

**SPECIAL CONDITIONS OF THE CONTRACT**

**RT80-1-2024**

**MANUFACTURE, SUPPLY, DELIVERY AND OFFLOADING OF CELL LOCKS, CELL KEYS, CELL DOORS, CELL WINDOWS, CELL STEEL BARS AND ACCESSORIES TO THE STATE FOR**

**THE PERIOD ENDING 30 JUNE 2027**

**NON-COMPULSORY BRIEFING SESSION TO BE HELD VIRTUALLY ON 22 JULY 2025 ON THE MICROSOFT TEAMS PLATFORM**

**CLOSING DATE AND TIME OF BID**

**31 JULY 2025 AT 11H00**

**BID VALIDITY PERIOD: 180 DAYS**

National Treasury

Transversal Contracting

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# LIST OF ATTACHMENTS AND ANNEXURES

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2. Transversal Contracting Documents (TCD’s)
3. General Conditions of Contract (GCC)
4. Annexure A -Technical Specification
5. Annexure B - Pricing Schedule
6. Annexure C - Online Submission
7. Annexure D - Local Contend

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# LIST OF ABBREVIATIONS

|  |  |
| --- | --- |
| Abb | Full Name |
| BAC | Bid Adjudication Committee |
| BEC | Bid Evaluation Committee |
| CIPC | Company Registration Documents |
| CPA | Contract Price Adjustment |
| CSD | Central Supplier Database |
| GCC | General Conditions of Contract |
| OCPO | Office of the Chief Procurement Officer |
| PFMA | Public Finance Management Act |
| PPPFA | Preferential Procurement Policy Frame Act |
| RoE | Rate of Exchange |
| SANAS | South African National Accreditation System |
| SANS | South African National Standards |
| SARS | South African Revenue Services |
| SAPS | South African Police Services |
| SBD | Standard Bidding Document |
| SCC | Special Conditions of Contract |
| SCM | Supply Chain Management |
| TC | Transversal Contract |
| TCD | Transversal Contract Document |
| VAT | Value-Added Tax |

# DEFINITIONS

|  |  |
| --- | --- |
| End-User | An approved participant on the transversal contract that is responsible for placing the order and payment for procures goods and/or services from the appointed Supplier(s). |
| Delivery | The process of transporting goods from a bidder’s source location to a predefined destination by the participants. |
| Due Diligence | The investigation or exercise of care that the State conducts before and post entering into an agreement with the bidders to validate the bid responses. |
| Historically Disadvantaged Individuals | South African citizen:   1. Who, due to the apartheid policy that had been in place, had no franchise in national elections before the introduction of the constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (the interim Constitution) and/or 2. Who is female; and/or 3. Who has a disability.   Provided that a person who obtained South African citizenship on or after the coming to effect of the interim Constitution, is deemed not to be an HDI. |

# BID DOCUMENT CHECLIST AND RETURNABLE

Table 1: Bid Document Checklist and Returnable

| # | Document Name[[1]](#footnote-1) | Included in the published bid document? | To be returned by the bidder? | Bidder to tick Yes if the document is submitted |
| --- | --- | --- | --- | --- |
| **PHASE 1: MANDATORY REQUIREMENTS EVALUATION** | | | | |
| |  |  |  |  |  | | --- | --- | --- | --- | --- | |  | Pricing Schedule (Annexure B) | Yes | Yes |  | |  | Trade Reference Letter | Yes | Yes |  | |  | Conformation to the Technical Specification | Yes | Yes |  | |  | | | | | | | | | |
| **PHASE 2: ADMINISTRATIVE REQUIREMENTS EVALUATION** | | | | |
|  | SBD 1 Invitation to Bid | Yes | Yes |  |
|  | Proof of authority must be submitted as per SBD 1 | No | Yes |  |
|  | SBD 4 Bidder’s Disclosure | Yes | Yes |  |
|  | SBD 6.1 – Preference points claim form. | Yes | Yes |  |
|  | TCD 13 Authorization Declaration | Yes | Yes |  |
|  | TCD 13.1 List of goods or services offered | Yes | Yes |  |
|  | Written confirmation for disclosing tax status by SARS | No | Yes |  |
|  | Central Supplier Database Report | No | Yes |  |
|  | CIPC Company Registration Documents | No | Yes |  |
|  | Copy of Identity Documents of the Owners and Directors | No | Yes |  |
| **PHASE 3: TECHNICAL COMPLIANCE EVALUATION** | | | | |
|  | TCD 13.2 Authorization Letter of Undertaking | Yes | Yes |  |
|  | Letter confirming Warranty Periods | No | Yes |  |
|  | Local Content | Yes | Yes |  |
| **PHASE 4: PRICE & SPECIFIC GOALS EVALUATION** | | | | |
|  | Pricing Schedule (Annexure B) | Yes | Yes |  |
|  | Proof of Business Shareholding/Ownership | No | Yes |  |
| **OTHER BID DOCUMENT REQUIREMENTS** | | | | |
|  | General Condition of Contract | Yes | Yes |  |

