



SPECIAL CONDITIONS OF THE CONTRACT

RT46-2026

**APPOINTMENT OF CONTRACTORS TO PROVIDE VEHICLE FLEET
MANAGEMENT SERVICES TO THE STATE FOR SIXTY (60) MONTHS**

01 APRIL 2026 TO 31 MARCH 2031

**NON-COMPULSORY BRIEFING SESSION TO BE HELD VIRTUALLY ON
14 JULY 2025 ON THE MICROSOFT TEAMS PLATFORM**

CLOSING DATE AND TIME OF BID

04 AUGUST 2025 AT 11H00

BID VALIDITY PERIOD: 180 DAYS

National Treasury

Transversal Contracting



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LIST OF ABBREVIATIONS

Abbreviation	Meaning
AARTO	Administrative Adjudication of Road Traffic Offences
BAC	Bid Adjudication Committee
BASA	Banking Association of South Africa
B-BBEE	Broad-Based Black Economic Empowerment
CCGMT	Co-ordinating Committee of Government Motor Transport
COF	Certificate of Fitness as Required under Road Traffic Legislation
CPA	Contract Price Adjustment
CPI	Consumer Price Index
CSD	Central Supplier Database
DTIC	Department of Trade, Industry and Competition
GPS	Global Positioning System
ICASA	Independent Communication Authority of South Africa
MFMA	Municipal Finance Management Act
NT	National Treasury
NDOT	National Department of Transport
OEM	Original Equipment Manufacturer
PASA	Payment Association of South Africa
PFMA	Public Finance Management Act
PPPF	Preferential Procurement Policy Framework
PPR	Preferential Procurement Regulation
RTIA	Road Traffic Infringement Agency,
RTMC	Road Traffic Management Corporation
SANAS	South African National Accreditation System
SBD	Standard Bidding Document
SARS	South African Revenue Services
STATS SA	Statistics South Africa
TCA	Transversal Contracting Agreement
TCD	Transversal Contract Document
VAT	Value-Added Tax
VIN	Vehicle Identification Number



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 - Contract Deliverables and Service Requirements
- vi. Annexure C - Work Allocation
- vii. Annexure D - Clearance Document
- viii. Annexure D1 - Clearance Document Example
- ix. Annexure E - Mandate Document
- x. Annexure F - Penalty Schedule
- xi. Annexure G - Reporting
- xii. Annexure H - Vehicle Booking
- xiii. Annexure H1 - Vehicle Booking Form
- xiv. Annexure H2 - Vehicle Checklist
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LIST OF DEFINITIONS

Accounting Officer	Bears the same meaning as defined in the Public Finance Management Act (PFMA) or the Municipal Finance Management Act (PFMA/MFMA)
Book Value	The average value between trade and retail values as contained in the TransUnion Auto Dealer's Guide (M&M (Mead & McGrouther), with adjustments being made for fitted accessories and kilometres
Card	A magnetic or smart card / or equivalent device supplied by the Contractor to facilitate transactions for fuel, where required.
Consortium / Joint Venture	An association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
Contractor	The successful bidder who is awarded the contract to maintain and administer the required and specified services to the State.
Driver	An official/employee in possession of a valid unendorsed driver's license, which enables them to drive a specific category of vehicle and is authorised to do so in terms of a trip authority as issued or any other form of authorisation.
End user department	Any State entity, National or Provincial department that has been approved to utilise this contract and has signed the required mandatory documents with the Contractor.
Entity	Any other end user of the contract that is not a national or provincial department but is approved by the National Treasury to partake in the contract, such as a municipality.
Fleet Responsibility Manager / Fleet Manager	An official designated by the Accounting Officer or Chief Financial Officer to assume accountability for a fleet of vehicles.
Merchant / Supplier	Any legal entity which contracts with the Contractor to provide goods or services to the State. It can include the State's in-house fuel bowser, stores, and workshops.
National Department	Means a department listed in Schedule 1 to the Public Service Act, Act 1 of 1994, excluding the Office of the Premier.
Provincial Department	The Office of a Premier listed in Schedule 1 to the Public Service Act of 1994, and a provincial department listed in Schedule 2 to the Public Service Act of 1994
Roadside assistance	Means any assistance rendered to the driver of a government vehicle when the vehicle has suffered a mechanical failure that leaves the driver stranded or where the vehicle needs to be recovered. Such assistance can include the towing of the vehicle or repair of the vehicle on the side of the road.
Service Plan/Maintenance	a service as that can be optionally procured during the purchasing of the vehicle that will cover all cost in terms of normal services or maintenance as set out in the vehicle's owner



Plan/Motor Plan	manual or handbook up until a specified kilometres or time period.
Spares / Parts	A part fitted to a vehicle ensuring that the vehicle is fully operational and functional, and has to be replaced due to the malfunction thereof. The fitment of non-OEM approved spares will need to be done in consultation with the relevant client department without jeopardising any warranties or guarantees in terms of the vehicle.
The State	For the purpose of this contract, it refers to the National, Provincial and Local spheres of government that participate in this contract. This includes constitutional institutions, public entities listed in Schedules 3A and 3C of the PFMA, as well as local authorities.
Transaction	Any arrangement entered into between the State and a merchant with the intervention of the Contractor for the sale of goods and/or the rendering of services. The Contractor shall categorise all the transactions for the State as prescribed herein.
Transport Officer / Controller / Control Officer	An officer appointed by the Accounting Officer in writing to, inter alia, administer the department's State vehicles either at a sub-office within a region, within a region or within a department.
Vehicle	Any reference to a vehicle can include a motor vehicle as registered in terms of the National Road Traffic Act, a vessel (boat) registered in terms of the National Small Vessel Safety Regulations, 2007, as amended, Road Construction Plant and equipment, off-road bikes, quad bikes and golf carts.



BID DOCUMENT CHECKLIST AND RETURNABLE

Table 1: 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: MANDATORY REQUIREMENTS EVALUATION				
1.	Pricing Schedule (Annexure A)	Yes	Yes	
PHASE 2: ADMINISTRATIVE 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 Bidders Disclosure	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 3: TECHNICAL COMPLIANCE EVALUATION				
12.	TCD 13.2 Authorisation Letter of Undertaking	Yes	Yes	
CATEGORY A and A1: MANAGED MAINTENANCE, REPAIRS, ACCIDENT REPAIRS, DATA INTEGRATION AND REPORTING				
13.	Implementation plan	No	Yes	
14.	Reference letter/s	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



15.	CV of Project Manager	No	Yes	
16.	Financial Guarantee	No	Yes	
17.	Liability Insurance Cover	No	Yes	
CATEGORY B: FUEL, OIL AND TOLL				
18.	Implementation plan	No	Yes	
19.	SARB confirmation letter	No	Yes	
20.	Reference letter/s	No	Yes	
CATEGORY C and C1: TRACKING, ON-BOARD CAMERAS AND DRIVER MANAGEMENT				
21.	Implementation plan	No	Yes	
22.	Financial Guarantee	No	Yes	
23.	Type Approval Certificate issued by ICASA	No	Yes	
24.	Liability Insurance Cover	No	Yes	
25.	Reference letter/s	No	Yes	
CATEGORY D: VEHICLE CONDITION, VEHICLE BOOKING AND TRAFFIC FINE MANAGEMENT				
26.	Reference letters	No	Yes	
CATEGORY E: AUCTIONEERING SERVICES				
27.	Liability Insurance Cover	No	Yes	
28.	Reference letters	No	Yes	
PHASE 4: PRICE & SPECIFIC GOALS EVALUATION				
29.	Pricing Schedule (Annexure A)	Yes	Yes	
30.	Proof of Business Shareholding/Ownership	No	Yes	
OTHER BID DOCUMENT REQUIREMENTS				
31.	Company Profile	No	Yes	
32.	Special Conditions of Contract	Yes	Yes	
33.	General Conditions of Contract	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 contractors to provide vehicle fleet management services to the State for sixty (60) months. The anticipated commencement date is 01 April 2026.
- 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
 - 1.2.3 Part 1: Evaluation Criteria
 - 1.2.4 Part 2: Additional Bid Requirements
 - 1.2.5 Part 3: Recommendation and Appointment of Bidders
 - 1.2.6 Section C: Conditions of Contract

2 LEGISLATIVE AND REGULATORY FRAMEWORK

- 2.1 This bid and all contracts emanating therefrom 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.
- 2.3 This bid is subject to all applicable industry-related legislation, particularly the legislation stated below:
 - 2.3.1 Financial Advisory & Intermediary Services Act, Act 37 of 2002 and its Regulations
 - 2.3.2 Banks Act, 1990, Act No. 94 of 1990, Act 13 of 2002 and its Regulations
 - 2.3.3 Provisions of the Protection of Personal Information Act, Act No. 4 of 2013 and its Regulation.
 - 2.3.4 Consumer Protection Act, 68 of 2008 and its Regulations
 - 2.3.5 Companies Act, Act 71 of 2008
 - 2.3.6 Transport Laws and Related Matters Amendment Act, Act 3 of 2013



3 OBJECTIVE OF THE BID

- 3.1 To arrange the RT46-2026 transversal contract for the appointment of contractors to provide vehicle fleet management services to the state for a period of sixty (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).
- 3.3 For the promotion of 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 who is a female.

