SPECIAL CONDITIONS OF CONTRACT

RT14-1-2022

SUPPLY AND DELIVERY OF TOILET PAPER, PAPER TOWELS, FACIAL TISSUES, DISPOSABLE WIPES AND PAPER SERVIETTES TO THE STATE FOR THE PERIOD ENDING 31 MARCH 2026

A NON-COMPULSORY BRIEFING SESSION TO BE HELD ON 22 NOVEMBER 2024 AT 10AM

CLOSING DATE AND TIME OF BID:11 DECEMBER 2024 AT 11H00

BID VALIDITY PERIOD: 180 DAYS

NATIONAL TREASURY

TRANSVERSAL CONTRACTING

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LIST OF ABBREVIATIONS

BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
CIPC	Companies and Intellectual Property Commission
CPA	Contract Price Adjustment
CPI	Consumer Price Index
CSD	Central Supplier Database
EME	Exempt Micro Enterprises
GCC	General Conditions of Contract
HDI	Historically Disadvantaged Individuals
ISO	International Organization for Standardization
NT	National Treasury
OCPO	Office of the Chief Procurement Officer
PPPFA	Preferential Procurement Policy Framework Act
PPR	Preferential Procurement Regulations
RoE	Rate of Exchange
SA	South Africa
SANAS	South African National Accreditation System
SANS	South African National Standards
SARB	South African Reserve Bank
SARS	South African Revenue Service
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TC	Transversal Contracting
TCD	Transversal Contracting Document
TIC	Tender Information Centre
VAT	Value Added Tax
ZAR	Rand

DEFINITIONS

Customer	A participant in the transversal contract who procures goods and/or services from the appointed Supplier(s).
Delivery	The process of transporting goods from a bidder's source location to a predefined destination by the participants.
Due Diligence	The investigation or exercise of care that the State conducts before entering into an agreement with the bidders to validate the bid responses.
Mandatory	A mandatory document in terms of the bid is a document that is required, obligatory, compulsory. Non-submission means no further evaluation of the bidder.

LIST OF ATTACHMENTS AND ANNEXURES

i. Standard Bidding Documents (SBD's)

ii. Transversal Contracting Documents (TCD's)

iii. General Conditions of Contract (GCC)

iv. Annexure A -Technical Specification

v. Annexure B - Pricing Schedule

LIST OF TABLES

Table 1: Returnable Bid Documents

#	Document Name[1]	Included in the published bid document?	To be returned by the bidder?	Bidder may tick Yes if the document is submitted
PHASE 1: ADMINISTRATION REQUIREMENTS EVALUATION				
1.	**SBD 1** Invitation to Bid	Yes	Yes	
2.	Proof of authority must be submitted as per SBD 1 e.g., **Company Resolution** for the capacity under which this bid is signed	No	Yes	
3.	**SBD 4** Bidders Disclosure	Yes	Yes	
4.	**SBD 6.1** Preference Points Claim Form	Yes	Yes	
5.	Full updated **CSD report**	No	Yes	
6.	Written confirmation for disclosing tax status by SARS	No	Yes	
7.	**TCD 13** Authorization Declaration	Yes	Yes	
8.	**TCD 13.1** List of goods or services offered	Yes	Yes	
PHASE 2: MANDATORY REQUIREMENTS EVALUATION				
9.	Annexure B: Pricing Schedule	Yes	Yes	
PHASE 3: TECHNICAL REQUIREMENTS AND SAMPLE EVALUATION				
11.	Annexure A: Technical Specification	Yes	Yes	
12.	TCD 13 Authorization Declaration	Yes	Yes	
13.	TCD 13.1 List of goods or services offered	Yes	Yes	
14.	Letter of undertaking (as per TCD 13.2 template)	Yes	Yes	
15.	Test Reports (where applicable)	Yes	Yes	
16.	Quality assurance certificate ISO 9001	No	Yes	
PHASE 4: PRICE AND SPECIFIC GOALS EVALUATION				
17.	Annexure B: Pricing Schedule	Yes	Yes	
18.	SBD 6.1 Preference Points Claim Form	Yes	Yes	
OTHER DOCUMENTS REQUIRED				
19.	Company Profile	No	Yes	

