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**SPECIAL CONDITIONS OF THE CONTRACT**

**RT76-2026**

**SUPPLY AND DELIVERY OF MEDICAL EXAMINATION AND SURGICAL  
GLOVES TO THE STATE FOR THE PERIOD OF 36 MONTHS  
NON-COMPULSORY BRIEFING SESSION TO BE HELD VIRTUALLY ON **11  
MARCH 2026** ON THE MICROSOFT TEAMS PLATFORM**

**CLOSING DATE AND TIME OF BID**

**31 MARCH 2026 AT 11H00**

**BID VALIDITY PERIOD: 180 DAYS**

National Treasury

Transversal Contracting



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**LIST OF ATTACHMENTS AND ANNEXURES**

- i. Standard Bidding Documents (SBD’s)
- ii. General Conditions of Contract (GCC)
- iii. Annexure A – Technical Specifications
- iv. Annexure B – Pricing Schedule
- v. Annexure C – Product Discontinuation form

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## LIST OF ABBREVIATIONS

Abb	Full Name
BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
CIPC	Company Registration Documents
CPA	Contract Price Adjustment
CSD	Central Supplier Database
GCC	General Conditions of Contract
OCPO	Office of the Chief Procurement Officer
PFMA	Public Finance Management Act
ISO	International Organisation for Standardization
PPPFA	Preferential Procurement Policy Frame Act
RoE	Rate of Exchange
SABS	South African Bureau of Standards
SAHPRA	South African Health Product Regulatory Authority
SANAS	South African National Accreditation System
SANS	South African National Standards
SARB	South African Reserve Bank
SARS	South African Revenue Services
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
SCM	Supply Chain Management
STATS SA	Statistics South Africa
TC	Transversal Contract
TCD	Transversal Contract Document
VAT	Value-Added Tax



## DEFINITIONS

End-User	An approved participant on the transversal contract that is responsible for placing the order and payment for procures goods and/or services from the appointed Supplier(s).
Delivery	The process of transporting goods from a bidder's source location to a predefined destination by the participants.
Due Diligence	The investigation or exercise of care that the State conducts before and post entering into an agreement with the bidders to validate the bid responses.
Historically Disadvantaged Individuals	<p>South African citizen:</p> <ul style="list-style-type: none"> <li>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</li> <li>ii) Who is female; and/or</li> <li>iii) Who has a disability.</li> </ul> <p>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.</p>

**Table 1: Bid Documents Checklist and Returnable**

#	Document Name <sup>1</sup>	Included in the published bid document?	To be returned by the bidder?	Bidder to tick Yes if the document is submitted
<b>PHASE 1: MANDATORY REQUIREMENTS EVALUATION</b>				
1.	Pricing Schedule (Annexure B)	Yes	Yes	
2.	SAHPRA License	No	Yes	
<b>PHASE 2: EVALUATION OF ADMINISTRATIVE REQUIREMENTS</b>				
3.	SBD 1 Invitation to Bid	Yes	Yes	
4.	Proof of authority must be submitted as per SBD 1	No	Yes	
5.	SBD 4 Bidder's Disclosure	Yes	Yes	
6.	SBD 6.1 – Preference points claim form.	Yes	Yes	
7.	TCD 13 Authorization Declaration	Yes	Yes	
8.	TCD 13.1 List of goods or services offered	Yes	Yes	
9.	Written confirmation for disclosing tax status by SARS	No	Yes	
10.	Central Supplier Database Report (CSD)	No	Yes	
11.	CIPC Company Registration Documents	No	Yes	
12.	Copy of Identity Documents of the Owners and Directors	No	Yes	
<b>PHASE 3: TECHNICAL COMPLIANCE EVALUATION</b>				
13.	Annexure A: Technical Specification	No	Yes	
14.	TCD 13.2 Authorization Letter of Undertaking	Yes	Yes	
15.	Quality assurance certificate ISO 13485	No	Yes	
16.	Test Report(s) or Proof of submission to the Testing Institution	No	Yes	
<b>PHASE 4: PRICE &amp; SPECIFIC GOALS EVALUATION</b>				
17.	Pricing Schedule (Annexure B)	Yes	Yes	

<sup>1</sup> 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



## SECTION A: INTRODUCTION AND TERMS OF REFERENCE

### 1. DESCRIPTION AND FORMAT OF THE BID

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

### 2. LEGISLATIVE AND REGULATORY FRAMEWORK

- 2.1 This bid and all contracts emanating 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 (PPFA) with its latest 2022 regulations.
- 2.2 The Special Conditions of Contract (SCC) are supplementary to those 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:
- a. Medicines and Related Substances Amendment Act, No. 72 of 2008 (Amendment Act)
  - b. Medicines and Related Substances Act No. 14 of 2015 and its Regulations on Medical Devices and IVD



### 3. OBJECTIVE OF THE BID

- 3.1 To arrange the supply and delivery of medical examination and surgical gloves to the state for the period of 36 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 As per section 2(1)(f) of the PPPFA, it is the objective of the bid to give preference to compliant bids (evaluation phases 1 -4) offering goods with over 50% of local content and production value. This objective applies to all items in this bid. The total Local content and production value will be calculated as an average of local content and local production percentages (%).

### 4. BRIEFING SESSION

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

The link to attend the briefing session has been posted on the National Treasury website at [www.treasury.gov.za](http://www.treasury.gov.za) and on e-tenders at [www.etenders.gov.za](http://www.etenders.gov.za). Bidders can also click on the link below to access the briefing session:

**Click on this link: [RT76-2026 Briefing Session Link](#)**

**Date: 9 March 2026**

**Time: 10H00-12H00**

**Venue: Microsoft Teams**

- 4.2 The bid information session is not compulsory, but it will provide bidders with an opportunity to obtain clarity on certain aspects of the procurement process as set out in this bid document.
- 4.3 The National Treasury reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.



