



SPECIAL CONDITIONS OF THE CONTRACT

RT21-2026

**SUPPLY AND DELIVERY OF RADIOGRAPHIC MATERIALS AND CONSUMABLES TO THE STATE FOR THE
PERIOD OF 36 MONTHS**

**NON-COMPULSORY BRIEFING SESSION TO BE HELD VIRTUALLY ON 12 MARCH 2026 ON THE
MICROSOFT TEAMS PLATFORM**

CLOSING DATE AND TIME OF BID

26 MARCH 2026 AT 11H00

BID VALIDITY PERIOD: 180 DAYS

National Treasury

Transversal Contracting



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LIST OF ATTACHMENTS AND ANNEXURES

- i. Standard Bidding Documents (SBDs)
- ii. Transversal Contracting Documents (TCDs)
- iii. General Conditions of Contract (GCC)
- iv. Annexure A -Technical Specification
- v. Annexure B - Pricing Schedule
- vi. Annexure C – Product Discontinuation form

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LIST OF ABBREVIATIONS

Abb	Full Name
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
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
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
TIC	Tender Information Centre
PFMA	Public Finance Management Act
PPPFA	Preferential Procurement Policy Framework Act
QC	Quality Control
RoE	Rate of Exchange
VAT	Value-Added Tax



BID DOCUMENT CHECKLIST AND RETURNABLE

Table 2: Bid Document Checklist and Returnable

#	Document Name ¹	Included in the published bid document?	To be returned by the bidder?	Bidder to tick Yes if the document is submitted
PHASE 1: MANDATORY REQUIREMENTS EVALUATION				
1.	Pricing Schedule (Annexure 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 5 National Industrial Participation Program	Yes	Yes	
6.	SBD 6.1 – Preference points claim form.	Yes	Yes	
7.	TCD 13 Authorization Declaration	Yes	Yes	
8.	TCD 13.1 List of goods or services offered	Yes	Yes	
9.	Written confirmation for disclosing tax status by SARS	No	Yes	
10.	Central Supplier Database Report	No	Yes	
11.	CIPC Company Registration Documents	No	Yes	
12.	Copy of Identity Documents of the Owners and Directors	No	Yes	
PHASE 3: TECHNICAL COMPLIANCE EVALUATION				
13.	Detailed Technical Specifications (Annexure A)	Yes	Yes	
14.	TCD 13.2 Authorization Letter of Undertaking	Yes	Yes	
15.	Quality Assurance Certificate	No	Yes	
16.	SAHPRA License	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 to tick Yes if the document is submitted
17.	Test Reports / Proof of Sample Submission from an Accredited Institution	No	Yes	
18.	Sample Submission Requirements	No	Yes	
PHASE 4: PRICE & SPECIFIC GOALS EVALUATION				
19.	Pricing Schedule (Annexure B)	Yes	Yes	



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 radiographic materials and consumables to the state for the period of 36 months
- 1.2 This bid document is structured as follows:
 - 1.2.1 **Section A: Introduction and Terms of Reference**
 - 1.2.2 **Section B: Conditions of Bid**
 - 1.2.2.1 Part 1: Evaluation Criteria
 - 1.2.2.2 Part 2: Additional Bid Requirements
 - 1.2.2.3 Part 3: Recommendation and Appointment of Bidders
 - 1.2.3 **Section C: Conditions of Contract**

2. LEGISLATIVE AND REGULATORY FRAMEWORK

- 2.1 This bid and all contracts emanating therefrom will be subject to General Conditions of Contract issued per Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA), as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 regulations.
- 2.2 The Special Conditions of Contract (SCC) are supplementary to those of the General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 2.3 This bid is subject to all applicable industry-related legislation, particularly the legislation stated below:
 - a. Medicines and Related Substances Amendment Act, No 72 of 2008 (Amendment Act), read together with a further Amendment Act, Medicines and Related Substances Act No. 14 of 2015 and its Regulations and Guidelines.
 - b. Patents Act, 1978 (Act 57 of 1978) and the Trademarks Act, 1993 (Act 194 of 1993).



3. OBJECTIVE OF THE BID

- 3.1 To arrange the contract RT21-2026 Supply and delivery of radiographic material to the State for the period of 36 months.
- 3.2 For the promotion of historically disadvantaged individuals (maximum 2 points) and Local Content and Production (maximum 8 points) as per the specific goals allocated in terms of the Preferential Procurement Regulations 2022 issued according to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).
- 3.3 In accordance with section 2(1)(f) of the PPPFA, preference will be granted to bidders whose offered goods achieve at least 50% of the specified local production and content target set for each item. This is subject to the bidder's compliance with Phases 1–3 of the evaluation criteria.

