



SPECIAL CONDITIONS OF THE CONTRACT

RT275-2-2024

**SUPPLY AND DELIVERY OF SPEECH THERAPY, ASSISTIVE DEVICES,
AND ACCESSORIES TO THE STATE FOR THE PERIOD ENDING**

30 NOVEMBER 2027

**NON-COMPULSORY BRIEFING SESSION TO BE HELD VIRTUALLY ON
15 DECEMBER 2025 ON THE MICROSOFT TEAMS PLATFORM**

CLOSING DATE AND TIME OF BID

13 FEBRUARY 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. General Conditions of Contract (GCC)
- iii. Annexure A – Technical Specifications
- iv. Annexure B – Pricing Schedule
- v. Annexure C – Product Discontinuation form

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LIST OF ABBREVIATIONS

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

**DEFINITIONS**

End-User	An approved participant on the transversal contract that is responsible for placing the order and payment for procuring goods and/or services from the appointed Supplier(s).
Delivery	The process of transporting goods from a bidder's source location to a predefined destination by the participants.
Due Diligence	The investigation or exercise of care that the State conducts before and post entering into an agreement with the bidders to validate the bid responses.
Historically Disadvantaged Individuals	South African citizen: 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. Provided that a person who obtained South African citizenship on or after the coming into effect of the interim Constitution is deemed not to be an HDI.



Table 1 : Bid Documents 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: EVALUATION OF ADMINISTRATIVE REQUIREMENTS				
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 Programme	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.	SARS Tax Pin	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.	Annexure A: Technical Specification	No	Yes	
14.	Type Approval Certificate issued by ICASA (where applicable)	No	Yes	
15.	Certificate issued by SITA (where applicable)	No	Yes	
16.	TCD 13.2 Authorization Letter of Undertaking	Yes	Yes	
17.	Quality assurance certificate ISO 9001	No	Yes	
PHASE 4: PRICE & SPECIFIC GOALS EVALUATION				
18.	Pricing Schedule (Annexure B)	Yes	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



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 speech therapy, assistive devices, and accessories to the state for the period ending 30 November 2027.
- 1.2 This bid document is structured as follows:
 - 1.2.1 **Section A: Introduction and Terms of Reference**
 - 1.2.2 **Section B: Conditions of Bid**
 - 1.2.2.1 Part 1: Evaluation Criteria
 - 1.2.2.2 Part 2: Additional Bid Requirements
 - 1.2.2.3 Part 3: Recommendation and Appointment of Bidders
 - 1.2.3 **Section C: Conditions of Contract**

2. LEGISLATIVE AND REGULATORY FRAMEWORK

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

3. OBJECTIVE OF THE BID

- 3.1 To arrange the supply and delivery of speech therapy, assistive devices, and accessories to the state for the period ending 30 November 2027.
- 3.2 For the promotion of historically disadvantaged individuals (maximum 5 points) and Local Content and Production (maximum 5 points) as per the specific goals allocated in terms of



Preferential Procurement Regulations 2022 issued according to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).

- 3.3 As per section 2(1) (f) of the PPPFA, it is the objective of the bid to award bids offering goods with higher local content and production % and/or higher local value added.

4. BRIEFING SESSION

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

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

Link: MS Teams

Date: 15 December 2025

Time: 10H00

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

5. TERMS OF REFERENCE

5.1 INTRODUCTION

- 5.2 The RT275-2-2024 bid is supply and delivery of speech therapy, assistive devices, and accessories to the state for the period ending 30 November 2027.