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 the link below to access the briefing session:

[RT46-2026 Briefing Session Link](#)

Date: 14 July 2025

Time: 10h00 to 12h00

- 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 TERMS OF REFERENCE

5.1 INTRODUCTION

- 5.1.1 The RT46-2026 bid is for the provision of vehicle fleet management services to the State for a period of sixty (60) months.
- 5.1.2 Transversal Contract RT46-2026 has been established to provide participating state institutions with a comprehensive and fully integrated fleet management solution. This arrangement is designed to ensure the efficient and cost-effective operation of government vehicles. These include managed maintenance, repairs, accident handling, data integration, fuel, and toll procurement, tracking, on-board cameras, driver monitoring, vehicle condition, booking systems, traffic fine management, and auctioneering services.



5.2 SCOPE OF WORK

The minimum scope of work required for RT46-2026 includes the following. The detailed contract deliverables and service requirements per category are attached as **Annexure B**, and appointed contractors will be required to undertake these services in accordance with the contract conditions.

5.2.1 **Category A and A1: Managed Maintenance, Repairs, Accident Repairs, Data Integration and Reporting**

5.2.1.1 The state requires a comprehensive managed maintenance solution for its entire fleet. The appointed Contractor will be responsible for ensuring that the state's fleet is effectively managed and maintained, with all necessary repairs and accident-related repairs being conducted.

5.2.1.2 Category A and A1 will require the contractor to develop and maintain a fleet management system that enables the State to manage various fleet processes. The category will be divided into Category A and A1, and the reason for Category A1 is to accommodate users with varying maintenance requirements and processes, such as law enforcement, and provide reporting on key fleet management areas.

5.2.1.3 The maintenance management functions will encompass all aspects of maintenance, repairs, accident repairs, vehicle inspections, merchant payments, billing to end-users, and the provision of support services, including a call centre and provincial offices.

5.2.1.4 The Contractor will be tasked with ensuring cost-effective fleet management for the state, including integrating data from all Contractors, conducting management reporting, performing fleet analysis, identifying trends, and minimising risk.

5.2.1.5 The State requires a web-based solution for the seamless uploading of data obtained from Categories B to E of this bid into a unified fleet reporting platform. The contractor is further expected to integrate data from the different categories into meaningful and advanced fleet management reports that will assist Fleet Managers with decision-making on both operational and strategic levels.

5.2.1.6 The Contractor appointed under this Category must provide the reports on all users of the contract for all categories, irrespective of them not making use of the services as set out in Category A or A1. Some users may only make use of a fuel card or a tracking device. Such information shall be incorporated into a single reporting platform.

5.2.1.7 The platform should make provision for mobile-friendly web access or an Android and IOS Application through which fleet information can easily be accessed and approvals for maintenance and repair transactions can be granted.

5.2.1.8 The contractor must ensure that they have the required systems in place to ensure the sharing of large data sets of information. This can be done through a self-service portal or a data sharing platform.



- 5.2.1.9 The contractor must ensure that measures are in place to ensure the accuracy of data. This must be done through regular system and data audits.
- 5.2.1.10 Management and conducting inspections of merchants.
- 5.2.1.11 Conduct Pre-inspection and Post-inspection of vehicles.
- 5.2.1.12 Payments of merchants and billing to end-user departments.
- 5.2.1.13 Provide support services such as a call centre and ensure a national footprint (offices in all nine provinces) to ensure efficient delivery of services to all participating departments nationwide.
- 5.2.2 **Category B: Fuel, Oil and Toll**
- 5.2.2.1 The State requires a solution for the procurement of fuel, oil and toll and, where applicable, alternative fuels or electric charging. This includes the provision of fuel cards to be used for the payment of fuel, oil and toll.
- 5.2.2.2 A system for collecting fuel transactions from bulk fuel sites and the management of on-road fuel distribution from bulk fuel sites.
- 5.2.2.3 The management and verification of all fuel transactions, including the oversight of transaction flows, payment to fuel merchants, billing to end users, and generation of management reports.
- 5.2.2.4 Ensuring the integration of transactional data with the contractor appointed under Category A.
- 5.2.2.5 Issuing of bulk fuel cards, where required.
- 5.2.2.6 The payment of fuel merchants and the billing to end-user departments.
- 5.2.3 **Category C and C1: Tracking, On-board Cameras, and Driver Management**
- 5.2.3.1 Category C will be divided into Category C and C1 to address the needs of users with varying requirements and processes, such as hosting the system on in-house servers for meeting additional security requirements, such as law enforcement.
- 5.2.3.2 The State requires the procurement of three (3) distinct tracking and vehicle monitoring systems under this contract. The tracking devices must accommodate basic, intermediate, and advanced units.
- 5.2.3.3 All tracking systems will be leased for the full duration of the contract. The State will not purchase any units.
- 5.2.3.4 The Contractor will be required to remove all units fitted during the contract period upon the termination of the contract.
- 5.2.3.5 The State requires a "tag" or a secure method to identify the driver of each State vehicle.



5.2.3.6 For on-board camera requirements, units must be equipped with a microphone and speaker and support audio recording functionality where required, must be operational at all times and support live streaming.

5.2.3.7 The state requires the procurement of three (3) distinct cameras: road-facing dash cam, driver or in-cab facing cameras and auxiliary cameras.

5.2.4 **Category D: Vehicle Condition, Vehicle Booking and Traffic Fine Management**

5.2.4.1 The State requires a web-based solution for the management of vehicle bookings, identification of the driver through a booking system.

5.2.4.2 Linked to this system, the Contractor must ensure that the government can manage and reroute traffic fines upon receiving the pre-notification through the AARTO system. This should be done with consideration of the geographical areas in which these vehicles operate and should include support for mobile operating systems such as iPhone Operating System (iOS) and Android-related applications or a mobile-friendly web interface.

5.2.5 **Category E: Auctioneering Services**

5.2.5.1 The State requires a Contractor to render professional auctioneering services.

5.2.5.2 This service will include both physical and online auctions, with provisions for de-fleeting, whereby all vehicles will be transported to the auctioneer's premises for sale.

6 **TECHNICAL SPECIFICATIONS REQUIREMENTS**

6.1 The detailed contract deliverables and service requirements are as per **Annexure B** for the bid, which is for the provision of vehicle fleet management services. The bid consists of five (5) categories with a total of twenty-six (26) line items. The summary details are as follows:

Table 2: Summary of Technical Specifications Categories

#	CATEGORY	CATEGORY DESCRIPTION	ITEMS IN THE CATEGORY
1.	Category A & A1	Managed Maintenance, Repairs, Accident Repairs, Data Integration and Reporting	2
2.	Category B	Fuel, Oil and Toll	3
3.	Category C & C1	Tracking, On-board Cameras and Driver Management	11
4.	Category D	Vehicle Condition, Vehicle Booking and Traffic Fine Management	2
5.	Category E	Auctioneering Services	8
TOTAL NUMBER OF ITEMS IN THE BID			26



6.2 Financial Considerations and Funding

- 6.1.1 Attached to the bid as **Annexure J** are the statistics, including historical expenditure on the contract. All contractors must ensure that they have sufficient funding available for the execution of the contract. The estimated quantities will be used for the determining the total value of the group series for allocation of points for price, please refer to the pricing schedule, **Annexure A**.
- 6.1.2 National Treasury will sign any credit facility letter as may be required for Category A and Category B in terms of the Banks Act, 1990 Act No. 94 of 1990 Act 13 of 2002 and its Regulations as required.
- 6.1.3 The Credit Facility Letter must be in line with the requirements of the contract, with no counter conditions. The Credit Facility Letter must be submitted to National Treasury within three weeks of the award of the Contract.
- 6.1.4 The State reserves the right to negotiate the contents of the Credit Facility letter with the successful bidders.

6.3 Relevant Statistics and Estimated Quantities

- 6.1.5 Please note that these statistics (**Annexure J**) are provided solely for the purpose of preparing this bid and serve only as a guideline for the expected volumes of this contract. The State does not guarantee that the number of vehicles in the fleet at the time of implementation will match the figures indicated in this document. These are merely estimates to assist in the compilation of bids.
- 6.1.6 The State does not and shall not guarantee the fleet size or any other statistics provided as part of this bid as contracted by the State.
- 6.1.7 The Contractor is required to obtain knowledge of the State's business principles and accordingly assist with the optimisation of its fleet. Consequently, the Contractor will be contractually required throughout the contract period to provide recommendations to optimally manage the fleet size and cost.
- 6.1.8 The statistics provided to assist the contractors in the compilation of their bids are attached to this document as Annexure J.