**SECTION A: INTRODUCTION AND TERMS OF REFERENCE**

## DESCRIPTION AND FORMAT OF THE BID

* 1. This bid is for manufacture, supply, delivery and offloading of cell locks, cell keys, cell doors, cell windows, cell steel bars and accessories to the state for the period ending 30 June 2027.
  2. This bid document is structured as follows:
     1. Section A : Introduction and Terms of Reference
     2. Section B : Conditions of Bid
        1. Part 1 : Evaluation Criteria
        2. Part 2 : Additional Bid Requirements
        3. Part 3 : Recommendation and Appointment of Bidders
     3. Section C : Conditions of Contract

## LEGISLATIVE AND REGULATORY FRAMEWORK

* 1. This bid and all contracts emanating therefrom will be subject to General Conditions of Contract issued per Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 regulations.
  2. The Special Conditions of Contract (SCC) are supplementary to that of the General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
  3. This bid is subject to all applicable industry-related legislation, particularly the legislation stated below:
  4. Occupational Health and Safety Act No 85 of 1993 as amended and its regulations.
  5. Competition Act 89 of 1998 as amended and its regulations.
  6. National Environmental Management Act 107 of 1999 as amended and its regulations.

## OBJECTIVE OF THE BID

* 1. To arrange the RT80-1-2024 transversal contract for manufacture, supply, delivery and offloading of cell locks, cell keys, cell doors, cell windows, cell steel bars and accessories to the state for the period ending 30 June 2027.
  2. For the promotion of historically disadvantaged individuals and goals of the RDP- plus local manufacture 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).

## BRIEFING SESSION

* 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 in the National Treasury website and e-tenders. Bidders can click on this link below to access the briefing session:

Link: [RT80-1-2024 Briefing Session](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MWM1NTYzMWUtNTg3ZS00M2I5LWEzMDYtYjNiZDFiNTI4MmIz%40thread.v2/0?context=%7b%22Tid%22%3a%221a45348f-02b4-4f9a-a7a8-7786f6dd3245%22%2c%22Oid%22%3a%222afd6eb3-6856-4363-8705-e68a55f05a5c%22%7d)

Date: 22 July 2025

Time: 90h00 am

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

## TERMS OF REFERENCE

* 1. **INTRODUCTION**
  2. The RT80-1-2024 bid is for manufacture, supply, delivery and offloading of cell locks, cell keys, cell doors, cell windows, cell steel bars and accessories to the state for the period ending 30 June 2027.
  3. **SCOPE OF WORK**
     1. The bidder must choose the category/categories that they have capacity and capability to render services in. A bid will be considered responsive if it addresses the scope of work below as well as the minimum requirements and the End User Requirements. A bid that does not address the scope of services will be disqualified and considered non-responsive.