5.3 SCOPE OF WORK

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



5.3.2 The bid consists of a total of 393 line items. The summary details are as follows:

Table 2 : Summary of Technical Specifications Categories

#	Category Name	Number of Items
1.	Assessment Tools	8
2.	Assistive Accessories	19
3.	Assistive Services	11
4.	Assistive Software	7
5.	Communication Devices	11
6.	Feeding and Oral Motor	103
7.	ICT-Based Devices and Solutions	52
8.	Laryngectomy	124
9.	Low Vision Items	3
10.	Low-Tech Communication and Literacy	2
11.	Therapy Resources	35
12.	Tracheostomy	18
Total number of items		394



SECTION B: CONDITIONS OF BID

6. PART 1: EVALUATION CRITERIA

6.1 The details of the evaluation phases are outlined below:

Table 3 : Evaluation Criteria

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

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

6.2 PHASE 1: MANDATORY REQUIREMENT

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

6.2.2 Pricing Schedule

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

6.2.2.2 Bidders are required to complete the pricing and item information on the provided pricing schedule (Annexure B) for the individual items in the response fields. It is not compulsory to offer all items in the bid, unless it is stated that the items are evaluated as a group series; in this case, the bidder must submit an offer for all the items in that group series.

6.2.2.3 Bid prices must be inclusive of all supply and delivery costs and VAT. All prices must be in South African currency (ZAR/ Rands) and rounded off to two (2) decimal places

6.2.2.4 The pricing schedule must be submitted in Excel format as provided.

6.2.2.5 Failure to submit a pricing schedule which is not completed and with no item offered at the closing date and time of bid will result in the disqualification of the bid.



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 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 5** – 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 or CSD an additional shareholding certificate issued by the relevant authority detailing the shareholding of the bidder maybe required to be submitted.
- 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.
- 6.3.1.11 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 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. The technical specification requirement evaluation is in two parts, **Part A** and **Part B**. Only items which comply with **Part A** of the evaluation requirements will be evaluated further in **Part B** of the phase 3 evaluation.

6.4.2 **Standards/Specifications**

6.4.2.1 Annexure A - Technical Specification for each item stipulates the detailed requirements for the Item. All items offered in the pricing schedule must comply with the technical specification (**Annexure A**) as stated in the bid document of each item. The confirmation that the item complies with the technical specification will be through the ample evaluation and also through another technical requirement indicated below.

6.4.2.2 Any deviation from the item specification must be indicated in the response field provided for in the pricing schedule.

6.4.2.3 In a case of deviation from the technical specification, the State may consider products which have a reasonable deviation, subject to the deviation not causing any clinical harm to the target population and users that the product is aimed at and that the functional output of the item's technical specification intended for is still achieved. This will therefore be decided upon based on the clinical judgement and expertise of the Bid Evaluation Committee. The state reserves the right not to accept any item specification deviations

PART A

6.4.3 **Warranty / Guarantee Periods and Repair of Equipment**

6.4.3.1 A minimum warranty/guarantee of 24 months is required on all electronic devices from the date of delivery. Bidders must indicate in the Pricing Schedule in the field provided the warranty period for the relevant items.

6.4.3.2 Sufficient spare parts for electronic equipment must be available for a minimum period of 5 years from when the equipment has been procured.

6.4.4 **Quality Assurance Requirements**

6.4.4.1 Bidders must submit at the closing date and time of bid, valid Quality Assurance Certificates (QAC) ISO 9001 to confirm compliance for all items. The holder of the certificates must be the original manufacturer of the product as offered by the bidder on the pricing schedule. Failure



to submit the QAC will invalidate the items for which the certificate is not submitted.

6.4.5 Certification of Information Technology Devices by State Information Technology Agency (SITA)

6.4.5.1 Where Annexure B – Pricing Schedule indicates that a SITA certificate is required, bidders must submit the certificate by no later than **28 February 2026**. Bidders are further advised that for items requiring both a SITA certificate and ICASA type approval by legislation, only the SITA certificate must be submitted, as the ICASA requirements will be addressed through the SITA certification process.

6.4.5.2 The certificate MUST be submitted via email to Lebogang.Mosuwe@treasury.gov.za/ Demand.Aquisition2@treasury.gov.za. Items which the SITA certificate is not submitted for the relevant item will be disqualified.