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

#	Document Name[1]	Included in the published bid document?	To be returned by the bidder?	Bidder may tick Yes if the document is submitted
20.	CIPC Company Registration Documents	No	Yes	
21.	Special Conditions of Contract	Yes	Yes	
22.	General Condition of Contract	Yes	Yes	
23.	TCD 14 – Historical Exchange Rate	Yes	No	

SECTION A: INTRODUCTION

1. DESCRIPTION AND FORMAT OF THE BID

1.1 This bid is for the supply and delivery of toilet paper, paper towels, facial tissues, disposal wipes and paper serviettes to the State for the period ending 31 March 2026. The bid document is structured as follows:

1.2 This bid document is structured as follows:

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

2. LEGISLATIVE AND REGULATORY FRAMEWORK

2.1 This bid and all contracts emanating there from will be subject to General Conditions of Contract issued in accordance with 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 General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

3. OBJECTIVE OF THE BID

3.1 To arrange the RT14-1-2022 transversal contract for the supply and delivery of toilet paper, paper towels, facial tissues, disposal wipes and paper serviettes to the State for the period ending 31 March 2026.

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).

3.3 To apply the 90/10 preference, point system as per Preferential Procurement Regulations (PPR) 2022 and in terms of section 2(1) (f) of the PPPFA Act, to consider bids offering goods services with more local content and/or local value added.

4. DURATION OF TRANSVERSAL CONTRACT

The transversal contract shall be for the period ending 31 March 2026.

5. NON-COMPULSORY BRIEFING SESSION

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

Venue : Microsoft Teams. The link to register and attend the briefing session is attached below:

Please click on this link: **RT14-1-2022 Briefing Session** Join the meeting now

Date : 22 November 2024

Time : 10H00 to 11H30

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

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

6. TERMS OF REFERENCE

6.1 TECHNICAL SPECIFICATIONS

6.1.1 Bidders must supply and deliver the following items to the State nationally (country-wide) for the period ending 31 March 2026 as per the attached Annexure A - Technical Specifications. Bidders must ensure that they have the capacity and capability to deliver country-wide, as the tender is based on a National Level. The bid consists of 15-line items and the summary details is provided below Table 2.

6.1.2 The items are categorised as follows:

Table 2: Items Categories

#	Category Name	Number of Items
1.	Dispenser	4
2.	Paper Towel (2 new items)	3
3.	Toilet Paper (2 new items)	6
4.	Stand	1
5.	Tissue	1
Total number of items		15

SECTION B: CONDITIONS OF BID

7. PART 1: EVALUATION CRITERIA

7.1 The details of the evaluation phases are outlined below:

Table 3: Evaluation Criteria

Phase 1	PHASE 2	PHASE 3	PHASE 4
Administrative Evaluation	Mandatory Evaluation	Technical Specification Compliance Evaluation	Price and Specific Goals
Compliance with legislative and other bid requirements	Compliance with mandatory requirements	Compliance with the Technical specifications, sample evaluation and test reports	Bids evaluated in terms of the 90/10 preference points system

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

7.2 PHASE 1: ADMINISTRATIVE REQUIREMENTS EVALUATION

7.2.1 Bidders are required to submit the legislative documents to comply to the policy to guide uniformity in procurement reform processes in Government as per section 2 of Practice Note No SCM 1 of 2003 regarding bid documentation for supply chain management. It is also a requirement for bidders to submit the other documents as detailed below.

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

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

7.2.1.3 **SBD 4** – Bidders Disclosure

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

7.2.1.5 **Central Supplier Database** – A full Central Supplier Database report and not summarized must be submitted preferably the document must be downloaded at the last week prior to closing date and time of bid.

