



SPECIAL CONDITIONS OF THE CONTRACT

RT14-2026

SUPPLY AND DELIVERY OF TOILET PAPER, PAPER TOWELS, FACIAL TISSUES, CLOTH CLEANING, DISPENSER, CONSUMABLE, AND PAPER SERVIETTES TO THE STATE FOR THE PERIOD 01 APRIL 2026 TO 31 MARCH 2029

NON-COMPULSORY BRIEFING SESSION TO BE HELD VIRTUALLY ON 02 OCTOBER 2025 AT 10AM ON THE MICROSOFT TEAMS PLATFORM

CLOSING DATE AND TIME OF BID

22 OCTOBER 2025 AT 11H00

BID VALIDITY PERIOD: 180 DAYS



Table of Contents

LIST OF ATTACHMENTS AND ANNEXURES.....	3
LIST OF TABLES.....	3
LIST OF ABBREVIATIONS.....	4
LIST OF DEFINITIONS.....	5
BID DOCUMENT CHECKLIST AND RETURNABLE.....	7
SECTION A: INTRODUCTION AND TERMS OF REFERENCE	9
1. DESCRIPTION AND FORMAT OF THE BID	9
2. LEGISLATIVE AND REGULATORY FRAMEWORK	9
3. OBJECTIVE OF THE BID	10
4. BRIEFING SESSION	10
5. TERMS OF REFERENCE.....	11
6. PART 1: EVALUATION CRITERIA	12
7. PART 2: ADDITIONAL BID REQUIREMENTS	25
8. PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS.....	28
9. DELIVERY BASIS	29
10. QUANTITIES	29
11. MINIMUM ORDER QUANTITY.....	30
SECTION C: CONDITIONS OF CONTRACT	31
12. CONCLUSION OF CONTRACT	31
13. PARTICIPATING STATE INSTITUTIONS.....	31
14. POST-AWARD PARTICIPATION	31
15. QUALITY.....	32
16. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES.....	32
17. CONTRACT PRICE ADJUSTMENT	32
18. DELIVERY ADHERENCE, ORDERS AND PAYMENTS	37
19. CONTINUITY OF SUPPLY	37
20. PACKAGING AND LABELLING.....	38
21. ASSIGNMENTS AND CESSIONS OF CONTRACTS AND CHANGES IN CONTACT DETAILS.....	39
22. POST-AWARD PRODUCT COMPLIANCE PROCEDURES	40
23. REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS.....	40
24. MONITORING.....	41
25. TERMINATION	41



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: Bid Document Checklist and Returnable.....	7
Table 2: Summary of Technical Specifications Categories.....	11
Table 3: Evaluation Criteria.....	12
Table 4: Example of Cost Breakdown.....	23
Table 5: Participating Government Institutions.....	31
Table 6: Contract Price Adjustment Formula.....	33
Table 7: Contract Price Adjustment Cost Components.....	34
Table 8: Applicable Indices/References.....	34
Table 9: Price Adjustment Period.....	35
Table 10: CPA Rate of Exchange.....	36
Table 11: Rate of Exchange Average Periods.....	36
Table 12: Labelling details.....	39



LIST OF ABBREVIATIONS

Abbreviation	Meaning
BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
CPA	Contract Price Adjustment
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
SCM	Supply Chain Management
TC	Transversal Contract
TCD	Transversal Contract Document
PFMA	Public Finance Management Act
PPPFA	Preferential Procurement Policy Frame Act
QC	Quality Control
RoE	Rate of Exchange
VAT	Value-Added Tax



LIST OF DEFINITIONS

Name	Definition
Annexures	Are supplementary documents or attachments added to the main document to provide additional information, evidence, or details referenced in the main text.
Customer	A participant on the transversal contract who procures goods and/or services from the appointed Supplier(s).
Central Supplier Database Report	An official document issued through South Africa's National Treasury CSD platform that contains key verified information about a business or individual registered to do business with the government.
Duly completed	Means that a form or document has been properly filled out in full, signed where required, and is ready for official submission or processing.
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	<p>South African citizen:</p> <ul style="list-style-type: none"> i) Who, due to the apartheid policy that had been in place, had no franchise in national elections before the introduction of the constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (the interim Constitution) and/or ii) Who is female; and/or iii) Who has a disability. <p>Provided that a person who obtained South African citizenship on or after the coming to effect of the interim Constitution, is deemed not to be an HDI.</p>
Letter of undertaking	Is a formal commitment written by a supplier or bidder to fulfill specific obligations, terms, or responsibilities required by the buyer or contracting authority under a contract or tender.



