SPECIAL CONDITIONS OF THE CONTRACT

RT284-2026

SUPPLY AND DELIVERY OF HYPODERMIC SYRINGES, NEEDLES AND BLOODLETTING DEVICES AND RELATED ITEMS TO THE STATE FOR THE PERIOD OF 60 MONTHS

NON-COMPULSORY BRIEFING SESSION TO BE HELD VIRTUALLY ON 27 NOVEMBER 2025 ON THE MICROSOFT TEAMS PLATFORM

CLOSING DATE AND TIME OF BID

20 JANUARY 2026 AT 11H00

BID VALIDITY PERIOD: 180 DAYS

National Treasury

Transversal Contracting

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LIST OF ABBREVIATIONS

Abb	Full Name
BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
CPA	Contract Price Adjustment
CE	Conformité Européenne
CSD	Central Supplier Database
GCC	General Conditions of Contract
OCPO	Office of the Chief Procurement Officer
SBD	Standard Bidding Document
SARS	South African Revenue Services
SCC	Special Conditions of Contract
TC	Transversal Contract
TCD	Transversal Contract Document
PFMA	Public Finance Management Act
PPPFA	Preferential Procurement Policy Frame Act
RoE	Rate of Exchange
VAT	Value-Added Tax

Initials_____

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 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, 1993 (Act No 200 of 1993) (the interim Constitution) but, due to the apartheid policy that had been in place would not have had a franchise in the national elections and/or ii) Who is female; and/or iii) 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.
Specific Goals	means specific goals as contemplated in section 2(1)(d) of the Act 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

Initials_____

BID DOCUMENT CHECLIST AND RETURNABLE

Table 1: Bid Document Checklist and Returnable

#	Document Name[1]	Included in the published bid document?	To be returned by the bidder?	Bidder to tick Yes if the document is submitted
PHASE 1: MANDATORY REQUIREMENTS EVALUATION				
1.	Pricing Schedule (Annexure A)	Yes	Yes	
2.	SAHPRA License	No	Yes	
PHASE 2: ADMINISTRATIVE REQUIREMENTS EVALUATION				
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.			
7.	TCD 13 Authorization Declaration	Yes	Yes	
8.	TCD 13.1 List of goods or services offered	Yes	Yes	
9.	Written confirmation for disclosing tax status by SARS	No	Yes	
10.	Central Supplier Database Report	No	Yes	
11.	CIPC Company Registration Documents	No	Yes	
12.	Copy of Identity Documents of the Owners and Directors	No	Yes	
PHASE 3: TECHNICAL COMPLIANCE EVALUATION				
13.	Quality assurance certificate ISO 9001 or ISO 13485	No	Yes	
14.	TCD 13.2 Authorization Letter of Undertaking	Yes	Yes	
15.	Test Reports / Proof of Sample Submission from an Accredited Institution	No	Yes	
16.	Sterility certificate from the manufacturer	No	Yes	
PHASE 4: PRICE & SPECIFIC GOALS EVALUATION				
17.	Pricing Schedule (Annexure A)	Yes	Yes	
18.	Proof of Business Shareholding/Ownership	No	Yes	

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

Initials_____

#	Document Name[1]	Included in the published bid document?	To be returned by the bidder?	Bidder to tick Yes if the document is submitted
OTHER BID DOCUMENT REQUIREMENTS				
19.	Company Profile	No	Yes	
20.	Special Conditions of Contract	Yes	Yes	
21.	General Condition of Contract	Yes	Yes	

Initials_____

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 hypodermic syringes, needles and bloodletting devices and related items to the State for the period of sixty (60) months.

1.2 This bid document is structured as follows:

1.2.1 Section A: Introduction and Terms of Reference

1.2.2 Section B: Conditions of Bid

1.2.2.1 Part 1: Evaluation Criteria

1.2.2.2 Part 2: Additional Bid Requirements

1.2.2.3 Part 3: Recommendation and Appointment of Bidders

1.2.3 Section C: Conditions of Contract

2. LEGISLATIVE AND REGULATORY FRAMEWORK

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

2.2 The Special Conditions of Contract (SCC) are supplementary to that of the General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2.3 This bid is subject to all applicable industry-related legislation, particularly the legislation stated below:

a. 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 and Guidelines.

