SPECIAL CONDITIONS OF CONTRACT

RT66-1-2025

SUPPLY AND DELIVERY OF TACTICAL AND CRIME SCENE EQUIPMENT TO THE STATE FOR THE PERIOD ENDING 30 JUNE 2028

NON-COMPULSORY BRIEFING SESSION TO BE HELD ON 18 SEPTEMBER 2026

ON MICROSOFT TEAMS

CLOSING DATE AND TIME OF BID

9 OCTOBER 2026 AT 11H00

BID VALIDITY PERIOD: 180 DAYS

National Treasury

Transversal Contracting

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LIST OF ABBREVIATIONS

BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
BQRC	Bid Quality Review Committee
CIPC	Companies and Intellectual Property Commission
CPA	Contract Price Adjustment
CPI	Consumer Price Index
CSD	Central Supplier Database
EME	Exempted Micro Enterprise
NT	National Treasury
OCPO	Office of the Chief Procurement Office
PPR 2022	Preferential Procurement Regulation 2022
QSE	Qualified Small Enterprise
RSA	Republic of South Africa
SLA	Service Level Agreement
SARS	South African Revenue Service
SCC	Special Conditions of Contract
SBD	Standard Bidding Document
TCBD	Transversal Contract Bidding Documents
TC	Transversal Contracts
TIC	Tender Information Centre
VAT	Value Added Tax

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LIST OF ATTACHMENTS AND ANNEXURES

i. Standard Bidding Documents (SBD's)

ii. Transversal Contracting Documents (TCD's)

iii. General Conditions of Contract

iv. Annexure A- Technical Specification

v. Annexure B– Pricing Schedule

LIST OF TABLES

DEFINITIONS

Customer	A participant on the transversal contract who procures goods and/or services from the appointed Supplier(s).
consortium or joint venture	means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Delivery	The process of transporting goods from a bidder's source location to a predefined destination by the participants.
Due Diligence	The investigation or exercise of care that the State conducts before entering into an agreement with the bidders to validate the bid responses.
Historically Disadvantaged Individuals	South African citizen: i) Who, due to the apartheid policy that had been in place, had no franchise in national elections before the introduction of the constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (the interim Constitution) and/or ii) Who is born after the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1983 (Act No 200 of 1993) (the interim Constitution) but due to the apartheid policy that would not have had a franchise in the national election and/or iii) Who is female; and/or iv) Who has a disability. Provided that a person who obtained South African citizenship on or after the coming to effect of the interim Constitution, is deemed not to be an HDI.
Female	refers to a female person who is a South African citizen
Person with Disability	are persons who have a long-term or recurring physical or mental impairment, which substantially limits their prospects of entry into or advancement in employment.

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Specifc Goals	means specific goals as contemplated in section 2(1)(d) of the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000) which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

BID DOCUMENT CHECKLIST AND RETURNABLE

Table 1: Bid Document Checklist and Returnable Documents

#	Document Name[1]	Included in the published bid document?	To be returned by bidder?	Bidder to tick Yes if document is submitted
PHASE 1: MANDATORY REQUIREMENTS EVALUATION				
1.	Pricing Schedule	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 e.g., company resolution for the capacity under which this bid is signed	No	Yes	
4.	SBD 4 Declaration of Interest	Yes	Yes	
5.	SBD 5 NIPP	Yes	Yes	
6.	SBD 6.1 Preference Points Claim Form	Yes	Yes	
7.	Full Central Supplier Database Report	No	Yes	
8.	Written confirmation for disclosing tax status by SARS	No	Yes	
9.	TCD 13 Authorisation Declaration	Yes	Yes	
10.	TCD 13.1 List of goods or services offered	Yes	Yes	
11.	CIPC Company Registration Documents	No	Yes	
PHASE 3: TECHNICAL REQUIREMENTS				
12.	TCD 13.2 Letter of Undertaking	No	Yes	
13.	Technical Specification Document	Yes	Yes	

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

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#	Document Name[1]	Included in the published bid document?	To be returned by bidder?	Bidder to tick Yes if document is submitted
14.	Capability Report	No	Yes	
15.	Test Reports	No	Yes	
16.	Certificate of Conformance (COC)	No	Yes	
PHASE 4: PRICE & SPECIFIC GOALS				
17.	Pricing Schedule	Yes	Yes	
18.	SBD 6.1 Preference Points Claim Form	Yes	Yes	
19.	SBD 6.2 Declaration certificate for Local Production and Content for designated sectors (together with the completed Annexure C, D, E)	Yes	Yes	
20.	Proof of Business Shareholding/Ownership	No	Yes	
21.	Cost Breakdown	Yes	Yes	
OTHER BID DOCUMENT REQUIREMENTS				
22.	Special Conditions of Contract	Yes	Yes	
23.	General Condition of Contract	Yes	Yes	

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SECTION A: INTRODUCTION AND TERMS OF REFERENCE

1. DESCRIPTION AND FORMAT OF THE BID

1.1 This bid is for supply and delivery of tactical and crime scene equipment to the State for the period ending 30 June 2028.

1.2 This bid document is structured as follows:

1.2.1	Section A	:	Introduction and Terms of Reference
1.2.2	Section B	:	Conditions of Bid
1.2.2.1	Part 1	:	Evaluation Criteria
1.2.2.2	Part 2	:	Additional Bid Requirements
1.2.2.3	Part 3	:	Recommendation and Appointment of Bidders
1.2.3	Section C	:	Conditions of Contract

2. LEGISLATIVE AND REGULATORY FRAMEWORK

2.1 This bid and all contracts will be subjected to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act No. 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 General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

3. OBJECTIVE OF THE BID

3.1 To arrange a transversal contract for the supply and delivery of supply and delivery of tactical and crime scene equipment to the State for the period ending 30 June 2028.

3.2 For the promotion of historically disadvantaged individuals as per the specific goals (maximum 10 points) allocated in terms of Preferential Procurement Regulations 2022 issued according to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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4. BRIEFING SESSION

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

Venue: Microsoft Teams. The link to register and attend the briefing session is included on the National Treasury website and e-tenders portal. Bidders can click on the link below to access the briefing session: RT66-1-2025 Briefing Session

Date: 18 September 2026

Time: 10:00 am to 11:00 am

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

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

5. TERMS OF REFERENCE

5.1 TECHNICAL SPECIFICATIONS

5.1.1 This bid is for the supply and delivery of tactical and crime scene equipment to the State for the period ending 30 June 2028.