Name	Definition
Authorization Letter	Is a formal declaration from a manufacturer or OEM granting a specific company the right to resell, distribute, or represent its products in a tender or procurement process.
Third Party	Any person or company that is not the bidder or the buyer but is involved in supplying goods or services for the tender. This includes distributors, subcontractors, or service providers.
Minor Deviations	A small variation from the tender requirements that does not materially affect the substance, scope, or competitiveness of the bid.



BID DOCUMENT CHECKLIST AND RETURNABLE

Table 1: Bid Document Checklist and Returnable

#	Document Name ¹	Included in the published bid document?	To be returned by the bidder?	Bidder to tick Yes if the document is submitted
PHASE 1: MANDATORY REQUIREMENTS EVALUATION				
1.	Duly Completed Pricing Schedule (Annexure B)	Yes	Yes	
PHASE 2: ADMINISTRATIVE REQUIREMENTS EVALUATION				
2.	SBD 1 Invitation to Bid	Yes	Yes	
3.	Proof of authority must be submitted as per SBD 1	No	Yes	
4.	SBD 4 Bidder's Disclosure	Yes	Yes	
5.	SBD 6.1 – Preference points claim form.	Yes	Yes	
6.	TCD 13 Authorization Declaration	Yes	Yes	
7.	TCD 13.1 List of goods or services offered	Yes	Yes	
8.	Written confirmation for disclosing tax status by SARS	No	Yes	
9.	Central Supplier Database Report	No	Yes	
10.	CIPC Company Registration Documents	No	Yes	
11.	Copy of Identity Documents of the Owners and Directors	No	Yes	
PHASE 3: TECHNICAL COMPLIANCE EVALUATION				
12.	Detailed Technical Specifications (Annexure A)	Yes	Yes	
13.	TCD 13.2 Letter of Undertaking	Yes	Yes	
14.	Quality Assurance Certificate ISO 9001	No	Yes	
15.	Test Reports / Proof of Sample Submission from an Accredited Institution (Where Applicable)	No	Yes	
16.	Sample Submission for Visual Screening Evaluation	No	Yes	
PHASE 4: PRICE & SPECIFIC GOALS EVALUATION				

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 to tick Yes if the document is submitted
17.	Pricing Schedule (Annexure B)	Yes	Yes	
18.	Proof of Business Shareholding/Ownership	No	Yes	
19.	SBD 6.2 Declaration Certificate for Local Production and Content (together with the completed Annexures C,D and E)	Yes	Yes	
OTHER BID DOCUMENT REQUIREMENTS				
20.	Company Profile	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 AND TERMS OF REFERENCE

1. DESCRIPTION AND FORMAT OF THE BID

- 1.1 This bid is for the supply and delivery of toilet paper, paper towels, facial tissues, cloth cleaning, dispenser, consumable, and paper serviettes to the state for a period of thirty-six (36) months.
- 1.2 This bid document is structured as follows:
 - 1.2.1 Section A: Introduction and Terms of Reference
 - 1.2.2 Section B: Conditions of Bid
 - 1.2.2.1 Part 1: Evaluation Criteria
 - 1.2.2.2 Part 2: Additional Bid Requirements
 - 1.2.2.3 Part 3: Recommendation and Appointment of Bidders
 - 1.2.3 Section C: Conditions of Contract

2. LEGISLATIVE AND REGULATORY FRAMEWORK

- 2.1 This bid and all contracts emanating therefrom will be subject to General Conditions of Contract issued per Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 regulations.
- 2.2 The Special Conditions of Contract (SCC) are supplementary to that of the General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 2.3 This bid is subject to all applicable industry-related legislation, particularly the legislation stated below:
 - 2.3.1 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) – ensuring safety and compliance in manufacturing and supply chains.
 - 2.3.2 National Regulator for Compulsory Specifications Act, 2008 (Act No. 5 of 2008) – for quality assurance and regulatory compliance of designated products.
 - 2.3.3 Labour Relations Act, 1995 (Act No. 66 of 1995) and Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997) – ensuring fair labour practices in the production sectors.
 - 2.3.4 Customs and Excise Act, 1964 (Act No. 91 of 1964) – applicable to imported components or raw materials, where allowed.
 - 2.3.5 Occupational Health and Safety Act No 85 of 1993 and Hazardous Substances Act No. 15 of 1973



3. OBJECTIVE OF THE BID

- 3.1 To arrange the RT14-2026 transversal contract for supply and delivery of toilet paper, paper towels, facial tissues, cloth cleaning, dispenser, consumable, and paper serviettes to the state for a period of thirty-six (36) 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).
- 3.3 For the promotion of historically disadvantaged individuals who, due to the apartheid policy that had been in place had no franchise in national elections before the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA, 1993 (Act 200 of 1993), (“the Interim Constitution”).
- 3.4 For the promotion of local Content and Production in terms of the Reconstruction Development Programme (RDP) goals.
- 3.5 As per section 2(1) (f) of the PPPFA Act, give preference to bids offering goods with local content and/or local value added according to the objective criteria set.