Table 2: Scope of Work

| **Category Description** | **Category Numbers** |
| --- | --- |
| Cell Doors and Windows | Four (4) items |
| Handrailing Materials Finishing and Fixing Accessories | Eleven (11) items |
| Steel Accessories | Fourteen (19) items |

* 1. **TECHNICAL SPECIFICATIONS REQUIREMENTS**
     1. The detailed technical specification requirements as per Annexure A for the manufacture, supply, delivery and offloading of cell locks, cell keys, cell doors, cell windows, cell steel bars and accessories to the state for the period ending 30 June 2027
     2. The bid consists of 3 of categories with a total of 34-line items. The summary details are as follows:

Table 3: Summary of Technical Specifications

| **#** | **CATEGORY #** | **CATEGORY DESCRIPTION** | **# ITEMS IN THE CATEGORY** |
| --- | --- | --- | --- |
| 1 | Category A | Manufacture, supply, and delivery of cell doors | 4 |
| 2 | Category B | Manufacture, supply, and delivery of Handrailing Materials Finishing and Fixing Accessories | 11 |
| 3 | Category C | Manufacture, supply, and delivery of Steel Accessories | 19 |
|  | **Total Number** |  | **34** |

**SECTION B: CONDITIONS OF BID**

## PART 1: EVALUATION CRITERIA

* 1. The details of the evaluation phases are outlined below:

Table 4: 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 |

* + 1. The State may conduct due diligence and/or site visit during any of the evaluation phases to confirm the information submitted by the bidder.
  1. **PHASE 1: MANDATORY REQUIREMENTS** 
     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.
     2. **Pricing Schedule** 
        1. The pricing schedule (Annexure B) provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof.
        2. Bidders are required to submit responsive bids by completing all pricing and item information on the provided pricing schedule (Annexure B) for the individual items and all required forms.
        3. Bid prices must be inclusive of all costs, and VAT.
        4. All prices must be in rands and rounded off to two (2) decimal places.
        5. The pricing schedule (Annexure B) must not be a scanned PDF but must be submitted in an excel format.
     3. **Reference Letter** 
        1. Bidders are required to submit a reference letter indicating that they have successfully supplied steel materials and/or services. The reference letter must be on the letterhead of the company where the supply of steel materials was provided, indicating the duration of the contract or service, the description of the products supplied the value of the contract, and signed.
     4. **Specification Compliance document per item** 
        1. The bidder must indicate compliance to the compliance specification document (Annexure A).The document must be completed if full indicating “comply or not comply”. Document completed with “yes or No” will not be accepted.
     5. Failure to submit the mandatory documents will invalidate the bid.
     6. Only bidders who have complied with Phase 1 mandatory requirements will be evaluated in Phase 2
  2. **PHASE 2: ADMINISTRATION AND LEGISLATION REQUIREMENTS EVALUATION**
     1. Bidders must submit the following documents below to comply with the policy to guide uniformity in procurement reform processes.
        1. **SBD 1 –** Invitation form to bid.
        2. **Proof of Authority –**This is proof that the company representative has been given authority by the company to sign bid documents on their behalf as required on SBD 1.
        3. **SBD 4 –** Bidders Disclosure
        4. **SBD 6.1 -** Preference points claim form.
        5. **TCD 13** **and 13.1 - Authorization Declaration -** All bidders are required to complete the “Authorisation Declaration” (TCD 13 and TCD 13.1) for all relevant goods or services in full, sign it, and submit it together with the bid response. at the closing date and time of the bid invitation.
        6. **Central Supplier Database –** Bidders are required to submit their Central Supplier Database report.
        7. **Written Confirmation to disclose tax status –** Bidders must submit a Tax Pin issued by SARS. This tax pin is deemed as a confirmation that on an ongoing basis during the bid evaluation and the tenure of the transversal contract, the State may access the bidder’s tax compliance status.
  3. **Company registration documents issued by CIPC -** Bidder must submit proof of registration with the Companies Intellectual Property Commission (CIPC). In a case where the shareholding percentage is not indicated on the CIPC registration documents, an additional shareholding certificate issued by the relevant authority detailing the shareholding of the bidder must be submitted.
  4. **Copy of Identity Document (Directors/Owners) –** Bidders are required to submit a copy of an identity document of the directors and/or owners.
     + 1. Failure to submit the documents indicated above even after the bidder has been notified and given a maximum of seven calendar days to rectify may invalidate the bid.
  5. **PHASE 3: TECHNICAL SPECIFICATION REQUIREMENTS**
  6. **PART A: EVALUATION**
     1. During this phase bidders’ responses will be evaluated based on technical requirements for each item offered on the pricing schedule. Non-compliance to the applicable requirements for each item below will result in disqualification of the relevant line item being evaluated.
     2. **TCD 13.2 Authorization Letter**
        1. Bidder who is sourcing goods or services from a third party is required to submit an authorisation letter in a third-party letterhead outlining all relevant goods or services. The authorisation letter must include but not limited to the following:
           1. List of item(s) number, item description of the fuel tanks.
           2. Letter must be on a letter head of a third party, dated and signed,
           3. Letter must be from the manufacture of the fuel tanks.
           4. Letter must not be older than 30 days at the closing date and time of the bid,
           5. Have contact person’s name, physical - address, telephone, and email details, and
           6. All information on the letter must be in English.
        2. In the case where the authorization letter is issued by an importer or a distributor, a letter needs to be provided from the manufacturer to confirm that the distributor or importer are authorized by the manufacturer to distribute or import their products. This needs to be included as part of the authorization letter from the distributor or importer to the bidder. At the time of the bid closing, the letter of undertaking and any supporting documentation must be submitted together with the bid.
        3. The State reserves the right to verify any information supplied by the bidder in the authorisation letter and should the information be found to be false or incorrect, the State will exercise any of the remedies available to it in the bid documents.
        4. The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the State.
     3. **Warranty**
        1. The bidder is required to -submit a written confirmation that the Cell Doors supplied are covered by a warranty period of not less than six (6) months and to up to twelve (12) months. This warranty shall apply to the following items: RT80-00-001, RT80-00-002, RT80-00-003, and RT80-00-004.
        2. Failure to submit the required documents will result in the disqualification of the relevant component.
     4. **Local Production and Content requirements for 100% Steel**
     5. The steel sector has been designated for local production and content, as outlined in **Annexure D** of the bid documentation.
     6. Only locally produced or manufactured items using South African raw materials or inputs will be considered. If a required raw material or input is not available locally, bidders must obtain written authorization from the Department of Trade, Industry, and Competition (DTIC) to import such materials.
     7. A copy of the exemption letter or proof of submission of the exemption request must be submitted along with the bid documents by the closing date and time. Alternatively, bidders may provide confirmation that their exemption request email was received by the DTIC. For additional information, bidders may contact the Metals Sector Desk within DTIC.
     8. For enquiries, please contact on **+27(12) 394 1356** or [localcontent@thedtic.gov.za](mailto:localcontent@thedtic.gov.za).
     9. A copy of the exemption letter or confirmation that the exemption was requested must be submitted together with the bid document at the closing date and time of the bid.
     10. The declaration certificate for local production and content together with the Annexure C must be completed, duly signed and submitted with the bid at closing date and time of the bid.
     11. Only the South African Bureau of Standards (SABS) approved technical specification number SANS 1286:2017 must be used to calculate local content. The technical specification and the Guidance on the calculation of local content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all bidders on the Dtic’s website http://www.dti.gov.za/industrial\_development/ip.jsp at no cost.
     12. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula:

LC = (1 – X/Y) \* 100

Where

X is the imported content in Rand

Y is the bid price in Rand excluding value added tax (VAT)