## 5. TERMS OF REFERENCE

### 5.1 INTRODUCTION

5.2 The RT76-2026 bid is for the supply and delivery of medical examination and surgical gloves to the state for the period of 36 months.

### 5.3 SCOPE OF WORK

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

5.3.2 The bid consists of a total of 90-line items. The summary details are as follows:

**Table 2 : Summary of Technical Specifications Categories**

#	CATEGORY	NO. OF ITEMS
1.	Examination Gloves	32
2.	Surgical Gloves	58



## SECTION B: CONDITIONS OF BID

### 6. PART 1: EVALUATION CRITERIA

6.1 The details of the evaluation phases are outlined below:

**Table 3 : Evaluation Criteria**

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

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

### 6.2 PHASE 1: MANDATORY REQUIREMENT

6.2.1 Bidders must submit the required document 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. Bidders who fail to comply with the mandatory criteria will be disqualified during this phase and will not be evaluated further in the next evaluation phases.

#### 6.2.2 Pricing Schedule

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

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 Bidders are required to complete the mandatory Pricing Schedule (Annexure B) as a response to which items they are offering and how much the items offered will be charged. The pricing schedule must be submitted in an Excel format. The non-submission of the Pricing Schedule (Annexure B) at the closing date and time of the bid will invalidate the bid response.

6.2.2.4 Bid prices must be in ZAR (Rands), inclusive of all costs (supply, delivery and offloading),



and inclusive of VAT. The amount offered must be rounded to two (2) decimal places.

6.2.2.5 The pricing schedule must be submitted as an Excel file

6.2.2.6 If a bidder wishes to submit multiple brands for the same line item, each brand must be submitted on a separate line, using the same item number, as an alternative offer 2 and so on.

6.2.3 **South African Health Products Regulatory Authority (SAHPRA) Requirement**

6.2.3.1 Medical examination and surgical gloves are classified as medical devices. Bidders are required to adhere to the Medicines and Related Substances Amendment Act, No. 72 of 2008 (Amendment Act) read together with a further Amendment Act, Medicines and Related Substances Act No. 14 of 2015 and its Regulations on Medical Devices and IVD. Non-compliance with these conditions may invalidate the bid.

6.2.3.2 Manufacturers, distributors, and wholesalers, as referred to Section 22C(1)(b) of the original Medicines and Related Substances Act, 1965 (Act No. 101 of 1965), must obtain a licence for the manufacturing, importing, exporting, distribution, and wholesaling of medical devices and IVDs, as issued by SAHPRA.

6.2.3.3 Bidders must submit with the bid, on or before the closing date and time of the bid approved medical device and IVDs establishment licence

6.2.3.4 Upon such time that medical devices are called up for registration, via publication in the Government Gazette, bidders, who have been licensed as medical device establishments, must submit evidence of the approved registration certificate of the said medical device.

6.2.3.5 Evidence of application made to the South African Regulatory Authority, to register the said medical device (in the form of an Acknowledgement Letter received from the South African Regulatory Authority) will be required during the contract period if applicable.

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

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

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

6.3.1.2 **Proof of Authority** – This is proof that the company representative has been given authority by the company to sign bid documents on their behalf as required on SBD 1.

6.3.1.3 **SBD 4** – Bidders Disclosure



- 6.3.1.4 **SBD 6.1** - Preference points claim form.
- 6.3.1.5 **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 goods or services in full, sign it, and submit it together with the bid response. at the closing date and time of the bid invitation.
- 6.3.1.6 **Central Supplier Database** – Bidders are required to submit their Central Supplier Database report.
- 6.3.1.7 **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.
- 6.4 **Company registration documents issued by CIPC** - Bidder must submit proof of registration with the Companies' Intellectual Property Commission (CIPC). In a case where the shareholding percentage is not indicated on the CIPC registration documents, an additional shareholding certificate issued by the relevant authority detailing the shareholding of the bidder must be submitted.
- 6.5 **Copy of Identity Document (Directors/Owners)** – Bidders are required to submit a copy of an identity document of their directors and/or owners.
- 6.5.1 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 and may not be evaluated further in the next evaluation phases.
- 6.6 **Bidders on the Register to be disregarded**
- 6.6.1 In terms of section 16A9.2(a)(iii) of the Treasury Regulations, bidders who are in the register for bidders to be disregarded will not be considered and will be disqualified during this Phase of Evaluation.
- 6.6.2 Should any bidder be registered on this list of disregarded bidders during the evaluation process and before the bid is awarded, a recommendation to not award the bidder will be made to the Bid Adjudication Committee not to award the relevant bidder.
- 6.6.3