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

7.3 PHASE 2: MANDATORY EVALUATION

7.3.1 During this phase bidders' response will be evaluated based on the mandatory requirement. These are the documents to be submitted for evaluation. Bidders' must submit all required documents indicated with the bid document at the closing date and time of the bid. Bidders who fail to comply with all the mandatory criteria will be disqualified.

7.3.2 Pricing Schedule

7.3.2.1 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.

7.3.2.2 Bidders are required to submit responsive bids by completing all pricing and item information on the provided pricing schedule for the individual items and all required forms.

7.3.2.3 All items within each group series must be of the same brand or fully compatible with one another.

7.3.2.4 Bid prices must be inclusive of all costs, and VAT.

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

7.3.2.6 Price must be submitted in excel format and signed pdf format at the closing date and time of the bid.

7.4 PHASE 3: TECHNICAL SPECIFICATION COMPLIANCE EVALUATION

7.4.1 During this phase bidders' response will be evaluated based on technical requirements. Non-compliance to all the evaluation requirements below will result in disqualification of line-item being evaluated.

7.4.2 Standards/Specifications

7.4.2.1 Items must comply with 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 to the technical specification requirement will invalidate the items which the compliance is not adhered to.

7.4.2.2 The State may consider products that have a reasonable deviation to the technical specification. This is subject to the deviation providing a better output and provided that the deviation not causing any clinical 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.

7.4.3

7.4.4 During this phase, the bidder's response will be evaluated based on the technical requirements for each item offered. Non-compliance with all the evaluation requirements below will result in the disqualification of the relevant line item being evaluated. The technical specification is in two parts, Part A and Part B. Only items which complied with Part A of the evaluation requirements will be evaluated further on Part B of the technical evaluation.

7.4.5 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.

PART A

7.4.6 TCD 13.2 Authorization Letter /Letter of undertaking

7.4.6.1 Bidder who is sourcing goods or services from a third party is required to submit an authorisation letter in a third-party letterhead outlining all relevant goods or services. The authorisation letter must include but not limited to the following:

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

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

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

d) Have contact person’s name, physical and postal address, telephone, and email details, and

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

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

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

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

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

PART B:

7.4.7 **Test Reports from SANAS Accredited Institutions**

7.4.7.1 Where the item technical specification indicates a standard, bidders are required to submit a test report issued by a SANAS accredited institutions to proof compliance with the relevant standard indicated on the item technical specification. The test reports must not be older than eighteen (18) months at the closing date of the bid. Failure to submit a compliant test report will results to disqualification for the relevant item.

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

7.4.7.3 In the event that a test report cannot be obtained from the testing institution prior to the closing date and time of the bid, bidders must submit proof issued by the SANAS accredited institution that the sample had been submitted for testing.

7.4.7.4 Where a bidder has submitted a letter from a SANAS accredited institution, bidders are required to submit the test report as soon as it is issued by the relevant institution. It is the responsibility of the bidder to ensure that the test reports are submitted to National Treasury as soon as the test report is issued.

7.4.7.5 In an event where a bidder has submitted a letter from a SANAS accredited institution confirming that samples have submitted for testing; by submitting this bid, bidders are giving a consent to National Treasury to engage with a SANAS accredited institution to verify that bidders have submitted the samples for testing and National Treasury may request such test reports directly from a SANAS accredited institution.

7.4.7.6 Bids not supported by test reports will be disregarded in respect of the item (s) for which test reports are not submitted during evaluation including bidders who failed to submit the test report immediately after it has been issued by the testing institution.

7.4.7.7 For more information to obtain the relevant standards, bidders must enquire at South African Bureau of Standards (SABS) office's 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 eStandards, please contact SABS Standards Sales as follows:

7.4.7.8 Physical Address: 1 Dr Lategan Road, Groenkloof, Pretoria, Contact person: Ms Wilheminah Moshobane, Tel: 012 428 6057/6694, E-mail: wilheminah.moshobanei@sabs.co.za, Website: www.sabs.co.za and follow the "Search/Buy Standards" link.