SECTION B: CONDITIONS OF BID

7 PART 1: EVALUATION CRITERIA

7.1 The details of the evaluation phases are outlined below:

Table 3: Evaluation Criteria

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

7.1.1 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.

7.2 PHASE 1: MANDATORY REQUIREMENTS

7.2.1 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 requirement for compliance. Bidders who fail to comply with the mandatory requirement will be disqualified.

7.2.2 Pricing Schedule

7.2.2.1 The pricing schedule (**see Annexure A**) 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.

7.2.2.2 Bidders are required to complete a mandatory Pricing Schedule Annexure A as a response to how much the items offered will be charged. Failure to submit the Annexure A Pricing Schedule will invalidate the bid response.

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

7.2.2.4 If no fee is charged for a specific service, the bidder must indicate a R0.00 pricing for the item and not leave it blank.

7.2.2.5 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 will invalidate the bid.

7.2.2.6 Prices must be all-inclusive, this includes VAT (if registered for VAT), and any other related costs that may influence the price. No additional costs will be considered post-award.



- 7.2.2.7 The Pricing Schedule (Annexure A) must be submitted online in an XLSX Excel format.
- 7.3 **PHASE 2: ADMINISTRATION AND LEGISLATION REQUIREMENTS EVALUATION**
- 7.3.1 Bidders must submit the following documents listed below to comply with the policy to guide uniformity in procurement reform processes.
- 7.3.1.1 **SBD 1** – Invitation form to bid.
- 7.3.1.2 **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.
- 7.3.1.3 **SBD 4** – Bidders Disclosure
- 7.3.1.4 **SBD 6.1** - Preference points claim form.
- 7.3.1.5 **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 services in full, sign it, and submit it together with the bid response at the closing date and time of the bid invitation.
- 7.3.1.6 **Central Supplier Database** - Bidders are required to submit their Central Supplier Database report.
- 7.3.1.7 **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.
- 7.3.1.8 **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.
- 7.3.1.9 **Copy of Identity Document (Directors/Owners)** - Bidders are required to submit a copy of an identity document of the directors and/or owners.
- 7.3.2 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.
- 7.4 **PHASE 3: TECHNICAL SPECIFICATION REQUIREMENTS**
- 7.4.1 Only bidders who have complied with Phases 1 and 2 will be evaluated in Phase 3. During this phase, bidders’ responses will be evaluated based on the technical requirements applicable to the category or categories for which they are bidding. Non-compliance with any of the requirements listed below will result in the disqualification of the bid for the relevant category or categories being evaluated.
- 7.4.2 The technical compliance evaluation is in two parts, **Part A** and **Part B**.



7.4.3 For Categories A and C, only the bidders who fully comply with **Part A** of the evaluation requirements will be evaluated further in **Part B**.

7.4.4 For Categories B, D & E, only the bidders who fully comply with **Part A** of the evaluation requirements will proceed and be evaluated further in Phase 4 of the evaluation.

PART A

7.4.5 **Authorization Declaration:**

7.4.5.1 Any bidder who is using a sub-contracting partner to offer the required service offering must submit a valid Third-Party Undertaking letter (template provided as TCD 13.2) in full for all relevant services. The letter of undertaking from the service partner/sub-contracting partner must include a letter with the following information:

a) In terms of equipment: Item(s) number, item description, and brand/model name.

b) In terms of solution services, installation, maintenance, management offered by subcontracted service partners – the bidder must list the type of service to be offered by the relevant service partner/sub-contracting partner.

c) The letter must be on the service partner/sub-contracting partner's letterhead, dated and signed.

d) The letter must not be older than 30 days at the closing date and time of the bid.

e) The letter must have the contact's name, physical and postal address, telephone, and email details, and the capacity with which a person is signing the letter.

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

7.4.5.2 The letter of undertaking must be from the service partner/sub-contracting partner that the service will be offered. The letter of undertaking and supporting documents must be submitted with the bid at the closing date and time of the bid.

7.4.5.3 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 State will exercise any of the remedies available to it in this bid document.

7.4.5.4 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.

7.4.5.5 Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), by the above provisions may invalidate the bid for such goods or services offered.

7.4.6 **Financial Guarantee:**

7.4.6.1 Where a bidder is applying for more than one Category, the bidder may submit a single Financial Guarantee confirmation letter, provided that the total value of the guarantee equals the combined amounts required for each category, see instructions in paragraph 7.4.10 below.



7.4.7 Liability Insurance Cover:

7.4.7.1 Where a bidder is applying for more than one Category, the bidder may submit a single Liability Insurance Cover letter, certificate or quotation, provided that the total value of the cover equals the combined amounts required for each category, see instructions in paragraph 7.4.10 below.

7.4.8 Implementation Plan

7.4.8.1 Where a bidder is applying for more than one Category, the bidder must submit separate Implementation Plans for each category, clearly addressing all the elements specified for that category, as outlined in the table in paragraph 7.4.10 below.

7.4.9 Reference Letters

7.4.9.1 Where the bidder is applying for more than one Category, the bidder must submit separate Reference Letters for each category, clearly addressing all the elements specified for that category, as outlined in the table in paragraph 7.4.10 below.

7.4.10 The table below outlines the compliance documents that bidders must submit. Non-compliance with any of the requirements listed below will result in the disqualification of the bid for the relevant category or categories being evaluated:

#	Compliance Documents per Category:
Category A and A1: Managed Maintenance, Repairs, Accident Repairs, Data Integration and Reporting	
1.	<p>Implementation Plan:</p> <p>The bidder must submit an implementation plan detailing the activities with clear timelines to ensure that the contract is successfully implemented. The full implementation must be completed on or before the contract commencement date of 1 April 2026.</p> <p>The implementation plan must address the following key activities:</p> <ul style="list-style-type: none"> i. Analysis of the bidder's current system and the necessary developments to meet the contract requirements. ii. The process of how data will be integrated, verified and tested to ensure that the data is accurate and complete. iii. System training on maintenance procedures, drawing of reports and other operational processes to the end users of the contract. iv. The bidder's current call centre setup, training of call centre agents and capacity
2.	<p>Reference Letter/s:</p> <p>The bidder must submit a reference letter/s confirming fleet management experience in the management of maintenance and repairs for at least 5,000 vehicles over five (5) years. The 5000 vehicles can be made up of multiple contracts, as supplied in different reference letters. The reference letter/s must not be older than five (5) years.</p>



	<p>The following information must be contained in the reference letter/s:</p> <ul style="list-style-type: none"> i. Confirmation of maintenance and repair services, indicating the number of vehicles and the period over which the services were rendered. ii. The letter/s must be on the client's letterhead, dated and signed. iii. Have the client's name, physical and postal address, telephone, and email details, and the capacity of the person signing the letter.
3.	<p>Curriculum Vitae (CV) of Project Manager for RT46-2026:</p> <p>The proposed Project Manager must have at least 10 years' experience in fleet management and the implementation of similar projects.</p> <p>In order to prove this, the bidder must submit the CV of the individual, clearly outlining the number of years of experience in fleet management and implementing similar projects, along with specific roles and responsibilities held.</p>
4.	<p>Financial Guarantee:</p> <p>The bidder must submit a financial guarantee confirming access to funding in the amount of R150 million. The financial guarantee must be issued by a registered South African bank regulated by the South African Reserve Bank (SARB), a licensed financial institution or insurer regulated by the Financial Sector Conduct Authority (FSCA).</p> <p>To this extent, the financial guarantee must be dated and signed and must contain the following information:</p> <ul style="list-style-type: none"> i. Must be on the official letterhead of the issuing financial institution ii. Name of the financial institution iii. Contact details of the financial institution, which include physical and postal address, telephone numbers and email address iv. Guarantee must be addressed to the bidding company v. Indicate access to funding of R150 million vi. Indicate that it is explicitly issued for RT46-2026 and valid for the entire contract duration, i.e. 01 April 2026 to 31 March 2031 vii. Full name, designation and capacity of the individual signing the guarantee.
5.	<p>Liability Insurance Cover:</p> <p>The bidder must submit valid proof of liability insurance cover, in the form of a confirmation letter, certificate or a quotation from an insurer that is licensed and regulated by the Financial Sector Conduct Authority (FSCA), indicating coverage of not less than R100 million.</p>