4. BRIEFING SESSION

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

Venue: Microsoft Teams. The link to 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:

RT14-2026 Briefing Session: [RT14-2026 BRIEFING SESSION LINK](#)

Date: 02 October 2025

Time: 10h00 to 11h30

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



5. TERMS OF REFERENCE

5.1 INTRODUCTION

5.1.1 The RT14-2026 bid is for the supply and delivery of toilet paper, paper towels, facial tissues, cloth cleaning, dispenser, consumable, and paper serviettes to the state for a period of thirty-six (36) months.

5.2 TECHNICAL SPECIFICATIONS REQUIREMENTS

5.2.1 The detailed technical specification requirements are as per **Annexure A** for the bid for supply and delivery of toilet paper, paper towels, facial tissues, cloth cleaning, dispenser, consumable, and paper serviettes to the state for a period of thirty-six (36) months. 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 7 categories and forty-one (41) items, and the summary details is provided below Table 2.

5.2.2 The summary details is as follows:

Table 2: Summary of Technical Specifications Categories

#	CATEGORY	CATEGORY DESCRIPTION	ITEMS IN THE CATEGORY
1	Category 1	Toilet Paper	6
2	Category 2	Paper Towels	9
3	Category 3	Facial Tissues	1
4	Category 4	Paper Serviettes	1
5	Category 5	Cloths	7
6	Category 6	Dispensers	10
7	Category 7	Consumables	7
TOTAL NUMBER OF ITEMS IN THE BID			41



SECTION B: CONDITIONS OF BID

6. PART 1: EVALUATION CRITERIA

6.1 The details of the evaluation phases are outlined below:

Table 3: Evaluation Criteria

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

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 REQUIREMENTS

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 the mandatory requirement will be disqualified:

6.2.2 Pricing Schedule

6.2.2.1 The pricing schedule (**see Annexure B**) 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 a mandatory Pricing Schedule, herewith attached as Annexure B as a response to how much the items offered will be charged. Failure to submit the Annexure B Pricing Schedule will invalidate the bid response.

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



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

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

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

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

6.3.1.3 **SBD 4** – Bidders Disclosure

6.3.1.4 **SBD 6.1** - Preference points claim form.

6.3.1.5 **TCD 13 and 13.1 - Authorization Declaration** - All bidders are required to complete the “Authorisation Declaration” (TCD 13 and TCD 13.1) for all relevant goods or services in full, sign it, and submit it together with the bid response. at the closing date and time of the bid invitation.

6.3.1.6 **Central Supplier Database** – Bidders are required to submit their Central Supplier Database report.

6.3.1.7 **Written Confirmation to disclose tax status** – Bidders must submit a Tax Pin issued by SARS. This tax pin is deemed as a confirmation that on an ongoing basis during the bid evaluation and the tenure of the transversal contract, the State may access the bidder’s tax compliance status.

6.4 **Company registration documents issued by CIPC** - Bidder must submit proof of registration with the Companies Intellectual Property Commission (CIPC). In a case where the shareholding percentage is not indicated on the CIPC registration documents, an additional shareholding certificate issued by the relevant authority detailing the shareholding of the bidder must be submitted.

6.5 **Copy of Identity Document (Directors/Owners)** – Bidders are required to submit a copy of an identity document of the directors and/or owners.

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.

6.5.4 The technical specification requirements evaluation is in two parts, **Part A and Part B**. Only items which comply with **Part A** of the evaluation requirements will be evaluated further in **Part B**.



PART A

6.5.5 Compliance with Item Standards/Specifications Requirements

6.5.5.1 Items must comply with technical specifications (**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 to which the compliance is not adhered.

6.5.5.2 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.

6.5.5.3 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.

6.6 All products must be supplied new; second-hand or refurbished products or parts will not be accepted.

6.6.1 Quality Assurance Requirements

6.6.1.1 Bidders must submit valid quality assurance certificates ISO 9001 to confirm compliance for the items offered at the closing date and time of bid. The holder of the certificates must be the original product/equipment manufacturer. Failure to submit a valid Quality Assurance Certificate ISO 9001 at the closing date and time of bid will disqualify the relevant items.