6.4.5.3 Bidders can refer to www.sita.co.za/prodcert.htm for details on the equipment certification process, as well as the required documents. SITA Contact Details are as follows:

6.4.5.4 Contact person: Deon Nel, Telephone number: (012) 482 2749, Email: deon.nel@sita.co.za

6.4.6 Type Approval Certificate issued by ICASA

6.4.6.1 Where Annexure B – Pricing Schedule indicates that an ICASA Type Approval Certificate is required, bidders must submit the certificate by no later than **28 February 2026**. Bidders are required to submit a Type Approval Certificate as proof of compliance with section 35 (1) of the Electronic Communications Act.

6.4.6.2 The certificate MUST be submitted via email to Lebogang.Mosuwe@treasury.gov.za/ Demand.Aquisition2@treasury.gov.za. Items which the ICASA certificate is not submitted for the relevant item will be disqualified.

6.4.6.3 Bidders should contact ICASA for information on obtaining the Type Approval Certificate at Tel: 012 568 3908 / 012 568 3993, and or Email: FCebisa@icasa.org.za and BNkgadime@icasa.org.za and/or visit the ICASA website at www.icasa.org.za.

6.4.7 International Standard Book Number (ISBN)

6.4.7.1 This requirement for ISBN applies only to items in category 11. Only items which have a valid International Standard Book Number (ISBN) in category 11 will be considered. Bidders must indicate in the Pricing Schedule in the field provided the ISBN Number for the relevant items.



6.4.8 TCD 13.2 Authorization Letter of Undertaking

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

- a) List of item(s), item number, brand name and item description.
- b) Letter must be on a letterhead of a third party, dated and signed,
- c) The letter must be from the manufacturer of the relevant items
- d) Letter must not be older than 60 days at the closing date and time of the bid,
- e) Have the contact person's name, physical and postal address, telephone, and email details, and
- f) All information on the letter must be in English.

6.4.8.2 In the case where the authorization letter is issued by an importer or a distributor, a letter needs to be provided from the manufacturer to confirm that the distributor or importer is authorized by the manufacturer to distribute or import their products. This needs to be included as part of the authorization letter from the distributor or importer to the bidder. At the time of the bid closing, the letter of undertaking and any supporting documentation must be submitted together with the bid.

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

6.4.8.4 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.

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

PART B

6.4.9 **NB:** Only items that complied with **Phase 3 Part A** above will be evaluated in **Phase 3 Part B** of the technical specification requirements evaluation. The requirements for **Part B** are as follows:



6.4.10 **Samples Submission for Visual Screening Evaluation**

- 6.4.10.1 Only items that comply with **Phase 3 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 will invalidate the items for which the samples are not submitted.
- 6.4.10.2 All items must comply with technical specifications as provided in this bid, as stated in Annexure A - Technical Specification details of each item. Failure to comply will invalidate the items concerned.
- 6.4.10.3 The submitted sample must be the same brand and produced by the same manufacturer specified for the relevant item in the pricing schedule. Any samples that do not meet this requirement, including those from different manufacturers or brands, will be disqualified.
- 6.4.10.4 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.
- 6.4.10.5 Where applicable, the BEC may subject any of the samples required to applicable clinical evaluations, applications, or tests at any State facility to verify compliance with the technical specifications. In this case, this will be arranged with the bidder.

6.4.11 **Sample Submission –**

- 6.4.11.1 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.
- 6.4.11.2 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.
- 6.4.11.3 Where different sizes of the same item are called for against different item numbers, samples of each size must be submitted.
- 6.4.11.4 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.



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

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

6.4.12 **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.

6.4.13 **Guide on how to submit samples.**

- a) It is preferred that bidders align the bid specification requirements with the manufacturer's technical specification. For this purpose, bidders should highlight the bid specification requirements on the technical specification provided by the manufacturer. Samples whose specification compliance is not verifiable on the manufacturer's technical sheet will be disqualified for the relevant item.