4. BRIEFING SESSION

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

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

Click on this link: [RT21-2026 Non-Compulsory Briefing Session](#)

Date: 12 March 2026

Time: 10h00 am

Venue: Microsoft Teams

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



5. TECHNICAL SPECIFICATIONS REQUIREMENTS

5.1 The detailed technical specification requirements are as per Annexure A for the supply and delivery of radiographic materials and consumables. The bid consists of twelve (12) categories with a total of one hundred and sixty-three (163) line items. The summary details are as follows:

Table 1: Summary of Technical Specifications Categories

#	CATEGORY NAME	# OF ITEMS
1	Radiation Protective Materials	54
2	Computed Radiography Imaging plates and recording devices	42
3	Radiographic Films	18
4	Radiolucent Positioning Sponges and X-ray table mattress, devices	9
5	Thermal paper, labels, and envelopes	5
6	Measuring instruments and tools	5
7	Heavy-duty hangers and racks	4
8	Grid channel and protective caps	12
9	Chemical for automatic processing	2
10	Cleaning materials	6
11	QC filters and tools	5
12	Ultrasound Transmission Gel	1
TOTAL		163



SECTION B: CONDITIONS OF BID

6. PART 1: EVALUATION CRITERIA

6.1 The details of the evaluation phases are outlined below:

Table 2: Evaluation Criteria

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

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

6.2 PHASE 1: MANDATORY 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 all the mandatory criteria will be disqualified.

6.2.2 Pricing Schedule

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

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

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

6.2.2.4 Bid prices must be in ZAR (Rands), inclusive of all costs (supply, delivery and offloading), and inclusive of VAT. The amount offered must be rounded to two (2) decimal places.



- 6.2.2.5 The pricing schedule must be submitted as an Excel file
- 6.2.2.6 If a bidder wishes to submit multiple brands for the same line item, each brand must be submitted on a separate line, using the same item number, as an alternative offer 2 and so on.
- 6.3 **PHASE 2: ADMINISTRATION AND LEGISLATION REQUIREMENTS EVALUATION**
- 6.3.1 Bidders must submit the following documents 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 has given the company representative authority 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 5** – The National Industrial Participation Programme
- 6.3.1.5 **SBD 6.1** - Preference points claim form.
- 6.3.1.6 **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.
- 6.3.1.7 **Central Supplier Database** – Bidders are required to submit their Central Supplier Database report.
- 6.3.1.8 **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.
- 6.3.1.9 **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 is required.
- 6.3.1.10 **Copy of Identity Document (Directors/Owners)** – Bidders are required to submit a copy of an identity document of the directors and/or owners.
- 6.3.2 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.



6.4 **PHASE 3: TECHNICAL SPECIFICATION REQUIREMENTS**

6.4.1 Only bidders who complied with Phase 2 will be evaluated further for each item offered in Phase 3. During this phase, bidders' responses will be evaluated based on technical requirements for each item offered on the pricing schedule. Non-compliance with the applicable requirements for each item below will result in the disqualification of the relevant line item being evaluated.

6.4.2 **Compliant with item Standards/Specifications Requirements**

6.4.2.1 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 with the technical specification requirement will invalidate the items to which the compliance is not adhered.

6.4.2.2 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.

6.4.2.3 Where specific technical specifications and/ or standards, e.g., SABS, SANS, EU, ADA, CKS, BP, BPC, USP, USNE, EP, ISO, or DIN, apply to materials and supplies, the quality of products shall not be less than the requirements of the latest edition of such technical specifications and/or standards.

6.4.2.4 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 does not cause 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 expert judgement provided by the Bid Evaluation Committee.

6.4.2.5 All products must be supplied new. Second-hand or refurbished products or parts will not be accepted.



6.4.3 **Quality Assurance Requirements**

6.4.3.1 **Applicable to Medical Device Classified Items:** Bidders are required to submit a valid ISO 13485 quality assurance certificate at the bid closing date and time, as proof that the manufacturer operates an ISO certified Quality Management System covering the relevant medical device scope offered in this bid.

6.4.4 **Applicable to items not classified as Medical Device:** Bidders are required to submit a valid ISO 9001 quality assurance certificate at the bid closing date and time, as proof that the manufacturer operates an ISO certified Quality Management System covering the relevant scope offered in this bid.