PART C:

7.4.8 Samples submission for Visual Screening Evaluation

7.4.8.1 National Treasury will send a schedule indicating a date, time, place, and venue to short listed bidders to submit samples for the evaluation. Bidders' attention is drawn to the fact that a schedule for sample submission may be forwarded to bidders at a short notice of at least two weeks prior to the date of sample submission. The request to submit samples may be immediately after the closing date and therefore bidders are required to be ready to submit the samples from the closing date of the bid.

7.4.8.2 It is a 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.

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

7.4.8.4 All samples submitted must be a true representation of the product which will be supplied during the contract period. Must be in the original pack and comply to labelling requirements.

7.4.8.5 The trade name or trademark of the manufacturer should be the same as indicated on the bid documents.

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

7.4.8.7 The quantity of samples required for each item is indicated on the **Annexure A** Technical Specification.

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

The following requirements for the marking and submission of samples are applicable to samples that are submitted for visual screening as well as for samples submitted to testing institutions.

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

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

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

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

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

7.4.8.9 **Collection of all samples –**

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

7.4.9 **South African Bureau of Standards (SABS):**

7.4.9.1 SANS, SABS, ISO AND CKS specifications are available from South African Bureau of Standards Office's countrywide. Obtaining of such standards will be the responsibility of and for the account of the prospective bidder. To purchase standards, obtain quotes or enquire about the availability of eStandards, please contact Standards Sales at:

7.4.9.2 Email: Postal Address: Private Bag X191, Pretoria, 0001; Physical Address: 1 Dr Lategan Road, Groenkloof, Pretoria. Contact person: Ms Corna Schoonbee Tel: 012 428 6153 / Wilheminah MoshobaneTel: 012 428 6540 E-mail: corna.schoonbee@sabs.co.za /wilhelminah.moshobane@sabs.co.za Website: www.sabs.co.za and follow the "Search/Buy Standards" link

7.5 PHASE 4: PRICE AND SPECIFIC GOALS EVALUATION

7.5.1 **Pricing Schedule and structure requirements**

7.5.1.1 Prices quoted must be furnished on the basis of "delivered to State facility" country-wide inclusive of VAT.

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

7.5.1.3 Due diligence on market related pricing reasonability may be conducted. The State reserve the right to disqualify bid offers in which are under quoted and or are above market value. In this case, the bidder may be required to submit supporting documentations to the State to proof that the pricing is not under quoted or above market value.

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

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

7.5.2 **Footprint**

7.5.2.1 It is a requirement of this bid that the bidder provide valid proof of their footprint in each province they are bidding for at the closing date and time of the bid.

7.5.2.2 Proof of footprint may include utility bill or lease agreement or partnership agreement or property managing agent statement.

7.5.2.3 Bidders must indicate on Pricing schedule the Province which they have capacity to distribute to as per the footprint submitted.

7.5.2.4 Bidders will be disqualified for the items where the footprint for each province is not submitted.

7.5.3 **Preference Point System**

7.5.3.1 The pricing evaluation will be in terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10 preference point system.

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

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

Where,

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

7.5.4 **Applicable Taxes**

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

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

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

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

7.5.5 **Points Scored for Specific Goals**

7.5.5.1 The following formular will be used to calculate the points for specific goals:

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

Where,

PSSG = Points scored for specific goals

MPA = Maximum points allocated for a specific goal

POE = Percentage of equity ownership by an HDI

7.5.6 **Proof of equity ownership 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 must submit proof of its ownership. A tenderer who does not submit proof of ownership may not be disqualified from the bidding process, but they score points out of ninety (90) for price and zero (0) points out of ten (4) for HDI goals.

