SPECIAL CONDITIONS THE CONTRACT

RT9-2027

SUPPLY AND DELIVERY OF SPECIALISED PRODUCTS FOR INFANT FEED, COMPLETE ENTERAL FEEDS FOR PAEDIATRICS AND ADULTS, ENTERAL FEED SUPPLEMENTS, OTHER NUTRITIONAL SUPPLEMENTS AND TUBE FEEDING SYSTEMS TO THE STATE FOR THE PERIOD OF 36 MONTHS

NON-COMPULSORY BRIEFING SESSION TO BE HELD VIRTUALLY ON 30 NOVEMBER 2026 ON THE MICROSOFT TEAMS PLATFORM

CLOSING DATE AND TIME OF BID: 14 DECEMBER 2026 AT 11H00

BID VALIDITY PERIOD: 180 DAYS

National Treasury

Transversal Contracting

Table of Content

LIST OF ATTACHMENTS AND ANNEXURES 3

LIST OF TABLES 3

LIST OF ABBREVIATIONS 4

DEFINITIONS 6

BID DOCUMENT CHECKLIST AND RETURNABLE 7

SECTION A: INTRODUCTION AND TERMS OF REFERENCE 9

DESCRIPTION AND FORMAT OF THE BID 9

LEGISLATIVE AND REGULATORY FRAMEWORK 9

OBJECTIVE OF THE BID 10

BRIEFING SESSION 10

TERMS OF REFERENCE 11

SECTION B: CONDITIONS OF BID 12

PART 1: EVALUATION CRITERIA 12

PART 2: ADDITIONAL BID REQUIREMENTS 31

PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS 35

SECTION C: CONDITIONS OF CONTRACT 37

CONCLUSION OF CONTRACT 37

PARTICIPATING STATE INSTITUTIONS 37

POST-AWARD PARTICIPATION 38

CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES 38

CONTRACT PRICE ADJUSTMENT 38

DELIVERY ADHERENCE, ORDERS AND PAYMENTS 43

ITEM REQUIREMENTS 47

CONTINUITY OF SUPPLY 48

PACKAGING AND LABELLING 49

ASSIGNMENTS AND CESSIONS OF CONTRACTS AND CHANGES IN CONTACT DETAILS 50

POST-AWARD PRODUCT COMPLIANCE PROCEDURES 51

REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS 51

MONITORING 51

TERMINATION 52

TERMINATION OF CONTRACT 52

TERMINATION OF LEASES 53

LIST OF TABLES

Table 1: Bid Document Checklist and Returnable 7
Table 2: Summary of Technical Specifications Categories 11
Table 3: Evaluation Criteria 12
Table 4: Certificate Required 13
Table 5: Specific Goals 22
Table 6: Example of Cost Breakdown 25
Table 7: Participating Government Institutions 34
Table 8: Contract Price Adjustment Formula 36
Table 9: Contract Price Adjustment Cost Components 37
Table 10: Applicable Indices/References 38
Table 11: Price Adjustment Period 39
Table 12: CPA Rate of Exchange 39
Table 13: Rate of Exchange Average Periods 40
Table 14: Labelling details 48
Table 15: Product Change Application Dates 52

LIST OF ABBREVIATIONS

Abb	Full Name
BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
CPA	Contract Price Adjustment
CE	Conformité Européenne
CSD	Central Supplier Database
ECSA	Engineering Council of South Africa
GCC	General Conditions of Contract
OCPO	Office of the Chief Procurement Officer
ICASA	Independent Communications Authority of South Africa
SBD	Standard Bidding Document
SARS	South African Revenue Services
SCC	Special Conditions of Contract
SCADA	Supervisory Control and Data Acquisition
SCM	Supply Chain Management
STS	Standard Transfer Specification
TC	Transversal Contract
TCD	Transversal Contract Document
TIC	Tender Information Centre
TID	Token Identifier
PFMA	Public Finance Management Act
PPPFA	Preferential Procurement Policy Framework Act
QC	Quality Control
RIC	Receiver in Canal
RoE	Rate of Exchange
VAT	Value-Added Tax

LIST OF ATTACHMENTS AND ANNEXURES

i. Standard Bidding Documents (SBD's)

ii. Transversal Contracting Documents (TCD's)

iii. General Conditions of Contract (GCC)

iv. Annexure A -Technical Specification

v. Annexure B - Pricing Schedule

vi. Annexure C - Nutritional Analysis Summary Report

vii. Annexure D - Declaration of Reformulation & Discontinued items

viii. Annexure E - The guide for online bid submission

DEFINITIONS

Container-closure systems	Is defined as the sum of packaging components that together contain and protect the product. This includes primary packaging components and secondary packaging components if the latter are intended to provide additional protection (e.g. light barrier) to the product. These container-closure systems may be presented as a tin, can, tetra pack, bottle or re-sealable pouch as per the stipulations of the specification.
Hermetically sealed package	Means an unopened container which forms an airtight closure, which is impervious to liquid and cannot be opened without breaking or damaging such package to safeguard the hygienic and other qualities of the product.
Hazard Analysis and Critical Control Points (HACCP)	Means a systematic preventive approach to food safety and pharmaceutical safety that addresses physical, chemical, and biological hazards as a means of prevention rather than finished product inspection. HACCP is used in the food industry to identify potential food safety hazards, so that key actions, known as Critical Control Points (CCP's) can be taken to reduce or eliminate the risk of the hazards being realized. The system is used at all stages of food production and preparation processes, including packaging, distribution, etc.
Prebiotics	Means a non-digestible carbohydrate food component or ingredient with a degree of polymerization between 2 to 60, which has a beneficial effect on the host's health by selectively stimulating the growth and metabolic activities of one or a limited number of beneficial, indigenous, intestinal bacteria, thus improving the host's intestinal balance.
Probiotic	Means live bacteria indigenous to the human intestinal tract, which, when consumed in adequate numbers, beneficially affect the health and functioning of the host's intestinal tract by modulating mucosal and systemic immunity as well as improving the nutritional and microbial balance and are therefore considered a dietary adjuvant and are added to foodstuffs for their prophylactic and health enhancing properties;
Probiotic bacteria	Means bacterial strains selected mainly from the general Lactobacillus and Bifidobacterium for which no drug or antibiotic resistance has been reported in independent studies published in credible, acceptable, peer-reviewed scientific journals, and these strains can be used in Biotherapeutics for therapeutic purposes or added to foodstuffs for their prophylactic and health-enhancing properties;