6.6.2 Third-Party Authorization Letter of Undertaking

6.6.2.1 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/equipment:** The letter must list the Item(s) number, item description, and brand/model name offered by the third-party manufacturer.
- b) The letter must be on the original service provider's letterhead, dated and signed.
- c) The letter must not be older than the date of the bid advertisement.
- d) 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.
- e) All the information on the letter must be in English.

6.6.2.2 Letter of undertaking must be from an Original Product/Equipment Manufacturer (OPM/OEM) OR



authorized importer/distributor OR partner/subcontracting partner (in case of service) that the service of product is offered. In the case where the letter of undertaking is from an authorized importer/distributor, proof from OPM/ OEM 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.

6.6.2.3 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.

6.6.2.4 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.

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

6.6.3.1 Where the item technical specification indicates a standard, bidders must submit samples for testing to a SANAS-accredited institution (accredited to conduct testing for the relevant standard).

6.6.3.2 Bidders MUST submit test report or sample submission letter issued by a SANAS-accredited testing institutions confirming that samples have been submitted for testing at the closing date and time of bid

6.6.3.3 In the event that a test report cannot be obtained from the testing institution at the closing date and time of the bid, the bidder must obtain proof (issued by the SANAS-accredited testing institution) that the samples had been submitted to the testing institution for testing before or on the closing date and time of the bid. Such proof must be submitted with the bid at the closing date and time of the bid. Failure to submit proof (sample submission letter from SANAS-accredited testing institution) at the closing date and time of the bid will disqualify the relevant item.

6.6.3.4 Where a bidder has submitted a letter from a SANAS-accredited institution, bidders are required to submit the test report to National Treasury (Ngwato.Nkuna@Treasury.gov.za or Demand.acquisition1@treasury.gov.za) within fourteen (14) calendar days after the closing date and time of the bid.

6.6.3.5 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.

6.6.3.6 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: Ms Corna Schoonbee

Tel: (012) 428 6153

E-mail: corna.schoonbee@sabs.co.za

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

- 6.6.3.7 The test report must not be older than twelve (12) months at the closing date of the bid.
- 6.6.3.8 A test report submitted that indicates non-compliance to the standard or which is invalid will result in disqualification for the relevant item. A test report which is older than twelve (12) months at the closing date of the bid will be regarded as invalid and will not be accepted for consideration.
- 6.6.3.9 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.
- 6.6.3.10 All information on the test report must be in English.
- 6.6.3.11 The purpose of the test report is to prove compliance with the relevant standard indicated in the item's technical specification.
- 6.6.3.12 Items that do not require testing will automatically be evaluated on Part B.
- 6.6.3.13 Failure to submit a test report or a sample submission letter issued by a SANAS accredited testing institution at the specified period will disqualify the relevant item.

PART B

- 6.6.4 **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:
- 6.6.5 **Samples Submission for Visual Screening Evaluation**
- 6.6.5.1 All items must comply with technical specifications as provided in this bid as stated in the technical specification detail of each item. Failure to comply will invalidate the items concerned.
- 6.6.5.2 Only items that comply with **Part A** will be required to submit samples for the items offered to verify compliance with technical specifications at the venue, date, and time that will be communicated by the National Treasury. Failure to submit samples on the due date and time communicated will invalidate the items for which the samples are not submitted.



- 6.6.5.3 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.
- 6.6.5.4 Bidders are required to submit samples for visual screening evaluation for all items offered to verify compliance with technical specifications. Failure to submit the samples as required will invalidate the bid for the items for which samples are not submitted.
- 6.6.5.5 **Sample Submission –**
- a) The National Treasury will send a schedule indicating the date, time, place, and venue to ONLY SHORT-LISTED bidders to submit samples for evaluation. Bidders' attention is drawn to the fact that a schedule for sample submission may be forwarded to bidders at short notice of at least two weeks before the date of sample submission. The request to submit samples may be 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 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.
 - f) The quantity of samples required for each item is indicated in the Technical Specifications, herewith attached as Annexure A.
- 6.6.5.6 **Manufacturers Technical Specification-Brochures** – Where required, bidders must submit with the samples, an original manufacturer's technical specification (brochure) for all equipment offered, preferably in colour, with fully comprehensive product technical specification 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. Where applicable, bidders may be required to include the product brochures in a **USB/Flash drive** when submitting samples saved by item numbers.
- 6.6.5.7 **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.