7.5.7 **Responsive Bids**

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

7.5.8 **Specific Goals**

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

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

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

Table 4: Preference Point System

SPECIFIC GOALS	POINTS ALLOCATED OUT OF 10	FORMULA TO CALCULATE THE POINTS OUT OF 10

Historically Disadvantaged Individuals by Race	5	$$\text{PSSG} = \text{MPA x } \frac{\text{PEO}}{100}$$ Where: PSSG = Points scored for a specific goal MPA = Maximum points allocated for a specific goal PEO = Percentage of equity by an HDI
Historically Disadvantaged who is Female	5	
POINTS	**10**	

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

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

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

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

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

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

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

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

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

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

7.5.9 **Cost Breakdown**

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

7.5.9.2 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 Rand value. The Rand value of the cost drivers should be expressed as a percentage of the total cost.

Example:

Table 5: Example of Cost Breakdown

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

8. PART 2: ADDITIONAL BID REQUIREMENTS

8.1 COMPANY REGISTRATION AND ORGANOGRAM

8.1.1 Shareholding portfolio by proof of registration of the company with Companies Intellectual Property Commission (or use abbreviation if already abbreviated above – delete statement). An additional document detailing the shareholding of the bidder in an organogram format in support of the proof of company registration must be submitted.

8.1.2 If by law registration with CIPC is not required, proof of ownership/shareholding must be provided

8.2 COMPANY PROFILE

8.2.1.1 Bidders are requested to submit company profile which includes, but is not limited, to the following: -

8.2.1.2 Business structure and strategies; and

8.2.1.3 Details of the bidder's directors/owners (Full name and surname and ID or passport number)

8.2.1.4 Years of company existence and experience relevant to this bid.

8.3 TERMS AND CONDITIONS

8.3.1 Counter Conditions

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

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

8.3.1.3 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.

8.3.2 Fronting

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

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

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

8.4 THIRD PARTY AGREEMENTS AND SUB-CONTRACTOR AGREEMENTS

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

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

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

8.5 SUBMISSION OF BIDS

8.6 ONLINE BID SUBMISSION

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

8.6.1.2 Manual or hardcopy bids are not acceptable.

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

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

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

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

8.6.1.7 The Pricing Schedule (Annexure 2) should be in an XLSX excel sheet format and not any other format.

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

8.6.1.9 Submit all bid queries via email to Demand.Acquisition2@treasury.gov.za.

8.7 LATE BIDS

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

8.8 COMMUNICATION AND CONFIDENTIALITY

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

8.8.2 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.

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

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

8.8.5 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.

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

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

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

8.9 CONTACT DETAILS

8.9.1 **General:-** National Treasury, Office of the Chief Procurement Officer, Chief Directorate: Transversal Contracting, Private Bag x115, Pretoria, 0001. Physical address: 240 Madiba Street, corner Thabo Sehume and Madiba Streets, Pretoria.

8.9.2 **Bid Enquiries**:- All enquiries should be in writing to demand.acquisition2@treasury.gov.za The closing date for receipt of all enquiries is **6 December 2024**. All enquiries beyond the closing date will not be considered.

9. PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS

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

9.1.2 On approval of the recommendation/s and appointment/s, the successful bidder(s) will sign an appointment letter together with the Transversal Contract Agreement for the supply and delivery of toilet paper, paper towels, facial tissues, disposal wipes and paper serviettes to the State for the period ending 31 March 2026 and unsuccessful bidder(s) will be informed accordingly.

9.2 TAX COMPLIANCE REQUIREMENTS

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

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

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

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

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

9.3 NEGOTIATIONS

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

9.4 **DUE DILIGENCE**

9.4.1 The State reserves the right to:

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

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

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

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

9.5 **MULTIPLE AWARD**

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

9.6 **Right of Award**

9.6.1 The State reserves its following rights -

9.6.1.1 To award the bid in part or in full,

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

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

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

9.6.1.5 Not to accept any of the bids submitted,

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

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

SECTION C: CONDITIONS OF CONTRACT

10. CONCLUSION OF TRANSVERSAL CONTRACT AGREEMENTAND PARTICIPATION AGREEMENT

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

10.2 The preferred bidder(s) shall be appointed in terms of this bid. The Parties must ensure that the terms and conditions of the PA do not contradict the provisions of this bid document. If the terms of the PA contradict the provisions of this bid document to the extent that the duration, pricing as well as the good and/or services have changed in terms of this transversal contract, such PA shall be deemed not to be in terms of this RT14-1-2022 transversal contract. Therefore, any transaction that flows therefrom shall not be considered a transaction in terms of the RT14-1-2022 transversal contract.