* + 1. Prices referred to in the determination of X must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid.
    2. Failure to comply with this condition will invalidate the relevant item which they did not submit.
    3. **PART B: DUE DILIGENCE**
       1. A due diligence assessment will be conducted on the bidder shortlisted for Part A of Phase 3 to verify the existence of a manufacturing facility and to assess their production capacity. This assessment will apply to the following items: RT80-01-001, RT80-01-002, RT80-01-003, and RT80-01-004.
       2. The submittion of false or misleading information in the bid will result in immediate disqualification.
  1. **PHASE 4: PRICE AND SPECIFIC GOALS**
     1. **Pricing Schedule and Structure Requirements**
        1. Prices quoted must be furnished based on delivered to State facility nationwide and be inclusive of transport and VAT.
        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.
        3. Due diligence on market-related pricing reasonability may be conducted. The State reserves the right to disqualify bid offers that are under-quoted and or are above market value. In this case, the bidder may be required to submit supporting documentation to the State to prove that the pricing is not under-quoted or above market value.
        4. Conditional discounts offered will not be taken into consideration during evaluation.
        5. Prices submitted in this bid must be filled in on the field provided on the pricing schedule supplied with the bid. Price structures that do not comply with this requirement may invalidate the bid.
        6. The Pricing Schedule (**Annexure B**) must be submitted with the bid document and in as an Excel, spreadsheet at the closing date and time of the bid.
        7. Prices submitted in this bid must be filled in on the field provided on the pricing schedule supplied with the bid. Price structures that do not comply with this requirement may invalidate the bid.
     2. **Preferential Point System** 
        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:
           1. The bid price (Maximum of 90 points)
           2. Historically disadvantaged individuals as well as specific goals (maximum 10 points)
        2. The following formula will be used to calculate the points for price out 90:

Ps = 90 

Where,

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

Pt = Comparative price of a bid under consideration

Pmin = Comparative price of lowest acceptable bid

* + - 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 prior to 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 | 5 |
| **Other specific goals (****goals of the RDP- plus local manufacture)**   * + -Local Manufacturing (locally produced product) | 5 |
| **Total Points** | 10 |

* + - * 1. The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.
        2. **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.
        3. 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.
        4. 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.
        5. 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.
        6. Points scored will be rounded off to the nearest 2 decimals.
        7. 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.
        8. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
        9. 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.
      1. The following formula must be applied to calculate the number of points out of 10 for specific goals:

**Where:**

PSSG= Points scored for a specific goal

MPA = Maximum points allocated for a specific goal

PEO = Percentage of equity ownership by an HDI

* + - 1. **Specific goals with Proof of equity ownership requirements and related matters** 
         1. 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.
         2. 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.
         3. Equity in private companies must be based on the percentage of equity ownership.
         4. Preference points may not be awarded to public companies and tertiary institutions.
         5. 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.
         6. Documentation to substantiate the validity of the credentials of the trustees contemplated in the paragraph above must be submitted to the Office.
         7. 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.
         8. A tenderer who does not submit proof of ownership may not be disqualified from the bidding process but will be allocated zero points for the relevant specific goals for ownership.
    1. **Applicable Taxes** 
       1. All bid prices must be inclusive of all applicable taxes.
       2. All bid prices must be inclusive of fifteen percent (15%) Value Added Tax.
       3. Failure to comply with this condition may invalidate the bid.
    2. **Cost Breakdown**
       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.
       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.
       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%** |

* + 1. **TCD 14 Historical Exchange Rates**
       1. In terms of cost price adjustment, bidders should make use of any relevant currency for the items offered by calculating the average for the period 1 March 2024 to 31 April 2025 using the Reserve Bank published rates for the specific currency. Bidders are to visit <https://www.resbank.co.za/> to obtain the relevant rates. Reference to **TCD 14** on the procedure to download historical exchange rates from the Reserve Bank website for instructions.
    2. **Responsive Bids**
       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.