5.1.2 The detailed technical specifications are as per the attached Annexure A.

Table 2: Technical Specification Categories

#	Category Name	Number of items
1.	Crime Scene Equipment	2
2.	Roadblock Equipment	7
3.	Tactical Equipment	72
Total		**81**

SECTION B: CONDITIONS OF BID

6. PART 1: EVALUATION CRITERIA

6.1 The details of the evaluation phases are outlined in Table 3 below:

Table 3: Evaluation Criteria

Phase 1	Phase 2	Phase 3	Phase 4
Mandatory Requirement	**Administrative and Legislative Requirements**	**Technical Requirements and Sample Evaluation**	**Price and Specific Goals**
Compliance with mandatory requirement	Compliance with administrative requirements	Compliance with technical requirements	Bids evaluated in terms of the 90/10 preference system

6.2 PHASE 1: MANDATORY REQUIREMENTS EVALUATION

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

6.2.2 **Pricing Schedule**

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

6.2.2.2 Bidders are required to submit responsive bids by completing all pricing and item information on the provided pricing schedule (Annexure B) for the individual items and all required forms.

6.2.2.3 Bid prices must be inclusive of all costs and VAT.

6.2.2.4 All prices must be in rands and rounded off to two (2) decimal places.

6.2.2.5 The pricing schedule (Annexure B) must not be a scanned PDF but must be submitted in an excel at the closing date and time of the bid. Furthermore, Pricing Schedule should be in an XLSX excel sheet format and not any other format.

6.2.2.6 Prices submitted for this bid must be entered into the fields provided on the pricing schedule included with the bid. Failure to adhere to this format may result in the bid being invalidated.

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6.2.2.7 Failure to submit any of the above-mentioned documents will invalidate your bid.

6.3 PHASE 2: ADMINISTRATIVE AND LEGISLATIVE REQUIREMENTS EVALUATION

6.3.1 Bidders are required to submit the below documents to comply with the policy to guide uniformity in procurement reform processes in Government as per section 2 of Practice Note No. 1 of 2003 regarding bid documentation for supply chain management.

6.3.1.1 SBD 1 invitation form to bid.

6.3.1.2 Proof of Authority – This is a company resolution for the capacity under which this bid is signed as per SBD 1

6.3.1.3 SBD 4 bidder's disclosure.

6.3.1.4 SBD 6.1 preference points claim form.

6.3.1.5 TCD 13 and 13.1 Authorisation Declaration – All bidders must complete the "Authorisation Declaration" form (TCD 13 and TCD 13.1) for all relevant goods and/or service in full, sign and submit together with the bid response at the closing date and time of the bid.

6.3.1.6 Central Supplier Database – A Central Supplier Database report must be submitted.

6.3.1.7 Written Confirmation to disclose tax status – It is a requirement that bidders grant a written confirmation when submitting this bid response that SARS may on an ongoing basis during the tenure of the transversal contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

6.3.1.8 CIPC Company Registration Documents.

6.3.2 Failure to submit the documents above, even after being allowed to submit within the seven calendar days that have lapsed, will invalidate the bid.

6.4 PHASE 3: TECHNICAL REQUIREMENTS AND SAMPLE EVALUATION

6.4.1 During this phase, the bidder's response will be evaluated based on the technical requirements for each item offered. Non-compliance with all the evaluation requirements below will result in the disqualification of the relevant line item being evaluated.

6.4.2 The technical compliance evaluation is in two parts, Part A and Part B. Only items which complied with Part A of the evaluation requirements will be evaluated further on Part B of the technical evaluation.

PART A

6.4.3 **TCD 13.2 Authorisation Letter /Letter of Undertaking**

6.4.3.1 Any bidder who is sourcing goods or services from a third party must submit a valid Third-Party letter of Undertaking (template provided as TCD 13.2) in full for all relevant goods or services. The letter of undertaking must include but not limited to the following:

a) List of item(s) number, item description and brand/model name and number,

b) Letter must be on the original manufacturer's and or third-party undertaking letter head, dated and signed,

c) Letter must not be older than 30 days at the closing date and time of the bid,

d) Have contact person's name, address, telephone, or email details, and

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

6.4.3.2 The State reserves the right to verify any information supplied by the bidder in the Letter of Undertaking and should the information be found to be false or incorrect, the State will exercise any of the remedies available to it in the bid documents.

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

6.4.3.4 The letter of undertaking must be from an Original Equipment Manufacturer (OEM) or an authorised importer/distributor. In the case where the letter of undertaking is from an authorised importer/distributor, the bidder must submit in addition to the letter of undertaking, documentary proof from OEM, that the authorised importer/distributor is authorised by the OEM. The letter of undertaking and supporting documents must submitted with the bid at the closing date and time of the bid.

6.4.3.5 Failure to submit a duly completed and signed Letter of Undertaking, with the required Annexure(s), in accordance with the above provisions will invalidate the bid for such goods or services offered.

6.4.3.6 Failure to submit a valid and duly completed Third-Party Letter of Undertaking in accordance with the requirements stipulated above, including any required supporting documentation from the Original Equipment Manufacturer (OEM), authorised importer, or authorised distributor, will result in the disqualification of the relevant item(s) offered

6.4.3.7 Failure to submit any of the requires provisions will result in the invalidation of the corresponding line item in the bid.

6.4.4 **Technical Specification document per item**

6.4.4.1 Bidders are required to indicate compliance with the technical specification document **Annexure A.**

6.4.4.2 Bidders must not respond with “Yes” or “No” but must explicitly indicate whether they are compliant or not compliant.

6.4.4.3 Bidders must not respond with "Yes" or "No" in the technical specification compliance document. Bidders are required to provide a detailed response against each specification requirement and clearly indicate whether the offered item is "Compliant" or "Not Compliant

6.4.4.4 Failure to complete the required information as specified above will invalidate the relevant line item.

6.4.4.5 Failure to clearly indicate compliance status and provide the required supporting information and evidence will result in the relevant item being regarded as non-responsive and disqualified from further evaluation

6.4.5 **Test Reports**

6.4.5.1 Where applicable, as indicated in the pricing schedule and technical specification document, bidders are required to submit valid test reports for the items offered that require testing. All items offered will be verified against this requirement.

6.4.5.2 Test reports must be issued in the name of the manufacturer of the product and must be issued by a SANAS-accredited testing laboratory or an equivalent nationally. The test report must clearly identify the product tested and demonstrate compliance with the applicable technical specification and/or standard.

6.4.5.3 The test report not older than 24 months must be submitted on or before the closing date and time of the bid. However, where a bidder has submitted samples to a SANAS-accredited testing institution, and the test report is not yet available at the closing date and time of the bid, the bidder may submit a sample submission letter issued by the SANAS-accredited testing institution confirming receipt of the samples for testing.