10.3 The following will form part of the Transversal Contract Agreement documents between the Parties in as far as RT14-1-2022 is concerned:

10.3.1 Bid Documents,

10.3.2 Award Letters,

10.3.3 Contract Circular and its annexures,

10.3.4 Transversal Contract Agreement.

11. PARTICIPATING STATE INSTITUTIONS

NATIONAL DEPARTMENTS
Department of Women, Youth and Persons with Disabilities
Department of Cooperative Governance
National Department of Health
Department of Higher Education and Training
Department of Home Affairs
Department of Defence
National Department of Health
PROVINCIAL DEPARTMENTS
Eastern Cape Department of Health

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

Gauteng Department of Health
Limpopo Department of Health
North-West Department of Education
Western Cape Department of Transport and Public Works
OTHER ORGANS OF STATE
City of Tshwane
City of Johannesburg Property
Gateway Airports and Authority Limited SOC
International Frontier Technologies SOC Ltd t/a Interfront

12. POST AWARD PARTICIPATION

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

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

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

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

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

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

13. DELIVERY, QUANTITIES, ORDERS AND RISK

13.1 Delivery Basis

13.1.1 Lead times for delivery of all items on transversal contract shall not exceed the specified time period in the bid.

13.2 **Quantities**

13.2.1 No quantities are reflected in this bid as orders will be placed based on an 'as and when required" and no guarantee is given or implied as to the actual quantity/quantities which will be procured during the transversal contract period.

13.3 **Orders**

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

13.3.2 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).

13.3.3 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.

13.3.4 The State is under no obligation to accept any quantity(ies) which is more than the ordered quantity(ies).

13.4 **Delivery Adherence**

13.4.1 Delivery of items must be made in accordance with the instructions appearing on the official purchase order forms issued by purchasing State institutions.

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

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

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

13.4.5 Supplier are required to deliver the goods at the required stores, off-load the goods from the trucks at the designated area as indicated on the official order form.

14. PACKAGING AND LABELLING

14.1 **Packaging**

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

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

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

14.1.4 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.

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

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

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

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

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

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

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

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

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

15. PRODUCT ADHERENCE / BRAND CHANGE

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

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

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

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

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

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

15.7 The National Treasury reserves the right not to approve any brand change applications.

16. TRANSVERSAL CONTRACT PRICE ADJUSTMENT

16.1 **Formula**

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

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

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

16.5 The indicative calculator that will be used for transversal contract price adjustment is shown on Table 7:

Table 6: Indicative Transversal Contract Price Adjustment Calculator

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

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

16.6 **Formula component definitions**

16.6.1 **Adjustable amount**

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

16.6.2 **Fixed portion**

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

16.6.3 **Cost components and proportions**

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

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

Table 7: Transversal Contract Price Adjustment Cost Components

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

16.7 **Applicable indices / references**

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

Table 8: Contract Price Adjustment Indicative Indices

Cost component	Index Publication	Index Reference
D1 – Imported Finished product (if applicable);	Reserve bank ROE publication/ Supplier / Manufacturer invoice(s) and remittance advice.[3]	Documentary evidence to accompany claim and ROE.
D2 - Local Finished product (if applicable):	Table 1 (STATS SA Index)	Paper & Paper Products or Documentary Evidence to accompany claim.
D3 – Labour	STATS SA P0141 (CPI), Table E; OR Labour agreement[4]	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)

16.8 **Base Index Date**

16.8.1 The base index date applicable to the calculator is defined as the date at which the price adjustment starts. In this bid the base index date is **November 2024**.