## 6.7 PHASE 3: TECHNICAL SPECIFICATION REQUIREMENTS

- 6.7.1 During this phase, bidders' responses will be evaluated based on technical requirements for each item offered on the pricing schedule. Only bid offers that complied with the requirements on Phases 1 and 2 will be evaluated in Phase 3.
- 6.7.2 The evaluation on this phase is at the line item level, and non-compliance with the applicable requirements for each item will result in the disqualification of the relevant line item being evaluated.
- 6.7.3 The technical specification requirement evaluation is in two parts, **Part A** and **Part B**. Only items which comply with **Part A** of the evaluation requirements will be evaluated further in **Part B** of the phase 3 evaluation.
- 6.7.4 **Standards/Specifications**
- 6.7.4.1 The Item(s) offered must comply with the technical specification (**Annexure A**) as stated in the bid document of each item. The technical specification as per the pricing schedule is a summary description and the attached **Annexure A** is the detailed technical Specification of all the items. Non-compliance with the technical specification requirement will invalidate the items for which the compliance is not adhered to.
- 6.7.4.2 Where specific technical specifications and/ or standards, e.g., SABS, SANS, EU, ADA, CKS, BP, BPC, USP, USNE, EP, ISO, or DIN, apply to materials and supplies, the quality of products shall not be less than the requirements of the latest edition of such technical specifications and/or standards.
- 6.7.4.3 In case of deviation from the technical specification, the State may consider products which has a reasonable deviation of at least 10% in terms of sizes for items indicated on the technical specification This is subject to the deviation not causing any clinically and functional harm to the target population and users that the product is aimed at and that the functional output of the item technical specification is achieved. This will therefore be decided upon based on the clinical judgement and expertise of the Bid Evaluation Committee.

## 7. PART A

### 7.1.1 Authorization Letter of Undertaking

- 7.1.1.1 Bidder who are not the original manufacturers of the medical gloves and are sourcing the items from a third party, are required to submit a valid authorisation letter of undertaking (**as per the template provided in TCD 13.2**) from the original manufacturer of the products offered in the



pricing schedule. For the letter to be valid, it must comply with and include the following information:

- a) Letter must be on a letterhead of the original manufacturer of the item(s) offered, dated and signed. Email, typed signatures, or company stamps will not be accepted as a signature.
- b) The letter must clearly list the item(s) by item number, brand name and item description.
- c) Only the letter from the original manufacturer of the gloves will be accepted.
- d) Letter must not be older than **30 days at the closing date** of the bid,
- e) The letter must contain the signatory's name and surname, position in the company, physical address, contact details in the form of a telephone number, and email address of the OPM.
- f) The letter must be addressed to the bidder
- g) All information on the letter must be in English.

7.1.1.2 The State reserves the right to verify any information supplied by the bidder in the authorisation letter, and should the information be found to be false or incorrect, the State will exercise any of the remedies available to it in the bid documents and according to the law of the country.

7.1.1.3 The bidder must ensure that all financial and supply arrangements for goods 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.

7.1.1.4 Failure to submit the required documents will result in the disqualification of the relevant line item.

#### 7.1.2 **Quality Assurance Requirements**

7.1.2.1 Bidders are required to submit a valid ISO 13485 quality assurance certificate at the bid closing date and time, as proof that the manufacturer operates an ISO-certified Quality Management System. The certificate must include the scope of this bid for medical gloves

7.1.2.2 The ISO certificate must belong to and be in the name of the original manufacturer of the product listed in the pricing schedule. Where a bidder offers products from more than one manufacturer, a valid ISO 13485 certificate must be provided for each manufacturer.



- 7.1.2.3 The ISO Certificates must be issued by a body accredited under a recognised international accreditation system (e.g. SANAS, or equivalent IAF member bodies). All certifications submitted must be valid at the closing date of the bid
- 7.1.2.4 Failure to submit the required certificate for any manufacturer at the closing date and time of bid will result in the disqualification of the corresponding item. The State reserves the right to verify the authenticity and scope of all submitted certificates.
- 7.1.3 **Test Reports from SANAS Accredited Institutions**
- 7.1.3.1 **Submission of Test Report from a South African National Accreditation System (SANAS) Accredited Institution**
- 7.1.3.2 Where the item technical specification indicates a standard, bidders must submit samples for testing to a SANAS-accredited institution accredited to conduct testing for the relevant standard.
- 7.1.3.3 Bidders have until the fourteenth calendar day after the closing date of the bid to submit either a test report or a sample submission letter issued by a SANAS-accredited testing institution that the samples have been submitted for testing. The test reports must not be older than eighteen (18) months at the closing date of the bid.
- 7.1.3.4 Bidders are requested to clearly indicate the RT76-2026 Bid Item numbers on each test report and or on the proof of sample submission to ensure proper identification and linking of the required documents to the respective items.
- 7.1.3.5 Test reports or proof of sample submission letters not submitted with the bid must be emailed to [Lebogang.Mosuwe@treasury.gov.za](mailto:Lebogang.Mosuwe@treasury.gov.za). Failure to submit these documents within the specified timeframe will result in the disqualification of the affected item.
- 7.1.3.6 The procedures for sampling frame guidelines and testing for product compliance may differ and should be obtained from the relevant testing institution before submission of samples. The cost of compliance testing will be at the account of the prospective bidder.
- 7.1.3.7 For more information to obtain the relevant standards, bidders must enquire at the South African Bureau of Standards (SABS) office countrywide for the relevant standards specifications for SANS, SABS, ISO AND CKS. Obtaining any standards/specifications will be the responsibility and at the account of the prospective bidder. To purchase standards, obtain quotes or enquire about the availability of eStandards, please contact SABS Standards Sales as follows:

**Physical Address:** 1 Dr Lategan Road, Groenkloof, Pretoria, **Contact person:** Nomsa



Mabena Email: [nomsa.mabena@sabs.co.za](mailto:nomsa.mabena@sabs.co.za), Tel: 012 428 7473 and Tshiamo Makondo  
Email: [tshiamo.makondo@sabs.co.za](mailto:tshiamo.makondo@sabs.co.za) Tel: 012 428 6694. **Website:** [www.sabs.co.za](http://www.sabs.co.za) and  
follow the “Search/Buy Standards” link.