BID DOCUMENT CHECKLIST AND RETURNABLE

Table 1: Bid Document Checklist and Returnable

#	Document Name1	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	
2.	Quality Standards Certificate	No	Yes	
PHASE 2: ADMINISTRATIVE REQUIREMENTS EVALUATION				
3.	SBD 1 Invitation to Bid	Yes	Yes	
4.	Proof of authority must be submitted as per SBD 1	No	Yes	
5.	SBD 4 Bidder's Disclosure	Yes	Yes	
6.	SBD 5 National Industrial Participation Program	Yes	Yes	
7.	SBD 6.1 – Preference points claim form.	Yes	Yes	
8.	TCD 13 Authorization Declaration	Yes	Yes	
9.	TCD 13.1 List of goods or services offered	Yes	Yes	
10.	Written confirmation for disclosing tax status by SARS	No	Yes	
11.	Central Supplier Database Report	No	Yes	
12.	CIPC Company Registration Documents	No	Yes	
13.	Copy of Identity Documents of the Owners and Directors	No	Yes	
PHASE 3: TECHNICAL COMPLIANCE EVALUATION				
	PART A			
14.	Detailed Technical Specifications (Annexure A)	Yes	Yes	
15.	TCD 13.2 Authorization Letter of Undertaking	Yes	Yes	
	PART B			
16.	Laboratory Analysis Reports	No	Yes	

#	Document Name1	Included in the published bid document?	To be returned by the bidder?	Bidder to tick Yes if the document is submitted
17.	Nutritional Analysis	No	Yes	
18.	Microbial Report	No	Yes	
19.	Stability/Shelf-life Report	No	Yes	
20.	Nutritional Analysis Summary Report (Annexure C)	Yes	Yes	
21.	Product Labels and Picture	No	Yes	
22.	Sample submission for visual screening	No	Yes	
PHASE 4: PRICE & SPECIFIC GOALS EVALUATION				
23.	Pricing Schedule (Annexure B)	Yes	Yes	
24.	Proof of Business Shareholding/Ownership	No	Yes	
25.	Local Content and Production Documents	Yes	Yes	
26.	Declaration of Reformulation & Discontinued items (Annexure D)	Yes	Yes	
OTHER BID DOCUMENT REQUIREMENTS				
27.	Company Profile	No	Yes	
28.	Special Conditions of Contract	Yes	Yes	
29.	General Condition of Contract	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 specialised products for infant feeds, complete enteral feeds for paediatrics and adults, enteral feed supplements, other nutritional supplements and feeding systems 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

1.2.3 Part 1: Evaluation Criteria

1.2.4 Part 2: Additional Bid Requirements

1.2.5 Part 3: Recommendation and Appointment of Bidders

1.2.6 Section C: Conditions of Contract

LEGISLATIVE AND REGULATORY FRAMEWORK

1.3 This bid and all contracts emanating therefrom will be subject to:

1.4 General Conditions of Contract

1.4.1 Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) as well as the

1.4.2 Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 regulations.

1.5 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.

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

a. Products offered must comply with the Foodstuffs, Cosmetics, and Disinfectants Act, 1972 (ACT 54 of 1972) including the latest Regulations. Products offered must comply with the latest revision of the relevant Codex Alimentarius Standards where applicable.

b. 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;

2. OBJECTIVE OF THE BID

2.1 To arrange the RT9-2027 transversal contract for the supply and delivery of specialised products for infant feeds, complete enteral feeds for paediatrics and adults, enteral feed supplements, other nutritional supplements and feeding systems to the state for the period of 36 months.

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

2.3 In accordance with section 2(1)(f) of the PPPFA, preference will be granted to bidders whose offered goods have 50% or more of local production and content. This is subject to the bidder's compliance with Phases 1–3 of the evaluation criteria.

3. BRIEFING SESSION

3.1 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:

Venue:	Virtual Microsoft Teams **meeting.**
Please click on this link:	**RT9-2027 Briefing Session**
Date:	30 November 2026
Time:	12h00 pm

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

4. TERMS OF REFERENCE

4.1 INTRODUCTION

4.1.1 The RT9-2027 bid is for the supply and delivery of specialised products for infant feeds, complete enteral feeds for paediatrics and adults, enteral feed supplements, other nutritional supplements and feeding systems to the state for the period of 36 months.

4.2 TECHNICAL SPECIFICATIONS REQUIREMENTS

4.2.1 The detailed technical specification requirements are as per Annexure A for the bid for the supply and delivery of specialised products for infant feeds, complete enteral feeds for paediatrics and adults, enteral feed supplements, other nutritional supplements and feeding systems to the State. The bid consists of eight (8) of categories with a total of hundred and thirty-one (131) number of line items. The summary details are as follows:

Table 2: Summary of Technical Specifications Categories

#	CATEGORY	CATEGORY DESCRIPTION	# ITEMS IN THE CATEGORY
1	RT9-01	Infant Feeds	29
2	RT9-02	Paediatric Feeds	17
3	RT9-03	Adult Feeds	48
4	RT9-04	Modular Feeds	9
5	RT9-05	Other Feeding Products	7
6	RT9-06	Nutrition products for the management of severe acute malnutrition for children 6 months-5 years of age	6
7	RT9-07	Nutrition supplements for malnourished patients	10
8	RT9-08	Feeding Systems	5
TOTAL NUMBER OF ITEMS IN THE BID			**131**

SECTION B: CONDITIONS OF BID

5. PART 1: EVALUATION CRITERIA

5.1 The details of the evaluation phases are outlined below:

Table 3: 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

5.1.1 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.

5.2 PHASE 1: MANDATORY REQUIREMENTS

5.2.1 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 during this phase.

5.2.2 **Pricing Schedule**

5.2.3 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.

5.2.4 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 for the items offered.

5.2.5 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 non-submission of the Pricing Schedule (Annexure B) at the closing date and time of the bid will invalidate the bid response.

5.2.6 Bid prices must be in ZAR (Rands), and must be inclusive of all costs (supply, delivery and offloading), and inclusive of VAT and all other applicable taxes.

5.2.7 The pricing for this bid is required to be on a national level. The pricing schedule must be submitted as an Excel file, and the amount offered must be rounded to two (2) decimal places.

5.2.8 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; however, indicate in the pricing schedule as an alternative offer 2 and so on.

5.2.9 **Quality Standard Certificates**

5.2.10 Bidders are required to submit valid quality management system certificates as per the options indicated in the table below for the items offered. The certificates must cover the manufacturing premises, warehouse, and distribution of the original manufacturer of the items offered.