## PART 2: ADDITIONAL BID REQUIREMENTS

* 1. **TERMS AND CONDITIONS OF BID**
     1. **Counter Conditions**
        1. Bidders’ attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.
        2. The National Treasury reserves the right to change or supplement any information or to issue any addendum to this bid before the closing date and time. The National Treasury and its officers, employees, and advisors will not be liable in connection with either the exercise of or failure to exercise this right.
        3. If the National Treasury exercises its right to change or supplement information in terms of the above clause, it may seek amended bid documents from all bidders.
     2. **Fronting**
        1. The National Treasury supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves by the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the National Treasury does not support any form of fronting.
        2. The National Treasury, in ensuring that bidders lawfully conduct themselves will, as part of the bid evaluation processes, conduct, or initiate the necessary inquiries/investigations to determine the accuracy of the representation made in this bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry, and Competition, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist.
        3. Failure to do so by the bidder within fourteen (14) days from the date of notification by the National Treasury may invalidate the bid/contract and may also result in the restriction of the bidder from conducting business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the National Treasury may have against the bidder concerned.
  2. **SUBMISSION OF BIDS**
     1. **ONLINE BID SUBMISSION**
        1. Bidders must submit their bids online through the eTender Publication portal.
        2. Manual or hardcopy bids are not acceptable.
        3. The online eTender publication portal can be accessed on the following link: <https://www.etenders.gov.za/>
        4. The guide for online bid submission is attached as **Annexure D**
        5. Bidders to adhere to all the rules for the online bid submission.
        6. Bidders’ attention is drawn to the sequential submission format as per the checklist on Table 1.
        7. The Technical Specifications (**Annexure A)** and Pricing Schedule **(Annexure B)** should be in an XLSX excel sheet format and not any other format.
        8. Non-compliance with online bid submission WILL invalidate the bidder’s response.
  3. **LATE BIDS**
     1. Bids received after the closing date and time will NOT be accepted for consideration.
  4. **COMMUNICATION AND CONFIDENTIALITY**
     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.
     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.
     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.
     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).
     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. All communication between the bidder and the National Treasury TC office must be done in writing as per the Contact Details below.
     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).
     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.
  5. **CONTACT DETAILS**
     1. **General: -** National Treasury, Office of the Chief Procurement Officer, Chief Directorate: Transversal Contracting, Private Bag x115, Pretoria, 0001.
     2. **Bid Enquiries: -** All inquiries should be in writing to [Demand.Acquisition3@treasury.gov.za](mailto:Demand.Acquisition3@treasury.gov.za).The closing date for receipt of all inquiries is 25 July 2025. All inquiries beyond the closing date will not be considered.

1. **PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS**
   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.
   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 manufacture, supply, delivery and offloading of cell locks, cell keys, cell doors, cell windows, cell steel bars and accessories to the state, and the unsuccessful bidder(s) will be informed accordingly. The following paragraphs will be applicable when the BEC makes the recommendation to the BAC.
   3. **Tax Compliance Requirements**
      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.
      2. The Tax Compliance status requirements are also applicable to potential foreign bidders/individuals who wish to submit a bid.
      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.
      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.
   4. **Multiple Award**
      1. The State reserves the right to award the same item to more than one (1) bidder to address item availability and compatibility. The maximum number of bidders per item to be awarded will be at the discretion of BEC.
   5. **Negotiations**
      1. The State reserves the right to negotiate with the shortlisted bidders before or after the award. The terms and conditions for negotiations will be communicated to the shortlisted bidders before the invitation to negotiations. This phase is meant to ensure value for money is achieved through the measure of quality that will assess the monetary cost of the items or services against the quality and or benefits of that item or services.
   6. **Due Diligence**
      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.
      2. The State also reserves the right to conduct any evaluation verifications before the final award or at any time during the transversal term contract period.
   7. **Right of Award**
      1. The State reserves its following rights -
         1. To award the bid in part or in full,
         2. Not to make any award in this bid or accept any bids submitted,
         3. Request further technical information from any bidder after the closing date,
         4. Verify information and documentation of the bidder(s),
         5. Not to accept any of the bids submitted,
         6. To withdraw or amend any of the bid conditions by notice in writing to all bidders before closing of the bid and post-award, and
         7. If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

# SECTION C: CONDITIONS OF CONTRACT

## CONCLUSION OF CONTRACT

* 1. The Contract between National Treasury and the preferred bidder/s (Service Provider) collectively referred to as the Parties shall come into effect after the service provider has been issued with an unconditional letter of acceptance to their bid.
  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 RT80-1-2024 is concerned:
     1. Bid Documents
     2. Letter of Appointment
     3. Award Documents
     4. Transversal Contracting Agreement (TCA)
  3. If there is any contradiction between the abovementioned documents, the special conditions of the contract shall take precedence. For Section B, the term “service provider “shall refer to the preferred bidder appointed in terms of the RT80-1-2024 transversal contract.