## **PART B**

- 7.1.4 **NB:** Only bid offers (items) which complied with up to **Phase 3 Part A** will be evaluated in **Phase 3 Part B** of the technical specification requirements evaluation. The requirements for **Part B** are as follows:
- 7.1.5 **Test Report from a SANAS Accredited Institution**
- 7.1.5.1 Test reports will be evaluated to confirm compliance with the relevant standard indicated in each item's technical specification.
- 7.1.5.2 A test report that indicates non-compliance with the required standard, or one that is deemed invalid, will result in disqualification for the relevant item. Any test report that is older than eighteen (18) months as of the bid closing date will be considered invalid, will not be accepted, and will lead to disqualification for the affected item.
- 7.1.5.3 Where a bidder has submitted a Proof of sample submission letter from a SANAS-accredited institution, bidders are required to submit the test report as soon as it is issued by the relevant institution. It is the responsibility of the bidder to ensure that the test reports are submitted to the National Treasury as soon as the test report is issued.
- 7.1.5.4 By submitting this bid, bidders consent to the National Treasury and the relevant SANAS-accredited institution verifying and confirming that the required samples have been submitted for testing. Bidders further consent that the SANAS-accredited institution may submit the test report directly to the National Treasury.
- 7.1.5.5 Bids that are not supported by the required test reports, where applicable, will be disqualified for the specific item(s) for which the test reports were not submitted in accordance with this bid. This includes cases where bidders fail to submit the test report immediately after it has been issued by the testing institution, and where the National Treasury is unable to obtain the test report from the testing institution for any reason.
- 7.1.5.6 The state reserves the right to apply clause/ paragraph 6.6.3.3 above in terms of the valid test report submitted.



### 7.1.6 Samples Submission for Visual Screening Evaluation

- 7.1.6.1 Bid offers which complied with Phases 3A will be required to submit a sample for visual screening evaluation for the relevant item. Items must comply with the item technical specifications as provided in this bid, as stated in the technical specification details of each item. Failure to comply with the item's technical specifications will invalidate the items concerned.
- 7.1.6.2 The National Treasury will send a schedule indicating the **date, time, place, and venue** to short-listed bidders to submit samples for evaluation. Bidders' attention is drawn to the fact that a schedule for sample submission may be forwarded to bidders at short notice of at least two weeks before the date of sample submission. The request to submit samples may be made immediately after the closing date and therefore, bidders are required to be ready to submit the samples from the closing date of the bid.
- 7.1.6.3 The submitted sample must match the exact brand and manufacturer specified in the pricing schedule. Any samples that do not meet this requirement will be disqualified. Bidders need to submit the sample in the **original packaging, which includes all the labelling requirements as stipulated in Paragraph 18.15.**
- 7.1.6.4 It is the responsibility of the bidder to ensure that correct contact details are provided in the bid document and to ensure that samples are submitted on time, at the correct venue.
- 7.1.6.5 Where different sizes of the same item are called for against different item numbers, samples of each size must be submitted.
- 7.1.6.6 All samples submitted must be a true representation of the product that will be supplied during the contract period. Must be in the original pack and comply with labelling requirements.
- 7.1.6.7 The quantity of samples required for each item is indicated in Annexure A, Technical Specification.
- 7.1.6.8 Where required, the BEC may request that bidders submit additional samples to any State facility to conduct further evaluations to verify compliance with the technical specifications. In this case, this will be arranged with the bidder.
- 7.1.6.9 During these visual screening evaluations, any medical examination and surgical glove samples that are not user-friendly for clinical application, that tear easily, or whose peel-apart packaging compromises sterility or poses an infection risk shall be disqualified on these grounds.



#### 7.1.6.10 **Sterility**

- a) Where the technical specification requires items to be sterile, the sterilization processes applied to the medical gloves and the packaging method (such as individually packaged) must comply with the requirements of the relevant applicable standards.
- b) Bidders must submit a Declaration of Sterility together with the sample for all items where sterility is specified as a requirement. Any sterilization method that does not comply with the required standards will result in the disqualification of the affected item. The declaration of sterility will only be requested to be submitted by bidders who have been requested to submit samples.
- c) For all products that require sterility, the product's primary packaging must clearly indicate that the item is sterile.

#### 7.1.6.11 **Marking of samples to be submitted for Visual Screen Evaluation**

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

#### 7.1.6.12 **Collection of all samples**

- a) Bidders will be informed of the date and time for which samples must be collected. This date may be immediately after the evaluation has been finalized. Bidders must take note that samples may not be in the same condition as when they were submitted due to the methods that may have been applied when evaluating the product.
- b) Samples not collected within the communicated periods and time frames will be disposed of at the discretion of the State, and the National Treasury bears no risk for uncollected samples.



## 7.2 **PHASE 4: PRICE AND SPECIFIC GOALS**

### 7.2.1 **Pricing Schedule and Structure Requirements**

- 7.2.1.1 Prices quoted must be furnished based on “delivered to State facility”, country-wide, inclusive of VAT.
- 7.2.1.2 The pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof. Bidders are required to complete a mandatory Pricing Schedule in response to how much the items offered will be charged.
- 7.2.1.3 Due diligence on market-related pricing reasonability may be conducted. The State reserves the right to disqualify bid offers that are under-quoted and or are above market value. In this case, the bidder may be required to submit supporting documentation to the State to prove that the pricing is not under-quoted or above market value.
- 7.2.1.4 Conditional discounts offered will not be taken into consideration during evaluation.
- 7.2.1.5 Prices submitted in this bid must be filled in on the field provided on the pricing schedule supplied with the bid. Price structures that do not comply with this requirement may invalidate the bid.
- 7.2.1.6 The Pricing Schedule (Annexure B) must be submitted with the bid document and in as an Excel, spreadsheet at the closing date and time of the bid.
- 7.2.1.7 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.
- 7.2.1.8 Submission of two brands or more in one line item on the pricing schedule will invalidate the line item.
- 7.2.1.9 Failure to provide the brand name, size, and load rating will result in the disqualification of the relevant item.
- 7.2.1.10 Failure to submit a price for fitment and wheel alignment, where relevant, will invalidate the line item.