Table 4: Certificate Required

OPTION #	QUALITY STANDARD CERTIFICATES
Option 1	1. The latest ISO 10330 / SANS 10330 –Hazard Analysis and Critical Control Points Certificate 2. The latest ISO 9001 / SANS 9001 - Quality Management Systems Certificate 3. Certificate of Acceptability (Issued by local municipality)
Option 2	1. The latest ISO 22000 - Food Safety Management Systems Certificate 2. Certificate of Acceptability (Issued by local municipality)
Option 3	1. The latest FSSC 22000 - Food Safety System Certificate 2. Certificate of Acceptability (Issued by local municipality)
Option 4	1. Good Manufacturing Practices Certificate (Issued by SAHPRA)

5.2.10.1 The certificate(s) must belong to and be in the name of the original manufacturer of the product listed for the product offered in the pricing schedule. Where a bidder offers products from more than one manufacturer, valid certificates must be provided for each manufacturer.

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

5.2.10.3 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.

5.2.10.4 Bidders must ensure that they submit all certificates required in the options they choose above. Failure to submit all required certificates for the options the bidder has chosen will invalidate the items for which compliance is not met.

5.2.10.5 **The Certificate of Acceptability -** Must be as per Regulation 638 of the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972), which governs the general hygiene requirements for food premises, storage and the transport of food and related matters. The certificate must be issued by the relevant local municipality as required in the regulation. The certificate of acceptability must be valid at the closing date of the bid and must cover the following minimum information:

I. Manufacturing facilities

II. Warehousing facilities and

III. Freight forwarders and transporters of the product

5.3 PHASE 2: ADMINISTRATION AND LEGISLATION REQUIREMENTS EVALUATION

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

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

5.3.3 **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.

5.3.4 **SBD 4 –** Bidders Disclosure

5.3.5 **SBD 5 –** The National Industrial Participation Programme

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

5.3.7 **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.

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

5.3.9 **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.

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

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

5.3.12 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.

5.4 PHASE 3: TECHNICAL SPECIFICATION REQUIREMENTS

5.4.1 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 disqualification of the relevant line item being evaluated.

5.4.2 The technical specification requirements evaluation is in two parts, Part A and Part B. Only items which comply with Part A of the evaluation requirements will be evaluated further in Part B of Phase 3 evaluation.

5.4.3 Compliance with Item Standards/Specifications Requirements

5.4.3.1 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 requirements will invalidate the items to which compliance is not adhered.

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

5.4.3.3 The State may consider products that have a reasonable deviation from the technical specification. This is subject to the deviation providing a better output and provided that the deviation 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.

PART A

5.4.4 Third-Party Authorisation Letter of Undertaking

5.4.4.1 Any bidder who is not an original manufacturer of the product must submit a valid Third-Party Undertaking letter (template provided as TCBD 13.2) in full for all relevant goods or services. The letter of undertaking must be submitted at the closing date and time of bid.

5.4.4.2 The letter of undertaking from the manufacturer must include, but not be limited to, the following:

a) The letter must list the item number (s), item description, and brand name offered by the third-party manufacturer.

b) The letter must be on the original third party'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 in which a person is signing the letter.

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

5.4.4.3 Letter of undertaking must be from an Original Product Manufacturer (OPM) OR authorised importer/distributor of

the item offered.

5.4.4.4 In the case where the letter of undertaking is from an authorised importer/distributor, proof from OPM authorising the importer or distributor must also be submitted with the bid at the closing date and time of the bid; such proof must not be older than the advertisement date of the bid.

5.4.4.5 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.

5.4.4.6 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.

PART B

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

5.4.6 **Laboratory Analysis: Nutritional, Microbial and Stability/Shelf-Life Reports**

5.4.6.1 Bidders are required to submit the laboratory analysis reports (Nutritional Analysis, Microbial Analysis and Stability/ Shelf-Life Report) at the date and time to be communicated by National Treasury. Only bidders who complied with Phases 1 and 2 will be requested to submit the laboratory analysis reports. It is expected that all reports are submitted by 19 February 2027 as the BEC is planning to finalise its evaluation by 5 March 2027. Should the date of the BEC be moved forward, communication will be sent to all the relevant bidders.

5.4.6.2 The laboratory analysis reports must be submitted as proof that the relevant item (s) comply with the technical specification requirements. Non-compliance will invalidate the item if any of the analysis reports are not submitted and/or the reports submitted indicate non-compliance with the technical specification.

5.4.6.3 All analysis reports must be issued from a laboratory which is accredited by the South African National Accreditation System (SANAS) or the International Laboratory Accreditation Cooperation (ILAC) or International Accreditation Forum (IAF) and should meet the prerequisite of ISO/IEC 17025.

5.4.6.4 All the laboratory analysis reports for all items offered must not be older than eighteen (18) months at the closing date of the bid.

5.4.6.5 It is the responsibility of the bidder to ensure that the laboratory analysis reports are submitted to National Treasury before the Bid Evaluation Committee meeting takes place as indicated above.

5.4.6.6 Cost of complying with all the above-mentioned requirements shall be at the bidder's own account.

5.4.7 Nutritional Analysis Report

5.4.7.1 Bidders are required to submit a nutritional analysis report issued by an accredited laboratory as indicated above. The nutritional analysis report must indicate the information as stipulated in the item specification under the list of compulsory tests for each item offered. The nutritional analysis report must include the analysed amount of each of the nutrients as stipulated in the specifications.

5.4.7.2 In addition, for the nutritional analysis report issued by an accredited institution indicated above, bidders are required to complete and submit Annexure C -Nutritional Analysis Summary Report for all items offered. This must be submitted in an Excel format on a memory stick (USB). Should there be any alternative submission method other than the USB, such as a link to a shared folder, communication will be sent to the relevant bidders in this regard.

5.4.7.3 It is the responsibility of the bidder to ensure that the nutritional analyses submitted comply with the units of measure as stipulated in the specification (e.g. per 100ml or 100g or per sachet etc).

5.4.7.4 In cases where bidders receive the nutritional analyses in units that deviate from the specification, it is the responsibility of the bidder to provide the conversions to the required units as reflected on the specification.

5.4.7.5 The bidder is required to submit all necessary calculations or conversion factors used to derive the given values in an Excel spreadsheet. The State will not be liable for any incorrect conversions or calculations submitted by the bidder. Any incorrect conversions or calculations may disqualify the item under consideration.

5.4.8 Microbial Analysis Report

5.4.8.1 Where required as per the technical specification, bidders must submit a microbial analysis report for the items for which a microbial analysis report is required as stipulated in the detailed technical specification for the relevant item offered.

5.4.9 Stability/Shelf-life Report

5.4.9.1 Where required as per the technical specification, a stability or shelf-life studies report must be submitted for the items for which a stability or shelf-life studies report is required as stipulated in the detailed technical specification for the relevant item offered.