6.4.5 **Acceptance of ISO 13485 for Non-Medical Device Items:** In cases where a manufacturer holds a valid ISO 13485 certification, such certification shall be accepted in lieu of ISO 9001 for the supply of non-medical device items, provided that the scope of the ISO 13485 certificate covers the relevant manufacturing or supply activities.

6.4.6 The ISO certificate must belong to and be in the name of the original manufacturer of the product listed in the pricing schedule. Where a bidder offers products from more than one manufacturer, a valid ISO 13485 or ISO 9001 certificate (whichever is applicable) must be provided for each manufacturer.

6.4.7 The ISO Certificates must be issued by a body accredited under a recognised international accreditation system (e.g. SANAS, or equivalent IAF member bodies). All certifications submitted must be valid at the closing date of the bid

6.4.8 Failure to submit the required certificate for any manufacturer at the closing date and time of bid will result in the disqualification of the corresponding item. The State reserves the right to verify the authenticity and scope of all submitted certificates.

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

6.4.9.1 Any bidder who is not an original manufacturer of the product offered as per the pricing schedule, 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 the person is signing the letter.
 - e) All the information on the letter must be in English.
- 6.4.9.2 Letter of undertaking must be from an Original Product/Equipment Manufacturer (OPM/OEM) OR authorized importer/distributor that the service or 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. The authorization letter of undertaking must not be older than the advertisement date of the bid.
- 6.4.9.3 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.
- 6.4.9.4 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.
- 6.4.10 **South African Health Products Regulatory Authority (SAHPRA): Medical Devices and In Vitro Diagnostic Regulation Licence**
- 6.4.10.1 Where a item offered is classified as medical device by SAHPRA, bidders must submit a licence for the manufacturing, importing, exporting, distribution and or wholesaling of medical devices and IVDs, as issued by the South African Regulatory Authority at the closing date and time of bid as per the Medical Devices and In Vitro Diagnostic Regulations as referred to in Section 22C(1)(b) of the Medicines and Related Substances Act, 1965 (Act No. 101 of 1965),
- 6.4.10.2 The licence must be valid at the closing date and time of the bid. Failure to submit the required licence, the items that require the license being disqualified.
- 6.4.10.3 Upon such time that medical devices and In Vitro Diagnostic products are called up for registration, via publication in the Government Gazette, bidders, who have been licensed as medical device establishments, will be required to comply with the requirement by submitting a licence/registration certificate of the said medical device and IVD products



6.4.11 Test Report from a South African National Accreditation System (SANAS) Accredited Institution

- 6.4.11.1 Where the item's technical specification indicates a standard that the item must comply with, Bidders must submit a test report to verify compliance with the relevant standard. The test report must be from a SANAS-accredited institution accredited to conduct testing for the relevant standard.
- 6.4.11.2 Bidders have up to fourteen (14) calendar days after the closing date of the bid to submit either a test report or a sample submission letter issued by a SANAS-accredited testing institution stating that the samples have been submitted for testing. The test reports must not be older than eighteen (18) months at the closing date of the bid.
- 6.4.11.3 If the test report or proof of sample submission letter is submitted after the closing date, the test report or the sample submission letter must be submitted to baningi.masilela@treasury.gov.za. Failure to submit a test report or a sample submission letter issued by a SANAS-accredited testing institution within the specified period will disqualify the relevant item.
- 6.4.11.4 A test report that indicates non-compliance with the required standard, or one that is deemed invalid, will result in disqualification for the relevant item. Any test report that is older than eighteen (18) months as of the bid closing date will be considered invalid, will not be accepted, and will lead to disqualification for the affected item.
- 6.4.11.5 Where a bidder has submitted a Proof of sample submission letter from a SANAS-accredited institution, bidders are required to submit the test report as soon as it is issued by the relevant institution. It is the responsibility of the bidder to ensure that the test reports are submitted to the National Treasury as soon as the test report is issued.
- 6.4.11.6 By submitting this bid, bidders consent to the National Treasury and the relevant SANAS-accredited institution verifying and confirming that the required samples have been submitted for testing. Bidders further consent that the SANAS-accredited institution may submit the test report directly to the National Treasury.
- 6.4.11.7 Bids that are not supported by the required test reports, where applicable, will be disqualified for the specific item(s) for which the test reports were not submitted in accordance with this bid. This includes cases where bidders fail to submit the test report immediately after it has been issued by the testing institution, and where the National Treasury is unable to obtain the test report from the testing institution for any reason.
- 6.4.11.8 The state reserves the right to apply clause/ paragraph **6.4.2.4 above** in terms of the valid test report submitted.