### 7.2.2 **Preferential Point System**

- 7.2.2.1 The pricing evaluation will be in terms of the Preferential Procurement Regulations as per the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10 preference point system based on:



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

7.2.2.2 **Objective Criteria:**

- a) It is the objective of the bid to give preference to compliant bids (evaluation phases 1 -4) offering goods with over 50% of local content and production value. This objective applies to all items in this bid. The total Local content and production value will be calculated as an average of local content and local production percentages (%).
- b) In accordance with section 2(1)(f) of the PPPFA, preference will be granted to bidders who meet the objective criteria indicated in Paragraph 7.2.2.2(a) above
- c) Where material of the items is not available, bidders must indicate on the pricing schedule the local content and production percentage, which excludes the import portion of the material that is imported and add it to the import portion percentage.

7.2.2.3 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 of the bid under consideration

$P_t$  = Comparative price of a bid under consideration

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

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

**Table 4 : Specific Goals**

GOALS	POINTS
Preference points for equity ownership by historically disadvantaged Individuals who, due to the apartheid policy that had been in place had no franchise in national elections before the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA,1993 (Act 200 of 1993), (“the Interim Constitution”)	5
Local Content and Production Value	5

- a) The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.
- b) **SBD 6.1:** Bidders are required to complete the SBD 6.1 and 6.1(a) forms to claim



preference points. Only a bidder who has completed and signed the declaration part of the SBD 6.1 and 6.1(a) preference points claim forms will be considered for preference points.

- c) The bidder's Central Supplier Database (CSD) report, CIPC registration documents, and Identity Documents (ID) copies submitted will serve as proof of ownership and directorship of the company.
- d) Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender will not be allocated the points claimed.
- e) The State may, before a bid is adjudicated or at any time, require a bidder to submit any relevant additional supporting documents to substantiate claims it has made about preference.
- f) Points scored will be rounded off to the nearest 2 decimals.
- g) If two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- h) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- i) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

7.2.2.5 The following formula must be applied to calculate the number of points out of five (5) for specific goals:

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

**Where:**

PSSG= Points scored for a specific goal

MPA = Maximum points allocated for a specific goal

PEO = Percentage of equity ownership by an HDI

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

- a) The specific goals contemplated in the paragraph above and are related to equity



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

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

#### 7.2.2.7 **Specific goals in relation to procuring locally produced products and local content**

- a) Preference points for local content and production can only be claimed for the portion of the bid price of the item which is locally produced and that of the material component which is sourced locally in the Republic of South Africa.
- b) **Locally produced products** refer to products, which are or will be manufactured (fabricated, processed or assembled) in the Republic of South Africa. In cases where production has not yet commenced at the time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product
- c) **Local content** means that portion of the bid price represented by the costs of



components, parts, or materials that have been or are still to be sourced locally (whether by the bidder or his suppliers or sub-contractors for the relevant item offered.

- d) **Imported content** means that portion of the bid price represented by the costs of components, parts, or materials that have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and
- e) Bidders must indicate in the pricing schedule (Annexure B) which product(s) [item number(s)] is/are manufactured locally and indicate the local content % of each product/item in relation to the bid price. The State may request additional information from the bidder to substantiate the points claimed against the local content and production. This may also include due diligence through manufacturing site visits.
- f) The following formula will be applied to calculate the number of points out of the points allocated to local content and production-specific goals:

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

**Where:**

**PSLC** = Points scored for local content

**MLC** = Maximum points allocated for Local Content

**PLC** = Percentage of Local Content and Production for the product offered

- g) 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, and the material component sourced locally for the relevant item
- h) Substantial supporting documents may be required at any point in time before and after the award of the contract. Due diligence, which includes site visits, may be conducted in this regard.
- i) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the state that the claims are correct. If the claims are found to be incorrect, the State, in addition to any other remedy it may have –
- i) Recover all costs, losses, or damages it has incurred or suffered as a result of the bidder's conduct.



- ii) Cancel the contract and claim any damages that it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- iii) Impose a financial penalty more severe than the theoretical financial preference associated with the claim that was made in the bid.

### 7.2.3 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.

### 7.2.4 Cost Breakdown

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

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

**Table 5 : Example of Cost Breakdown**

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

### 7.2.5 TCD 14 Historical Exchange Rates

7.2.5.1 In terms of cost price adjustment, bidders should make use of any relevant currency for the items offered by calculating the average for the period **1 August 2025 to 31 January 2026** using the Reserve Bank published rates for the specific currency. Bidders are to visit <https://www.resbank.co.za/> to obtain the relevant rates. Reference to **TCD 14** on the procedure to download historical exchange rates from the Reserve Bank website for instructions.

### 7.2.6 Responsive Bids

7.2.6.1 Bidders are required to submit responsive bids by completing all pricing and item



information on the provided pricing schedule (**Annexure B**) for the individual items and all required forms. Non-submission of the pricing schedule (**Annexure B**) will invalidate the bid response.

**7.2.7 Declaration of Product Discontinuation**

7.2.7.1 Bidders are required to complete in full the **Declaration Form Annexure C** for any product offered that is in the process of being discontinued by the original product manufacturer.

7.2.7.2 Failure to disclose the above may result in the state terminating the contract for the relevant item for which the declaration was not made. The State reserve the right to institute penalty costs associated with the State having to institute alternative sourcing methods for the relevant item for which a declaration was not made.