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3. OBJECTIVE OF THE BID

3.1 To arrange the RT284-2026 transversal contract for the supply and delivery of hypodermic syringes, needles and bloodletting devices and related items to the State for the period of sixty (60) months.

3.2 For the promotion of historically disadvantaged individuals as per the specific goals (maximum 10 points) allocated in terms of Preferential Procurement Regulations 2022 issued according to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).

4. BRIEFING SESSION

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

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

RT284-2026 Briefing Session Link

Date: 27 November 2025

Time: 10h00am to 11h00am

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

Initials_____

5. TERMS OF REFERENCE

5.1 INTRODUCTION

5.1.1 The RT284-2026 bid is for the supply and delivery of hypodermic syringes, needles and bloodletting devices and related items to the State for the period of sixty (60) months.

5.2 TECHNICAL SPECIFICATIONS REQUIREMENTS

5.2.1 The detailed technical specification requirements are as per Annexure A for the bid for the supply and delivery of hypodermic syringes, needles and bloodletting devices and related items to the State for the period of sixty (60) months. The bid consists of thirty-seven (37) categories with a total of two hundred and ninety-one (291) line items. The summary details are as follows:

Table 2: Summary of Technical Specifications Categories

#	CATEGORY DESCRIPTION	NO. OF ITEMS
1.	BCG Syringe	1
2.	Biopsy Needle Co-Axial	16
3.	Biopsy Needle FNA	8
4.	Biopsy Needle Maker	4
5.	Biopsy Needle Soft Tissue	6
6.	Biopsy Needle Soft Tissue Co-Axial	4
7.	Biopsy Needle Spring Loaded	4
8.	Biopsy Needle Vac Assisted	6
9.	Biopsy Needle	15
10.	Biopsy Needle Mammography	8
11.	Biopsy Needle Punch	14
12.	Blood Collection Needles	2
13.	Bloodletting Lancets	5
14.	Bone Marrow Aspiration Biopsy Needle	12
15.	Bulb Syringe	1
16.	Epidural Needles (Tuohy)	13
17.	Epidural Needles (Caudal)	17

Initials_____

#	CATEGORY DESCRIPTION	NO. OF ITEMS
18.	Epidural Needles (Crawford) Combined Spinal Epidural Pack System	2
19.	Hypodermic Needles	10
20.	Hypodermic Syringes 2-Part	14
21.	Hypodermic Syringes 3-Part	19
22.	Insulated Echogenic Needle for Regional Anaesthesia	11
23.	Insulated Echogenic Needle for Regional Anaesthesia with Shaft of 360º Ultrasound visible with nerve stimulator connector	5
24.	Insulated Echogenic Needle for Regional Anaesthesia with Shaft of 360º Ultrasound visible without nerve stimulator connector	4
25.	Insulin Syringes	12
26.	Intravenous Cannula with introducer needle	7
27.	Needle for non -palpable breast Lesion	6
28.	Needle, fill universal with blunt tip	2
29.	Needle Acupuncture	21
30.	Safety Blood Collection Needles	2
31.	Safety Blood Collection Needles - pre attached to device	2
32.	Spinal Needles Quicke Point	13
33.	Spinal Needles Pencil Point	10
34.	Syringes for Arterial Blood Collection	4
35.	Tube Holder	4
36.	Tuberculin Syringes	5
37.	Vascular Access Echogenic Needle of 360º ultrasound visible	5
Total number of items		**291**

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

Initials_____

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 during any of the evaluation phases to confirm the information submitted by the bidder and any misrepresentation by the bidder may disqualify the bid thereof.

6.2 **PHASE 1: MANDATORY REQUIREMENT**

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

6.2.2 **Pricing Schedule**

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

6.2.2.2 Bidders are required to complete the mandatory Pricing Schedule (Annexure A**)**, indicating the prices for the items offered.

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

6.2.2.4 Failure to submit the Pricing Schedule will invalidate the bid.

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

6.2.3.1 Bidders must submit a Manufacturer's or distributor's or wholesaler's license in accordance with the Medical Devices and In Vitro Diagnostic regulations, as referred to in Section 22C(1)(b) of the Medicines and Related Substances Act, 1965 (Act No. 101 of 1965).

6.2.3.2 The license for the manufacturing, importing, exporting, distribution and /or wholesaling

Initials_____

of medical devices and IVDs must be issued by the South African Regulatory Authority and be valid at the closing date and time of bid.