5.4.9.2 Stability studies shall be conducted by the manufacturer on the product in primary packaging to determine the product shelf life and storage conditions.

5.4.9.3 For any new product development or in the absence of shelf-life studies for an existing product, and if the stability study is not finalised at the closing date and time of the bid, a minimum of a 6-month accelerated stability study, with factor 2, with testing at time points T0, T1, T2, T4, T6 (months) will be considered, and the manufacturer shall commit to continue the real-time stability study and to send reports as soon as preliminary results are available.

5.4.9.4 Stability testing should cover chemical, physical, biological and microbiological attributes, including preservative content. Tests should be conducted on those attributes that are susceptible to change during storage and transport

and that can influence the safety, efficacy and quality of the product;

5.4.9.5 Stability studies should be carried out on at least three primary batches. The primary batches should be of the same formulation and packaged in the same container-closure system as proposed for marketing. The manufacturing process used for primary batches should simulate that to be applied to full-scale production batches and should provide product of the same quality and meeting the same specification as that intended for marketing.";

5.4.9.6 Stability studies under the conditions defined for climatic zones IVb (30°C±2°C/75% RH ±5% RH) should be performed. Stability studies must verify the following parameters (with examples that can be used):

i. Micronutrient stability:
ii. Absence of microbiological growth: at the beginning and the end of the study
iii. Stability of oils and fatty acids (where applicable)
iv. Organoleptic stability: taste (rancidity, acidity/bitterness, sweetness/savoury, etc.), odour, product consistency and behaviour (absence of phase separation)
v. Integrity of the packing materials (absence of leakage)
vi. Integrity of markings
vii. The report shall include:
viii. An introduction with the batch used, the manufacturing date and the 'Best Before' date
ix. The parameters used for the stability study.

5.4.9.7 The results preferably presented in the form of a summary table, with the specifications (acceptance criteria) for at least all parameters listed above. Numerical values of results must be stated; the word "complies" or "conforms" will not be acceptable in place of numerical values;

5.4.9.8 The details on the laboratory(ies) used and its (their) accreditation, and the test methods shall appear.

5.4.9.9 The conclusion (or temporary conclusion) based on the obtained results, including the justification for the shelf life and recommended storage conditions.

5.4.9.10 IN-USE stability: Where the product is to be reconstituted and/or diluted before use, such as powder or concentrate, "in-use" stability data must be submitted to support the recommended in-use storage conditions and duration.

5.4.9.11 The report shall be sent at T0 (for the validation of the protocol) and when the results are available at T6 months, T12 months, and then yearly until the end of the shelf life.

5.4.10 **Product Labels and Pictures**

5.4.10.1 Bidders must submit product pictures and electronic versions of their product labels when submitting the samples. The submission must be in the USB/ memory stick. Should there be any alternative submission method other than the USB, such as a link to a shared folder, communication will be sent to the relevant bidders in this regard.

5.4.10.2 No printed submission will be accepted.

5.4.11 **Samples Submission for Visual Screening Evaluation**

5.4.11.1 All items must comply with technical specifications as provided in this bid, as stated in the technical specification detail of each item. Failure to comply will invalidate the items concerned.

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

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

5.4.11.4 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.

5.4.11.5 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.

5.4.11.6 **Sample Submission –**

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

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

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

5.4.11.7 **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.

b) **TWO SAMPLES REQUIRED:** In terms of edible items (items made for consumption), bidders are requested to submit two samples per item, one sample with full contents and the other sample without any contents (empty container).

c) **MOCK SAMPLES:** Bidders submitting mock samples must clearly indicate this on the actual sample, and in the nutritional analysis report Annexure C.

5.4.11.8 **Manufacturers Technical Specification-Brochures** – Where required, bidders must 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. Where applicable, bidders may be required to include the product brochures on a **USB/Flash drive** when submitting samples saved by item numbers.

5.4.11.9 **USB with Product Labels and Pictures (if applicable)**–Bidders must submit the labels and pictures of the product on the date on which samples are submitted and saved in the USB; no hard copies will be acceptable. Failure to submit the product labels and pictures as required will invalidate the relevant items. No hard copies will be accepted.

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

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

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

5.4.11.11 **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.

5.5 PHASE 4: PRICE AND SPECIFIC GOAL

5.5.1 Pricing Schedule and Structure Requirements

5.5.1.1 Prices quoted must be furnished based on "delivered to State facility" country-wide inclusive of VAT.

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

5.5.1.3 Due diligence on market-related pricing reasonableness 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.

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

5.5.1.5 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.

5.5.1.6 The Pricing Schedule (Annexure B) must be submitted in two forms, as a hard copy, which must be included in the bid document, and in an Excel spreadsheet saved on a USB/memory stick at the closing date and time of the bid. Both the hard copy and the Excel version must be the same (replica).

5.5.2 **Preferential Point System**

5.5.2.1 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)

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

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

Where,

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

Pt = Comparative price of a bid under consideration

Pmin = Comparative price of lowest acceptable bid

5.5.3 **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 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 6.5.3(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.

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

Table 5: Specific Goals

GOALS	POINTS
Preference points for equity ownership by historically disadvantaged Individuals who, due to the apartheid policy that had been in place, had no franchise in national elections before the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA,1993 (Act 200 of 1993), ("the Interim Constitution") and/or	3
Preference points for equity ownership by historically disadvantaged Individuals, who are female	1
Other specific goals (goals of the RDP- plus local manufacture) - Local Manufacturing (locally produced product)	6

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

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

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

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

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

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

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

h) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score

i) the highest number of points.

j) 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.

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

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

Where:

PSSG=	Points scored for a specific goal
MPA =	Maximum points allocated for a specific goal
PEO =	Percentage of equity ownership by an HDI

5.5.3.3 **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

i) process but will be allocated zero points for the relevant specific goals for ownership.

5.5.3.4 **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 points will be calculated automatically in the pricing schedule. Points claimed will be indicated in the "points claimed" column.

e) The following formula must be applied to calculate the number of points out of the points allocated to ownership for specific goals:

LC=MLC x 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 after the award of the contract. Due diligence, which includes site visits, may be conducted in this regard. The following aspects must be complied with:

i) The site/s of manufacturing and/or assembling of the product offered is in South Africa.

ii) Demonstrated capacity to service the required volumes is confirmed.

iii) Compliance with all other aspects contained in these Special Requirements and Conditions of Contract

iv) The product offered meets the minimum requirements as per technical specification requirements.

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.

5.5.4 **Declaration of Product Re-Formulations / Discontinuation**

5.5.4.1 Bidders are required to complete in full the **Declaration form Annexure D for** product re-formulations/ discontinuation and submit it with the bid. 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 reformulated/ Discontinued.