6.4.14 **Manufacturers' Technical Specification-Brochures –**

6.4.14.1 Bidder will be required to submit with the samples an original manufacturer's technical specification (brochure) for all devices/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.

6.4.14.2 The submission of the brochure must be in the form of **Hard Copies and on a flash drive/USB drive**. Only shortlisted items will be required to be submitted. The date and venue where the document will be submitted will be communicated to the shortlisted bidders for the relevant items.

6.4.15 **Marking of Samples** - Samples must be marked with the bid number, item number(s) as per the Technical Specification, brand/model name, company name, and contact details. Unmarked samples will be disregarded and will not be evaluated.

6.4.16 **Collection of all samples** – Bidders will be informed of the date and time for which samples must be collected. This date may be immediately after the evaluation has been finalized. Bidders must take note that samples may not be in the same condition as when they were submitted due to the methods that may have been applied when evaluating the product.



Samples not collected within the communicated periods and time frames will be disposed of at the discretion of the State, and the National Treasury bears no risk for uncollected samples.

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 this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof. Bidders are required to complete a mandatory Pricing Schedule in response to how much the items offered will be charged.
- 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 The Pricing Schedule (**Annexure B**) must be submitted with the bid document and in an Excel spreadsheet at the closing date and time of the bid.
- 6.5.1.7 If a bidder wishes to submit multiple brands for the same item, each brand must be submitted on a separate line, using the same item number as alternative offers.
- 6.5.1.8 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.

6.5.2 **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 price out 90:

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

Where,

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

P_t = Comparative price of a bid under consideration

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

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

Table 4 : Specific Goals

GOALS	POINTS
HDI (Historically Disadvantaged Individuals: 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
Other specific goals (goals of the RDP- plus local manufacture) Local Manufacturing (locally produced product)	5

- The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.
- SBD 6.1:** Bidders are required to complete the SBD 6.1 and 6.1(a) forms to claim preference points. Only a bidder who has completed and signed the declaration part of the SBD 6.1 and 6.1(a) preference points claim forms will be considered for preference points.
- 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.
- Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender will not be allocated with the points claimed.



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

6.5.2.4 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

6.5.2.5 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.

6.5.2.6 Specific goals in relation to procuring locally produced products

- a) 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
- b) Local content means that portion of the bid price, that is not included in imported content, provided that local manufacture does take place.
- c) 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.
- d) 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 for the bidder to substantiate the points claimed against the local content and production. This may also include due diligence through manufacturing site visits.
- e) 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 for product offered

- f) 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.
- g) 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 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 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.

6.5.4 Cost Breakdown

- 6.5.4.1 Bidders are requested to submit the cost breakdown of their pricing for each item offered in the response fields allocated on the pricing schedule for each item offered. The cost breakdown submitted will be utilized during the price adjustment considerations.
- 6.5.4.2 Bidders should itemize the cost of each item into various components which are cost-drivers. The cost needs to be broken down into direct and indirect costs. Each cost driver should be assigned a percentage of the total cost.

Table 5 : Example of Cost Breakdown



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

6.5.5 TCD 14 Historical Exchange Rates

6.5.5.1 In terms of cost price adjustment, bidders should make use of any relevant currency for the items offered by calculating the average for the period **1 July 2025 to 31 December 2025** using the Reserve Bank's 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.

6.5.6 Responsive Bids

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

6.5.7 DECLARATION OF PRODUCT DISCONTINUATION

6.5.7.1 Bidders are required to complete in full the **Declaration form Annexure C** for any product offered that is in the process or is planned to be discontinued by the original product manufacturer. 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.

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



7. 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 Hardcopy bids are not acceptable.
- 7.2.1.3 The online eTender publication portal can be accessed on the following link: <https://www.etenders.gov.za/>
- 7.2.1.4 The guide for online bid submission is attached as **E-Tender Submission Guide – Transversal Contracts**, and along with the **E-Submission User Manual for Suppliers**.
- 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 in Table 1.
- 7.2.1.7 The Pricing Schedule (Annexure B) should be in an XLSX Excel sheet 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 received after the closing date and time will **NOT** be accepted for consideration.