6.6.6 **Evaluation of Test Reports from a SANAS Accredited Institution**

6.6.6.1 The purpose of the test report is to prove compliance with the relevant standard indicated in the item's technical specification.

6.6.6.2 A test report submitted that indicates non-compliance to the standard or which is invalid will result in disqualification for the relevant item. A test report which is older than eighteen (18) months at the closing date of the bid will be regarded as invalid and will not be accepted for consideration.

6.6.6.3 **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 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.

6.7 **PHASE 4: PRICE AND SPECIFIC GOALS**

6.7.1 **Pricing Schedule and Structure Requirements**

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

6.7.1.2 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.

6.7.1.3 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.

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

6.7.1.5 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.

6.7.1.6 Pricing Schedule (Annexure B) must be submitted online in an XLSX Excel format.

6.7.1.7 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.

6.7.2 **Preferential Point System**

6.7.2.1 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 or 80/20 preference point system based on:

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

6.7.2.2 The following formula will be used to calculate the points for price out 90/ 80:

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where,

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

P_t = Comparative price of a bid under consideration

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

6.7.2.3 **The following goals will be used to calculate the points for specific goals out of 10 points/ 20 points. (choose which is applicable)**

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

- a) The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.
- b) **SBD 6.1:** Bidders are required to complete the SBD 6.1 form to claim preference points. Only a bidder who has fully completed and signed the declaration part of the SBD 6.1 preference points claim forms will be considered for preference points.
- c) The bidder’s Central Supplier Database (CSD) report, CIPC registration documents, and Identity Documents (ID) copies submitted will serve as proof of ownership and directorship of the company.
- d) Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender will not be allocated 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) 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.

6.7.2.4 The following formula must be applied to calculate the number of points out of 10/20 for specific goals:

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

Where:

PSSG= Points scored for a specific goal

MPA = Maximum points allocated for a specific goal

PEO = Percentage of equity ownership by an HDI

6.7.2.5 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 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.
- i) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct. If the claims are found to be incorrect, the State, in addition to any other remedy it may have –
 - i) Recover all costs, losses, or damages it has incurred or suffered as a result of the bidder's conduct.
 - ii) Cancel the contract and claim any damages that it has suffered as a result of having to make less favorable arrangements due to such cancellation.
 - iii) Impose a financial penalty more severe than the theoretical financial preference associated with the claim that was made in the bid.

6.7.2.6 Specific goals in relation to procuring locally produced products

- a) It is a requirement of this bid that items offered meet the prescribed minimum threshold of 90% for local production and content. Items that do not meeting the prescribed threshold will not be eligible to claim for specific goals on local production and content. .
- b) Bidders must submit SBD 6.2 to claim points for local content. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa (Refer to **Annexure A** – Technical Specifications)
- c) Preference points may only be claimed for products, which will be manufactured (fabricated, processed, or assembled), in the Republic of South Africa. In cases where production has not yet commenced at the time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product
- d) The following aspects regarding the manufacturing process must be complied with:
 - i) Bid offers for items which have been declared as locally manufactured must meet the 90% minimum threshold local production and content as per the attached **Technical Specification Annexure A**.
- e) Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.
- f) The technical specification and the Guidance on the calculation of local content together with the Local Content Declaration Templates namely [Annex C (Local Content Declaration:



Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all bidders on the dtic website <https://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.

- g) Bidders must ensure compliance with the local production and content declarations and submit all the supporting documents (Annex C, D, E) and the SBD 6.2 form together with the bid.
- h) Bidders are required to declare the local production and content using Annex C for all the items offered and submit the documents together with the bid.
- i) the dtic has a right, as and when necessary, to request auditors' certificates confirming the authenticity of the declarations made in respect of local content.
- j) Local content means that portion of the bid price, that is not included in imported content, provided that local manufacture does take place.
- k) Imported content means that portion of the bid price represented by the costs of components, parts, or materials that have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.
- l) Bidders must indicate in the pricing schedule (Annexure B) which product(s) [item number(s)] is/are manufactured locally and indicate the local content % of each product/item in relation to the bid price. The points will be calculated automatically in the pricing schedule. Points claimed will be indicated in the "points claimed" column.
- m) The following formula must be applied to calculate the number of points out of the points allocated to ownership for specific goals:

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

Where:

PSLC= Points scored for local content

MLC = Maximum points allocated for Local Content

PLC = Percentage of Local Content for product offered

- n) To qualify for the points of local manufacturing, the definition of a locally produced product will be limited to at least the conversion process (substantiated value adds) being in the Republic



of South Africa. Substantial supporting documents may be required at any point in time before and post-award of the contract. Due diligence, which includes site visits, may be conducted in this regard. The following aspects must be complied with:

- i) The site/s of manufacturing and/or assembling of the product offered is in South Africa.
- ii) Demonstrated capacity to service the required volumes is confirmed.
- iii) Compliance to all other aspects contained in these Special Requirements and Conditions of Contract
- iv) The product offered meets the minimum requirement as per technical specification requirements.

