

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

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

13.2.9.4 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.



- 13.2.9.5 Bidders are referred to in the paragraph regarding counter conditions.
- 13.2.9.6 An electronic price adjustment calculator will be available on request from Transversal Contracting.
- 13.2.9.7 The State reserves the right to negotiate a price adjustment or not to grant any price adjustment.

14. DELIVERY ADHERENCE, ORDERS AND PAYMENTS

14.1 Orders

- 14.1.1 Suppliers should note that each purchasing State institution is responsible for generating the order(s) as well as the payment(s) thereof.
- 14.1.2 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).
- 14.1.3 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.
- 14.1.4 The State is under no obligation to accept any quantities which are more than the ordered quantities.

14.2 Delivery Adherence

- 14.2.1 Delivery of items must be made as per the instructions appearing on the official purchase order forms issued by purchasing State institutions.
- 14.2.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been affected.
- 14.2.3 In respect of items awarded, Suppliers must adhere strictly to the delivery lead times quoted in their bids.
- 14.2.4 Deliveries not complying with the purchase order forms will be returned to the Supplier(s) at the Supplier's expense.

14.3 Quantities

- 14.3.1 No quantities are reflected in this bid as orders will be placed based on an 'as and when required' and no guarantee is given or implied as to the actual quantity/quantities which will be procured during the transversal contract period.
- 14.4 Orders will be placed by participating State institutions, and they will also be responsible for the payment to Suppliers for the products delivered and/or services rendered

15. ITEM REQUIREMENTS

- 15.1 All equipment and software offered must be of the latest approved models as would have been awarded.



- 15.2 All accessories, consumables, and spare parts must be supplied new, and no second-hand or refurbished accessories, consumables, or spare parts will be accepted.
- 15.3 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.
- 15.3.1.1 The Supplier(s) is obligated to distribute and display notification and remedial action of Recalls within thirty (30) days of knowing the facts.

16. CONTINUITY OF SUPPLY

- 16.1 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:
 - 16.1.1 Industrial action,
 - 16.1.2 Manufacturing Pipeline
 - 16.1.3 Any other supply challenges.
- 16.2 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:
 - 16.2.1 The contracted supplier fails to perform in terms of the contract.
 - 16.2.2 The item(s) are urgently required and not immediately available; □
 - 16.2.3 In the case of an emergency.

17. PACKAGING AND LABELLING

- 17.1 **Packaging**
 - 17.1.1 All deliveries made against this contract, in all modes of transport, are to be packed in suitable containers.
 - 17.1.2 Packaging must be suitable for further dispatch, storage, and stacking according to Good Wholesaling Practice and Good Distribution Practices.
 - 17.1.3 Packaging must be suitable for transportation and should prevent exposure to conditions that could adversely affect the stability and integrity of the product.
 - 17.1.4 The packing must be uniform for the duration of the contract period. All products must be packed in acceptable containers, specifically developed for the product.
 - 17.1.5 Where a particular stacking and storage configuration is recommended by the supplier, this should be clearly illustrated on the outer packaging.



- 17.1.6 Where the contents of the shipper pack represent a standard supply quantity of an item, the following must be adhered to:
 - 17.1.6.1 Outer packaging flanges must be sealed with suitable tape that will display evidence of tampering.
 - 17.1.6.2 The contents must be packed in neat, uniform rows and columns that will facilitate easy counting when opened.
- 17.1.7 Where the contents of a shipper pack represent a non-standard supply quantity, the following must be adhered to:
 - 17.1.7.1 Outer packaging flanges must be sealed with suitable tape that will display evidence of tampering.
 - 17.1.7.2 The shipper pack must contain only one product, mixing of multiple items in a single shipper is not allowed.
 - 17.1.7.3 The outer packaging must be marked as a "Part Box".
- 17.1.8 Suppliers must ensure that products delivered are received in good order at the point of delivery.

18. PRODUCT ADHERANCE / BRAND CHANGE

- 18.1 If a bidder offers a specific brand against an item and the item is subsequently awarded to the bidder, it is required of the successful bidder to continue to supply the brand awarded throughout the contract period.
- 18.2 If the brand is discontinued and or replaced with a new model, this information out to have been communicated and declared during the bid as per **Annexure C**.
- 18.3 The contractor is required to submit supporting documents from the manufacturer substantiating the changes.
- 18.4 It must be noted that the new brand will be required to undergo the evaluation process before receiving approval for the model change issued by the National Treasury. The new model must adhere to the technical specifications for the item.
- 18.5 Furthermore, contractors are to take note that the price of the new model should not be higher than the current contract price of the original model.
- 18.6 Contractors are not allowed to deliver a new product brand other than the brand awarded to them before approval of brand change from the National Treasury.
- 18.7 The National Treasury reserve the right not to approve any model change applications.

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

- 19.1 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.

19.2 **Assignments of Contract**

19.2.1 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 supplier 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.

19.2.2 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.

19.3 **Cession of Contracts**

19.3.1 Cession refers to the transfer of only the rights a supplier 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).

19.3.1.1 The written request for cession must be by the supplier and not a third party, and the written request by the supplier must be accompanied by the cession agreement.

19.4 **Changes in the Supplier Contact Details**

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

20. POST-AWARD PRODUCT COMPLIANCE PROCEDURES

20.1 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 reserves 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.

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

21. REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS

21.1 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.



- 21.2 All suppliers must ensure registration on all participating institutions within 30 days of accepting the award.
- 21.3 Suppliers must ensure that they register with all the participating institutions the items that they have been awarded in the contract. Suppliers must take note that the participating institutions have different systems that they use internally to capture awarded contract information including that of awarded suppliers
- 21.4 Failure to meet this requirement will result in an inability to process orders and payments for goods.

22. MONITORING

- 22.1 Monitoring audits may be conducted periodically and randomly by the National Treasury, Participating Institutions, and or by a supplier appointed by the State to determine continuous compliance with the product and terms of the contract. The Participating Institutions, will monitor the performance of contracted suppliers and maintain a report for compliance with the terms of this contract as follows:
 - 22.1.1 Compliance with delivery lead times
 - 22.1.2 Percentage of orders supplied in full first time.
 - 22.1.3 Compliance with reporting requirements according to reporting schedule.
 - 22.1.4 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.
- 22.2 The state may conduct a random audit(s) with or without prior appointment arrangements with the appointed Supplier(s).
- 22.3 The National Treasury will conduct meetings with the Participating Institutions and Suppliers to discuss transversal contracting issues.
- 22.4 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.
- 22.5 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.
- 22.6 Reporting and Supplier(s) meetings and schedules will be communicated to successful bidders.
- 22.7 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
- 22.8 Detailed reporting requirements from Suppliers will be provided to awarded Suppliers.



23. TERMINATION

23.1 Termination of Contract

- 23.1.1 The State shall be entitled to terminate this agreement if one or more of the following occur: –
- 23.1.2 The Supplier decides to transfer the contract or cede the contract.
- 23.1.3 The supplier does not honour contractual obligations including the submission of information.
- 23.1.4 The supplier is provisionally or finally liquidated, making it impossible for the supplier to perform its functions in terms of this transversal contract.
- 23.1.5 The supplier enters settlement arrangements with their creditors.
- 23.1.6 The supplier commits an act of insolvency.
- 23.1.7 If the supplier is a member of an unincorporated joint venture or consortium and the membership of such joint venture or consortium changes.
- 23.1.8 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.
- 23.1.9 Overall poor performance rating during the contract period

END