6.2.3.3 Bidders must submit evidence of the approved medical device establishment license on or before the closing date and time of the bid.

6.2.3.4 Failure to submit the SAHPRA Licence will invalidate the bid.

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

6.3.1 Bidders must submit the following documents:

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 the directors and/or owners.

Initials_____

6.5.1.1 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.

6.5.2 **PHASE 3: TECHNICAL SPECIFICATION REQUIREMENTS**

6.5.3 During this phase, bidders' responses will be evaluated based on technical requirements for each item offered on the pricing schedule. Non-compliance to the applicable requirements for each item below will result in disqualification of the relevant line item being evaluated. Compliant to Item Standards/Specifications Requirements

6.5.3.1 Items must comply with technical requirements on the pricing schedule (**Annexure A**) as stated in the bid document of each item. Non-compliance to the technical specification requirement will invalidate the items to which the compliance is not adhered.

6.5.3.2 Where specific specifications and/ or standards are applicable for each item, the quality of products shall not be less than the requirements of the latest edition of such specifications and/or standards throughout the contract period.

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

6.5.4 The technical specification requirements evaluation is in two parts, **Part A and Part B**. Only items that comply with the requirements in **Part A** will proceed to **Part B** of the Phase 3 evaluation.

PART A

6.5.5 **Quality Assurance Requirements**

6.5.5.1 Bidders must submit at the closing date and time of bid, valid quality assurance certificates ISO 9001 or ISO 13485 to confirm compliance for the items offered as per the pricing schedule. The certificate holder must be the original product manufacturer.

6.5.5.2 Failure to submit the ISO 9001 or ISO 13485 certificate will invalidate the bid for the relevant item.

Initials_____

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

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

a) In terms of products: The letter must list the Item(s) number, item description, and brand/model name offered by the third-party manufacturer.

b) In terms of services offered by a third party (sub-contracted partners) – the bidder must list the type of service to be offered by the relevant third-party - partner/sub-contractor.

c) The letter must be on the original service provider's letterhead, dated and signed.

d) The letter must not be older than the date of the bid advertisement.

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

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

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

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

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

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

6.5.7.1 Where an item's technical specification refers to a standard, bidders must submit either a test report or proof of sample submission from a SANAS-accredited testing

Initials_____

institution (accredited for the relevant standard) together with their bid. Each test report or proof of submission must clearly indicate the relevant RT284-2026 item numbers to ensure easy identification and linkage to the bid items.

6.5.7.2 Failure to submit a test report or proof of sample submission issued by a SANAS-accredited testing institution within the specified period will result in the disqualification of the relevant item.

6.5.7.3 The procedures for sampling frame guidelines and testing for product compliance may differ and should be obtained from the relevant testing institution before the submission of samples. The cost of compliance testing will be for the account of the prospective bidder.

6.5.7.4 Bidders must enquire at the SABS office countrywide for the relevant standards specifications for SANS, SABS, ISO, and CKS. Obtaining any standards/specifications will be the responsibility and for the account of the prospective bidder. To purchase standards, obtain quotes, or enquire about the availability of e-standards, please contact Standards Sales

Physical Address:
1 Dr Lategan Road
Groenkloof
Pretoria
Contact person: Lindelwa Mhlomi/Doreen Ntlhane/ Barnard Molalatladi
Tel: (012) 428 6668/6630/6612
E-mail: MhlomiL@SABS.CO.ZA/ Doreen.Ntlhane@sabs.co.za/ barnard.molalatladi@sabs.co.za

6.5.7.5 The SABS website: www.sabs.co.za and follow the “Search/Buy Standards” link

6.5.8 **Sterility certificate from the manufacturer**

6.5.8.1 Where applicable, bidders must submit a sterility certificate from the manufacturer at the bid closing date and time. Acceptable certificates include ISO 17665-1:2006 / SANS 17665-1:2007 (steam sterilization), ISO 11135 (ethylene oxide sterilization), or ISO 11137 (radiation sterilization).

6.5.8.2 The certificate must confirm that the manufacturer’s sterilization facilities, including physical buildings and equipment, comply with the prescribed requirements. This

Initials_____

applies to all South African and international facilities where non-sterile products are sterilized.

6.5.8.3 Failure to submit the required sterility documents will render the bid non-compliant for the relevant items. Sterility testing is performed under SABS standards, as required, by the SABS Microbiology Division for sterile products.