5.5.5 **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.

5.5.6 **Cost Breakdown**

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

5.5.6.2 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.

5.5.6.3 Example:

Table 6: 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%**

5.5.7 **TCD 14 Historical Exchange Rates**

5.5.7.1 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 from **1 May 2026 to 31 October 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. Refer to **TCD**

14 on the procedure to download historical exchange rates from the Reserve Bank website for instructions.

5.5.8 **Responsive Bids**

5.5.8.1 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. PART 2: ADDITIONAL BID REQUIREMENTS

6.1 TERMS AND CONDITIONS OF BID

6.1.1 Counter Conditions

6.1.1.1 Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter

6.1.1.2 conditions by bidders may result in the invalidation of such bids.

6.1.1.3 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.

6.1.1.4 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.

6.1.2 Undesirable/improper[1] practices during the bidding stage

6.1.2.1 **Fronting**

a) The National Treasury supports the spirit of broad-based black economic empowerment and recognises 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.

b) The National Treasury may, in its discretion, during or after 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.

c) 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.

[1] means any conduct by a bidder, contractor, its directors, members, shareholders, employees, agents, subcontractors or any person acting on its behalf that is unlawful, unethical or inconsistent with the principles of fairness, transparency, competitiveness, accountability and integrity in public procurement, including but not limited to fraud, corruption, bribery, collusion, fronting, anti-competitive conduct, conflicts of interest, money laundering, forgery, submission of false or misleading information, bid-rigging, abuse of the procurement process, or any other conduct that may prejudice the State or bring the public procurement system into disrepute.

d) If a bidder is suspected of fronting, the State reserves the right to report the matter to the Competition Commission, and if found guilty of any fronting, the State may:

i) Disregard the bid from the bidder or cancel the contract in question.

ii) disregard the bid of the contractor for any future contracts; or

iii) Restrict the bidder (or contractor later) from doing business with the State

e) The State reserves the right to disregard a bid from a bidder or a bidder whose director has previously been disqualified from a public procurement process for fronting or found guilty of fronting.

6.1.2.2 **Collusive bidding or bid rigging**

a) Collusive bidding refers to an illegal agreement or coordinated practice among competing bidders to manipulate a tender or bidding process, thereby restricting or eliminating genuine competition and ensuring that a predetermined bidder or a member of the collusive group wins the contract, often at inflated or non-competitive prices

b) If a bidder is suspected of collusive or bid rigging, the State reserves the right to report the matter to the Competition Commission for further investigation.

c) The State reserves the right to disregard a bid from a bidder or bidder whose director has previously been found guilty of collusive bidding or bid rigging.

6.1.2.3 **Under-quoting**

a) Underquoting refers to an instance where a bidder submits pricing that is significantly lower than the market-related price of supplying goods and/or services with an intention of being the most preferred bidder.

b) If a bidder is suspected of underquoting and, upon an internal investigation, it has been found that the bidder has engaged in a practice of under-quoting, the State reserves the right to reject the entire bid or a bid on specific line items.

6.1.2.4 **Abuse of Price Adjustment Provision**

a) Abuse of the price adjustment provision refers to the practice of submitting an unrealistically low (in monetary terms) bid to secure a contract award and, at the contract stage, improperly using the price adjustment provision to unjustifiably or excessively increase the contract price through unwarranted rates or adjustments.

b) The State reserves the right to disregard a bid from a bidder who has previously abused the price adjustment provision.

6.1.2.5 **Other undesirable/improper practices.**

a) Notwithstanding any other provision of this bid document, where the State has any information, allegation or evidence suggesting that a bidder has engaged, or is engaged, in any improper practice, whether in relation to this bid or any other procurement undertaken by an organ of state, including but not limited to fraud, corruption, collusive tendering, fronting, bribery, misrepresentation, submission of false or fraudulent documents, conflicts of interest, anti-competitive conduct, or any other conduct that may compromise the integrity of public procurement or bring the public procurement system into disrepute, the State reserves the right to:

b) conduct such investigations as it deems necessary;

c) Request the bidder to provide written representations or additional information;

d) refer the matter to any competent authority or institution, including but not limited to law enforcement agencies, the Competition Commission, the Auditor-General, the Public Protector, the Special Investigating Unit, the National Prosecuting Authority, the relevant professional body, or any other institution responsible for investigating such matters; and

e) Consider any findings, reports or evidence arising from such investigation.

f) Where, following the investigation or consideration of the available information, the State reasonably concludes that the bidder has engaged in any improper practice, the State reserves the right to reject the bidder's bid, in whole or in part, without incurring any liability, and to take any further action permitted in law.

g) The exercise of this right shall be without prejudice to any other rights or remedies available to the State under the Constitution, applicable legislation, the General Conditions of Contract, or any other applicable legal instrument.

6.2 SUBMISSION OF BIDS

6.2.1 ONLINE BID SUBMISSION

6.2.1.1 Bidders must submit their bids online through the e-Tender Publication portal. Manual or hardcopy bids are not acceptable.

6.2.1.2 The online e-Tender publication portal can be accessed at the following link: https://www.etenders.gov.za

6.2.2 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.

6.2.3 Bidders 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.

6.2.4 Bidders are to adhere to all the rules for the online bid submission.

6.2.5 Bidders' attention is drawn to the sequential submission format as per Table 1 - Bid Documents Checklist and Returnable

6.2.6 The Pricing Schedule (Annexure B) should be in an XLSX Excel sheet format.

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

6.3 LATE BIDS

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

6.4 COMMUNICATION AND CONFIDENTIALITY

6.4.1 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.

6.4.2 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.

6.4.3 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.

6.4.4 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).

6.4.5 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.

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

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

6.4.8 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.

6.5 CONTACT DETAILS

6.5.1 **General:** National Treasury, Office of the Chief Procurement Officer, Chief Directorate: Transversal Contracting, Physical address: 41 Matroosberg Road, Ashlea Gardens (Newlands), Pretoria, Gauteng, 0081

6.5.2 **Bid Enquiries:** All inquiries should be in writing to both email addresses: Masea.Ramaloko@treasury.gov.za/Demand.Acquisition2@treasury.gov.za. The closing date for receipt of all inquiries is **11 December 2026**. All inquiries beyond the closing date will not be considered.

7. PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS

7.1 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.

7.2 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 specialised products for infant feed, complete enteral feeds for paediatrics and adults, enteral feed supplements, other nutritional supplements, and tube feeding systems 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.

7.3 Tax Compliance Requirements

7.3.1 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.

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

7.3.3 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.

7.3.4 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.

7.4 Multiple Award

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

7.5 Negotiations

7.5.1 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 those items or services.