Category B: Fuel, Oil and Toll



1.	<p>Implementation Plan:</p> <p>The bidder must submit an implementation plan detailing the activities with clear timelines to ensure that the contract is successfully implemented. The full implementation must be completed on or before the contract commencement date of 1 April 2026.</p> <p>The implementation plan must address the following key activities:</p> <ul style="list-style-type: none"> i. The process of how data will be integrated, verified and tested to ensure that the data is accurate and complete. ii. Processes for the manufacturing and printing of fuel cards. iii. Distribution of fuel cards
2.	<p>SARB confirmation letter:</p> <p>The bidder must be a registered bank licensed in terms of the Banks Act, No. 94 of 1990. In order to prove this, the bidder must submit their valid confirmation letter or valid certificate issued by the South African Reserve Bank, confirming its registration.</p>
3.	<p>Reference letter/s:</p> <p>The bidder must submit reference letters that confirm the provision of fuel cards and fuel management for at least 10,000 vehicles over a period of five (5) years. The 10,000 vehicles can be made up of multiple contracts, as supplied in different reference letters. The reference letter/s must not be older than five (5) years.</p> <p>The following information must be contained in the reference letter/s:</p> <ul style="list-style-type: none"> i. Confirmation of the number of fuel cards issued and the facility provided. ii. The letter/s must be on the client's letterhead, dated and signed. iii. Have the client's name, physical and postal address, telephone and email details and the capacity of the person signing the letter/s.
<p>Category C and C1: Tracking, On-Board Cameras, and Driver Management</p>	
1.	<p>Implementation Plan:</p> <p>The bidder must submit an implementation plan detailing the activities with clear timelines to ensure that the contract is successfully implemented. The full implementation must be completed on or before the contract commencement date of 1 April 2026.</p> <p>The implementation plan must address the following key activities:</p> <ul style="list-style-type: none"> i. Fitment schedules for tracking units ii. The maximum and minimum number of units to be fitted iii. Reference to geographical areas, the number of technicians or subcontractors iv. SIM card or activation management, v. The details of secured fitment sites or whether government premises will be required.
2.	<p>Financial Guarantee:</p>



	<p>The bidder must submit a financial guarantee confirming access to funding in the amount of R10 million. The financial guarantee must be issued by a registered South African bank regulated by the South African Reserve Bank (SARB), by a licensed financial institution or insurer regulated by the Financial Sector Conduct Authority (FSCA).</p> <p>To this extent, the financial guarantee must be dated and signed and must contain the following information:</p> <ol style="list-style-type: none"> i. Must be on the official letterhead of the issuing financial institution ii. Name of the financial institution iii. Contact details of the financial institution, which include physical and postal address, telephone numbers and email address iv. Financial guarantee must be addressed to the bidding company v. Indicate access to funding of R10 million vi. Indicate that it is explicitly issued for RT46-2026 and valid for the entire contract duration, i.e. 01 April 2026 to 31 March 2031 vii. Full name, designation and capacity of the individual signing the guarantee.
3.	<p>Type Approval Certificate issued by the Independent Communications Authority of South Africa (ICASA):</p> <p>The bidder must submit a copy of their valid Type Approval certificate issued by ICASA, confirming that the electronic communication equipment intended for installation, tracking and monitoring complies with national regulatory standards.</p>
4.	<p>Liability Insurance Cover:</p> <p>The bidder must submit valid proof of liability insurance cover, in the form of a confirmation letter, certificate or a quotation from an insurer that is licensed and regulated by the Financial Sector Conduct Authority (FSCA), indicating coverage of not less than R5 million.</p>
5.	<p>Reference letter/s:</p> <p>The bidder must provide reference letter/s that confirm the fitment and management of at least 10,000 vehicles (units) over a period of 5 years.</p> <p>The following information must be contained in the letter:</p> <ol style="list-style-type: none"> i. Confirmation of the number of vehicles ii. The letter must be on the client's letterhead, dated and signed. iii. Have the client's name, physical and postal address, telephone. and email details, and the capacity of the person signing the letter/s.
Category D: Vehicle Condition, Vehicle Booking and Traffic Fine Management	
1.	<p>Reference letters:</p>



	<p>The bidder must submit at least two (2) reference letters, confirming experience in the development of fleet-related IT systems.</p> <p>The following information must be contained in the letters:</p> <ol style="list-style-type: none"> i. Confirmation of services rendered where fleet-related IT development was a requirement. ii. The letters must be on the client's letterhead, dated and signed. iii. Have the client's, physical and postal address, telephone, email details, and the capacity of the person signing the letters.
Category E: Auctioneering Services	
1.	<p>Liability Insurance Cover:</p> <p>The bidder must submit valid proof of liability insurance cover, in the form of a confirmation letter, certificate or a quotation from an insurer that is licensed and regulated by the Financial Sector Conduct Authority (FSCA), indicating coverage of no less than R10 million.</p>
2.	<p>Reference Letters:</p> <p>The bidder must submit at least three (3) reference letters confirming experience in conducting similar projects. The reference letters must clearly indicate that the bidder has auctioned a minimum of 150 vehicles, either on multiple occasions or during a single auction event.</p> <p>The following information must be contained in the reference letters:</p> <ol style="list-style-type: none"> i. Confirmation of auctioneering services and the number of vehicles auctioned. ii. The letters must be on the client's letterhead, dated and signed. iii. Have the client's name, physical and postal address, telephone. and email details, and the capacity of the person signing the letters.

PART B

7.4.11 SYSTEM MANAGEMENT SOLUTION REQUIREMENTS

7.4.12 Part B is only applicable to bidders who offered a bid for category A and C and have complied with Part A for categories A and C. During this evaluation phase, bidders' responses will be evaluated based on their system capacity and capability.

7.4.13 Demonstration of system capacity and capability

7.4.13.1 Shortlisted bidders will be required to demonstrate their system capabilities as part of the evaluation process. The National Treasury will notify shortlisted bidders of the date and time of their live demonstration, which will be held physically at the premises of the bidder. Bidders are advised to be prepared to present and demonstrate as required at any time after the closing date and time of the bid, as scheduling will be at the discretion of the National Treasury.



- 7.4.13.2 The bidders' system must be fit for purpose. The table below will serve as the basis for confirming the technical requirements during Part B of the evaluation process, as outlined in the Special Conditions of Contract for Category A and Category C. The bidder will be required to conduct a live demonstration and presentation of their system, addressing each of the requirements listed below.
- 7.4.13.3 Only the bidders that fully comply with all the technical system requirements listed in the table below (Table 4: Technical System Requirements) will be considered and proceed to Phase 4.
- 7.4.13.4 Where the minimum requirements outlined in this document are already fulfilled by the bidder, such features should be demonstrated as part of the live demonstration.
- 7.4.13.5 In cases where a requirement is unique to this contract or not currently supported by the bidder's system, the bidder must address this in their presentation, outlining the necessary developments and providing a detailed plan with time frames for how these will be implemented.
- 7.4.13.6 Technical System Requirements:

Table 4: Technical System Requirements for Part B Evaluation

#	SOLUTION TECHNICAL SYSTEM REQUIREMENTS
Category A and A1: Managed Maintenance, Repairs, Accident Repairs, Data Integration and Reporting	
1.	New Customer / Loading of End User
	Demonstration of the process for loading a new client and capturing information. Minimum requirements: <ul style="list-style-type: none"> a) Name of entity: Include reference to the levels of reporting as per the SCC. b) Address: Full address details of the entity. c) Names and contact details of officials: Capture and verify the names and contact information of relevant officials. d) Verification of billing cut-off dates: Ensure billing cut-off dates are accurately verified. e) Billing details: Capture billing details in accordance with the defined levels. f) Mandate details management: Capture and manage mandate details in compliance with Section 15 of Annexure B
2.	Onboarding of vehicles
	Demonstration of how an asset / vehicle is imported or captured onto the maintenance system with all the relevant fields. <ul style="list-style-type: none"> a) Relevant fields to be captured: b) Vehicle Identification Number (VIN): Unique identifier for the vehicle. c) Asset/Vehicle type: Classification of the vehicle (e.g., sedan, truck, etc.). d) Make and model: Manufacturer and model of the vehicle.



	<ul style="list-style-type: none"> e) Engine number: Unique identifier for the engine. f) Registration number: Vehicle's registration number. g) Date of registration: Date when the vehicle was registered. h) Vehicle colour: Colour of the vehicle. i) Odometer reading: Current mileage or usage of the vehicle. j) Service history: Record of past maintenance and repairs. k) Owner/Assigned Department: Name of the vehicle owner or the department responsible. l) Maintenance schedule: Frequency and type of services required (e.g., oil, service/maintenance intervals, change, tyre rotation). m) Maintenance and Service plans: Should have the details of all maintenance and service plans. n) Vehicle status: Current operational status (active, inactive, in service, etc.). o) Part numbers (Such as serial numbers on batteries etc.) p) Parts warranties: Warrantees on parts fitted during service, maintenance or repairs
3.	Onboarding of merchants
	<p>Demonstration: Process for importing or capturing merchant details onto the maintenance system</p> <p>Minimum Requirements:</p> <ul style="list-style-type: none"> a) Merchant name: Full name of the merchant or service provider. b) Contact details: Including phone numbers, email addresses, and primary point of contact. c) Address: Full physical address of the merchant. d) GEO location: Geographical location (latitude and longitude) of the merchant. e) Capacity: The merchant's operational capacity (e.g., number of vehicles they can service). f) Capabilities (Specialization): Specific areas of expertise or services the merchant specializes in (e.g., mechanical repairs, auto electrical, etc.). g) BBBEE Details: Information regarding the merchant's Broad-Based Black Economic Empowerment (BBBEE) status. h) HDI Ownership Information: Details regarding the ownership by Historically Disadvantaged Individuals (HDI). i) Past expenditure per merchant: Historical spending or expenditure data with the merchant.
4.	Request for Maintenance of Repairs
	<p>End users submitting a request for maintenance or repairs</p> <p>Minimum Requirements:</p> <ul style="list-style-type: none"> a) Initiation of the transaction: The request should be initiated through the call center, the system, or a mobile application.