PART B

6.5.9 **NB:** Only items that complied with **Part A** above will be evaluated in **Part B** of the technical specification requirements evaluation. The requirements for Part B are as follows:

6.5.10 **Samples Submission for Visual Screening Evaluation**

6.5.10.1 All items must comply with the technical specifications provided in Annexure A of this bid, as stated for each item. Failure to comply will result in the invalidation of the relevant items.

6.5.10.2 Only items that comply with **Part A** will be required to submit samples to verify compliance with technical specifications at the venue, date, and time communicated by the National Treasury. Failure to submit samples will invalidate the items for which samples are not submitted.

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

6.5.10.4 Bidders are required to submit samples for visual screening evaluation for all items offered to verify compliance with technical specifications.

6.5.10.5 Failure to submit the samples as required will invalidate the bid for the items for which samples are not submitted.

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

6.5.10.7 **Sample Submission –**

a) The National Treasury will send a schedule indicating the date, time, place, and venue to short-listed bidders to submit samples for evaluation. Bidders'

Initials_____

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.

b) It is the responsibility of the bidder to ensure that the correct contact details are provided in the bid document and to ensure that samples are submitted on time, at the correct venue.

c) Where different sizes of the same item are called for against different item numbers, samples of each size must be submitted.

d) All samples submitted must be a true representation of the product that will be supplied during the contract period. Must be in the original pack and comply with labelling requirements.

e) All samples must be in original packaging for sample evaluation. Samples that are not in the original packaging will be disqualified.

6.5.10.8 **Manufacturers' Technical Specification-Brochures** – Where required, bidders must upload, together with the bid, an original manufacturer's technical specification (brochure) for all products offered, preferably in colour, with fully comprehensive product technical information. The brochure must indicate the product name and description, make/model, device images, and all information required to verify compliance with technical specification requirements.

6.5.10.9 **Product Labels and Pictures** – Where applicable, bidders must upload labels and pictures of products with the bid submission. No hard copies or USB submissions will be accepted.

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

a) Samples must be marked on the outside with the bid number, bid item number, and the bidder's name. This detail must appear on a label attached to each box.

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

6.5.10.11 **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

Initials_____

by the bidder after the National Treasury has issued a request to bidders to collect the samples, the samples will be disposed of at the discretion of the National Treasury.

6.6 PHASE 4: PRICE AND SPECIFIC GOALS

6.6.1 Pricing Schedule and Structure Requirements

6.6.1.1 Prices quoted must be furnished based on “delivered to State facility”, country-wide, inclusive of VAT.

6.6.1.2 The pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof. Bidders are required to complete a mandatory Pricing Schedule as a response to how much the items offered will be charged.

6.6.1.3 Due diligence on market-related pricing reasonability may be conducted. The State reserves the right to disqualify bid offers that are under-quoted and or are above market value. In this case, the bidder may be required to submit supporting documentation to the State to prove that the pricing is not under-quoted or above market value.

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

6.6.1.5 Prices submitted in this bid must be filled in on the field provided on the pricing schedule supplied with the bid. Price structures that do not comply with this requirement may invalidate the bid.

6.6.1.6 The Pricing Schedule (Annexure A) must be submitted in Excel version only.

6.6.1.7 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.

6.6.2 Preferential Point System

6.6.2.1 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)

Initials_____

b) Historically disadvantaged individuals as well as specific goals (maximum 10 points)

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

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

Where,

Ps = Points scored for the comparative price a of bid under consideration

Pt = Comparative price of a bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

Table 4: Preference Point system

SPECIFIC GOALS	POINTS ALLOCATED OUT OF 10
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, 1993 (Act No 200 of 1993) (the interim Constitution) but, due to the apartheid policy that had been in place would not have had a franchise in the national elections and/or	10
POINTS	10

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

b) **SBD 6.1:** Bidders are required to complete the SBD 6.1 and 6.1(a) forms to claim preference points. Only a bidder who has completed and signed the declaration part of the SBD 6.1 and 6.1(a) preference points claim forms will be considered for preference points.

c) The bidder's Central Supplier Database (CSD) report, CIPC registration documents, and Identity Documents (ID) copies submitted will serve as proof of ownership and directorship of the company.

Initials_____

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

e) The State may, before a bid is adjudicated or at any time, require a bidder to submit any relevant additional supporting documents to substantiate claims it has made about preference.