6.7.3 **Applicable Taxes**

- a) All bid prices must be inclusive of all applicable taxes.
- b) All bid prices must be inclusive of fifteen percent (15%) Value Added Tax.
- c) Failure to comply with this condition may invalidate the bid.

6.7.4 **Cost Breakdown**

6.7.4.1 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.

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

6.7.4.3 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 which are inclined to change. The proportions are the contribution to the contract price of each of these cost components.

6.7.5 Bidders are requested to submit the cost breakdown of their 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 by submitting the cost components with the pricing schedule. Bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.

6.7.5.1 Example:

Table 4: 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%

6.7.6 TCD 14 Historical Exchange Rates

6.7.6.1 In terms of cost price adjustment, bidders should make use of any relevant currency for the items offered by calculating the average for the **1 September 2026 to 31 August 2027** 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.

6.7.7 Responsive Bids

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



7. 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 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: <https://youtu.be/B7pNseNJYHM>
- 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 B**) 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**

- 7.3.1 Bids submitted 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 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).
- 7.4.4 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.
- 7.4.5 All communication between the bidder and the National Treasury Transversal Contracting office must be done in writing as per the Contact Details below.
- 7.4.6 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).
- 7.4.7 All persons (including all bidders) obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for developing a response to this bid.

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, Pretoria

- 7.5.2 **Bid Enquiries:** - All inquiries should be in writing to Demand.Acquisition2@treasury.gov.za. The closing date for receipt of all inquiries is **17 October 2025**. All inquiries beyond the closing date will not be considered.



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 together with the Transversal Contracting Agreement (TCA) for the supply and delivery of toilet paper, paper towels, facial tissues, cloth cleaning, dispenser, consumable, and paper serviettes to the state of this bid, and the unsuccessful bidder(s) will be informed accordingly. The following paragraphs will be applicable when the BEC makes the recommendation to the BAC.

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 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.

8.8 **Third-party agreements and subcontractor agreements**

8.8.1 No Agreement between the bidder and any third party will be binding to the State.

8.8.2 The bidder must declare as required in terms of SBD 6.1 its intention to subcontract voluntarily and the percentage of subcontracting thereof and must provide a full description of the subcontractor.

9. **DELIVERY BASIS**

9.1 Firm lead times for delivery must be quoted for the duration of the contract period. Lead times for delivery of all products on transversal contract shall not exceed eight (8) weeks. Delivery period exceeding the prescribed maximum of eight (8) weeks may be cancelled without notice.

9.2 Lead times for delivery of all products on transversal contract shall be in accordance with quoted delivery periods and accepted by the state. Delivery of products or items exceeding the accepted delivery period may be cancelled without notice.

10. **QUANTITIES.**

10.1 The quantities reflected in the bid forms are estimated quantities and no guarantee is given or implied as to the actual quantity which will be procured during the contract period.

10.2 The quantity indicated against each item represents the total estimated off-take of all participating departments and however not guaranteed. The numbers may increase or decrease in a particular year.

10.3 If quantities substantially increase during the year due to new participation requests from user



departments, the state reserves the right to renegotiate the prices.

11. MINIMUM ORDER QUANTITY

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



SECTION C: CONDITIONS OF CONTRACT

12. CONCLUSION OF CONTRACT

- 12.1 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.
- 12.2 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 RT14-2026 is concerned:
- 12.2.1 Bid Documents
- 12.2.2 Letter of Appointment
- 12.2.3 Award Documents
- 12.2.4 Transversal Contracting Agreement (TCA)
- 12.3 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 RT14-2026 transversal contract.

13. PARTICIPATING STATE INSTITUTIONS

- 13.1.1 This transversal contract RT14-2026 is intended to be utilized by various organs of the State as listed below:

Table 5: Participating Government Institutions

#	DEPARTMENT NAME
1	National Department of Agriculture
2	Department of Higher Education and Training
3	Department of Home Affairs
4	Department of Correctional Service
5	Department of South African Police Services
6	Western Cape Department of Infrastructure
7	City of Tshwane Municipality

14. POST-AWARD PARTICIPATION

- 14.1 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.
- 14.2 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.