6.4.5.4 The procedures for sampling and testing for product compliance may differ and should be obtained from the relevant testing institution. The cost of compliance testing will be for the account of the bidder.

6.4.5.5 Failure to submit either a valid test report (not older than 24 months) or a sample submission letter issued by a SANAS-accredited testing institution confirming that samples have been

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submitted for testing, for an item where a test report is required, will result in the disqualification of the affected item from further evaluation.

6.4.6 **Capability Report**

6.4.6.1 Where applicable as indicated in the pricing schedule, bidders are required to submit a valid original capability report, in the name of the manufacturing company and not older than 24 months, by the closing date and time of the bid.

6.4.6.2 Bidders must ensure that all items offered are reflected in the capability report. The capability report must demonstrate that the manufacturer has the capability and capacity to manufacture the product(s) offered. Where a bidder offers products manufactured by a third party, whether locally manufactured or imported, the capability report of the relevant manufacturer must clearly list the item(s) offered.

6.4.6.3 The full capability report must be issued by an organisation accredited or recognised by SANAS. The capability report must confirm the manufacturer's production capability and manufacturing capacity for the product(s) offered

6.4.6.4 The capability report must, as a minimum, contain the following information:

a. Production capacity and capability;
b. List of items/products manufactured by the company;
c. Manufacturing facilities and equipment;
d. Quality management and quality control systems;
e. Inspection and testing processes; and
f. Packaging and product traceability processes.

6.4.6.5 Where a bidder sources an item, component, material, fabric or any part of the product from another manufacturer/mill or third party must be obtained and submitted with the bid at the closing date and time of the bid.

6.4.6.6 The cost of obtaining the required capability evaluation and capability report shall be for the account of the bidder.

6.4.6.7 Failure to submit the required capability report, or the submission of a capability report that does not comply with the requirements of this bid, will result in the disqualification of the affected item(s) from further evaluation.

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6.4.7 **Certificate of Compliance (COC)**

6.4.7.1 Where applicable, as indicated on the pricing schedule, bidders are required to submit a valid certificate of compliance for the relevant item(s) offered. The COC must verify that the product complies with the applicable standards, regulations, specifications or certification requirements stipulated in the bid documents and meets certain standards, regulations, or requirements for specific items as per the technical specification compliance document (Annexure A) at the closing date and time of the bid.

6.4.7.2 The Certificate of Compliance must be issued by an Original Equipment Manufacturer (OEM), where the applicable standard permits manufacturer-issued declarations; or SANAS-accredited certification body, testing laboratory, or inspection body; or the South African Bureau of Standards (SABS).

6.4.7.3 The Certificate of Compliance must clearly identify the manufacturer, the product name and model number; the applicable standard, specification, or regulation; and the compliance status of the product.

6.4.7.4 The Certificate of Compliance must be submitted with the bid at the closing date and time of the bid.

6.4.7.5 Failure to submit a Certificate of Compliance where required, or submission of a Certificate of Compliance that does not meet the requirements of this bid, will result in the disqualification of the affected item(s) from further evaluation.

PART B

6.4.8 **SAMPLES EVALUATION**

6.4.8.1 **Only bidders who qualified on Phase 3 Part A will be** required to submit samples for the items offered to verify compliance with technical specifications at the venue, date, and time that will be communicated by the National Treasury. Failure to submit samples will invalidate the items for which the samples are not submitted.

6.4.8.2 The request to submit samples may be immediately after the closing date and therefore bidders are required to be ready to submit the samples from the closing date of the bid.

6.4.8.3 Items offered must comply with technical specifications as provided in this bid as stated in the technical specification detail of each item. Failure to comply will invalidate the items concerned.

6.4.8.4 The submitted sample must match the exact brand and manufacturer specified in the pricing schedule. Any samples that do not meet this requirement, including those from different manufacturers or brands, will be disqualified.

6.4.8.5 **Deviation Consideration**: The State may consider products that deviate from the technical specification by not more than **±5%** in respect of dimensions, weight, volume, capacity, performance, or other measurable attributes, provided that.

6.4.8.5.1 the deviation does not compromise safety, functionality, quality, durability, or fitness for purpose;

6.4.8.5.2 the deviation provides an equivalent or improved output; and

6.4.8.5.3 the Bid Evaluation Committee is satisfied that the intended functional outcome of the specification is achieved.

6.4.8.6 Where different sizes and colours of the same item are called for against different item numbers, samples of size medium for each different colour must be submitted (no representative samples will be accepted).

6.4.8.7 **Brochures** - Bidders must submit with the samples, an original manufacturer's technical specification sheet (brochure) for all equipment offered, preferably in colour, with fully comprehensive product technical specification information. The brochure must clearly indicate the product name and description, make/model, equipment images and all information required to verify compliance to technical specification requirements.

6.4.8.8 **Marking of samples to be submitted for Visual Screen Evaluation -** The following requirements for the marking and submission of samples are applicable to samples that are submitted for visual screening as well as for samples submitted to testing institutions.

a) Samples must be placed in suitable containers and be clearly marked with a HANG TAG(S) on the outside with the bid number, item number(s), and the bidder's name. This detail must appear on a label attached to each individual item package.

b) For ease of handling during the evaluation process, laminating stickers or loose papers should not be submitted with the sample, as the identity of the sample can be misplaced.

c) All samples, including the labelling requirements, must be a true representation of the product that will be supplied during the contract period.

d) All the products shall be clearly marked with the name and trademark of the manufacturer.

e) Failure to comply with this condition may invalidate the bid against the relevant item.

6.4.8.9 **Collection of all samples**

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

6.5 PHASE 4: PRICE AND SPECIFIC GOALS

6.5.1 Preference Point System

6.5.1.1 The pricing evaluation will be in terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), responsive bids will be adjudicated by the State on the 90/10 preference point system.

6.5.1.2 The following formula will be used to calculate the points for price:

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where,

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

6.5.2 Applicable Taxes

6.5.2.1 All bid prices must be inclusive of all applicable taxes.

6.5.2.2 Failure to comply with this condition may invalidate the bid.

6.5.2.3 All bid prices must be inclusive of fifteen percent (15%) Value Added Tax.

6.5.2.4 Failure to comply with this condition may invalidate the bid.

6.5.3 Points Scored for Specific Goals

6.5.3.1 The following formula will be used to calculate the points for specific goals:

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

Where,

PSSG = Points scored for specific goals

MPA = Maximum points allocated for a specific goal

POE = Percentage of equity ownership by an HDI

6.5.4 **Proof of equity ownership and related matters**

6.5.4.1 The specific goals contemplated in paragraph above 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.

6.5.4.2 Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

6.5.4.3 All claims made for specific goals must be considered according to the following criteria:

a) equity in private companies must be based on the percentage of equity ownership, and

b) preference points may not be awarded to public companies and tertiary institutions.