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

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

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

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

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

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

Where:

PSSG= Points scored for a specific goal

MPA= Maximum points allocated for a specific goal

PEO = Percentage of equity ownership by an HDI

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

a) The specific goals contemplated in the paragraph above and are related to equity ownership must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the

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enterprise, commensurate with their degree of ownership at the closing date of the tender.

b) If the percentage of ownership contemplated in the paragraph above changes after the closing date of the tender, the tenderer must notify the Office and such tenderer will not be eligible for any preference points.

c) Equity in private companies must be based on the percentage of equity ownership.

d) Preference points may not be awarded to public companies and tertiary institutions.

e) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.

f) Documentation to substantiate the validity of the credentials of the trustees contemplated in the paragraph above must be submitted to the Office.

g) A consortium or Joint Venture may claim points for specific goals, based on the percentage of the contract value managed or executed by individuals who are actively involved in the management or exercise control of the respective parties of the consortium or Joint Venture.

h) A tenderer who does not submit proof of ownership may not be disqualified from the bidding process but will be allocated zero points for the relevant specific goals for ownership.

6.6.2.6 **Applicable Taxes**

a) All bid prices must be inclusive of all applicable taxes.

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

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

6.6.3 **Cost Breakdown**

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

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

6.6.3.3 Example:

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%
The total % of the item	**100%**

6.6.4 **Responsive Bids**

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

7. PART 2: ADDITIONAL BID REQUIREMENTS

7.1 TERMS AND CONDITIONS OF BID

7.1.1 **Counter Conditions**

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

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

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

7.1.2 **Fronting**

7.1.2.1 The National Treasury supports the spirit of broad-based black economic

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empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves by the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the National Treasury does not support any form of fronting.

7.1.2.2 The National Treasury, in ensuring that bidders lawfully conduct themselves will, as part of the bid evaluation processes, conduct, or initiate the necessary inquiries/investigations to determine the accuracy of the representation made in this bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry, and Competition, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist.

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

7.2 SUBMISSION OF BIDS

7.2.1 ONLINE BID SUBMISSION

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

7.2.1.2 Manual or hardcopy bids are not acceptable.

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

7.2.1.4 The guide for online bid submission is attached as **Annexure B**.

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

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

7.2.1.7 The Pricing Schedule (**Annexure A**) should be in an XLSX excel sheet format and not any other format.

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

7.3 LATE BIDS

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

7.4 COMMUNICATION AND CONFIDENTIALITY

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

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

7.4.3 Whilst all due care has been taken in connection with the preparation of this bid, the National Treasury makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current, or complete. The National Treasury, and its officers, employees, and advisors will not be liable concerning any information communicated which is not accurate, current, or complete.

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

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

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

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

7.4.8 All persons (including all bidders) obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the

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contents of the bid and other such information confidential and not disclose or use the information except as required for developing a response to this bid.

7.5 **CONTACT DETAILS**

7.5.1 **General: -** National Treasury, Office of the Chief Procurement Officer, Chief Directorate: Transversal Contracting, Private Bag x115, Pretoria, 0001. Physical address: 40 Church Square, Old Reserve Bank Building, Pretoria, 0002.

7.5.2 **Bid Enquiries: -** All inquiries should be in writing to Demand.Acquisition3@treasury.gov.za. The closing date for receipt of all inquiries is 10 December 2025. All inquiries beyond the closing date will not be considered.

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8. PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS

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

8.2 On approval of the recommendation/s and appointment/s, the successful bidder(s) will sign an appointment letter, and the unsuccessful bidder(s) will be informed accordingly. The following paragraphs will be applicable when the BEC makes the recommendation to the BAC.

8.3 Tax Compliance Requirements

8.3.1 It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.

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

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

8.3.4 Where Consortia / Joint Ventures / Sub-Contractors are involved, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or SARS.

8.4 Multiple Award

7.3.1 The State reserves the right to award the same item to more than one (1) bidder to address item availability and compatibility. Benchmarking will be applied to ensure that pricing is affordable, market-related, and aligned to end-user requirements. The maximum number of bidders per item to be awarded will be at the discretion of BEC.

8.5 Negotiations

8.5.1 The State reserves the right to negotiate with the shortlisted bidders before or after the award. The terms and conditions for negotiations will be communicated to the shortlisted bidders before the invitation to negotiations. This phase is meant to ensure

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value for money is achieved through the measure of quality that will assess the monetary cost of the items or services against the quality and or benefits of that item or services.