	<ul style="list-style-type: none"> b) Identifying the maintenance requirement: The system must capture the specific maintenance or repair needs as provided by the end user. c) Identifying the merchant: Selection of an appropriate merchant based on their capacity and capabilities to handle the requested work. d) Obtaining a quotation: The process must include obtaining a formal quotation from the chosen merchant for the required work. The bidder needs to indicate what measures will be implemented to meet the required time frames as per the SCC. e) Work distribution requirements: Detailed explanation of how the work distribution, as outlined in Annexure C, will be adhered to and met.
5.	Validation of maintenance or repair quotations
	<p>Minimum Requirements:</p> <ul style="list-style-type: none"> a) Quotation comparison: The received quotation from the merchant must be compared against the following criteria: b) Electronic quoting tool/ system: The system should provide an accurate electronic quoting tool that ensures acceptable parts pricing and labour times for the work to be undertaken. c) Labour: The system must have hourly labour rates to be used for benchmarking when the quotation is received – including the anticipated timeframe within which the job needs to be completed and the total price for labour. d) Independent parts platform and pricing: The bidder must explain how an independent parts platform will be established and maintained, and how this platform will be incorporated into the system to ensure that part prices are independent. This must include how net Original Equipment Manufacturer (OEM) pricing will be sourced. e) Best alternate part options: The bidder must describe how the system will determine and incorporate the best available alternate part options, where applicable. f) Management of time and value elements: The system must demonstrate how it manages all time and value components of the repair process, ensuring accuracy and transparency.
6.	Approval of the maintenance or repair
	<p>Minimum Requirements:</p> <ul style="list-style-type: none"> a) End User Mandates: The system must clearly indicate how end user mandates will be managed throughout the approval process. b) Approval process: The system must provide a method for obtaining approval from the end user, which can be via the system, email, or mobile application. c) Communication with merchant: Once approval is obtained, there must be a clear process for communicating the approval to the merchant and informing the end user.



	d) Follow-up: A mechanism must be in place to follow up with the merchant to ensure they have received the authorization and can proceed with the maintenance or repair.
7.	Electronic accident repair quotation system
	<p>Minimum requirements:</p> <p>a) System demonstration: The bidder must demonstrate the electronic accident repair system, addressing the following key aspects:</p> <p>b) Damage Assessment: Explanation of how the system will assess the damage to the vehicle.</p> <p>c) Parts Pricing: How the system will incorporate parts pricing into the quotation process.</p> <p>d) Quotation Generation: The method by which the system determines and generates accurate repair quotations.</p> <p>e) Alternative Presentation: If the electronic accident repair system is not part of the bidder's current system, a presentation must be provided detailing the system the bidder will implement.</p>
8.	Vehicle inspections
	<p>Minimum Requirements:</p> <p>a) Electronic Vehicle Inspections: The bidder must indicate how electronic vehicle inspections will be conducted, outlining the use of technology in the process.</p> <p>b) The system must demonstrate how it will ensure that the required time frames as set out in the SCC for inspections will be met.</p>
9.	Merchant inspections
	<p>Minimum Requirements:</p> <p>a) Electronic Merchant Inspections: The bidder must indicate how electronic merchant inspections will be conducted, detailing the use of technology in the process.</p> <p>b) The system must demonstrate how it will ensure compliance with the required time frames for completing merchant inspections.</p>
10.	Billing
	<p>Minimum requirements</p> <p>a) Current billing to end users: The bidder must demonstrate their current billing process to clients, including the classification of different types of transactions.</p> <p>b) Billing Cut-off Dates: The system should demonstrate how it accommodates different billing cut-off dates for various transactions.</p> <p>c) Levels of Billing: The system must indicate how it handles different levels of billing. For example, billing a National Department at the provincial level, or another entity at a regional level, should be clearly outlined.</p>
11.	Reporting requirements
	Minimum Requirements:



	<p>a) Report Generation: The bidder must demonstrate how different reports are generated on the system, allowing for variable parameters.</p> <p>b) Basic Reports: The system must generate essential reports such as: Asset register Maintenance expenditure Types of maintenance Vehicles with services due, etc.</p> <p>c) Web Interface Accessibility: The bidder must explain how these reports will be made available to end users of the contract via a web interface, with access granted to officials at different levels.</p> <p>d) User Validation: The system must indicate how user validation will be managed through password protection, ensuring secure access to reports.</p>
12.	Access to documentation and Audit trails
	<p>Minimum Requirements:</p> <p>a) Audit Trails: The system must maintain audit trails to track documents and approvals throughout the process, ensuring transparency and accountability.</p> <p>b) Action Logging: Every action taken within the system must be logged securely, protecting both end users and administrators.</p> <p>c) Access to transaction-related documentation: The bidder must indicate how end users will have access to transaction-related documentation, including quotations, vehicle inspections, and approvals.</p>
<p>Category C and C1: Tracking, On-Board Cameras, and Driver Management</p>	
1.	Vehicle Tracking:
	<p>Minimum Requirements:</p> <p>a) System 2:</p> <ul style="list-style-type: none"> • The bidder must demonstrate, on a live system, how a current vehicle is being tracked. • The system should show how speeding events are identified. • The process for setting up zones must also be demonstrated. <p>b) System 3:</p> <p>The bidder must indicate how the requirements of System 3 are met, with the addition of some features such as:</p> <ul style="list-style-type: none"> • Monitoring vehicle ignition • Battery connectivity monitoring • Monitoring of excess idling



	<ul style="list-style-type: none"> Over-revving monitoring
2.	On-Board Cameras:
	a) The bidder must demonstrate, on a live system; <ul style="list-style-type: none"> How the various cameras that are fitted to vehicles are operated, including live streaming, capturing of incidents and the viewing of historical footage.
3.	Reporting requirements:
	Minimum Requirements: <ul style="list-style-type: none"> Vehicle Tracking Reports: The bidder must demonstrate how basic vehicle tracking reports are generated on the system, allowing for variable parameters. Web Interface Accessibility: The system must indicate how these reports will be made available to end users of the contract through a web interface, with access granted to officials at different levels. User Validation: The system must outline how user validation will be managed through password protection to ensure secure access to reports and data.

7.5 PHASE 4: PRICE AND SPECIFIC GOALS

7.5.1 Pricing Schedule and Structure Requirements

7.5.1.1 Only the bidders who have complied with all phases will be evaluated in Phase 4.

7.5.1.2 Prices quoted must be furnished based on “delivered to State facility” country-wide, inclusive of VAT. No additional costs will be considered post-award.

7.5.1.3 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.

7.5.1.4 If no fee is charged for a specific service, the bidder must indicate a R0.00 pricing for the item and not leave it blank.

7.5.1.5 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.

7.5.1.6 Conditional discounts offered will not be taken into consideration during evaluation.

7.5.1.7 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.

7.5.1.8 Pricing Schedule (Annexure A) must be submitted online in an XLSX Excel format.



- 7.5.1.9 The State will not pay any amounts to the appointed Contractor that are not reflected on the Annexure A: Pricing Schedule at the time of bid submission.
- 7.5.1.10 Prices submitted for this bid must be entered in the fields provided on the pricing schedules included with the bid.
- 7.5.1.11 Pricing structures that do not comply with this requirement will result in the bid being invalid.
- 7.5.1.12 End users will have the option to select any one of the services listed in the pricing schedule and will not be required to utilise all services within a specific category of this contract.
- 7.5.1.13 The Total Bid Price quoted as calculated per category will be used for the evaluation of the bid and may take into consideration the statistics provided in Annexure J.