6.4.11.9 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 at 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: Corna Schoonbee, Tel: (012) 428 7911, **E-mail:** corna.schoonbee@sabs.co.za

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

6.4.12 Samples Submission for Visual Screening Evaluation

6.4.12.1 Bid offers which complied with Phases 2 will be required to submit a sample for visual screening evaluation for the relevant item for which samples are required to be submitted as indicated in **Annexure A Technical Specification**. Items must comply with the technical specifications for each item as provided in this bid (Annexure A), as stated in the technical specification details of each item. Failure to comply with the item's technical specifications will invalidate the items concerned.

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

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

6.4.12.4 The submitted sample must match the exact brand and manufacturer specified in the pricing schedule. Any samples that do not meet this requirement will be disqualified.

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

6.4.12.6 All samples submitted must be a true representation of the product that will be supplied during the contract period. Must be in the original packaging, which includes complying with all the labelling requirements as stipulated in **Paragraph 16.2**.

6.4.12.7 During these visual screening evaluations, any samples that are not user-friendly for clinical application, that tear easily, or whose product or packaging compromises functionality of the



intended use of the product or poses risk of radiation implications and or infection shall be disqualified on these grounds.

6.4.12.8 The quantity of samples required for each item is indicated in **Annexure A**, Technical Specification.

6.4.12.9 Where required, the BEC may request that bidders submit additional samples to any State facility to conduct further evaluations to verify compliance with the technical specifications. In this case, this will be arranged with the bidder.

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

- a) Samples must be marked on the outside with the bid number, bid item number, product size, brand name 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.

6.4.12.11 **Collection of all samples –**

- a) If practical for samples to be collected, bidders will be informed of the date, time, and place where samples may be collected. If samples have not been collected 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.

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

6.5.1 **Pricing Schedule and Structure Requirements**

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

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

6.5.1.3 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.

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

6.5.1.5 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.

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

6.5.1.7 The Pricing Schedule (**Annexure B**) must be submitted online in an XLSX Excel sheet.

6.5.2 Preferential Point System

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

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

6.5.2.2 The following formula will be used to calculate the points for the price out of 90

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

Where,

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

P_t = Comparative price of a bid under consideration

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

6.5.2.3 **Objective Criteria:**

- a) It is the objective criterion of this bid to award bid offers that achieve at least a total percentage of 50% of the specified local production and content target set for each item as indicated in **Annexure A** – Technical Specification and **Annexure B** – Pricing Schedule. The total percentage will be the average % between local production % and local content %.
- b) In accordance with section 2(1)(f) of the PPPFA, preference will be granted to bidders who meet the objective criteria indicated in Paragraph 6.5.2.3(a) above
- c) Where material of the items is not available, bidders must indicate on the pricing schedule the local content and production percentage, which excludes the import portion of the material that is imported and add it to the import portion percentage.



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

GOALS	POINTS
Preference points for equity ownership by historically disadvantaged Individuals (HDI) who, due to the apartheid policy that had been in place had no franchise in national elections before the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA, 1993 (Act 200 of 1993), ("the Interim Constitution") and or	2
Other specific goals (goals of the RDP, plus local manufacture) - Local Content and Production	8

- 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 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 the points claimed.
- e) The State may, before a bid is adjudicated or at any time, require a bidder to submit any relevant additional supporting documents to substantiate claims it has made about preference.
- f) Points scored will be rounded off to the nearest 2 decimals.
- g) If two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- h) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- i) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.



6.5.2.5 The following formula must be applied to calculate the number of points out of 10 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

6.5.2.6 Specific goals with Proof of equity ownership requirements and related matters

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



6.5.2.7 Specific goals in relation to procuring locally produced products

- a) Preference points for local content and production can only be claimed for the portion of the bid price of the item which is locally produced and that of the material component which is sourced locally in the Republic of South Africa. The total percentage to be considered for points will be the average of the local production % and the local content %.
- b) **Locally produced products** refer to products, which are or will be manufactured (fabricated, processed or assembled) in the Republic of South Africa. In cases where production has not yet commenced at the time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product
- c) **Local content** means that portion of the bid price represented by the costs of components, parts, or materials that have been or are still to be sourced locally (whether by the bidder or his suppliers or sub-contractors for the relevant item offered.
- d) **Imported content** means that portion of the bid price represented by the costs of components, parts, or materials that have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and
- e) Bidders must indicate in the pricing schedule (Annexure B) which product(s) [item number(s)] is/are manufactured locally and indicate the local content % of each product/item in relation to the bid price. The State may request additional information from the bidder to substantiate the points claimed against the local content and production. This may also include due diligence through manufacturing site visits.
- f) The following formula will be applied to calculate the number of points out of the points allocated to local content and production-specific goals:

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

Where:

PSLC = Points scored for local content

MLC = Maximum points allocated for Local Content

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

- g) Substantial supporting documents may be required at any point in time before and after the award of the contract. Due diligence, which includes site visits and verification through supporting documents, may be conducted in this regard to verify the local production and local content.



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

6.5.3 Items Grouped as a Series (if applicable)

- 6.5.3.1 Items that have been grouped as a series, as indicated in the pricing schedule or technical specifications, will be allocated preference points for price using the total amount of the group series.
- 6.5.3.2 Bidders are required to offer prices for all units of measure specified in the series, and for all items within a group series. Failure to give an offer for any of the items in a group series may disqualify the bidder for all the items in the group series.

6.5.4 Declaration of Product Discontinuation

- 6.5.5 Bidders are required to complete in full the **Declaration Form Annexure C** for any product offered that is in the process of being discontinued by the original product manufacturer.
- 6.5.6 Failure to disclose the above may result in the state terminating the contract for the relevant item for which the declaration was not made. The State reserve the right to institute penalty costs associated with the State having to institute alternative sourcing methods for the relevant item for which a declaration was not made.
- 6.5.7 The state reserves the right not to consider any item offered that is currently or is planned within the first 18 months of the contract to be discontinued.

6.5.8 Applicable Tax

- 6.5.8.1 All bid prices must be inclusive of all applicable taxes. All bid prices must be inclusive of fifteen per cent (15%) Value Added Tax.
- 6.5.8.2 Failure to comply with this condition may invalidate the bid.



6.5.9 Cost Breakdown

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

6.5.9.2 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 percentage of the total cost.

6.5.9.3 For Example:

Table 3: 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%

6.5.10 TCD 14 Historical Exchange Rates

6.5.10.1 In terms of cost price adjustment, bidders should make use of any relevant currency for the items offered by calculating the average for the period **1 September 2025 to 24 February 2026** using the Reserve Bank published rates for the specific currency. Bidders are to visit <https://www.resbank.co.za/> to obtain the relevant rates. Reference to **TCD 14** on the procedure to download historical exchange rates from the Reserve Bank website for instructions.

6.5.11 Responsive Bids

6.5.11.1 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: ONLINE BID SUBMISSION

- 7.2.1 Bidders must submit their bids online through the e-Tender Publication portal. Manual or hardcopy bids are not acceptable.
- 7.2.2 The online e-Tender publication portal can be accessed on the following link:
<https://www.etenders.gov.za>
- 7.2.3 The guide for online bid submission is attached as:
- a) **E-Tender Submission Guide – Transversal Contracts**, and along with
 - b) **E-Submission User Manual for Suppliers**.
- 7.2.4 Bidder must contact the e-tender call centre for any assistance regarding Online bid submission at **(012) 406 9222** or email eTenders@treasury.gov.za only during working Hours: **08:00–16:00** and working days only, **Monday to Friday**.
- 7.2.5 Bidders to adhere to all the rules for the online bid submission.
- 7.2.6 Bidders' attention is drawn to the sequential submission format as per **Table 1 - Bid Documents Checklist and Returnable**
- 7.2.7 The Pricing Schedule (Annexure B) should be in an XLSX Excel sheet format.
- 7.2.8 Non-compliance with online bid submission WILL invalidate the bidder's response.

7.3 LATE BIDS

- 7.3.1 No bids will be accepted after the closing date and time of the bid.

7.4 COMMUNICATION AND CONFIDENTIALITY

- 7.4.1 The Chief Directorate: Transversal Contracting (TC) within the Office of the Chief Procurement Officer (OCPO) may communicate with bidders where clarity is sought after the closing date and time of the bid and before the award of the transversal contract, or extend the validity period of the bid, if necessary.
- 7.4.2 Any communication to any State official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.
- 7.4.3 Whilst all due care has been taken in connection with the preparation of this bid, the National Treasury makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current, or complete. The National Treasury, and its officers, employees, and advisors, will not be liable concerning any information communicated which is not accurate, current, or complete.