7.4 COMMUNICATION AND CONFIDENTIALITY

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



of such discrepancy, ambiguity, error or inconsistency to allow the National Treasury to consider what corrective action is necessary (if any).

- 7.4.5 Any actual discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the National Treasury will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- 7.4.6 All communication between the bidder and the National Treasury TC office must be done in writing as per the Contact Details below.
- 7.4.7 No representations made by or on behalf of the National Treasury about this bid will be binding on the National Treasury unless that representation is expressly incorporated into the contract ultimately entered 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 **General:** - National Treasury, Office of the Chief Procurement Officer, Chief Directorate: Transversal Contracting, Private Bag x115, Pretoria, 0001. Physical address: 40 Madiba Street, Pretoria.
- 7.5.2 **Bid Enquiries:** - All inquiries should be in writing to Lebogang.Mosuwe@treasury.gov.za / Demand.Acquisition2@treasury.gov.za. The closing date for receipt of all inquiries is **11 February 2026**. All inquiries beyond the closing date will not be considered.
- 7.5.3 **E-tender Enquiries** – for any online submission, bidders must contact E-tender support as follows: **Email:** etenders@treasury.gov.za; **Phone:** 012 406 9222. Please note that E-tender support is available only during working days, Monday through Friday, within working hours, **08:00–16:00**.

**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 master transversal agreement for the supply and delivery of speech therapy, assistive devices, and accessories to the state for the period ending 30 November 2027 and the unsuccessful bidder(s) will be informed accordingly.

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

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

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 service.



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 in part.
- 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.



SECTION C: CONDITIONS OF CONTRACT

9. CONCLUSION OF CONTRACT

- 9.1 The Contract between National Treasury and the preferred bidder/s (Service Provider), collectively referred to as the Parties, shall come into effect after the service provider has been issued with an unconditional letter of acceptance to their bid.
- 9.2 The Service Provider (s) shall be appointed in terms of this bid. The following will form part of the contract documents between the Parties as far as this RT275-2-2024 is concerned:
- 9.2.1 Bid Documents
 - 9.2.2 Letter of Appointment
 - 9.2.3 Award Documents
 - 9.2.4 Transversal Contracting Agreement (TCA)
- 9.3 If there is any contradiction between the abovementioned documents, the special conditions of the contract shall take precedence. For Section B, the term “service provider “shall refer to the preferred bidder appointed in terms of the RT275-2-2024 transversal contract.

10. PARTICIPATING STATE INSTITUTIONS

- 10.1.1 This transversal contract RT275-2-2024 is intended to be utilized by various organs of the State as listed below:

Table 6 : Participating State Institutions

#	DEPARTMENT NAME
1	Department of Defence
2	Gauteng Department of Health
3	Eastern Cape Department of Health
4	Western Cape Department of Health
5	Kwa-Zulu Natal Department of Health
6	Limpopo Department of Health
7	Western Cape Department of Health
8	Gauteng Department of Education
9	Northern Cape Department of Education
10.	Free State Department of Health

11. POST-AWARD PARTICIPATION

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



- 11.2 In terms of Treasury Regulation 16A6.5 Accounting Officer/Accounting Authority of National and Provincial departments, constitutional institutions, and public entities listed in schedules 1, 3A, and 3C to the PFMA may opt to participate in a transversal contract facilitated by the relevant treasury.
- 11.3 Regulation 32 of the Municipal SCM Regulations provides that a Supply Chain Management policy may allow the accounting officer to procure goods or services for a municipality or municipal entity under a contract secured by another organ of the state.

12. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

12.1 Contract Administration

- 12.1.1 The administration and facilitation of the transversal contract is the responsibility of the National Treasury and all correspondence in this regard must be directed to the Transversal Contracting Department via email on TCcontracts2@treasury.gov.za
- 12.1.2 Suppliers must advise the Chief Directorate: Transversal Contracting, National Treasury immediately when unforeseeable circumstances will adversely affect the execution of the transversal contract. Full particulars of such circumstances as well as the period of delay must be furnished.