7.5.2 Preferential Point System

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:

- 7.5.2.1 The bid price (Maximum of 90 points)
- 7.5.2.2 Historically disadvantaged individuals as well as specific goals (maximum 10 points)
- 7.5.2.3 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 a of bid under consideration
- P_t = Comparative price of a bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

- 7.5.2.4 The following goals will be used to calculate the points for specific goals out of 10 points:

Table 5: Specific Goals

SPECIFIC GOALS	POINTS ALLOCATED OUT OF 10
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	5



Preference points for equity ownership by historically disadvantaged Individuals, who is a female	5
TOTAL POINTS	10

- 7.5.2.5 The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.
- 7.5.2.6 **SBD 6.1:** Bidders are required to complete the SBD 6.1 form to claim preference points. Only a bidder who has completed and signed the declaration part of the SBD 6.1 preference points claim forms will be considered for preference points.
- 7.5.2.7 The bidder’s Central Supplier Database (CSD) report, CIPC registration documents, and copies of Identity Documents (ID) submitted will serve as proof of ownership and directorship of the company.
- 7.5.2.8 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.
- 7.5.2.9 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.
- 7.5.2.10 Points scored will be rounded off to the nearest 2 decimals.
- 7.5.2.11 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.
- 7.5.2.12 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.
- 7.5.2.13 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
- 7.5.2.14 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.

- 7.5.2.15 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.
- 7.5.2.16 Equity in private companies must be based on the percentage of equity ownership.
- 7.5.2.17 Preference points may not be awarded to public companies and tertiary institutions.
- 7.5.2.18 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.
- 7.5.2.19 Documentation to substantiate the validity of the credentials of the trustees contemplated in the paragraph above must be submitted to the Office.
- 7.5.2.20 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.
- 7.5.2.21 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.

7.5.3 Items Grouped as a Series

- 7.5.3.1 Items that have been grouped as a series, as indicated in the pricing schedule, will be allocated preference points for price using the total amount of the group series.
- 7.5.3.2 Bidders are required to offer prices for all units/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 may disqualify the bidder for all the items in the group series.
- 7.5.4 Items to be evaluated as a group:
 - 7.5.4.1 The following items will be evaluated as a group and bidders must price for all items per group, failure to price for all items in a group will invalidate the offer for the group in question.

#	Category	Group Number	Items
1.	Category A and A1	Group 1	RT46-01-01
			RT46-01-02
2.	Category B	Group 2	RT46-02-01



			RT46-02-02
			RT46-02-03
3.	Category C and C1	Group 3	RT46-03-01
			RT46-03-02
			RT46-03-03
			RT46-03-04
			RT46-03-05
			RT46-03-06
			RT46-03-07
			RT46-03-08
			RT46-03-09
			RT46-03-10
			RT46-03-11
4.	Category D	Group 4	RT46-04-01
			RT46-04-02
5.	Category E	Group 5	RT46-05-01
			RT46-05-02
			RT46-05-03
			RT46-05-04
			RT46-05-05
			RT46-05-06
			RT46-05-07
			RT46-05-08

7.5.5 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.

7.5.6 Cost Breakdown

7.5.6.1 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.

7.5.6.2 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.

7.5.6.3 **Example:**

Table 6: Example of Cost Breakdown

Cost-driver	% Total Cost
Financial Services	50%
Transport	20%
Labour	15%
Insurance	15%
The total % of the item	100%

7.5.7 **Responsive Bids**

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



8 PART 2: ADDITIONAL BID REQUIREMENTS

8.1 TERMS AND CONDITIONS OF BID

8.1.1 Counter Conditions

8.1.1.1 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.

8.1.1.2 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.

8.1.1.3 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.

8.1.2 Fronting

8.1.2.1 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.

8.1.2.2 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.

8.1.2.3 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.

8.2 SUBMISSION OF BIDS

8.2.1 Online Bid Submission

8.2.1.1 Bidders must submit their bids online through the eTender Publication portal.

8.2.1.2 Manual or hardcopy bids are not acceptable.

8.2.1.3 The online eTender publication portal can be accessed on the following link:



<https://www.etenders.gov.za/>

- 8.2.1.4 The link to the guide for online bid submissions is: <https://youtu.be/B7pNseNJYHM>
- 8.2.1.5 Bidders must adhere to all the rules for the online bid submission.
- 8.2.1.6 Bidders' attention is drawn to the sequential submission format as per the checklist on Table 1.
- 8.2.1.7 The Pricing Schedule (**Annexure A**) should be in an XLSX excel sheet format and not any other format.
- 8.2.1.8 As this bid is based on different categories, bidders must submit all the required documentation for which they are bidding.
- 8.2.1.9 Non-compliance with online bid submission WILL invalidate the bidder's response.
- 8.2.2 **Late Bids**
- 8.2.2.1 Bids submitted after the closing date and time will NOT be accepted for consideration.
- 8.3 **COMMUNICATION AND CONFIDENTIALITY**
- 8.3.1 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.
- 8.3.2 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.
- 8.3.3 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.
- 8.3.4 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).
- 8.3.5 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.
- 8.3.6 All communication between the bidder and the National Treasury TC office must be done in writing as per the Contact Details below.
- 8.3.7 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).

8.3.8 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.

8.4 **CONTACT DETAILS**

8.4.1 **General:** - National Treasury, Office of the Chief Procurement Officer, Chief Directorate: Transversal Contracting, Private Bag x115, Pretoria, 0001. Physical address: 40 Church Square, Pretoria

8.4.2 **Bid Enquiries:** - All inquiries should be in writing to Erica.Dennis@Treasury.gov.za. The closing date for receipt of all inquiries is **30 July 2025**. All inquiries beyond the closing date will not be considered.



9 PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS

9.1 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.

9.2 On approval of the recommendation/s and appointment/s, the successful bidder(s) will sign an appointment letter together with the Transversal Contracting Agreement (TCA) for the provision of vehicle fleet management services to the State 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.

9.3 Tax Compliance Requirements

9.3.1 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.

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

9.3.3 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.

9.3.4 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.

9.4 Multiple Award

9.4.1 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 with end-user requirements. The maximum number of bidders per item to be awarded will be at the discretion of BEC.

9.5 Negotiations

9.5.1 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.

9.6 Due Diligence

9.6.1 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.

9.7 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.

9.8 **Right of Award**

9.8.1 The State reserves its following rights -

9.8.1.1 To award the bid in part or in full,

9.8.1.2 Not to make any award in this bid or accept any bids submitted,

9.8.1.3 To award Categories in whole and not on item level,

9.8.1.4 Request further technical information from any bidder after the closing date,

9.8.1.5 Verify information and documentation of the bidder(s),

9.8.1.6 Not to accept any of the bids submitted,

9.8.1.7 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

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



SECTION C: CONDITIONS OF CONTRACT

10 CONCLUSION OF CONTRACT

- 10.1 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.
- 10.2 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 RT46-2026 is concerned:
- 10.2.1 Bid Documents
- 10.2.2 Letter of Appointment
- 10.2.3 Award Documents
- 10.2.4 Transversal Contracting Agreement (TCA)
- 10.3 If there is any contradiction between the abovementioned 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 RT46-2026 transversal contract.

11 PARTICIPATING STATE INSTITUTIONS

- 11.1 This transversal contract RT46-2026 is intended to be utilised by various organs of the State as listed below:

Table 7: Participating Government Institutions

#	DEPARTMENT NAME
1.	Department of Correctional Services
2.	Department of Defence: South African Military Health Service
3.	Department of Electricity and Energy
4.	Department of Tourism
5.	Department of Transport
6.	Gauteng Department of Roads and Transport
7.	G-Fleet Management
8.	KwaZulu Natal Agriculture and Rural Development
9.	KwaZulu Natal Department of Community Safety and Liaison
10.	KwaZulu Natal Department of Cooperative Governance and Traditional Affairs



#	DEPARTMENT NAME
11.	Kwa-Zulu Natal Department of Economic Development, Tourism & Environmental Affairs
12.	Kwa-Zulu Natal Department of Education
13.	Kwa-Zulu Natal Department of Health
14.	Kwa-Zulu Natal Department of Human Settlements
15.	Kwa-Zulu Natal Department of Public Works
16.	Kwa-Zulu Natal Department of Social Development
17.	KwaZulu Natal Department of Sport, Arts and Culture
18.	KwaZulu Natal Department of the Premier
19.	Kwa-Zulu Natal Legislature
20.	Kwa-Zulu Natal Provincial Treasury
21.	KwaZulu-Natal Department of Transport
22.	Limpopo Department of Agriculture and Rural Development
23.	Limpopo Department of Co-operative Governance, Human Settlements and Traditional Affairs
24.	Limpopo Department of Economic Development, Environment and Tourism
25.	Limpopo Department of Health
26.	Limpopo Department of Social Development
27.	Limpopo Department of Transport and Community Safety
28.	Limpopo Provincial Treasury
29.	Mpumalanga Department of Health
30.	North West Cooperative Governance & Traditional Affairs
31.	North West Department of Community Safety and Transport
32.	North West Department of Education
33.	North West Department of Human Settlements
34.	North West Department of Public Works and Roads
35.	North West Provincial Treasury



12 POST-AWARD PARTICIPATION

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 National Treasury will only approve the application for participation upon confirmation being provided that funds are available and that the funds are ringfenced for services as set out in this contract. Non-payment by the entity for a period of 90 days may revoke the approval granted for participation.