8.6 **Due Diligence**

8.6.1 The State may conduct due diligence before the final award or at any time during the transversal contract period and this may include pre-announced/ non-announced site visits. During the due diligence process, the information submitted by the bidder is verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.

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

8.7 **Right of Award**

8.7.1 The State reserves its following rights -

8.7.1.1 To award the bid in part or in full,

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

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

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

8.7.1.5 Not to accept any of the bids submitted,

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

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

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SECTION C: CONDITIONS OF CONTRACT

9. CONCLUSION OF CONTRACT

9.1 The Contract between National Treasury and the preferred bidder/s (Service Provider) collectively referred to as the Parties shall come into effect after the service provider has been issued with an unconditional letter of acceptance to their bid.

9.2 The Service Provider (s) shall be appointed in terms of this bid. The following will form part of the contract documents between the Parties as far as this RT284-2026 is concerned:

9.2.1 Bid Documents

9.2.2 Letter of Appointment

9.2.3 Award Documents

9.2.4 Transversal Contracting Agreement (TCA)

9.3 If there is any contradiction between the abovementioned documents, the special conditions of the contract shall take precedence. For Section B, the term “service provider “shall refer to the preferred bidder appointed in terms of the RT284-2026 transversal contract.

10. PARTICIPATING STATE INSTITUTIONS

10.1 This transversal contract RT284-2026 is intended to be utilized by various organs of the State as listed below:

Table 6: Participating Government Institutions

#	DEPARTMENT NAME
1.	Department of Health: Eastern Cape
2.	Department of Health: Free State
3.	Department of Health: Limpopo
4.	Department of Defence
5.	Nelson Mandela Children's Hospital

11. POST-AWARD PARTICIPATION

11.1 PFMA public institutions listed in Schedules 1, 2, 3A, 3B, 3C, 3D and Local Government may send an application to the National Treasury post-award to request participation in the transversal contract.

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

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

12. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

12.1 Contract Administration

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

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

12.2 Supplier Performance Management

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

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

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

12.2.4 Successful suppliers will have their performance scored. The 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

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terminated before the end of the transversal contract period.

13. CONTRACT PRICE ADJUSTMENT

13.1 **Formula**

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

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

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

Table 7: Contract Price Adjustment Formula

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

Pa	=	The new adjusted price to be calculated
V	=	Fixed portion of the bid price (15% or 0.15)
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85)
D1 – Dn	=	Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%)
R1t – Rnt	=	End Index. Index figure obtained from the index at the end of each adjustment period.
R1o–Rno	=	Base Index. Index figure at the time of bidding.
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment

13.2 **Formula component definitions**

13.2.1 **Adjustable amount**

13.2.1.1 The adjustable amount is the portion of the bid price which is subject to adjustment. In this bid, the adjustable amount is 85% of the original bid price. For example, if the bid

price is R1000, then only R850 will be subject to adjustment.

13.2.2 **Fixed portion**

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

13.2.3 **Cost components and proportions**

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

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

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

Table 8: Contract Price Adjustment Cost Components

Cost Component	% Contribution
D1 – Imported Raw Material / Finished product (if applicable)	
D2 - Local Raw Material / Finished product (if applicable)	
D3 – Labour	
D4 – Transport	
D5 – Overheads	

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Cost Component	% Contribution
D6 – Other	
TOTAL (Cost components must add up to 100%)	**100**

13.2.4 **Applicable indices/references**

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

Table 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.[2]	Documentary evidence to accompany the claim and ROE
D2 - Local Raw Material / Finished product (if applicable)	Stats SA P0142.1 (PPI): Table 1 - PPI for final manufactured goods	Rubber and plastic products
D3 – Labour	STATS SA P0141 (CPI), Table E; OR Labour Agreement[3]	Table E - All Items (CPI Headline) OR Labour agreement to be provided/ Regulated Pricing Adjustment
D4 – Transport	Stats SA P0141 (CPI) Table E	Transport – Other Running Cost
D5 – Overheads	Specify (STATS SA Index)	STATS SA Table (Specify)
D6 – Other	Specify (STATS SA Index)	STATS SA Table (Specify)

13.2.5 **Base index date**

13.2.5.1 The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid, the base index date is **November 2025.**

[2] *In cases where invoices are supplied as documentary evidence, it is advised that invoices closest to the Base Index date and the End Index date be submitted. It should ideally reflect the adjustment period. The state reserves the right not to accept irrelevant indices*

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

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13.2.6 **End index date.**

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

13.2.7 **Price adjustment periods**

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

13.2.7.2 The state reserves the right to amend the dates should there be changes to the effective date of the contract or there be an extension of the contract.