7.6 **Due Diligence**

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

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

7.7 **Right of Award**

7.7.1 The State reserves the following rights -

7.7.2 To award the bid in part or in full,

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

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

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

7.7.6 Not to accept any of the bids submitted,

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

7.7.8 If an incorrect award has been made, to remedy the matter in any lawful manner it may deem 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 of their bid.

8.2 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 RT9-2027 is concerned:

8.3 Bid Documents

8.3.1 Letter of Appointment

8.3.2 Award Documents

8.3.3 Transversal Contracting Agreement (TCA)

8.4 If there is any contradiction between the above-mentioned 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 RT9-2027 transversal contract.

9. PARTICIPATING STATE INSTITUTIONS

9.1 This transversal contract RT9-2027 is intended to be utilized by various organs of the State as listed below:

Table 7: Participating Government Institutions

#	DEPARTMENT NAME
1	Department of Health: Eastern Cape
2	Department of Health: Free State
3	Department of Health: KwaZulu-Natal
4	Department of Health: Limpopo
5	Department of Health: Mpumalanga
6	Department of Health: North-West
7	Department of Health: Northern Cape
8	Department of Health: Western Cape
9	Department of Correctional Services
10	City of Cape Town

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, the 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 State.

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 at TCcontracts2@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 A 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 suppliers' performance is not satisfactory.

11.2.4 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.

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 8: Contract Price Adjustment Formula

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

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

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

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 9: 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	

Cost Component	% Contribution
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) in the cost over time. In this bid, the following indices or references will be applicable:

Table 10: Applicable Indices/References

Cost component	Index Publication	Index Reference
D1 – Imported Finished product (if applicable);	Reserve Bank ROE publication/ Supplier / Manufacturer invoice(s) and remittance advice.[2]	Documentary evidence to accompany the claim and ROE
D2 - Local Finished product (if applicable):	Specify (STATS SA Index)	STATS SA Table (Specify)
D3 – Labour	STATS SA P0141 (CPI), Table E; OR Labour Agreement[3]	Table E - All Items (CPI Headline) OR Labour agreement to be provided/ Regulated Pricing Adjustment
D4 – Transport	Stats SA P0141 (CPI) Table E	Transport – Other Running Cost
D5 – Overheads	Specify (STATS SA Index)	STATS SA Table (Specify)
D6 – Other	Specify (STATS SA Index)	STATS SA Table (Specify)

12.2.5 **Base index date**

12.2.5.1 The base index date for purposes of calculating price adjustments is the reference date from which all subsequent index movements will be measured. For this bid, the base index date is November 2026**.**

12.2.6 **End index date.**

12.2.6.1 The end index date is the predetermined date on which the applicable index will be measured and compared to the base index date for the purpose of calculating any price adjustment. In this bid, the end indices are defined in the next paragraph (Price Adjustment Periods).

[2] *In cases where invoices are supplied as documentary evidence, it is advised that invoices closest to the Base Index date and the End Index date be submitted. It should ideally reflect the adjustment period.*
[3] *In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation*

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 closing date of the bid.

Table 11: Price Adjustment Period

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

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 12: CPA Rate of Exchange

Currency Name	Rates of exchange: 1 May 2026 to 31 October 2026
US Dollar	**16.38**
Euro	**18.81**
Pound	**21.96**

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 May 2026 to 31 October 2026** using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za

12.2.8.7 to obtain the relevant rates. Please refer to TCBD 14 (Procedure to download historical exchange rates from the Reserve Bank website) for instructions.

12.2.8.8 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 13: Rate of Exchange Average Periods

Adjustment	Average exchange rates for the period:
1st Adjustment	1 November 2027 - 30 April 2028
2nd Adjustment	1 November 2028 - 30 April 2029

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. UNDESIRABLE/IMPROPER PRACTICES

13.1 **Abuse of the price adjustment provision**

13.1.1 If a contractor has acted in a manner that is regarded as an abuse of the price adjustment provision, the State reserves the right to cancel the contract in terms of regulation 16A9.1(f)(i) of the Treasury Regulations, as the abuse of the price adjustment provision is regarded as a fraudulent activity.

13.1.2 The State also reserves the right to disregard a bid from the contractor for future contracts in terms of regulation 16A9.2(a) of the Treasury Regulations

13.2 **Collusive bidding or bid rigging**

13.2.1 If a contractor is suspected of collusive bidding or bid rigging, the State reserves the right to report the matter to the

Competition Commission, and if found guilty, the State may:

13.2.2 Cancel the contract.

13.2.3 Disregard the bid of the contractor for any future contracts; or

13.2.4 Restrict the bidder or contractor from doing business with the State

13.3 **Fronting**

13.3.1 If a contractor is suspected of fronting, the State reserves the right to report the matter to the Competition Commission, and if found guilty of any fronting, the State may:

13.3.1.1 Cancel the contract in question.

13.3.1.2 Disregard the bid of the contractor for any future contracts; or

13.3.1.3 Restrict the contractor from doing business with the State

13.4 **Underquoting**

13.4.1.1 If during the tenure of the contract a contractor is suspected of underquoting that emanates from the bidding stage and, upon an internal investigation, it has been found that the contractor has engaged in a practice of under-quoting, the State reserves the right to:

13.4.1.2 Cancel the contract in whole or in part.

13.4.1.3 Disregard the bid of the contractor for any future contracts; or

13.4.1.4 Restrict the contractor from doing business with the State

13.5 **Other undesirable/improper practices.**

13.5.1.1 Where, at any time during the execution of the contract, the State becomes aware of any information, allegation or evidence suggesting that the contractor has engaged, or is engaged, in any improper practice, whether in relation to this contract or any other procurement undertaken by any other organ of state, including but not limited to fraud, corruption, collusive conduct, fronting, bribery, submission of false or fraudulent documents, conflicts of interest, anti-competitive conduct, contract manipulation, or any other conduct that may compromise the integrity of public procurement or bring the public procurement system into disrepute, the State reserves the right to:

13.5.1.2 Investigate the matter or appoint any person or institution to conduct such investigation;

13.5.1.3 Request the contractor to provide written representations and supporting information;

13.5.1.4 Refer the matter to any competent authority or institution for investigation or enforcement; and

13.5.1.5 Consider any findings, reports or evidence arising from such investigation.

13.5.1.6 Where, following such investigation or consideration of the available information, the State reasonably concludes that

the contractor has engaged in any improper practice, the State may, subject to any applicable legal requirements, cancel or terminate the contract, in whole or in part, with immediate effect or on such notice as the State may determine.