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 on 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, the National Department of Transport, together with the National Treasury: Transversal Contracting, must be contacted for corrective actions.
- 13.2.2 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.
- 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 8: Contract Price Adjustment Formula

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

14.3 Adjustable amount

14.3.1 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.

14.4 Fixed portion

14.4.1 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.

14.5 **Cost components and proportions**

- 14.5.1 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.
- 14.5.2 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.
- 14.5.3 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 9: Contract Price Adjustment Cost Components

Cost Component	% Contribution
D1 – Financial services	
D2 - Transport	
D3 – Labour	
D4 – Insurance	
TOTAL (Cost components must add up to 100%)	100

14.6 **Applicable indices/references**

- 14.6.1 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 10: Applicable Indices/References

Cost component	Index Publication	Index Reference
D1 – Financial Services	STATS SA Statistical release P0141 (CPI Publication) Table E	Insurance and financial Services- Financial services



Cost component	Index Publication	Index Reference
D2 - Transport	STATS SA CPI PO141 Table E	Transport - Other goods and services
D3 - Labour	STATS SA CPI PO141 Table E OR Labour Agreement	All items OR Labour agreement to be provided
D4 – Insurance	STATS SA CPI PO141 Table E	Insurance and financial Services - Insurance

14.7 **Base index date**

14.7.1 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 **June 2025**.

14.8 **End index date.**

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

14.9 **Price adjustment periods**

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

Table 11: Price Adjustment Period

Adjustment	CPA application to reach the office at the following dates	End Index Date	Dates from which adjusted prices will become effective
1 st Adjustment	1 March 2027	January 2027	1 April 2027
2 nd Adjustment	1 March 2028	January 2028	1 April 2028
3 rd Adjustment	1 March 2029	January 2029	1 April 2029
4 th Adjustment	1 March 2030	January 2030	1 April 2030

**14.10 General**

- 14.10.1 Unless prior approval has been obtained from the National Treasury, Transversal Contracting, no adjustment in contract prices will be made.
- 14.10.2 Application for price adjustment must be accompanied by documentary evidence in support of any adjustment.
- 14.10.3 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.
- 14.10.4 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.
- 14.10.5 Bidders are referred to in the paragraph regarding counter conditions.
- 14.10.6 An electronic price adjustment calculator will be available on request from Transversal Contracting.
- 14.10.7 The State reserves the right to negotiate a price adjustment or not to grant any price adjustment.

15 DELIVERY ADHERENCE, ORDERS AND PAYMENTS**15.1 Orders**

- 15.1.1 Contractors should note that each purchasing State institution is responsible for generating the order(s) as well as the payment(s) thereof.
- 15.1.2 Contractors 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).
- 15.1.3 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.
- 15.1.4 The State is under no obligation to accept any quantities which are more than the ordered quantities.

15.2 Leases

- 15.2.1 Where the State is leasing the goods, which means there is no substantial transfer of all the risks and rewards incidental to ownership to the State. There will not be any ownership transferred by the contractor to the recipient/end-user at the end of the lease.
- 15.2.2 The contractor carries the risk of possible losses as a result of technological obsolescence, risk of repairs, maintenance, and also carries the risk of insurance costs.
- 15.2.3 Repair costs due to the recipient/end user's negligence or misuse, or accidental damage to equipment, are at the recipient/end user's expense and not covered by the contractor's insurance. The cost involved will only be known at the time of the incident, upon assessment of the incident.



15.3 **Continuity of Supply**

15.3.1 The contractor must ensure that it meets the demand of services throughout the contract and inform the National Treasury at first-hand knowledge of any circumstances that may result in interrupted supply, including but not limited to:

15.3.1.1 Industrial action,

15.3.1.2 Any other supply challenges.

15.3.2 In terms of the General Conditions of Contract and Special Requirements and Conditions of Contract, the participating authorities reserve the right to purchase outside of the contract to meet its requirements if:

15.3.2.1 The contracted supplier fails to perform in terms of the contract.

15.3.2.2 The item(s) are urgently required and not immediately available.

15.3.2.3 In the case of an emergency.

16 **NON-PAYMENT AND TERMINATION OF SERVICES**

16.1 **Payment terms:**

16.1.1 End users will pay as required and as prescribed by Treasury Regulation 8.2.3, within 30 days of receipt of invoice.

16.2 **Invoice dispute process**

16.2.1 The contractor shall supply an invoice with all the required supporting documentation to the end user to effect payment. The end user department can withhold payment where the supporting documentation does not correspond to the invoice provided.

16.2.2 Where the end user does not agree with a specific transaction, the end user shall request the contractor to remove such transactions or a credit note for the disputed transactions, while the dispute resolution procedure is followed.

16.2.3 The end user will pay for all transactions correctly reflected on the invoice.

16.3 **Escalation and termination of services**

16.3.1 The Contractor must escalate any non-payment by an end user in line with the mandate document signed by the end user.

16.3.2 The Contractor must issue a letter to the relevant end user, for the attention of the Accounting Officer and Chief Financial Officer of the end user and copy National Treasury and the National Department of Transport, where payment was not received within 60 days.



- 16.3.3 The Contractor will need to inform the relevant Accounting Officer and the Chief Financial Officer, National Treasury and the National Department of Transport of their intention to terminate services to a specific client, seven days prior to the cut-off date.
- 16.3.4 The Contractor can, after following the above process, terminate all services to the end user upon not receiving payment for 90 days, unless alternative arrangements can be made by the end users.

17 RISK MANAGEMENT

- 17.1 Should the State need to amend any of the services outlined in these special conditions, add additional related services, establish or specify the levels of a required service, or make any other arrangements to streamline the deliverables, the Change Control process will be applied. This does not include changes to the scope of the contract. The following steps will be followed in the Change Control process:
- 17.2 A request for any change control must be made through the provincial departments of transport, trading entities, or other national departments to the National Department of Transport.
- 17.3 The Department of Transport shall be responsible for approving all change controls that are operational in nature, after consultation with the appointed contractor.
- 17.4 The other party shall acknowledge receipt of such a request and confirm its agreement with the proposal made.
- 17.5 Should the requested changes have any impact on the pricing outlined in the pricing schedule attached to this contract or affect any other aspect, a submission shall be made by the Department of Transport to the Contract Management section of National Treasury after consultation with the appointed contractor.
- 17.6 Once approval has been granted by the Department of Transport or the Section: Contract Management of National Treasury, the changes will be signed off by both parties prior to implementation.
- 17.7 All changes as agreed to in terms of this process will form part of the actual agreement and will be attached to the Service Level Schedule as an addendum.
- 17.8 The Change Control shall adhere to the following format:
- 17.8.1 Each request for a change control shall have a date and be individually numbered in terms of the year and the request number, i.e. Change Control 1 of 2025.
- 17.8.2 The request shall provide the current contents of the contract, the recommended changes to be made, the reasons for such changes and the financial implications thereof.
- 17.8.3 The change control shall specify the date of the change control being effective, if the date is not the same as the last signature date.



18 COPYRIGHT AND OWNERSHIP OF DOCUMENTS AND DATA

- 18.1 All documents and information produced by the Contractor, including its employees and agents, in the fulfilment of the terms of this contract shall be and remain the sole property of the State. Any and all copyright and ownership of documents shall vest with the State.
- 18.2 The Contractor, including its employees and agents, shall, on oral or written request from the State, submit any documentation and materials to the State within 24 hours of such request.
- 18.3 The State is, and remains, the sole owner of all data generated by the execution of this contract. The Contractor shall provide the data to the State or a third party only upon written request in paper and/or electronic format, upon approval from the National Department of Transport or the Provincial Transport Departments, where applicable.
- 18.4 All data generated through the execution of the contract remains the property of the State. The Contractor shall endeavour to make all data available to the state upon conclusion of the contract. Such data should be made available in the prescribed format, and if requested to do so, transfer all data to an independent or any other third party as nominated by the State.
- 18.5 Any use of the data generated through the contract for any other use than the execution of the contract will need to be approved by the National Department of Transport.
- 18.6 The State is leasing the goods, which means there is no substantial transfer of all the risks and rewards incidental to ownership to the State. There will not be any ownership transferred by the Supplier to the recipient/end-user at the end of the lease.
- 18.7 Supplier carries the risk of possible losses as a result of technological obsolescence, risk of repairs, maintenance, and also carries the risk of insurance costs.
- 18.8 Repair costs due to the recipient/end user's negligence or misuse, or accidental damage to equipment, are at the recipient/end user's expense and not covered by the Supplier's insurance. The cost involved will only be known at the time of the incident, upon assessment of the incident.

19 SECURITY AND CONFIDENTIALITY OF DATA

- 19.1 The Contractor undertakes to disclose information related to or generated through this contract only to the parties stipulated in the contract, both during the contract period and subsequently.
- 19.2 Information may only be disclosed to outside sources with the prior, written approval from the National Department of Transport or the Provincial Transport Departments or the end user, where applicable.
- 19.3 The Contractor shall ensure that all information made available online to end users of the contract is secured by the use of usernames and passwords and will allow individuals to reset the passwords in a way that is user-friendly.