6.5.4.4 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.

6.5.4.5 Documentation to substantiate the validity of the credentials of the trustees contemplated in paragraphs above must be submitted to the Office.

6.5.4.6 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.

6.5.4.7 A tenderer must submit proof of its ownership.

6.5.4.8 A tenderer who does not submit proof of their ownership may not be disqualified from the bidding process, but they score points out of 90/10 for price and zero (0) points out of 90/10 for specific goals.

6.5.4.9 Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

6.5.4.10 In the event that 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.

6.5.5 **Responsive Bids**

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

6.5.6 **Items Grouped as a Series**

6.5.6.1 Items that have been grouped as a series as indicated in the pricing schedule or technical specifications will be allocated preference points for price using the total amount of the group series.

6.5.6.2 Bidders must provide prices for all units of measure specified in the series and for every item within a group series. Additional offers should include the relevant accessories.

6.5.6.3 If multiple offers are submitted for the same line item (e.g., different brands or models of the equipment), each offer must include all the standard accessories relevant to the submission.

6.5.6.4 All items in a series must be compatible.

6.5.7 **Specific Goals**

6.5.7.1 The following will be used to calculate the points for historically disadvantaged individuals as well as specific goals.

a) A maximum of 10 points may be awarded to a bidder for being a historically disadvantaged individual and/or subcontracting with a historically disadvantaged individual and/or achieving any of the specified goals stipulated in regulation 2022 of the Preferential Procurement regulations. For this bid, the maximum number of points that could be allocated to a bidder is indicated in the paragraph above. The State reserves the right to arrange contracts with more than one contractor.

b) The government intends to promote the following goals with this bid, and the points to be allocated are indicated against each goal:

Table 4: Preference Point System

SPECIFIC GOALS	POINTS ALLOCATED OUT OF 10	FORMULA TO CALCULATE THE POINTS 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 or	4	$PSSG = MPA \text{ x } \frac{PEO}{100}$ Where: PSSG = Points scored for a specific goal MPA = Maximum points allocated for a specific goal PEO = Percentage of equity by an HDI
Local Manufacturing (Local Production and content)	6	$PSLC = MLC \text{ X} \frac{PLC}{100}$ PSLC = Points scored for local content MLC = Maximum points allocated for Local Content PLC = Percentage of Local Content for product offered
POINTS	**10**	

c) The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.

d) Bidders are required to complete the SBD 6.1 forms in order 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.

e) The bidders must submit Identity Documents (ID), Central Supplier Database (CSD) and CIPC registration documents. These documents will serve as proof of ownership and directorship of the company.

f) Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender will not be allocated with the points claimed.

g) The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made about preference.

h) Points scored will be rounded off to the nearest 2 decimals.

i) If two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

j) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

k) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

l) Failure on the part of the bidder to claim points for specific goals will give the bidder a score of zero (0).

6.5.8 **Objective Criteria**

6.5.8.1 As per Section 2(1) (f) of the PPPFA, it is the objective criterion of this bid to award bids that offer goods with local content and/or local value added. Please refer to the Pricing Schedule (Annexure B) for the percentage (%) of Local Production and Content requirements to be achieved to meet this objective criterion.

6.5.8.2 Bidders must submit SBD 6.2 to claim points for local content. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa (Refer to Annexure B - Pricing Schedule).

6.5.8.3 Local content means that portion of the bid price, which is not included in imported content, provided that local manufacture does take place.

6.5.8.4 Imported content means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

6.5.8.5 Bidders must indicate in the Pricing Schedule (Annexure B) which product(s) [item number(s)] is/are manufactured locally and indicate the local content % of each product/item in relation to the bid price.

6.5.8.6 To qualify for the points of local manufacturing, the definition of a locally produced product will be limited to at least the conversion process (substantiated value adds) being in the Republic of South Africa. Substantial supporting documents may be required at any point in time before and post-award of the contract. Due diligence which includes site visits will be conducted in this regard.

6.5.8.7 The following aspects regarding the manufacturing process must be complied with:

a) Bidders must indicate on the pricing schedule if the product is 100% locally manufactured.

b) Bid offers for items which have been declared as locally manufactured must meet the minimum threshold for local production and content as per the attached Pricing Schedule (Annexure B).

6.5.8.8 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

6.5.8.9 The technical specification and the Guidance on the calculation of local content together with the Local Content Declaration Templates namely [Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annexure C) and E (Local Content Declaration: Supporting Schedule to Annexure C)]. These Annexures are accessible to all bidders on the DTIC website https://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/ at no cost.

6.5.8.10 Bidders must ensure compliance with the local production and content declarations and submit all the supporting documents (Annexure C, D, E) and the SBD 6.2 form together with the bid.

6.5.8.11 Bidders are required to declare the local production and content using Annexure C for all the items offered and submit the documents together with the bid.

6.5.8.12 The DTIC has a right, as and when necessary, to request auditors" certificates confirming the authenticity of the declarations made in respect of local content.

6.5.8.13 A copy of the exemption letter or confirmation that the exemption was requested must be submitted together with the bid document at the closing date and time of the bid. For

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further information, bidders may also submit confirmation that the email is received. Bidders may contact the Textiles, Clothing, Leather and Footwear Unit within the DTIC.

6.5.8.14 In order to be allocated points for local content, items that have been declared are produced locally but do not meet the minimum threshold of the local content will not be allocated points for local content. Bidders need to submit an exemption letter from the DTIC in order to be allocated points for the items that has been declared as locally produced.

6.5.8.15 Suppliers must not sub-contract in such a manner that the local production and content of the overall value of the items concerned is reduced to below the stipulated minimum threshold.

6.5.8.16 Where, after the award of this bid, suppliers experience challenges in meeting the stipulated minimum threshold for local content, the DTIC must be informed accordingly to verify and in consultation with the National Treasury provide directives in this regard.

6.5.8.17 Exempt Imported Content: If the raw material or input to be used for a specific item is not available locally, the bidder must obtain an exemption from the DTIC. A copy of the exemption letter issued by the DTIC to the bidder must be submitted together with the bid. Failure on the part of the bidder to submit the exemption from the DTIC, will disqualify the product where applicable as per the Technical Specification – Annexure A.