14.3 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.

14.4 The service provider(s) will be notified of new participants and the list of participants will be published on the website together with any changes, price adjustments and any other transversal contract information for the benefit of bidder(s) and participants.

15. QUALITY

15.1 Where specific specifications and/ or standards apply to materials and supplies, the quality of products shall not be less than the requirements of the latest edition of such specifications and/or standards.

16. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

16.1 Contract Administration

16.1.1 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

16.1.2 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.

16.2 Supplier Performance Management

16.2.1 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.

16.2.2 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.

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

16.2.4 Successful suppliers will have their performance scored. National Treasury will provide a template that will be used to measure overall performance in terms of the transversal contract. Suppliers who score an unacceptable performance rating may not be awarded future contracts of the same bid and may have the transversal contract terminated before the end of the transversal contract period.

17. CONTRACT PRICE ADJUSTMENT

17.1 Formula



- 17.1.1 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.
- 17.1.2 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.
- 17.1.3 The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

Table 6: Contract Price Adjustment Formula

$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + \dots + Dn \frac{Rnt}{Rno} \right) + VPt$		
Pa	=	The new adjusted price to be calculated
V	=	Fixed portion of the bid price (15% or 0.15)
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85)
D1 – Dn	=	Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%)
R1t – Rnt	=	End Index. Index figure obtained from the index at the end of each adjustment period.
R1o–Rno	=	Base Index. Index figure at the time of bidding.
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment

17.2 Formula component definitions

17.2.1 Adjustable amount

17.2.1.1 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.

17.2.2 Fixed portion

17.2.2.1 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.



17.2.3 Cost components and proportions

17.2.3.1 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.

17.2.3.2 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 or not 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.

17.2.3.3 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 7: 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

17.2.4 Applicable indices/references

17.2.4.1 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 8: 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

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.



Cost component	Index Publication	Index Reference
D2 - Local Finished product (if applicable):	Table 1 (STATS SA Index)	Wood & Paper Products or Documentary Evidence to accompany claim.
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 Goods and Services
D5 – Overheads	Specify (STATS SA Index)	STATS SA Table (Specify)
D6 – Other	Specify (STATS SA Index)	STATS SA Table (Specify)

17.2.5 Base index date

17.2.5.1 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 **September 2025**.

17.2.6 End index date.

17.2.6.1 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).

17.2.7 Price adjustment periods

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

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 March 2027	January 2027	01 April 2027
2nd Adjustment	01 March 2028	January 2028	01 April 2028

17.2.8 Rates of exchange (RoE) – Base and average rates

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

17.2.8.2 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.

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



- 17.2.8.3 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.
- 17.2.8.4 The imported cost component (D1) will be adjusted together with all the other cost components indicated in the paragraph above and at the predetermined dates indicated in the paragraph above.
- 17.2.8.5 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 10: CPA Rate of Exchange

Currency Name	Rates of exchange: 1 September 2024 to 31 August 2025
US Dollar	18.09
Euro	19.89
Pound	23.57

- 17.2.8.6 Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period **1 September 2024 to 31 August 2025** using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates. Please refer to TCBD 14 (Procedure to download historical exchange rates from the Reserve Bank website) for instructions.
- 17.2.8.7 Contract price adjustments due to rate of exchange variations are based on average exchange rates as published by the Reserve Bank for the periods indicated hereunder:

Table 11: Rate of Exchange Average Periods

Adjustment	Average exchange rates for the period:
1 st Adjustment	1 March 2026 to 28 February 2027
2 nd Adjustment	1 March 2027 to 29 February 2028

17.2.9 **General**

- 17.2.9.1 Unless prior approval has been obtained from the National Treasury, Transversal Contracting, no adjustment in contract prices will be made.
- 17.2.9.2 Application for price adjustment must be accompanied by documentary evidence in support of any



adjustment.

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

18. DELIVERY ADHERENCE, ORDERS AND PAYMENTS

18.1 Orders

- 18.1.1 Suppliers should note that each purchasing State institution is responsible for generating the order(s) as well as the payment(s) thereof.
- 18.1.2 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).
- 18.1.3 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.
- 18.1.4 The State is under no obligation to accept any quantities which are more than the ordered quantities.

18.2 Delivery Adherence

- 18.2.1 Delivery of items must be made as per the instructions appearing on the official purchase order forms issued by purchasing State institutions.
- 18.2.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been affected.
- 18.2.3 In respect of items awarded, Suppliers must adhere strictly to the delivery lead times quoted in their bids.
- 18.2.4 Deliveries not complying with the purchase order forms will be returned to the Supplier(s) at the Supplier's expense.