7.2.7.3 The state reserves the right not to consider any item offered that is currently or is planned within the first 18 months of the contract to be discontinued.



## **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 e-Tender Publication portal. Manual or hardcopy bids are not acceptable.

8.2.1.2 The online e-Tender publication portal can be accessed on the following link:  
<https://www.etenders.gov.za>

8.2.1.3 The guide for online bid submission is attached as:

- a) **E-Tender Submission Guide – Transversal Contracts**, and along with
- b) **E-Submission User Manual for Suppliers**.

8.2.1.4 Bidder must contact the e-tender call centre for any assistance regarding Online bid submission at **(012) 406 9222** or email [eTenders@treasury.gov.za](mailto:eTenders@treasury.gov.za) only during working Hours: 08:00–16:00 and working days only, Monday to Friday.

8.2.1.5 Bidders to 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 **Table 1 - Bid Documents Checklist and Returnable**

8.2.1.7 The Pricing Schedule (Annexure B) should be in an XLSX Excel sheet format.

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

### 8.3 LATE BIDS

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

### 8.4 COMMUNICATION AND CONFIDENTIALITY

8.4.1 The Chief Directorate: Transversal Contracting (TC) within the Office of the Chief Procurement Officer (OCPO) may communicate with bidders where clarity is sought after the closing date and time of the bid and before the award of the transversal contract, or extend the validity period of the bid, if necessary.

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

8.4.3 Whilst all due care has been taken in connection with the preparation of this bid, the National Treasury makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will



be, accurate, current, or complete. The National Treasury, and its officers, employees, and advisors will not be liable concerning any information communicated which is not accurate, current, or complete.

- 8.4.4 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the National Treasury (other than minor clerical matters), the bidder must promptly notify the National Treasury in writing of such discrepancy, ambiguity, error or inconsistency to allow the National Treasury to consider what corrective action is necessary (if any).
- 8.4.5 Any actual discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the National Treasury will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- 8.4.6 All communication between the bidder and the National Treasury TC office must be done in writing as per the Contact Details below.
- 8.4.7 No representations made by or on behalf of the National Treasury about this bid will be binding on the National Treasury unless that representation is expressly incorporated into the contract ultimately entered between the National Treasury and the successful bidder(s).
- 8.4.8 All persons (including all bidders) obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the contents of the bid and other such information confidential and not disclose or use the information except as required for developing a response to this bid.

8.5 **CONTACT DETAILS**

- 8.5.1 **General:** - National Treasury, Office of the Chief Procurement Officer, Chief Directorate: Transversal Contracting, Private Bag x115, Pretoria, 0001. Physical address: 40 Madiba Street, Pretoria
- 8.5.2 **Bid Enquiries:** - All inquiries should be in writing to [Demand.Acquisition2@treasury.gov.za](mailto:Demand.Acquisition2@treasury.gov.za)/  
[Lebogang.Mosuwe@treasury.gov.za](mailto:Lebogang.Mosuwe@treasury.gov.za). The closing date for receipt of all inquiries is 3 days before the bid closing date. All inquiries beyond the closing date may 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 master transversal agreement for the supply and delivery of medical examination and surgical gloves to the state and the unsuccessful bidder(s) will be informed accordingly.

9.3 In terms of section 16A9.2(a)(iii) of the Treasury Regulations, bidders who's in the register for bidders to be disregarded will not be considered for any award.

### **9.4 Tax Compliance Requirements**

9.4.1 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.

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

9.4.3 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.

9.4.4 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.

9.4.5 Bidders whose tax matters are not in compliant status even after communication has been made to the bidder to rectify their status will not be awarded.

### **9.5 Multiple Award**

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

### **9.6 Negotiations**

9.6.1 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.

**9.7 Due Diligence**

9.7.1 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 in part.

9.7.2 The State also reserves the right to conduct any evaluation verifications before the final award or at any time during the transversal term contract period.

**9.8 Right of Award**

9.8.1 The State reserves the 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 Request further technical information from any bidder after the closing date,

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

9.8.1.5 Not to accept any of the bids submitted,

9.8.1.6 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

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



## SECTION C: CONDITIONS OF CONTRACT

### 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 RT76-2026 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 RT76-2026 transversal contract.

### 11. PARTICIPATING STATE INSTITUTIONS

- 11.1.1 This transversal contract RT76-2026 is intended to be utilized by various organs of the State as listed below:

**Table 6: Participating State Institutions**

#	DEPARTMENT NAME
1	Free State Department of Health
2	Mpumalanga Department of Health
3	Western Cape Department of Health
4	Limpopo Department of Health

### 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.

### **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](mailto:TCcontracts2@treasury.gov.za)

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

#### **13.2 Supplier Performance Management**

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

- 13.2.2 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 7 : 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

### 14.2.1 Adjustable amount

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

### 14.2.2 Fixed portion

- 14.2.2.1 The fixed portion represents those costs that will not change over the adjustment period and do NOT represent the profit margin. In this bid, the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract periods.

### 14.2.3 Cost components and proportions

- 14.2.3.1 The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs



that are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid, the following cost components will be used to calculate contract price adjustments.

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

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

**Table 8 : Contract Price Adjustment Cost Components**

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

#### 14.2.4 Applicable indices/references

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

**Table 9: Applicable Indices/ References**

Cost component	Index Publication	Index Reference
D1 – Imported Finished product (if applicable);	Reserve bank ROE publication/ Supplier / Manufacturer invoice(s) and remittance advice. <sup>2</sup>	Documentary evidence to accompany the claim and ROE
D2 - Local Finished product (if applicable):	Supplier / Manufacturer invoice(s) and remittance	Supplier / Manufacturer invoice(s) and remittance advice.