6.5.8.18 For any Local Content and Production enquiries and exemptions, please contact:

6.5.8.19 Belinda Pick

Department of Trade, Industry and Competition (The DTIC)

Tel: (012) 394-5480

Cell: 066 306 8455

Email: BPick@thedtic.gov.za

6.5.9 **Applicable Taxes**

6.5.10 All bid prices must be inclusive of all applicable taxes.

6.5.11 All bid prices must be inclusive of fifteen percent (15%) Value Added Tax.

6.5.12 Failure to comply with this condition may invalidate the bid.

6.5.13 **Cost Breakdown**

6.5.13.1 Bidders are requested to submit the cost breakdown of their pricing for each item offered in

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the response fields allocated on the pricing schedule. The cost breakdown will be utilised during the price adjustment consideration.

6.5.13.2 Bidders should itemise the cost of each item into various components, which are cost drivers. The cost needs to be broken down into direct and indirect costs. Each cost driver should be assigned a Rand value. The Rand value of the cost drivers should be expressed as a percentage of the total cost. Example in Table 5 below:

Table 5: Example of Cost Breakdown

Cost-driver	Percentage of Total Cost
D1 – Imported Raw Material / Finished product	20%
D2 - Local Raw Material / Finished product (if applicable)	20%
D3 – Labour	20%
D4 – Transport	20%
D5 – Overheads	10%
D6-Other	10%
Total Price of item	100%

7. PART 2: ADDITIONAL BID REQUIREMENTS

7.1 TERMS AND CONDITIONS

7.1.1 Counter Conditions

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

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

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

7.1.2 **Fronting**

7.1.2.1 The National Treasury supports the spirit of broad-based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the National Treasury does not support any form of fronting.

7.1.2.2 The National Treasury, in ensuring that bidders conduct themselves in an honest manner, will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/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 enquiry/investigation, the onus will be on the bidder to prove that fronting does not exist.

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

7.2 THIRD PARTY AGREEMENTS AND SUB-CONTRACTOR AGREEMENTS

7.2.1.1 No agreement between the bidder and any third party will be binding to the State.

7.2.1.2 In the event that the bidder intends using sub-contractors to execute the Contract or part thereof, the bidder must note that it shall remain responsible and accountable for the completion of the work or delivery of services requirements.

7.2.1.3 The bidder must declare its intention to subcontract and the percentage of subcontracting thereof and must provide a full description of the subcontractor.

7.3 COMPLIANCE WITH STANDARDS

7.3.1 Bidders are required to ensure that all products and services provided under this contract comply with relevant industry standards, including but not limited to ISO standards and other applicable regulations in the tactical and crime scene equipment. All equipment, materials, and processes must meet or exceed the current standards set by recognized bodies for safety, quality, and performance.

7.4 **PRODUCT ADHERENCE / BRAND CHANGE**

7.4.1 If a bidder offers a specific brand against an item and the item is subsequently awarded to the bidder, it is required of the successful bidder to continue to supply the brand awarded throughout the contract period. No alternative will be accepted within the first year of the contract. Alternative brand will only be done on a six-month basis.

7.4.2 If the brand is discontinued and/or replaced with a new brand, National Treasury, Transversal Contracting must be notified of such an occurrence, and upon approval, an official amendment will be issued. The service provider is required to submit supporting documents from the manufacturer substantiating the changes.

7.4.3 No approval will be granted without a letter from a manufacturer.

7.4.4 It must be noted that the new brand will be required to undergo the evaluation process before receiving approval for the brand change issued by the National Treasury. The new brand must adhere to the technical specifications for the item.

7.4.5 Furthermore, service providers are to take note that the price of the new brand should not be higher than the current contract price of the original brand.

7.4.6 Service providers are not allowed to deliver new brands other than the brand awarded to them before the approval of brand change from the National Treasury.

7.4.7 The National Treasury reserves the right not to approve any brand.

7.5 **SUBMISSION OF BIDS**

7.5.1 **ONLINE BID SUBMISSION**

7.5.1.1 Bidders must submit their bids online through the eTenders publication portal.

7.5.1.2 Manual or hardcopy bids are not acceptable.

7.5.1.3 The online eTenders publication portal can be accessed on the following link: https://www.etenders.gov.za/

7.5.1.4 E-Tender submission guide.

7.5.1.5 Bidders to adhere to all the rules for the online bid submission.

7.5.1.6 Bidders’ attention is drawn to the sequential submission format as per the checklist on Table 1.

7.5.1.7 The Pricing Schedule (Annexure B) should be in an XLSX excel sheet format and not any other

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format.

7.5.1.8 Non-compliance with online bid submission WILL invalidate the bidder's response.

7.5.1.9 Submit all bid queries via email to Demand.Acquisition3@treasury.gov.za.

7.6 LATE BIDS

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

7.7 COMMUNICATION AND CONFIDENTIALITY

7.7.1 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 prior to the award of the transversal contract, or to extend the validity period of the bid, if necessary.

7.7.2 Any communication to any State official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

7.7.3 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 with respect to any information communicated which is not accurate, current, or complete.

7.7.4 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the National Treasury (other than minor clerical matters), the bidder must promptly notify the National Treasury in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the National Treasury an opportunity to consider what corrective action is necessary (if any).

7.7.5 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the National Treasury will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.

7.7.6 All communication between the bidder and the National Treasury TC office must be done in writing as per the Contact Details below.

7.7.7 No representations made by or on behalf of the National Treasury in relation to this bid will be binding on the National Treasury unless that representation is expressly incorporated into the contract ultimately entered into between the National Treasury and the successful bidder(s).

7.7.8 All persons (including all bidders) obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the contents of the bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a response to this bid.

7.8 CONTACT DETAILS

7.8.1 **General:** National Treasury, Office of the Chief Procurement Officer, Chief Directorate: Transversal Contracting, Private Bag X115, Pretoria, 0001. Physical address: 40 Church Street, Pretoria.

7.8.2 **Bid Enquiries:** All enquiries should be in writing to demand.acquisition3@treasury.gov.za. The closing date for receipt of all enquiries is 25 September 2026. All enquiries beyond the closing date will not be considered.

8. PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS

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

8.1.2 On approval of the recommendation/s and appointment/s, the successful bidder(s) will sign an appointment letter together with the Transversal Contract Agreement for the supply and delivery of tactical and crime scene equipment to the State for the period ending 30 June 2028 and unsuccessful bidder(s) will be informed accordingly.

8.2 TAX COMPLIANCE REQUIREMENTS

8.2.1 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 South African Revenue Service (SARS) to meet the bidder’s tax obligations.