- 7.4.4 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the National Treasury (other than minor clerical matters), the bidder must promptly notify the National Treasury in writing of such discrepancy, ambiguity, error or inconsistency to allow the National Treasury to consider what corrective action is necessary (if any).
- 7.4.5 Any actual discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the National Treasury will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- 7.4.6 All communication between the bidder and the National Treasury TC office must be done in writing as per the Contact Details below.
- 7.4.7 No representations made by or on behalf of the National Treasury about this bid will be binding on the National Treasury unless that representation is expressly incorporated into the contract ultimately entered into between the National Treasury and the successful bidder(s).
- 7.4.8 All persons (including all bidders) obtaining or receiving this bid and any other information in connection with this bid, or the tendering process, must keep the 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 **Bid Enquiries:** - All inquiries should be in writing to Baningi.Masilelea@treasury.gov.za / Demand.Acquisition2@treasury.gov.za. The closing date for receipt of all inquiries is **23 March 2026**. All inquiries beyond the closing date may not be responded to.

**PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS**

- 7.6 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.
- 7.7 On approval of the recommendation/s and appointment/s, the successful bidder(s) will sign an appointment letter together with the master transversal agreement for the supply and delivery of bandages and dressings 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.
- 7.8 **Tax Compliance Requirements**
- 7.8.1 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.
- 7.8.2 Bidders whose tax matters are not in order will be allowed to remedy their tax matters as per National Treasury Instruction No. 09 of 2017/2018. Should the tax matter still not be in order, the bidder will not be awarded the bid.
- 7.8.3 The Tax Compliance status requirements are also applicable to potential foreign bidders/individuals who wish to submit a bid.
- 7.8.4 Bidders must 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.
- 7.8.5 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 SARS.
- 7.9 **Multiple Award**
- 7.9.1 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 with end-user requirements. The maximum number of bidders per item to be awarded will be at the discretion of BEC.
- 7.10 **Negotiations**
- 7.10.1 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. The purpose of this phase is to ensure value for money by evaluating the relationship between the monetary cost of the goods or services and the quality and benefits provided.
- 7.10.2 The State reserves the right not to award a bid if the proposed pricing exceeds prevailing market



rates and/or is deemed unaffordable for the State.

7.11 Due Diligence

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

7.11.2 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.

7.12 Right of Award

7.12.1 The State reserves its following rights -

7.12.1.1 To award the bid in part or in full,

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

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

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

7.12.1.5 Not to accept any of the bids submitted,

7.12.1.6 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

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



SECTION C: CONDITIONS OF CONTRACT

8. CONCLUSION OF CONTRACT

- 8.1 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.
- 8.2 The Supplier (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 RT21-2026 is concerned:
- 8.2.1 Bid Documents
 - 8.2.2 Letter of Appointment
 - 8.2.3 Award Documents
 - 8.2.4 Transversal Contracting Agreement (TCA)
- 8.3 If there is any contradiction between the abovementioned documents, the special conditions of the contract shall take precedence. For Section B, the term “Supplier “shall refer to the preferred bidder appointed in terms of the RT21-2026 transversal contract.

9. PARTICIPATING STATE INSTITUTIONS

- 9.1.1 This transversal contract RT21-2026 is intended to be utilized by various organs of the State as listed below:

Table 4: Participating Government Institutions

#	DEPARTMENT NAME
1	Department of Defence
2	Department of Health: Eastern Cape
3	Department of Health: Gauteng
4	Department of Health: KwaZulu-Natal
5	Department of Health: Limpopo
6	Department of Health: Mpumalanga
7	Department of Health: North-West
8	Department of Health: Western Cape



10. POST-AWARD PARTICIPATION

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 Upon receipt of any participation request post award, the National Treasury will publish an addendum listing the institutions approved to participate in the RT21-2026 contract. Should any awarded bidder object to supplying an approved institution, the bidder must submit a written objection within seven (7) days of receiving the addendum notification.
- 10.5 National Treasury, upon receiving any participation request, will publish an addendum listing the approved institution to participate in the contracts. Notification will be sent to the awarded bidders. Should there be any objection to supply the approved institution post-award of the contract, bidders are required to send an objection in writing within 7 days of receiving notification.

11. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

11.1 Contract Administration

- 11.1.1 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 Demand.Acquisition2@treasury.gov.za
- 11.1.2 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.