16.9 **End Index Date**

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

16.10 **Price Adjustment Periods**

16.10.1 Price adjustments shall be applied yearly on a transversal contract anniversary from the closing date of the bid.

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

Table 9: 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	01 February 2024	March 2024	01 April 2024
2nd Adjustment	01 February 2025	March 2025	01 April 2025

16.11 **Rates of Exchange (RoE) – Base and average rates**

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

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

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

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

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

Table 10: Contract Price Adjustment Rate of Exchange

Currency Name	Spot Rates of exchange on 20 October 2022
US Dollar	18,32
Pound Sterling	20,73
Yen	8,15
Euro	18,00
Yaun	0,39

16.11.5 Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period **24th October 2022** using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates. Please refer to TCBD 2 (Procedure to download historical exchange rates from the Reserve Bank website) for instructions.

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

Table 11: Contract Price Rate of Exchange Adjustments

Adjustment	Average exchange rates for the period:
1st Adjustment	**1 October 2023 to 30 September 2024**
2nd Adjustment	**1 October 2024 to 30 September 2025**

16.12 **General**

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

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

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

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

16.12.5 Bidders are referred to the paragraph regarding counter conditions.

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

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

17. MINIMUM ORDER QUANTITY

17.1 Bidders are required to indicate the minimum order quantity that is allowable per order. In the event that the end user department requires less than the stipulated minimum order quantity, acceptable resolution should be found between all parties including National Treasury.

18. QUALITY ASSURANCE

18.1 Bidders must submit at the closing date and time of bid, valid quality assurance certificates ISO 9001 to confirm compliance. The holder of the certificates must be the original manufacturer of the finished product. Failure to submit these documents will invalidate your bid.

18.2 Where specific technical specifications and/ or standards, e.g., SABS, SANS, EU, ADA, CKS, BP, BPC, USP, USNE, EP, ISO, or DIN, are applicable on 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.

19. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

19.1 **Contract Administration**

19.1.1 The administration and facilitation of the transversal contract is the responsibility of National Treasury and all correspondence in this regard must be directed to TCcontracts2@treasury.gov.za

19.1.2 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.

19.2 **Contract Performance Management**

19.2.1 Contract performance management will be the responsibility of Participants and where Supplier performance disputes cannot be resolved between the Supplier and the Participant, National Treasury: Transversal Contracting must be informed for corrective action.

19.2.2 The reporting template for Participants to effect contract performance management will be provided post award.

19.3 **Post Award Reporting**

19.3.1 Suppliers will be expected to report on the implementation of the transversal contract on a quarterly basis.

19.3.2 A reporting template will be provided post-award of the transversal contract.

19.3.2.1 National Treasury may conduct implementation meetings with either the Participants and/or Suppliers to discuss any transversal contracting implementation matters.

19.3.2.2 All supplier performance reports must be submitted to: TCcontracts2@treasury.gov.za.

20. TERMINATION

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

20.1.1 The service provider decides to transfer the contract or cede the contract;

20.1.2 The service provider does not honour contractual obligations including submission of information;

20.1.2.1 The service provider is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this Contract;

20.1.3 The service provider enters settlement arrangements with their creditors;

20.1.4 The service provider commits an act of insolvency;

20.1.4.1 In the event that the service provider is a member of an unincorporated joint venture or consortium and the membership of such joint venture or Consortium changes.

20.1.4.2 The State reserves its right to terminate the Contract in the event that there is a change in ownership of the service provider that has the effect that over 50% ownership of the service provider belongs to the new owner without prior written approval of the State.

20.1.4.3 Either Party may terminate this Contract for breach in the event that the other party fails to comply with any of its obligations in terms of this Contract and have failed to remedy such breach within fourteen (14) calendar day's written notice to remedy such non-compliance.

20.1.4.4 Notwithstanding the provisions above, either Party may terminate this Contract by giving the other Party 30 (thirty) days' written notice to that effect.

END