<sup>2</sup> In cases where invoices are supplied as documentary evidence, it is advised that invoices closest to the Base Index date and the End Index date be submitted. It should ideally reflect the adjustment period.



Cost component	Index Publication	Index Reference
	advice.	
D3 – Labour	STATS SA P0141 (CPI), Table E; OR Labour Agreement <sup>3</sup>	Table E - All Items (CPI Headline) OR Labour agreement to be provided/ Regulated Pricing Adjustment
D4 – Transport	Stats SA P0141 (CPI) Table E	Transport services of goods <sup>1</sup>
D5 – Overheads	Specify (STATS SA Index)	STATS SA Table (Specify)
D6 – Other	Specify (STATS SA Index)	STATS SA Table (Specify)

#### 14.2.5 Base index date

14.2.5.1 The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid, the base index date is **February 2026**.

#### 14.2.6 End index date.

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

#### 14.2.7 Price adjustment periods

14.2.7.1 Price adjustment shall be applied on an annual basis from the commencement of the contract period.

**Table 10: Price Adjustment Periods**

Adjustment Period	CPA application to reach the office by the following dates	End Index	Dates from which adjusted prices will become effective
1st Adjustment	01 August 2027	June 2027	1 September 2027
2 <sup>nd</sup> Adjustment	01 August 2028	June 2028	1 September 2028

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

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

14.2.8.2 The formula described above will be used, and the imported cost component of the bid price (D1) will be adjusted considering the base RoE rate referred to in the paragraph and the

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



average RoE rate over the period under review, as indicated in the paragraph below.

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

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

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

**Table 11: CPA Rate of Exchange**

Currency Name	Rates of exchange: 1 August 2025 to 31 January 2026
Euro	20,00
US Dollar	17,15
Pound	22,95

14.2.8.6 Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period **1 August 2025 to 31 January 2026** using the Reserve Bank published rates for the specific currency. Visit [www.reservebank.co.za](http://www.reservebank.co.za) to obtain the relevant rates. Please refer to TCBD 14 (Procedure to download historical exchange rates from the Reserve Bank website) for instructions.

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

**Table 12: Rate of Exchange Average Periods**

Adjustment	Average exchange rates for the period:
1 <sup>st</sup> Adjustment	
2 <sup>nd</sup> Adjustment	

#### 14.2.9 General

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

14.2.9.2 Application for price adjustment must be accompanied by documentary evidence in



support of any adjustment.

- 14.2.9.3 CPA application will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.
- 14.2.9.4 If the supplier's CPA application, based on the above formula and parameters, differs from Transversal Contracting verification, Transversal Contracting will consult with the supplier to resolve the differences.
- 14.2.9.5 Bidders are referred to in the paragraph regarding counter conditions.
- 14.2.9.6 An electronic price adjustment calculator will be available on request from Transversal Contracting.
- 14.2.9.7 The State reserves the right to negotiate a price adjustment or not to grant any price adjustment.

## **15. ORDERS AND PAYMENT FOR SUPPLIES AND SERVICES**

### **15.1 General**

- 15.1.1 Suppliers should note that each individual participating department/institution is responsible for generating the orders as well as the payments thereof.
- 15.1.2 Suppliers should note that the orders will be placed as and when required during the transversal contract period and delivery points will be specified by the relevant participating department/institution.
- 15.1.3 The point of delivery will be as per the address specified by the end user department or for collection at the identified supplier or fitment centre.
- 15.1.4 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 participating department/institution.
- 15.1.5 The State is under no obligation to accept any quantity which is in excess of the ordered quantity.
- 15.1.6 The service provider shall furnish the End User with a certified correct invoice and signed proof of delivery in order to effect payment.
- 15.1.7 Suppliers are requested to ensure that the request for quotation is legitimate to circumvent fraudulent orders.



- 15.1.8 When providing quotations to participating organs of state, suppliers must ensure that the base price as it appears on the contract circular / price list adjustment is shown on the quotation and provide other pricing such as fitment and alignment costs and extras separately.
- 15.1.9 All invoices submitted to the participating department in respect of this transversal contract and after the participating department has ensured that the amounts claimed are due and in accordance with the provisions of this transversal contract, be certified by the responsible participating department or his representative.
- 15.1.10 The End User may defer payment pending request for clarification and the submission of further information, if so required. Such requests for clarification shall be submitted in writing to the Department within a period of 15 (fifteen) days of receipt of the invoice and the period for clarification shall not exceed 30 (thirty) days. The end-user must furnish proper documents for audit purposes.
- 15.2 **Ordering Procedure**
- 15.2.1 Prior to placing a formal order with a supplier, the participating institution will submit a pre-order to the first ranked supplier stipulating the details of the intended order.
- 15.2.2 The supplier will be allowed a maximum of three (3) working days to formally respond to the pre-order, indicating how the requirements of the order will be fulfilled. The supplier must indicate whether the order will be fulfilled in full, partially fulfilled or completely declined.
- 15.2.3 In the event that the participating institution does not receive the written response on the pre-order within three (3) working days, the purchaser will be allowed to engage with the next highest ranked supplier.
- 15.2.4 Should the supplier respond with a partial acceptance or decline the request, the next highest ranked supplier on the list must be contacted to supply the balance or full requirement.
- 15.2.5 The participating institution may not enter into discussions to purchase from the 2nd supplier without confirmation and agreement from the original supplier to do so. Similarly, the participating institution may not enter into discussions to purchase from the next ranked supplier without confirmation and agreement from the aforementioned supplier to do so, and so forth.
- 15.2.6 The purchasing institution must place the formal order within five (5) working days from receiving the written response from the supplier(s).