13.5.1.7 The State may, in addition to cancellation or termination of the contract, exercise any other contractual, statutory or common-law remedy available to it, including the recovery of damages, restriction from doing business with the State where applicable, or referral for civil, criminal or administrative proceedings

14. DELIVERY ADHERENCE, ORDERS AND PAYMENTS

14.1 Orders

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

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

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

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

14.2 Delivery Adherence

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

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

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

14.2.1.4 Deliveries not complying with the purchase order forms will be returned to the Supplier(s) at the

14.2.1.5 Supplier's expense.

15. SUSPENSION FOR MATERIAL BREACH

15.1 For the "Suspension for material breach" clause, unless the context indicates otherwise, a word or expression to which a meaning has been assigned in this SCC has the same meaning, and –"cure conditions" means conditions provided to cure a breach; "cure period" means a period determined by the Non-Breaching Party to cure a breach; "material breach" means a breach or failure by a Party to perform any of its material obligations under this Agreement that:

i. is substantial in nature and goes to the essential purpose of this Agreement,

ii. is not cured within the Cure Period (as defined above) after written notice specifying the breach and the required cure, and

iii. results in, or would reasonably be expected to result in, material harm to the requesting Party (including substantial impairment of essential rights, non-monetary detriment, or critical service disruption), provided that, for avoidance of doubt, a breach that is cured within the Cure Period shall not be deemed a Material Breach.

Minor breach" means a breach that:

i. does not constitute a Material Breach,

ii. is curable and capable of being remedied within a shorter timeframe designated by the non-breaching Party, and

iii. does not have a substantial adverse effect on the essential rights, critical obligations, or the core purpose of this agreement.

Minor breaches may be addressed by the Non-Breaching Party, at its option, by:

i. requiring cure, issuing a warning, or

ii. any other remedy provided in this agreement, without limiting any other rights of suspension for Material Breach.

iii. any other remedy available under this agreement, provided that such remedy does not

15.2 **The right to suspend performance or obligations**

15.2.1 Notwithstanding any other provision of this agreement, if a Party (the "Breach Party") commits a material breach (as defined above), the non-breaching Party (the "Non-Breaching Party") may suspend performance of its obligations under this agreement, in whole or in part, by giving written notice to the Breach Party specifying:

15.2.1.1 The nature of the breach,

15.2.1.2 the actions required to cure the breach (the "Cure Conditions"),

15.2.1.3 a reasonable cure period of no less than 14 days, or such shorter period as expressly permitted by applicable law, provided that the breach is capable of being cured within such period; and

15.2.1.4 That suspension will take effect on the later of:

a) the end of the cure period, or

b) the date on which the Non-Breaching Party provides such notice.

15.2.2 If the Breach Party cures the breach to the satisfaction of the Non-Breaching Party within the Cure period, the suspension shall be lifted, and the parties shall resume performance under the terms of this agreement as if no suspension had occurred, subject to any other rights or remedies available under this agreement or applicable law.

15.2.3 If the Breach Party fails to cure the breach within the cure period, the Non-Breaching Party may, at its option:

15.2.3.1 terminate this agreement for cause, effective upon written notice to the Breach Party; or

15.2.3.2 continue the suspension of its obligations or pursue any other remedies available under this agreement or applicable law.

15.3 **Relationship to other remedies**

15.3.1 The rights to suspend performance under this clause are in addition to, and not exclusive of, any other rights or remedies available at law or in equity. These rights include, but are not limited to, the right to terminate this agreement for cause, claim damages, or require the breaching party to perform its contractual obligations. All such remedies remain fully enforceable in accordance with the terms of this agreement and applicable law.

15.4 **Notices**

15.4.1 All notices required or permitted under this clause shall be in writing and shall be deemed effective when delivered in accordance with any contact details provided during the contracting phase.

16. ITEM REQUIREMENTS

16.1 All equipment and software offered must be of the latest approved models as would have been awarded.

16.2 All accessories, consumables, and spare parts must be supplied new, and no second-hand or refurbished accessories, consumables, or spare parts will be accepted.

16.3 The Supplier should ensure that the accessories, consumables, and spare parts of the awarded items are guaranteed to be available for the life cycle of the awarded item.

17. CONTINUITY OF SUPPLY

17.1 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:

17.1.1 Industrial action,

17.1.2 Manufacturing Pipeline

17.1.3 Any other supply challenges.

17.2 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:

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

17.2.2 The item(s) are urgently required and not immediately available;

17.2.3 In the case of an emergency.

18. PACKAGING AND LABELLING

18.1 **General**

18.1.1 Container-closure systems/packaging must preserve the stability and quality of the product during transport and storage for the duration of the shelf-life, including in-use shelf-life, where applicable. In some cases, child-resistant container-closure systems may be required as an enhanced safety feature.

18.1.2 Bidder must demonstrate the suitability of the container-closure system used for the storage, transportation (shipping) and use, such as compatibility of the materials of construction with the product, including sorption to

container and leaching.

18.1.3 Container-closure systems must be tamper-evident i.e., it should be possible to know if the product has been altered

or falsified.

18.2 **Primary Packaging**

18.2.1 Materials used for primary packaging must conform to the relevant packaging standards with reference to the specific product; must be safe for use for the intended route of administration; and be suitable for shipment, storage and worldwide use at extreme temperatures and humidity.

18.2.2 The size of the container must be proportional to its content with the addition of appropriate padding to prevent damage to the product during shipment.

18.2.3 Primary packaging must bear appropriate labels providing content and usage information.

18.3 **Dose measurement and dose delivery devices**

18.3.1 A dose measurement and dose delivery device are required to be included with the container-closure system for administration of all powdered products.

18.3.2 Dose measuring devices must be graduated in intervals to allow accurate measurement of all doses approved for that product.

18.3.3 The dosage scales/volumes embossed on dose measurement devices must be in METRIC units. The use of teaspoonful and other such measurements is not acceptable.

18.3.4 For oral liquids or powders for oral liquids, the supplier is required to submit study results on request by the department that confirm the suitability of the container-closure system contact materials, and this should also include extraction studies and interaction studies (migration/sorption). The department reserves the right to request these studies.

18.3.5 For a device accompanying a multi-dose container, the results of a study may be requested by the department demonstrating the reproducibility of the device (e.g. consistent delivery of the intended volume). A description of the container-closure systems should also be provided, including the identity of materials of construction of each primary packaging component (including those used for product delivery) and its specification.