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

8.2.3 It is a requirement that bidders grant a written confirmation when submitting this bid response that SARS may, on an ongoing basis during the tenure of the transversal contract, disclose the bidder’s tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

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

8.2.5 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 through SARS.

8.3 NEGOTIATIONS

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

8.4 DUE DILIGENCE

8.4.1 The State reserves the right to:

8.4.1.1 Conduct due diligence during the evaluation process to determine the ability of the bidder to honour contractual obligations that might emanate from this tendering process. The due diligence is not only limited to the bidder but to all parties the bidder might have confirmed to do business with for the fulfilment of the contract that might be awarded.

8.4.1.2 Conduct due diligence prior to final award or at any time during the transversal contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.

8.4.1.3 Conduct any evaluation verifications prior to final award or at any time during the transversal term contract period.

8.4.1.4 Where applicable, through the BEC, subject item samples to applicable clinical evaluations, applications, or tests at any State facility to verify compliance with the technical specifications. This will be arranged with the bidder.

8.5 MULTIPLE AWARD

8.5.1 The State reserves the right to award the same item to more than one (1) bidder to address item availability and compatibility. Due diligence will be applied to ensure that pricing is affordable, market-related and aligned to end-user requirements.

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8.6 **Right of Award**

8.6.1 The State reserves the following rights:

8.6.1.1 To award the bid in part or in full;

8.6.1.2 Not to make any award in this bid or accept any bids submitted;

8.6.1.3 Request further technical information from any bidder after the closing date;

8.6.1.4 Verify information and documentation of the bidder(s);

8.6.1.5 Not to accept any of the bids submitted;

8.6.1.6 To withdraw or amend any of the bid conditions by notice in writing to all bidders before closing of the bid and post-award; and

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

SECTION C: CONDITIONS OF CONTRACT

9. CONCLUSION OF TRANSVERSAL CONTRACT AGREEMENT

9.1 The Transversal Contract Agreement between National Treasury and the Supplier(s)[2] collectively referred to as Parties shall come into effect after the Supplier(s) have been issued with an unconditional letter of acceptance of their bids.

9.2 The preferred bidder(s) shall be appointed in terms of this bid. The Parties must ensure that the terms and conditions of the Participation Agreement (PA) do not contradict the provisions of this bid document. If the terms of the PA contradict the provisions of this bid document to the extent that the duration, pricing as well as the goods and/or services have changed in terms of this transversal contract, such PA shall be deemed not to be in terms of this RT66-1-2025 transversal contract. Therefore, any transaction that flows therefrom shall not be considered a transaction in terms of the RT66-1-2025 transversal contract.

9.3 The following will form part of the Transversal Contract Agreement documents between the Parties in as far as RT66-1-2025 is concerned:

9.3.1 Bid Documents;

9.3.2 Award Letters;

9.3.3 Contract Circular and its Annexures; and

9.3.4 Transversal Contract Agreement.

[2] For section C of this Special Conditions of Contract, awarded bidders are referred to suppliers.

10. PARTICIPATING STATE INSTITUTIONS

10.1 Department of Correctional Services

10.2 Eastern Cape Human Settlements

10.3 KwaZulu Natal Department of Transport

10.4 Public Safety Department

10.5 Rustenburg Local Municipality

10.6 South African Police Services

10.7 South African Air Force

11. POST AWARD PARTICIPATION

11.1 PFMA public institutions listed in Schedules 1, 2, 3A, 3B, 3C, 3D and Local Government are all welcome to participate on the transversal contract.

11.2 The participating letter will be customised to allow participation on completion and signing thereof as the transversal contract is arranged by means of a competitive bidding process by National Treasury, subject to a written letter by the Contract Manager or a delegate from TC.

11.3 Supplier(s) will be notified of new participants, and the list of participants will be published on the website. Model change, price adjustments and any other transversal contract information will be published on the website for both the benefit of supplier(s) and participants.

11.4 In terms of Treasury Regulation 16A6.5, Accounting Officer/Accounting Authority of National and Provincial departments, constitutional institutions and public entities listed in schedule 1, 3A and 3C to the PFMA may opt to participate in a transversal term contract facilitated by the relevant treasury.

11.5 Public entities listed in schedule 2, 3B and 3D to the PFMA may participate in a transversal term contract facilitated by the relevant treasury through approval from their accounting authorities.

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

12. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

12.1 **Contract Administration**

12.1.1 The administration and facilitation of the transversal contract is the responsibility of the National Treasury and all correspondence in this regard must be directed to the Transversal Contracting Department via email on TCcontracts2@treasury.gov.za

12.1.2 Suppliers must advise the Chief Directorate: Transversal Contracting, National Treasury immediately when unforeseeable circumstances will adversely affect the execution of the transversal contract. Full particulars of such circumstances as well as the period of delay must be furnished.

12.2 **Supplier Performance Management**

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

12.2.2 Supplier performance rating Form (to be provided by the National Treasury after the bid award) will be instituted, and every supplier must complete it to ensure good performance.

12.2.3 End-user State institutions are required to report to the National Treasury on where suppliers' performance is not satisfactory.

13. TRANSVERSAL CONTRACT PRICE ADJUSTMENT

13.1 **Formula**

13.1.1 Prices submitted for this bid will be regarded as non-firm and subject to adjustment(s) in terms of the following formula, defined areas of cost and defined periods of time.

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

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

The indicative calculator that will be used for transversal contract price adjustment is shown in Table 6 below:

Table 6: Indicative Transversal Contract Price Adjustment Calculator

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

13.2 **Formula component definitions**

13.2.1 **Adjustable amount**

13.2.1.1 The adjustable amount is the portion of the bid price which is subject to adjustment. In this bid, the adjustable amount is eighty-five percent (85%) of the original bid price. For example, if the bid price is R1000, then only R850 will be subject to adjustment.

13.2.2 **Fixed portion**

13.2.2.1 The fixed portion represents the costs which will not change over the adjustment period and DOES 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 transversal contract period.

13.2.3 **Cost components and proportions**

13.2.3.1 The cost components of the transversal contract price usually constitute the cost of materials (raw material or finished item), cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the transversal contract price of each of these cost components. In this bid, the following cost components will be used to calculate transversal contract price adjustments.

13.2.3.2 Bidders are requested to submit the cost breakdown of the bid price for each item with their bid. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document. Bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the transversal contract.

Table 7: Transversal Contract Price Adjustment Cost Components

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

13.3 **Applicable indices / references**

13.3.1 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 reference will be applicable.

Table 8: Contract Price Adjustment Indicative Indices

Cost component	Index Publication	Index Reference
D1- Imported Raw Material/Finished product (if	Supplier/Manufacturer invoice(s) and remittance advice	Documentary evidence to accompany claim.