11.2 Supplier Performance Management

- 11.2.1 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.

- 11.2.2 Supplier performance rating Form (to be provided by the National Treasury after the bid award) will be instituted, and every supplier must complete it to ensure good performance.
- 11.2.3 End-user State institutions are required to report to the National Treasury on where the supplier's performance is not satisfactory.
- 11.2.4 Successful suppliers will have their performance scored. The National Treasury will provide a template that will be used to measure overall performance in terms of the transversal contract. Suppliers who score an unacceptable performance rating may not be awarded future contracts of the same bid and may have the transversal contract terminated before the end of the transversal contract period.

12. CONTRACT PRICE ADJUSTMENT

12.1 Formula

- 12.1.1 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.
- 12.1.2 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.
- 12.1.3 The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

Table 5: 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 is 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. The index figure is 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.

12.2 Formula component definitions

12.2.1 Adjustable amount

12.2.1.1 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.

12.2.2 Fixed portion

12.2.2.1 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 period.

12.2.3 Cost components and proportions

12.2.3.1 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.

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

12.2.3.3 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 6 - Contract Price Adjustment Cost Components**

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

12.2.4 Applicable indices/references

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

Table 7: Applicable Indices/References

Cost component	Index Publication	Index Reference
D1 – Imported Finished product (if applicable);	Supplier/Manufacturer invoice(s)	Documentary Evidence to accompany the claim
D2 - Local Finished product (if applicable):	Supplier/Manufacturer invoice(s)	STATS SA Index / Documentary Evidence to accompany claim
D3 – Labour	STATS SA P0141 (CPI), Table E; OR Labour Agreement ²	Table E - All Items (CPI Headline) OR Labour agreement to be provided
D4 – Transport	Stats SA P0141 (CPI)	Transport
D5 – Overheads	Specify (STATS SA Index)	STATS SA Index (Specify)
D6 – Other	Specify (STATS SA Index)	STATS SA Index (Specify)

12.2.5 Base index date

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

² In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.



12.2.6 End index date.

12.2.6.1 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).

12.2.7 Price adjustment periods

12.2.7.1 Price adjustment shall be applied on an annual basis at the anniversary of the transversal contract from the commencement date of the contract.

Table 8: Price Adjustment Period

Adjustment Period	CPA application to reach the office by the following dates	End Index	Effective Dates
1 st Adjustment	12 March 2027	January 2026	01 May 2027
2 nd Adjustment	10 March 2028	January 2027	01 May 2028

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

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

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

12.2.8.3 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.

12.2.8.4 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.

12.2.8.5 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 are indicated in the table below.

Table 9: CPA Rate of Exchange

Currency Name	Rates of exchange (1 September 2025 to 24 February 2026)
US Dollar	16.89
Euro	19.75
Pound	22.64



12.2.8.6 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 2025 to 24 February 2026** using the Reserve Bank's 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.

12.2.8.7 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 10: Rate of Exchange Average Periods

Adjustment	Average exchange rates for the period	Effective Dates
1 st Adjustment	1 September 2026 to 28 February 2027	1 May 2027
2 nd Adjustment	1 September 2027 to 28 February 2028	1 May 2028

12.2.9 General

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

12.2.9.2 Application for price adjustment must be accompanied by documentary evidence in support of any adjustment.

12.2.9.3 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.

12.2.9.4 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.

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

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

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



13. DELIVERY ADHERENCE, ORDERS AND PAYMENTS

13.1 Orders

- 13.1.1 Suppliers should note that each purchasing State institution is responsible for generating the order(s) as well as the payment(s) thereof.
- 13.1.2 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).
- 13.1.3 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.
- 13.1.4 The State is under no obligation to accept any quantities which are more than the ordered quantities.

13.2 Delivery Adherence

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

13.3 Quantities

- 13.3.1 No quantities are reflected in this bid as orders will be placed based on an 'as and when required' basis, and no guarantee is given or implied as to the actual quantity/quantities which will be procured during the transversal contract period.
- 13.3.2 Orders will be placed by participating State institutions, and they will also be responsible for the payment to Suppliers for the products delivered and/or services rendered.