Table 10: Price Adjustment Period

Adjustment Period	CPA application to reach the office by the following dates	End Index	Dates *from* which adjusted prices will become effective
1st Adjustment	1 July 2026	May 2026	1 August 2026
2nd Adjustment	1 July 2027	May 2027	1 August 2027
3rd Adjustment	1 July 2028	May 2028	1 August 2028
4th Adjustment	1 July 2029	May 2029	1 August 2029

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

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

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

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

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

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indicated in the paragraph above.

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

Table 11: CPA Rate of Exchange

Currency Name	Rates of exchange: 1 May 2025 to 30 October 2025
US Dollar	17.57
Euro	20.51
Pound	23.46

13.2.9 **TCD 14 Historical Exchange Rates**

13.2.9.1 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 May 2025 to 30 October 2025 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.

13.2.9.2 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:
1st Adjustment	December 2025 – May 2026
2nd Adjustment	December 2026 – May 2027
3rd Adjustment	December 2027 – May 2028
4th Adjustment	December 2028 – May 2029

13.2.10 **General**

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

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

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support of any adjustment.

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

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

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

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

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

14. DELIVERY ADHERENCE, ORDERS AND PAYMENTS

14.1 Orders

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

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

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

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

14.2 Delivery Adherence

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

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

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

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

15. CONTINUITY OF SUPPLY

15.1 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:

15.1.1 Industrial action,

15.1.2 Manufacturing Pipeline

15.1.3 Any other supply challenges.

15.2 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:

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

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

15.2.3 In the case of an emergency.

16. PACKAGING AND LABELLING

16.1 **Packaging**

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

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

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

16.1.4 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.

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

16.1.6 Where the contents of the shipper pack represent a standard supply quantity of an item,

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the following must be adhered to:

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

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

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

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

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

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

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

16.2 **Labelling**

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

16.2.2 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 13: 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)

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#	Details
11.	Batch/lot number. Products must have the same batch/lot number on the outer box as on the inner box.

16.3 **Barcodes**

16.3.1 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.

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

17. ASSIGNMENTS AND CESSIONS OF CONTRACTS

17.1 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.

17.2 **Assignments of Contract**

17.2.1 Assignment of contract refers to the transfer of rights and obligations in a contract from an assigned to an assignee. The effect of this is that the service provider appointed through a competitive bidding process transfers the contract in its entirety that is, the obligation (the responsibility of rendering the services) and the right (of receiving payment for service rendered) to a third party that did not participate in the bidding process or a bidder that participated in the bidding process but was not successful.

17.2.2 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.

17.3 **Cession of Contracts**

17.3.1 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).

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17.3.1.1 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.

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

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

18. POST-AWARD PRODUCT COMPLIANCE PROCEDURES

18.1 Suppliers must ensure that the product confirms the technical specification and its relevant quality standards throughout the contract period. Where the 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.

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

19. REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS

19.1 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.

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

19.3 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

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

20. MONITORING

20.1 Monitoring audits may be conducted periodically and randomly by the National

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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:

20.1.1 Compliance with delivery lead times

20.1.2 Percentage of orders supplied in full first time.

20.1.3 Compliance with reporting requirements according to reporting schedule.

20.1.4 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.

20.2 The state may conduct a random audit(s) with or without prior appointment arrangements with the appointed Supplier(s).

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

20.4 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.

20.5 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.

20.6 Reporting and Supplier(s) meetings and schedules will be communicated to successful bidders.

20.7 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

20.8 Detailed reporting requirements from Suppliers will be provided to awarded Suppliers.

21. TERMINATION

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

21.1.1 The Supplier decides to transfer the contract or cede the contract.

21.1.2 The supplier does not honour contractual obligations including the submission of information.

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

21.1.4 The supplier enters settlement arrangements with their creditors.

21.1.5 The supplier commits an act of insolvency.

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

21.1.7 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.

21.1.8 Overall poor performance rating during the contract period.

END

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