19. CONTINUITY OF SUPPLY

- 19.1 The supplier must maintain sufficient stock to meet demand throughout the contract and inform the National Treasury at first knowledge of any circumstances that may result in interrupted supply, including



but not limited to:

- 19.1.1 Industrial action,
- 19.1.2 Manufacturing Pipeline
- 19.1.3 Any other supply challenges.
- 19.2 In terms of the General Conditions of Contract and Special Requirements and Conditions of Contract, the participating authorities reserves the right to purchase outside of the contract to meet its requirements if:
 - 19.2.1 The contracted supplier fails to perform in terms of the contract.
 - 19.2.2 The item(s) are urgently required and not immediately available; □
 - 19.2.3 In the case of an emergency.

20. PACKAGING AND LABELLING

20.1 Packaging

- 20.1.1 All deliveries made against this contract, in all modes of transport, are to be packed in suitable containers.
- 20.1.2 Packaging must be suitable for further dispatch, storage, and stacking according to Good Wholesaling Practice and Good Distribution Practices.
- 20.1.3 Packaging must be suitable for transportation and should prevent exposure to conditions that could adversely affect the stability and integrity of the product.
- 20.1.4 The packing must be uniform for the duration of the contract period. All products must be packed in acceptable containers, specifically developed for the product.
- 20.1.5 Where a particular stacking and storage configuration is recommended by the supplier, this should be clearly illustrated on the outer packaging.
- 20.1.6 Where the contents of the shipper pack represent a standard supply quantity of an item, the following must be adhered to:
 - 20.1.6.1 Outer packaging flanges must be sealed with suitable tape that will display evidence of tampering.
 - 20.1.6.2 The contents must be packed in neat, uniform rows and columns that will facilitate easy counting when opened.
- 20.1.7 Where the contents of a shipper pack represent a non-standard supply quantity, the following must be adhered to:
 - 20.1.7.1 Outer packaging flanges must be sealed with suitable tape that will display evidence of tampering.
 - 20.1.7.2 The shipper pack must contain only one product, mixing of multiple items in a single shipper is not allowed.



- 20.1.7.3 The outer packaging must be marked as a "Part Box".
- 20.1.8 Suppliers must ensure that products delivered are received in good order at the point of delivery.

20.2 Labelling

- 20.2.1 All containers, packing, and cartons must be clearly labelled. Bulk packs must be labelled in letters not less than font size 48.
- 20.2.2 The following information must be clearly and indelibly printed on all shelf and shipper packs, including any part boxes packaging in at least English language:

Table 12: Labelling details

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

20.3 Barcodes

- 20.3.1 It is mandatory that all products supplied must include a barcode (number plus symbology). All shipper, shelf, and unit packs must be marked with the appropriate number and symbology. The European Article Numbering Code 13 (EAN 13) has been accepted as standard.
- 20.3.2 Suppliers are encouraged to include a 2D barcode or similar on their packaging that will include the brand name, batch number, and expiry date.

21. ASSIGNMENTS AND CESSIONS OF CONTRACTS AND CHANGES IN CONTACT DETAILS

- 21.1 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.

21.2 Assignments of Contract



21.2.1 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.

21.2.2 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.

21.3 **Cession of Contracts**

21.3.1 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).

21.3.1.1 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.

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

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

22. POST-AWARD PRODUCT COMPLIANCE PROCEDURES

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

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

23. REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS

23.1 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.

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

23.3 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

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

24. MONITORING

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

24.1.1 Compliance with delivery lead times

24.1.2 Percentage of orders supplied in full first time.

24.1.3 Compliance with reporting requirements according to reporting schedule.

24.1.4 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.

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

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

24.4 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.

24.5 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.

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

24.7 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

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

25. TERMINATION

25.1 Termination of Contract

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

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



- 25.1.3 The supplier does not honour contractual obligations including the submission of information.
- 25.1.4 The supplier is provisionally or finally liquidated, making it impossible for the supplier to perform its functions in terms of this transversal contract.
- 25.1.5 The supplier enters settlement arrangements with their creditors.
- 25.1.6 The supplier commits an act of insolvency.
- 25.1.7 If the supplier is a member of an unincorporated joint venture or consortium and the membership of such joint venture or consortium changes.
- 25.1.8 There is a change in ownership of the supplier that has the effect that over 50% ownership of the Supplier belongs to the new owner without prior written approval of the State.
- 25.1.9 Overall poor performance rating during the contract period

END