18.4 **Secondary packaging**

18.4.1 A pack component normally not in direct contact with the product.

18.4.2 The Department accepts functional secondary packaging, i.e., that adds protection to that provided by the immediate primary pack against:

18.4.3 Excessive moisture and reactive gases, e.g., fibre drums, HDPE bottles for products which are immediately packaged with LDPE bag.

i. Light, e.g. carton outside PVC/Alu blister;
ii. Microbial and dirt contamination.
iii. Rough handling during transport and storage.
iv. Secondary packaging may also be acceptable if they provide a means to contain a summary of product characteristics/patient information leaflets and/or dosing devices.

18.5 **Packaging to improve Supply Logistics efficiency and for sustainability.**

18.5.1 In addition to protecting and providing information to support product usage, packaging should:

18.5.2 Improve supply logistics and operational efficiency at minimal cost.

v. Ensure user-friendliness and support patient compliance.
vi. Maintain safety and minimize usage errors.
vii. Be tamper-proof and/or tamper-evident.
viii. Make product handling easier and more efficient.

18.5.3 Enable traceability and supply chain safety, e.g., incorporate Track-and-Trace systems that assure chain of custody and/or anti-counterfeiting measures.

18.5.4 In line with sustainable procurement efforts, bidders are asked to consider eliminating non-functional secondary/tertiary packaging WITHOUT compromising the integrity of the product and while still ensuring that sufficient product information to health professionals and patients is available together with the product.

18.5.5 Individual packages (except for a tin, a can, tetra pack, or bottle) for powdered products must be hermetically sealed packages which are resealable (e.g. zip lock) when the product has been opened.

18.5.6 Ready-to-use infant formulas must have screw caps for sterility and ease of pouring.

18.5.7 It will be preferable for all paediatric and adult ready-to-use sip drinks to have screw caps.

18.5.8 All ready-to-hang feeds to have ports that are compatible with Universal 3-in-one pump giving sets or sets that have a double usable bottle connector.

18.5.9 All sip feeds and supplemental drinks to be provided in assorted flavours.

18.6 **Labelling**

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

18.6.2 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 14: Labelling details

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

18.7 **Barcodes**

18.7.1 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.

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

19. SHELF LIFE AND STORAGE

19.1 Shelf-life should be established based on complete long-term data at 30°C ±2°C/75% RH ±5% RH (zone IVb).

19.2 The manufacture and expiry date that reflects the assigned shelf-life and recommended temperature storage conditions MUST be written on labels and should be included in package inserts/patient information leaflets.

19.3 Manufacture and expiry dates and the storage conditions must be consistent on the label, in the package inserts/patient information leaflets and throughout the submitted documentation.

19.4 Statements such as “Store at room temperature” or “This product does not have special storage requirements” are not acceptable; The ACTUAL numerical temperature storage conditions MUST be specified.

19.5 In-use shelf-life: manufacturer MUST indicate storage conditions and shelf-life after reconstitution/ dilution/ opening, where applicable, such as powder for oral liquid.

19.6 Bidder is responsible for including additional labelling requirements such as “Do not freeze”, “Protect from light”, “Store and transport in dry conditions” on all external packaging.

19.7 Upon delivery,

19.7.1 Powdered products shall have at least 12 months of shelf-life remaining before their expiry date.

19.7.2 Liquid products must have at least 9 months of shelf-life remaining before their expiry date.

19.8 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.

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

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

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

20.1 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.

20.2 **Assignments of Contract**

20.2.1 Assignment of 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 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 services 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.

20.2.2 Assignment of contracts is therefore not allowed as it will be contrary to the principles of section 217 of the Constitution, particularly fairness, transparency, and competitiveness.

20.3 Cession of Contracts

20.3.1 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).

20.3.1.1 The written request for cession must be by the service provider and not a third party, and the written request by the service provider must be accompanied by the cession agreement.

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

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

21. POST-AWARD PRODUCT COMPLIANCE PROCEDURES

21.1 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 reserves the right to request the supplier (at its own cost) to submit a product for testing to confirm compliance with the relevant item's technical specification and requirements at the SANAS-accredited institution.

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

22. REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS

22.1 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.

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

22.3 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

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

23. MONITORING

23.1 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:

23.1.1 Compliance with delivery lead times

23.1.2 Percentage of orders supplied in full first time.

23.1.3 Compliance with reporting requirements according to the reporting schedule.

23.1.4 Attendance at compulsory meetings: The National Treasury compulsory meetings with suppliers to review supplier performance. The schedules of the meetings will be sent to successful bidders.

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

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

23.1.7 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.

23.1.8 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.

23.1.9 Reporting and supplier meetings and schedules will be communicated to successful bidders.

23.1.10 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

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

24. REFORMULATION OF PRODUCT AWARDED

24.1 The successful bidder shall be required to continue supplying the awarded brand for the entire duration of the contract.

24.2 Contractors may not supply or deliver any product other than the product awarded to them unless prior written approval for a product change has been obtained from National Treasury: Transversal Contracting.

24.3 Should an awarded product be reformulated during the contract period, the bidder must submit an application to National Treasury: Transversal Contracting for evaluation and consideration of the reformulated product. The applicable application submission and evaluation dates are as follows:

Table 15: Product Change Application Dates

Submission Date	Conclusion of the Evaluation
1-13 November 2028	28 February 2029
1 -14 May 2029	31 August 2029
1 -13 November 2029	28 February 2030

24.4 All supporting documentation related to the change must be submitted to National Treasury with the application. The following are required with the application:

a) Application letter – with reasons for reformulating

b) Submit all relevant documents indicated in the technical evaluation phase stipulated under section 5.4 above.

c) Samples for the relevant products

24.5 The State reserves the right not to accept any product change due to reformulation. No re-evaluation will take place without all necessary documentation. All documentation must be submitted ONCE and will not be accepted in PARTS within the specified period above.

25. TERMINATION

25.1 Termination of Contract

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

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

28.1.3 The Supplier does not honour contractual obligations, including the submission of information.

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

28.1.5 The Supplier enters settlement arrangements with their creditors.

28.1.6 The Supplier commits an act of insolvency.

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

28.1.8 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.

28.1.9 Overall poor performance rating during the contract period

26. Termination of Leases

29.1.1 Poor Service Delivery - A schedule to a Participation Agreement can be terminated by the recipient / end user on grounds of poor service delivery by the Supplier.

29.1.2 The grounds of poor service delivery must be proven through a prescribed remedial process, as a lease is a committed financial obligation on both the Supplier and the recipient/end user.

29.1.3 The recipient/end user will be able to terminate a schedule to the Participation Agreement without honouring the outstanding months after following the prescribed remedial process stipulated in the Participation Agreement, if it is proven that the bidder failed to remedy the poor provision of service.

29.1.4 On determination that the schedule to the Participation Agreement should be terminated, the Supplier will remove the equipment within a period not exceeding thirty (30) days from the date of the issued instruction.

END