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Cost component	Index Publication	Index Reference
applicable)		
D2 – D2 - Local Raw Material / Finished product (if applicable)	Stats SA P0142.1 (PPI) OR Supplier / Manufacturer invoice(s)	Table 2- PPI for intermediate manufactured goods OR Documentary evidence to accompany claim.
D3 – Labour	Stats SA P0141 (CPI) Table E OR Labour agreement[3]	All Items OR Labour agreement to be provided
D4 – Transport	Stats SA P0141 (CPI) Table E	Transport – Other Running Cost
D5 – Overheads	Specify (STATS SA Index)	STATS SA Table (Specify)
D5- Other	Specify	Documentary evidence to accompany claim

13.4 **Base Index Date**

13.4.1 The base index date for purposes of calculating price adjustments is the reference date from which all subsequent index movements will be measured. For this bid, the base index date is **September 2026.**

13.5 **End Index Date**

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

13.6 **Price Adjustment Periods**

13.6.1 Price adjustments shall be applied yearly on a transversal contract anniversary.

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

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13.6.2 Adjustment to contract prices must be applied for at the following dates:

Table 9: Price Adjustment

Adjustment	Application	End Index Date	Dates from which adjustment will become effective
1st Adjustment	01 November 2027	September 2027	01 December 2027

13.7 Rates of Exchange (RoE) Base and average rates

13.7.1 In the event where material and/or finished products are imported, the following will apply:

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

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

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

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

Table 10: Contract Price Adjustment Rate of Exchange

Currency	Rates of exchange (12 months' average for the period 1 September 2025 – 31 August 2026)
US Dollar	16.67
Pound	22.35
Euro	19.39

13.7.1.5 Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period **1 September 2025 to 31 August 2026** using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates. Please refer to TCBD 2 (Procedure to download historical exchange rates from the Reserve Bank website) for instructions.

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

Table 11: Contract Price Rate of Exchange Adjustments

Adjustment	Average exchange rates for the period
1st Adjustment	1 September 2026 – 31 August 2027

13.8 **General**

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

13.8.2 Applications for transversal contract price adjustment must be accompanied by documentary evidence in support of any adjustment. PA applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

13.8.3 Transversal contract price adjustment applications will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

13.8.4 In the event where the supplier's CPA application, based on the above formula and parameters, differs from Transversal Contracting verification, Transversal Contracting will consult with the Supplier to resolve the differences.

13.8.5 Bidders are referred to the paragraph regarding counter conditions.

13.8.6 An electronic transversal contract price adjustment calculator will be available on request from Transversal Contracting.

13.8.7 The State reserves the right to negotiate a transversal contract price adjustment or not to grant any transversal contract price adjustment.

14. UNDESIRABLE/IMPROPER PRACTICES

14.1 **Abuse of the price adjustment provision**

14.1.1 If a contractor has acted in a manner that is regarded as an abuse of the price adjustment provision, the State reserves the right to cancel the contract in terms of regulation

16A9.1(f)(i) of the Treasury Regulations, as the abuse of the price adjustment provision is regarded as a fraudulent activity.

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

14.2 **Collusive bidding or bid rigging**

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

14.2.2 Cancel the contract.

14.2.3 Disregard the bid of the contractor for any future contracts; or

14.2.4 Restrict the bidder or contractor from doing business with the State.

14.3 **Fronting**

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

14.3.2 cancel the contract in question.

14.3.3 disregard the bid of the contractor for any future contracts; or

14.3.4 Restrict the contractor from doing business with the State.

14.4 **Underquoting**

14.4.1 If during the tenure of the contract a contractor is suspected of underquoting that emanates from the bidding stage and, upon an internal investigation, it has been found that the contractor has engaged in a practice of under-quoting, the State reserves the right to:

14.4.1.1 cancel the contract in whole or in part.

14.4.1.2 disregard the bid of the contractor for any future contracts; or

14.4.1.3 Restrict the contractor from doing business with the State

14.4.1.4 Other undesirable / improper practices.

14.4.2 Where, at any time during the execution of the contract, the State becomes aware of any information, allegation or evidence suggesting that the contractor has engaged, or is engaged, in any improper practice, whether in relation to this contract or any other procurement undertaken by any other organ of state, including but not limited to fraud, corruption, collusive conduct, fronting, bribery, submission of false or fraudulent documents, conflicts of interest, anti-competitive conduct, contract manipulation, or any

 Initials_______

other conduct that may compromise the integrity of public procurement or bring the public procurement system into disrepute, the State reserves the right to:

14.4.3 Investigate the matter or appoint any person or institution to conduct such investigation;

14.4.4 Request the contractor to provide written representations and supporting information;

14.4.5 refer the matter to any competent authority or institution for investigation or enforcement; and

14.4.6 Consider any findings, reports or evidence arising from such investigation.

14.4.7 Where, following such investigation or consideration of the available information, the State reasonably concludes that the contractor has engaged in any improper practice, the State may, subject to any applicable legal requirements, cancel or terminate the contract, in whole or in part, with immediate effect or on such notice as the State may determine.

14.4.8 The State may, in addition to cancellation or termination of the contract, exercise any other contractual, statutory or common-law remedy available to it, including the recovery of damages, restriction from doing business with the State where applicable, or referral for civil, criminal or administrative proceedings.

15. QUALITY ASSURANCE

15.1 The service provider must ensure that its services always comply with all applicable legislation with reference to Clause 2 during the Contract period.

16. DELIVERY ADHERENCE, ORDERS AND PAYMENTS

16.1 **Orders**

16.1.1 Suppliers should note that each purchasing State institution is responsible for generating the order(s) as well as the payment(s) thereof.

16.1.2 Suppliers should note that the order(s) will be placed as and when required during the transversal contract period and delivery points will be specified by the relevant purchasing State institution(s).

16.1.3 The instructions appearing on the official order form regarding the supply, dispatch, and submission of invoices must be strictly adhered to, and under no circumstances should the supplier deviate from the orders issued by the purchasing State institutions.

16.1.4 The State is under no obligation to accept any quantities which are more than the ordered quantities.

16.2 **Delivery Adherence**

16.2.1 Delivery of items must be made as per the instructions appearing on the official purchase order forms issued by purchasing State institutions.

16.2.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been affected.

16.2.3 In respect of items awarded, suppliers must adhere strictly to the delivery lead times quoted in their bids.

16.2.4 Deliveries not complying with the purchase order forms will be returned to the Supplier(s) at the Supplier's expense.