12.2 Supplier Performance Management

- 12.2.1 Supplier performance management will be the responsibility of the purchasing institution and where supplier performance disputes cannot be resolved between the supplier and the relevant purchasing institution, National Treasury: Transversal Contracting must be contacted for corrective actions.
- 12.2.2 Supplier performance rating Form (to be provided for by the National Treasury after the bid award) will be instituted, and every supplier must complete it to ensure good performance.
- 12.2.3 End-user State institutions are required to report to the National Treasury on where supplier's performance is not satisfactory.
- 12.2.4 Successful suppliers will have their performance scored. 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.



13. CONTRACT PRICE ADJUSTMENT

13.1 Formula

- 13.1.1 Prices submitted for this bid will be regarded as non-firm and may be subject to adjustment(s) in terms of the following formula, defined areas of cost and defined periods.
- 13.1.2 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.
- 13.1.3 The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

Table 7 : Contract Price Adjustment Formula

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

13.2 Formula component definitions

13.2.1 Adjustable amount

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

13.2.2 Fixed portion

- 13.2.2.1 The fixed portion represents those costs that will not change over the adjustment period and



do NOT represent the profit margin. In this bid, the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150, which will remain fixed over the contract period.

13.2.3 Cost components and proportions

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

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

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

Table 8: Contract Price Adjustment Cost Components

Cost Component	% Contribution
D1 – Imported Raw Material / Finished product	
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

13.2.4 Applicable indices/references

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

**Table 9 : Applicable Indices/ References**

Cost component	Index Publication	Index Reference
D1 – Imported Finished product (if applicable);	Reserve Bank ROE publication	Reserve Bank Average ROE
D2 - Local Finished product (if applicable);	States SA PPI 142.1 Table 1	Table 1 – PPI for final manufactured goods
D3 – Labour	STATS SA P0141 (CPI), Table E; OR Labour Agreement ²	Table E - All Items (CPI Headline) OR Labour agreement to be provided/ Regulated Pricing Adjustment
D4 – Transport	Stats SA P0141 (CPI) Table E	Transport – Other Running Cost
D5 – Overheads	STATS SA Index Only	STATS SA Table (Specify)
D6 – Other	STATS SA Index Only	STATS SA Table (Specify)

13.2.5 Base index date

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

13.2.6 End index date.

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

13.2.7 Price adjustment periods

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

Table 10 : Price Adjustment Periods

Adjustment Period	CPA application to reach the office by the following dates	End Index	Dates from which adjusted prices will become effective
1 st Adjustment	22 February 2027	December 2026	1 April 2027

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

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

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

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



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

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

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

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

Table 11 : CPA Rate of Exchange

Currency Name	Average Rates of exchange: 1 July 2025 to 31 December 2025
Euro	20,28
US Dollar	17,40
Pound	23,30

13.2.8.6 Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period **1 July 2025 to 31 December 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.

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

Table 12 : Rate of Exchange Average Periods

Adjustment	Average exchange rates for the period:
1 st Adjustment	1 August 2026 to 31 January 2027

13.2.9 General

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

13.2.9.2 Application for price adjustment must be accompanied by documentary evidence in support



of any adjustment.

- 13.2.9.3 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.
- 13.2.9.4 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.
- 13.2.9.5 Bidders are referred to in the paragraph regarding counter conditions.
- 13.2.9.6 An electronic price adjustment calculator will be available on request from Transversal Contracting.
- 13.2.9.7 The State reserves the right to negotiate a price adjustment or not to grant any price adjustment.