- 19.4 To protect the database relating to the State's fleet contract, the Contractor shall have in place, and shall maintain, suitable backup procedures and system recovery plans to protect data. The Contractor shall back up all electronic data on a daily basis. Any costs associated with the recapture and processing of data for whatever reason shall be borne by the Contractor.
- 19.5 In the event that the system recovery plan needs to be implemented, the Contractor will need to ensure that operational capability is restored within a period of 12 hours, with full access to reporting and all other requirements of the contract within a period of 48 hours.
- 19.6 All successful Contractors shall be subject to SSA clearance process, which will be facilitated by the State. Should the Contractor's clearance have a negative outcome, the State shall terminate this Contract with immediate effect.

20 CHANGE CONTROL

- 20.1 Should the State need to amend any of the services outlined in these special conditions, add additional related services, establish or specify the levels of a required service, or make any other arrangements to streamline the deliverables, the Change Control process will be applied. This does not include changes to the scope of the contract. The following steps will be followed in the Change Control process:
- 20.2 A request for any change control must be made through the provincial departments of transport, trading entities, or other national departments to the National Department of Transport.
- 20.3 The Department of Transport shall be responsible for approving all change controls that are operational in nature, after consultation with the appointed contractor.
- 20.4 The other party shall acknowledge receipt of such a request and confirm its agreement with the proposal made.
- 20.5 Should the requested changes have any impact on the pricing outlined in the pricing schedule attached to this contract or affect any other aspect, a submission shall be made by the Department of Transport to the Contract Management section of National Treasury after consultation with the appointed contractor.
- 20.6 Once approval has been granted by the Department of Transport or the Section: Contract Management of National Treasury, the changes will be signed off by both parties prior to implementation.
- 20.7 All changes as agreed to in terms of this process will form part of the actual agreement and will be attached to the Service Level Schedule as an addendum.
- 20.8 The Change Control shall adhere to the following format:
- 20.8.1 Each request for a change control shall have a date and be individually numbered in terms of the year and the request number, i.e., Change Control 1 of 2025.



20.8.2 The request shall provide the current contents of the contract, the recommended changes to be made, the reasons for such changes and the financial implications thereof.

20.8.3 The change control shall specify the date of the change control being effective, if the date is not the same as the last signature date.

21 REPORTING AND FEEDBACK MEETINGS

21.1 The contractor must provide feedback and relevant reports to National Treasury, the National Department of Transport, other national departments, the Coordinating Committee of Government Motor Transport (CCGMT), the Mechanical Services Sub-Committee (MSSC), the provincial transport officer forums, provincial transport departments and end-user departments as and when required.

22 DELAYS AND/OR UNSATISFACTORY PERFORMANCE

22.1 The Contractor shall, at all times, ensure that it renders the services in accordance with the provisions of this Contract and within the delivery times or periods as agreed to between the parties.

22.2 In the event of any delay and/or failure to perform in accordance with specifications as set out in this Contract or where an emergency situation arises, and/or where the End User deems it necessary to obtain the services in terms of this Contract however the said services are not readily available from the Contractor, the End User reserves the right to procure such services outside this Contract from any party, and the End User shall be relieved of its obligations to the Contractor with regard to the services or the portion thereof so procured outside this Contract. End users shall obtain written approval from the National Treasury, prior to any procurement outside of the contract.

22.3 If at any time during the performance of the services, the Contractor, its agents or subcontractor(s), should encounter conditions impeding specific and/or timely delivery of services, the Contractor shall promptly notify the End User in writing of that fact, the likely duration and/or its cause(s). As soon as practical after receipt of the Contractor's notice, the End User shall evaluate the situation and may, at its discretion, extend the Contractor's time for performance or opportunity to comply with specifications, with or without the imposition of penalties.

23 ASSIGNMENTS AND CESSIONS OF CONTRACTS AND CHANGES IN CONTACT DETAILS

23.1 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.

23.2 Assignments of Contract

23.2.1 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.

23.2.2 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.

23.3 **Cession of Contracts**

23.3.1 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).

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

23.4 **Changes in the Service Provider Contact Details**

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

24 **POST-AWARD SERVICE COMPLIANCE PROCEDURES**

24.1 Contractors must ensure services are delivered in accordance with the contract and relevant quality standards throughout the contract period. Where there is a justified concern regarding service delivery standards and quality of work, the State reserves the right to request the supplier (at its own cost) to remedy the matter.

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

25 **REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS**

25.1 Suppliers must ensure continuous compliance with all statutory requirements which may affect their compliance status on the Central Supplier Database managed by the National Treasury.

25.2 All suppliers must ensure registration on all participating institutions within 30 days of accepting the award.

25.3 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.

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



26 MONITORING

- 26.1 Monitoring audits may be conducted periodically and randomly by the National Treasury, Participating Institutions, 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:
- 26.1.1 Compliance with delivery lead times.
 - 26.1.2 Percentage of orders supplied in full the first time.
 - 26.1.3 Compliance with reporting requirements according to the reporting schedule.
 - 26.1.4 Attendance of compulsory meeting: The National Treasury holds compulsory meetings with suppliers to review supplier performance. The schedules of the meetings will be sent to successful bidders.
- 26.2 The state may conduct a random audit(s) with or without prior appointment arrangements with the appointed Supplier(s).
- 26.3 The National Treasury will conduct meetings with the Participating Institutions and Suppliers to discuss transversal contracting issues.
- 26.4 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.
- 26.5 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.
- 26.6 Reporting and Supplier(s) meetings and schedules will be communicated to successful bidders.
- 26.7 All successful Suppliers are required to submit historical value and volume reports via e-mail every quarter to: TCcontracts2@treasury.gov.za
- 26.8 Detailed reporting requirements from Suppliers will be provided to the awarded Suppliers.

27 POST AWARD SERVICE COMPLIANCE

- 27.1 It remains the responsibility of the Contractor to ensure that all legislative requirements are met. The Contractor should make available such documentation to the National Treasury: Contract Management office within 30 (thirty) days of being requested to do so, failing which the Contractor shall be held to be in breach of the Contract. The State reserves its right to terminate the Contract should the Contractor fail to remedy such breach as per the provisions of this Contract.

28 QUALITY ASSURANCE

- 28.1 The Contractor must ensure that its services comply with all applicable legislation with particular reference to Clause 2: Legislative and Regulatory Framework at all times during the Contract period.



29 INSPECTION AND AUDIT

- 29.1 The State reserves the right to inspect and audit any document pertaining to this contract within five years of the date of expiry of the contract. This may also include queries and complaints. The Contractor shall provide any assistance free of charge that may be required in this regard.
- 29.2 The cost of inspections and audits shall be borne by the Contractor where the State can provide reasonable grounds to prove inaccuracy of information provided by the Contractor or deliberate misrepresentation by the Contractor. Reasonable grounds will be, but are not limited to, where incorrect data was provided to the end user for two reporting periods.
- 29.3 The State reserves the right to conduct audits on the status of the contract, and the Contractor shall provide any assistance free of charge that may be required in this regard.
- 29.4 Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor shall be charged for the cost of the audit or inspection as well as the cost of any losses incurred by the State associated with such non-compliance.
- 29.5 The Contractor will be required to conduct periodic audits, as agreed upon with the National Department of Transport. These audits must be carried out by an independent third party appointed by the Contractor and may include reviews of transaction flows, operational processes, and measurements against the contract requirements.

30 INSURANCE AND INDEMNITY

- 30.1 The Contractor must obtain sufficient professional indemnity insurance whereby the State is indemnified against any claim of whatever nature and however arising out of any wilful or negligent action or omission of the Contractor, its employees, subcontractors, and assignees.
- 30.2 In the event that any legal action, based on the wilful or negligent action or omission of the Contractor, its employees, subcontractors and assignees, is brought against the State, the State shall be entitled, inclusive, to recover from the Contractor the legal fees and disbursements on an attorney-client scale.

31 TERMINATION

31.1 Termination of Contract

- 31.1.1 The State shall be entitled to terminate this agreement if one or more of the following occur: –
- 31.1.2 The Supplier decides to transfer the contract or cede the contract.
- 31.1.3 The supplier does not honour contractual obligations, including the submission of information.
- 31.1.4 The supplier is provisionally or finally liquidated, making it impossible for the supplier to perform its functions in terms of this transversal contract.
- 31.1.5 The supplier enters settlement arrangements with their creditors.
- 31.1.6 The supplier commits an act of insolvency.



- 31.1.7 If the supplier is a member of an unincorporated joint venture or consortium, and the membership of such joint venture or consortium changes.
- 31.1.8 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.
- 31.1.9 Overall poor performance rating during the contract period.

END