15.2.7 The supplier will have to notify National Treasury, National Department of Transport, and the end users on the transversal contract in the event that certain makes and items are no longer available or when there is a shortage of stock and the anticipated time frames for it to become available.

15.2.8 The end user department will be allowed to procure outside of the contract if the item is not available on the contract.

### 15.3 **Delivery Adherence**

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

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

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

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

## 16. **CONTINUITY OF SUPPLY**

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

16.1.1 Industrial action,

16.1.2 Manufacturing Pipeline

16.1.3 Any other supply challenges.

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

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

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

16.2.3 In the case of an emergency.

### 16.3 **Changes in the Service Provider Contact Details**

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

**17. SHELF LIFE**

- 17.1 All products must have a shelf-life of at least 18 months' years on manufacturing, and all products must have a remaining shelf life of at least 12 months upon delivery.
- 17.2 Participating Institutions may, without prejudice, decline to accept product with a shelf-life of less than 12 months years.
- 17.3 Suppliers may make written applications to the purchasing institution to deliver goods with a shorter shelf-life, provided such applications are accompanied by an undertaking that unused short- dated stock shall be unconditionally replaced before or after expiry.
- 17.4 Any delivery of short, dated supplies without prior written approval must be collected by the respective suppliers at their own cost.
- 17.5 Any participating institution may, without prejudice, decline written applications to deliver short, dated stock.

**18. PACKAGING AND LABELLING****18.1 Packaging**

- 18.2 All deliveries made against this contract, in all modes of transport, are to be packed in suitable containers.
- 18.3 Packaging must be suitable for further dispatch, storage and stacking according to Good Wholesaling Practice and Good Distribution Practice.
- 18.4 Packaging must be suitable for transportation and should prevent exposure to conditions that could adversely affect the stability and integrity of the product.
- 18.5 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.
- 18.6 Where a particular stacking and storage configuration is recommended by the supplier, this should be clearly illustrated on the outer packaging.
- 18.7 Where the contents of the shipper pack represent a standard supply quantity of an item, the following must be adhered to:
- 18.8 Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering
- 18.9 The contents must be packed in neat, uniform rows and columns that will facilitate easy counting when opened.



- 18.10 Where the contents of a shipper pack represent a non-standard supply quantity, the following must be adhered to:
- 18.11 Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering.
- 18.12 The shipper pack must contain only one product, mixing of multiple items in a single shipper is not allowed.
- 18.13 The outer packaging must be clearly marked as a "Part Box".
- 18.14 Suppliers must ensure that products delivered are received in good order at the point of delivery.
- 18.15 **Labelling**
- 18.16 All containers, packing and cartons must be clearly labelled. Bulk packs must be labelled in letters not less than font size 48.
- 18.17 The following information must be clearly and indelibly printed on all shelf and shipper packs, including any part boxes, packaging in at least English:

**Table 13: Labelling details**

#	Details
1.	Proprietary name (if applicable)
2.	Name of the product (Description of the item and Brand Name)
3.	A Product code if 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.

- 18.18 **Barcodes**
- 18.19 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.

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

## **19. POST-AWARD PRODUCT COMPLIANCE PROCEDURES**

- 19.1 Suppliers must ensure that the product confirms the technical specification and its relevant quality standards throughout the contract period. Where there is a justified concern regarding the quality of the product, the State reserve the right to request the supplier (at its own cost) to submit a product for testing to confirm compliance with the relevant item technical specification and requirements at the SANAS accredited institution.
- 19.2 The State reserve the right to conduct any sample or site inspection directly or through a third party appointed by the state.

## **20. REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS**

- 20.1 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.
- 20.2 Failure to meet this requirement will result in an inability to process orders and payments for goods.

## **21. MONITORING**

- 21.1 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:
- 21.1.1 Compliance with delivery lead times
  - 21.1.2 Percentage of orders supplied in full first time.
  - 21.1.3 Compliance with reporting requirements according to reporting schedule.
  - 21.1.4 Attendance of compulsory meeting: The National Treasury compulsory meetings with suppliers to review supplier performance. The schedules of the meetings will be sent to successful bidders.
- 21.2 The state may conduct a random audit(s) with or without prior appointment arrangements with the appointed Supplier(s).



- 21.3 The National Treasury will conduct meetings with the Participating Institutions and Suppliers to discuss transversal contracting issues.
- 21.4 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.
- 21.5 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.
- 21.6 Reporting and Supplier(s) meetings and schedules will be communicated to successful bidders.
- 21.7 All successful Suppliers are required to submit historical value and volume reports via e-mail every quarter to: [TCcontracts1@treasury.gov.za](mailto:TCcontracts1@treasury.gov.za) / [TCcontracts2@treasury.gov.za](mailto:TCcontracts2@treasury.gov.za)
- 21.8 Detailed reporting requirements from Suppliers will be provided to awarded Suppliers.

## **22. TERMINATION**

- 22.1 The State shall be entitled to terminate this agreement if one or more of the following occur:
- 22.1.1 The Supplier decides to transfer the contract or cede the contract.
- 22.1.2 The supplier does not honour contractual obligations including the submission of information.
- 22.1.3 The supplier is provisionally or finally liquidated, making it impossible for the supplier to perform its functions in terms of this transversal contract.
- 22.1.4 The supplier enters settlement arrangements with their creditors.
- 22.1.5 The supplier commits an act of insolvency.
- 22.1.6 If the supplier is a member of an unincorporated joint venture or consortium and the membership of such joint venture or consortium changes.
- 22.1.7 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.
- 22.1.8 Overall poor performance rating during the contract period

**END**