14. ORDERS AND PAYMENT FOR SUPPLIES AND SERVICES

14.1 General

- 14.1.1 Suppliers should note that each individual participating department/institution is responsible for generating the orders as well as the payments thereof.
- 14.1.2 Suppliers should note that the orders will be placed as and when required during the transversal contract period and delivery points will be specified by the relevant participating department/institution.
- 14.1.3 The point of delivery will be as per the address specified by the end user department or for collection at the identified supplier or fitment centre.
- 14.1.4 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the supplier deviate from the orders issued by the participating department/institution.
- 14.1.5 The State is under no obligation to accept any quantity which is in excess of the ordered quantity.
- 14.1.6 The service provider shall furnish the End User with a certified correct invoice and signed proof of delivery in order to effect payment.
- 14.1.7 Suppliers are requested to ensure that the request for quotation is legitimate to circumvent fraudulent orders.



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



- 14.2.7 The supplier will have to notify National Treasury, National Department of Transport, and the end users on the transversal contract in the event that certain makes and items are no longer available or when there is a shortage of stock and the anticipated time frames for it to become available.
- 14.2.8 The State reserves the following right:
- 14.2.9 To order from a lower-ranked tyre where the higher awarded item does not meet the requirements of the end user in terms of the speed, ply, and load rating.
- 14.2.10 To order from a lower-ranked supplier, where the total cost of the services required for
- i) Tyre Price and delivery cost, fitment, balancing and valve or
 - ii) Tyre price and delivery cost, fitment, balancing, alignment, and valve are where the price is less than that of the higher-ranked supplier.
- 14.2.11 The end user department will be allowed to procure outside of the contract if the item is not available on the contract.
- 14.2.12 Should an item not be awarded/available in the province, the end users will be allowed to procure the same item awarded in another province at the awarded price.
- 14.3 **Delivery Adherence**
- 14.3.1 Delivery of items must be made as per the instructions appearing on the official purchase order forms issued by purchasing State institutions.
- 14.3.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been affected.
- 14.3.3 In respect of items awarded, Suppliers must adhere strictly to the delivery lead times quoted in their bids.
- 14.3.4 Deliveries not complying with the purchase order forms will be returned to the Supplier(s) at the Supplier's expense.

15. CONTINUITY OF SUPPLY

- 15.1 The supplier must maintain sufficient stock to meet demand throughout the contract and inform the National Treasury at first knowledge of any circumstances that may result in interrupted supply, including but not limited to:
- 15.1.1 Industrial action,
 - 15.1.2 Manufacturing Pipeline
 - 15.1.3 Any other supply challenges.



15.2 In terms of the General Conditions of Contract and Special Requirements and Conditions of Contract, the participating authorities reserve the right to purchase outside of the contract to meet their requirements if:

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

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

15.2.3 In the case of an emergency.

15.3 Changes in the Service Provider Contact Details

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

16. SHELF LIFE

16.1 All products must have a shelf-life of at least 18 months years on manufacturing, and all products must have a remaining shelf life of at least 12 months upon delivery.

16.2 Participating Institutions may, without prejudice, decline to accept a product with a shelf-life of less than 12 months.

16.3 Suppliers may make written applications to the purchasing institution to deliver goods with a shorter shelf-life, provided such applications are accompanied by an undertaking that unused short-dated stock shall be unconditionally replaced before or after expiry.

16.4 Any delivery of short, dated supplies without prior written approval must be collected by the respective suppliers at their own cost.

16.5 Any participating institution may, without prejudice, decline written applications to deliver short, dated stock.

17. PACKAGING AND LABELLING

17.1 Packaging

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

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

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

17.1.4 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.