17. ITEM REQUIREMENTS

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

17.2 All accessories, consumables, and spare parts must be supplied new, and no second-hand or refurbished accessories, consumables, or spare parts will be accepted.

17.3 The Supplier should ensure that the accessories, consumables, and spare parts of the awarded items are guaranteed to be available for the life cycle of the awarded item.

18. WARRANTY PERIOD

18.1 A minimum warranty/guarantee of 24 months is required on all equipment purchased outright.

18.2 Sufficient spare parts for electronic equipment must be available for a minimum period of 5 years from when the equipment has been procured.

19. CONTINUITY OF SUPPLY

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

19.1.1 Industrial action

19.1.2 Manufacturing Pipeline

19.1.3 Any other supply challenges.

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

19.2.1 The contracted supplier fails to perform in terms of the contract;

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

19.2.3 In the case of an emergency.

20. PACKAGING AND LABELLING

20.1 Packaging

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

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

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

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

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

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

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

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

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

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

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

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

20.1.8 Suppliers must ensure that products delivered are received in good order at the point of delivery.

20.2 Labelling

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

20.2.2 The following information must be clearly and indelibly printed on all shelf and shipper packs, including any part boxes packaging in at least English language:

Table 12: Labelling details

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

20.3 **Barcodes**

20.3.1 It is mandatory that all products supplied must include a barcode (number plus symbology). All shipper, shelf, and unit packs must be marked with the appropriate number and symbology. The European Article Numbering Code 13 (EAN 13) has been accepted as standard.

20.3.2 Suppliers are encouraged to include a 2D barcode or similar on their packaging that will include the brand name, batch number, and expiry date.

21. SUSPENSION FOR MATERIAL BREACH

21.1 **Material Breach**

21.1.1 For the purpose of this clause, unless the context indicates otherwise, a word or expression defined elsewhere in this SCC shall have the same meaning assigned to it therein.

21.1.2 “Cure conditions” means conditions provided to cure a breach;

21.1.3 “Cure period” means a period determined by the Non-Breaching Party to cure a breach;

21.1.4 “Material breach” means a breach or failure by a Party to perform any material obligations under this agreement that:

a) is substantial in nature and goes to the essential purpose of this Agreement,

b) is not cured within the Cure Period (as defined above) after written notice specifying the breach and the required cure, and

c) results in, or would reasonably be expected to result in, material harm to the requesting Party (including substantial impairment of essential rights, non-monetary detriment, or critical service disruption), provided that, for avoidance of doubt, a breach that is cured within the Cure Period shall not be deemed a Material Breach.

21.2 **Minor Breach**

21.2.1 “Minor breach" means a breach that:

a) does not constitute a Material Breach,

b) is curable and capable of being remedied within a shorter timeframe designated by the Non-Breaching Party, and

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

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

a) Require the breach to be remedied;

b) Issue a written warning;

c) apply any other remedy provided in this agreement, provided such actions shall not limit any other rights of suspend performance or exercise any other remedy in respect of a subsequent Material Breach.

21.3 **Right to Suspend Performance**

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

a) The nature and details of the Material Breach;

b) The Cure Conditions required to remedy the breach;

c) a reasonable Cure Period of not less than fourteen (14) days, or such shorter period as may be expressly permitted by applicable law where the breach is capable of being cured within such period; and

d) that suspension will take effect on the later of:

i) the expiry of the Cure Period, or

ii) the date specified in the notice.

21.4 **Curing of Breach**

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

21.5 **Failure to Cure**

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

a) terminate this agreement for cause, effective upon written notice to the Breaching Party; or

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

21.6 **Relationship to other remedies**

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

21.7 **Notices**

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

22. ASSIGNMENT, CESSION AND CHANGES OF CONTACT DETAILS

22.1 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.

22.2 **Assignments of Contract**

22.2.1 Assignment of contract refers to the transfer of rights and obligations in a contract from an assignor 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.

22.2.2 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.

22.3 **Cession of Contracts**

22.3.1 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).

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

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

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

23. POST-AWARD PRODUCT COMPLIANCE PROCEDURES

23.1 Suppliers must ensure that the product conforms to the technical specification and its relevant quality standards throughout the contract period. Where there is a justified concern regarding the quality of the product, the State reserves the right to request the supplier (at its own cost) to submit a product for testing to confirm compliance with the relevant item technical specification and requirements at the SANAS-accredited institution.

23.2 The State reserve the right to conduct any sample or site inspection directly or through a third party appointed by the State.

24. REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS

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

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

24.3 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.

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

25. MONITORING

25.1 Monitoring audits may be conducted periodically and randomly by the National Treasury, Participating Institutions, and/or by a service provider appointed by the State to determine continuous compliance with the product and terms of the contract. The Participating Institutions, will monitor the performance of contracted suppliers and maintain a report for compliance with the terms of this contract as follows:

25.1.1 Compliance with delivery lead times

25.1.2 Percentage of orders supplied in full first time.

25.1.3 Compliance with reporting requirements according to reporting schedule.

25.1.4 Attendance of compulsory meeting: The National Treasury compulsory meetings will be held with suppliers to review supplier performance. The schedules of the meetings will be sent to successful suppliers.

25.2 The State may conduct a random audit(s) with or without prior appointment arrangements with the appointed supplier(s).

25.3 The National Treasury will conduct meetings with the Participating Institutions and suppliers to discuss transversal contracting issues.

25.4 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.

25.5 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.

25.6 Reporting and supplier(s) meetings and schedules will be communicated to successful bidders.

25.7 All successful suppliers are required to submit historical value and volume reports via e-mail every quarter to: TCcontracts1@treasury.gov.za/ TCcontracts2@treasury.gov.za.

25.8 Detailed reporting requirements from suppliers will be provided to awarded suppliers.

26. TERMINATION

26.1.1 The State shall be entitled to terminate this agreement if one or more of the following occur:

26.1.1.1 The supplier decides to transfer the contract or cede the contract;

26.1.1.2 The supplier does not honour contractual obligations, including the submission of information;

26.1.1.3 The supplier is provisionally or finally liquidated, making it impossible for the supplier to perform its functions in terms of this transversal contract;

26.1.1.4 The supplier enters settlement arrangements with their creditors;

26.1.1.5 The supplier commits an act of insolvency;

26.1.1.6 If the supplier is a member of an unincorporated joint venture or consortium and the membership of such joint venture or consortium changes;

26.1.1.7 There is a change in ownership of the supplier that has the effect that over 50% ownership of the Supplier belongs to the new owner without prior written approval of the State; and

26.1.1.8 Overall poor performance rating during the contract period.

END