14. CONTINUITY OF SUPPLY

- 14.1 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:
 - 14.1.1 Industrial action,
 - 14.1.2 Manufacturing Pipeline



- 14.1.3 Any other supply challenges.
- 14.2 In terms of the General Conditions of Contract and Special Requirements and Conditions of Contract, the participating authorities reserve the right to purchase outside of the contract to meet their requirements if:
 - 14.2.1 The contracted supplier fails to perform in terms of the contract.
 - 14.2.2 The item(s) are urgently required and not immediately available; ²
 - 14.2.3 In the case of an emergency.

15. SHELF LIFE

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

16. PACKAGING AND LABELLING

16.1 Packaging

- 16.1.1 All deliveries made against this contract, in all modes of transport, are to be packed in suitable containers.
- 16.1.2 Packaging must be suitable for further dispatch, storage, and stacking according to Good Wholesaling Practice and Good Distribution Practices.
- 16.1.3 Packaging must be suitable for transportation and should prevent exposure to conditions that could adversely affect the stability and integrity of the product.
- 16.1.4 The packing must be uniform for the duration of the contract period. All products must be packed in acceptable containers, specifically developed for the product.
- 16.1.5 Where a particular stacking and storage configuration is recommended by the supplier, this should be clearly illustrated on the outer packaging.



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

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

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

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

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

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

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

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

16.2 Labelling

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

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

Table 11: Labelling details

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

16.3 Barcodes



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

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

17. PRODUCT ADHERENCE / BRAND CHANGE

17.1 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.

17.2 If the brand is discontinued and or replaced with a new model, this information ought to have been communicated and declared during the bid as per **Annexure C**

17.3 The contractor is required to submit supporting documents from the manufacturer substantiating the changes.

17.4 National Treasury reserve the right not to approve any model change applications within the first 18 months of the contract commencement period.

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

17.6 Furthermore, contractors are to take note that the price of the new model should not be higher than the current contract price of the original model.

17.7 Contractors are not allowed to deliver a new product brand other than the brand awarded to them before approval of the brand change from the National Treasury.

18. ASSIGNMENTS AND CESSIONS OF CONTRACTS AND CHANGES IN CONTRACT DETAILS

18.1 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.

18.2 Assignments of Contract

18.2.1 Assignment of a contract refers to the transfer of rights and obligations in a contract from an assignor to an assignee. The effect of this is that the Supplier 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.

- 18.2.2 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.

18.3 Cession of Contracts

- 18.3.1 Cession refers to the transfer of only the rights a Supplier 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).

- 18.3.1.1 The written request for cession must be made by the Supplier and not a third party, and the written request by the Supplier must be accompanied by the cession agreement.

18.4 Changes in the Supplier Contact Details

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

19. POST-AWARD PRODUCT COMPLIANCE PROCEDURES

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

20. REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS

- 20.1 Suppliers must ensure continuous compliance with all statutory requirements which may affect their compliance status on the Central Supplier Database managed by the National Treasury.
- 20.2 All suppliers must ensure registration on all participating institutions within 30 days of accepting the award.
- 20.3 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



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

21. MONITORING

- 21.1 Monitoring audits may be conducted periodically and randomly by the National Treasury, Participating Institutions, or by a Supplier appointed by the State to determine continuous compliance with the product and terms of the contract. The Participating Institutions, will monitor the performance of contracted suppliers and maintain a report for compliance with the terms of this contract as follows:
- 21.1.1 Compliance with delivery lead times
 - 21.1.2 Percentage of orders supplied in full first time.
 - 21.1.3 Compliance with reporting requirements according to the reporting schedule.
 - 21.1.4 Attendance of compulsory meeting: The National Treasury holds compulsory meetings with suppliers to review supplier performance. The schedules of the meetings will be sent to successful bidders.
- 21.2 The state may conduct a random audit(s) with or without prior appointment arrangements with the appointed Supplier(s).
- 21.3 The National Treasury will conduct meetings with the Participating Institutions and Suppliers to discuss transversal contracting issues.
- 21.4 The National Treasury may request Participating Institutions to impose penalties, where deemed necessary, as per Sections 21 and 22 of the General Conditions of Contract.
- 21.5 Any change in the status of supply performance during the contract period must be reported within seven (7) days of receipt of such information to the National Treasury.
- 21.6 Reporting and Supplier(s) meetings and schedules will be communicated to successful bidders.
- 21.7 All successful Suppliers are required to submit historical value and volume reports via e-mail every quarter to: TCcontracts1@treasury.gov.za.
- 21.8 Detailed reporting requirements from Suppliers will be provided to the awarded Suppliers.



22. TERMINATION

22.1 Termination of Contract

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

END