- 17.1.5 Where a particular stacking and storage configuration is recommended by the supplier, this should be clearly illustrated on the outer packaging.
- 17.1.6 Where the contents of the shipper pack represent a standard supply quantity of an item, the following must be adhered to:
- 17.1.7 Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering
- 17.1.8 The contents must be packed in neat, uniform rows and columns that will facilitate easy counting when opened.
- 17.1.9 Where the contents of a shipper pack represent a non-standard supply quantity, the following must be adhered to:
- 17.1.9.1 Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering.
- 17.1.9.2 The shipper pack must contain only one product; mixing of multiple items in a single shipper is not allowed.
- 17.1.9.3 The outer packaging must be clearly marked as a "Part Box".
- 17.1.9.4 Suppliers must ensure that products delivered are received in good order at the point of delivery.
- 17.2 Labelling**
- 17.2.1 All containers, packing and cartons must be clearly labelled. Bulk packs must be labelled in letters not less than font size 48.
- 17.2.2 The following information must be clearly and indelibly printed on all shelf and shipper packs, including any part boxes packaging in at least English language:

Table 13 : Labelling details

#	Details
1.	Proprietary name (if applicable)
2.	Name of the product
3.	A Product code as relevant
4.	The trade name or trademark of the manufacturer
5.	Size of the product
6.	Quantity of the contents
7.	Name of manufacturer



#	Details
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.

17.3 Barcodes

- 17.3.1 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.
- 17.3.2 Suppliers are encouraged to include a 2D barcode or similar on their packaging that will include the brand name, batch number and expiry date.

18. ASSIGNMENTS AND CESSIONS OF CONTRACTS AND CHANGES IN CONTACT 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 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.
- 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 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).
- 18.3.2 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.

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

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

20. REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS

- 20.1 Suppliers must ensure continuous compliance with all statutory requirements which may affect their complying status on the Central Supplier Database managed by the National Treasury.
- 20.2 Failure to meet this requirement will result in an inability to process orders and payments for goods.

21. MONITORING

- 21.1 Monitoring audits may be conducted periodically and randomly by the National Treasury, Participating Institutions, and or by a service provider appointed by the State to determine continuous compliance with the product and terms of the contract. The Participating Institutions, will monitor the performance of contracted suppliers and maintain a report for compliance with the terms of this contract as follows:
- 21.1.1 Compliance with delivery lead times
- 21.1.2 Percentage of orders supplied in full first time.
- 21.1.3 Compliance with reporting requirements according to reporting schedule.
- 21.1.4 Attendance of compulsory meeting: The National Treasury compulsory meetings with suppliers to review supplier performance. The schedules of the meetings will be sent to successful bidders.
- 21.2 The state may conduct a random audit(s) with or without prior appointment arrangements with the appointed Supplier(s).
- 21.3 The National Treasury will conduct meetings with the Participating Institutions and Suppliers to discuss transversal contracting issues.
- 21.4 The National Treasury may request Participating Institutions to impose penalties, where deemed necessary, as per Sections 21 and 22 of the General Conditions of Contract.



- 21.5 Any change in the status of supply performance during the contract period must be reported within seven (7) days of receipt of such information to the National Treasury.
- 21.6 Reporting and Supplier(s) meetings and schedules will be communicated to successful bidders.
- 21.7 All successful Suppliers are required to submit historical value and volume reports via e-mail every quarter to: TCcontracts1@treasury.gov.za / TCcontracts2@treasury.gov.za
- 21.8 Detailed reporting requirements from Suppliers will be provided to awarded Suppliers.

22. TERMINATION

- 22.1 The State shall be entitled to terminate this agreement if one or more of the following occur:
- 22.1.1 The Supplier decides to transfer the contract or cede the contract.
- 22.1.2 The supplier does not honour contractual obligations including the submission of information.
- 22.1.3 The supplier is provisionally or finally liquidated, making it impossible for the supplier to perform its functions in terms of this transversal contract.
- 22.1.4 The supplier enters settlement arrangements with their creditors.
- 22.1.5 The supplier commits an act of insolvency.
- 22.1.6 If the supplier is a member of an unincorporated joint venture or consortium and the membership of such joint venture or consortium changes.
- 22.1.7 There is a change in ownership of the supplier that has the effect that over 50% ownership of the Supplier belongs to the new owner without prior written approval of the State.
- 22.1.8 Overall poor performance rating during the contract period

END