## PARTICIPATING STATE INSTITUTIONS

Table 7: Participating Government Institution

| **#** | **DEPARTMENT NAME** |
| --- | --- |
| 1 | South African Police Service |

## POST-AWARD PARTICIPATION

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

## STANDARDS/SPECIFICATIONS

* 1. Bidders are required to comply with the detailed technical specifications as per all categories and non-compliance to the specification requirement will invalidate the items which the compliance is not adhered to.
  2. All latest SANS (SABS) requirements will be applicable when items are priced for and will be always applied.
  3. Steel must comply with SABS Codes:
  4. SANS 10162-1**,** SANS 10162-2, SANS 10162-4, SANS 12944-5, SANS 12944-7 AND SANS 121

## SOUTH AFRICAN BUREAU OF STANDARDS (SABS):

* 1. SANS, SABS, AND ISO specifications are available from South African Bureau of Standards Office’s countrywide. Obtaining of such standards will be the responsibility of and for the account of the prospective bidder. To purchase standards, obtain quotes or enquire about the availability of eStandards, please contact Standards Sales at:
  2. Email: Postal Address: Private Bag X191, Pretoria, 0001; Physical Address: 1 Dr Lategan Road, Groenkloof, Pretoria. Tel: (012) 428 6883, Fax: (012) 428 6928, E-mail: sales@sabs.co.za Website: www.sabs.co.za and follow the “Search/Buy Standards”

## CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

* 1. **Contract Administration**
     1. The administration and facilitation of the transversal contract is the responsibility of the National Treasury and all correspondence in this regard must be directed to the Transversal Contracting Department via email on TCcontracts[2@treasury.gov.za](mailto:2@treasury.gov.za)
     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.
  2. **Supplier Performance Management**
     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.
     2. Supplier performance rating Form (to be provided for by the National Treasury after the bid award) will be instituted, and every supplier must complete it to ensure good performance.
     3. End-user State institutions are required to report to the National Treasury on where supplier’s performance is not satisfactory.
     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.

## CONTRACT PRICE ADJUSTMENT

* 1. **Formula** 
     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.
     2. Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.
     3. The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

Table 8: Contract Price Adjustment Formula

|  |  |  |
| --- | --- | --- |
|  | | |
| 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 |

* 1. **Formula component definitions**
     1. **Adjustable amount**
        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.
     2. **Fixed portion**
        1. The fixed portion represents those costs that will not change over the adjustment period and do NOT represent the profit margin. In this bid, the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract periods.
     3. **Cost components and proportions**
        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.
        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.
        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 |  |
| **TOTAL (Cost components must add up to 100%)** |  |

* + 1. **Applicable indices/references**
       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: Application 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]](#footnote-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]](#footnote-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) |

* + 1. **Base index date**
       1. The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid, the base index date is **31 May 2025.**
    2. **End index date.**
       1. The end index dates are the dates at predetermined points in time during the contract period. In this bid, the end indices are defined in the next paragraph (Price Adjustment Periods).
    3. **Price adjustment periods**
       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** | 31 May 2026 | April 2026 | 1 July 2026 |

* + 1. **Rates of exchange (RoE) – Base and average rates**
       1. If material and/or finished products are imported the following will apply:
       2. The formula described above will be used and the imported cost component of the bid price (D1) will be adjusted considering the base RoE rate referred paragraph in the below paragraph and the average RoE rate over the period under review indicated in the below paragraph.
       3. 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.
       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.
       5. The Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item (s) to South African currency is indicated in the table below.

Table 12: CPA Rate of Exchange

|  |  |
| --- | --- |
| **Currency Name** | **Rates of exchange: 1 March 2024 to 31 April 2025** |
| **US Dollar** | 18.47 |
| **Euro** | 19.70 |
| **Pound** | 23.37 |

* + - 1. Should the bidder make use of any other currency not mentioned above, the bidder is requested to calculate the average for the period **1 March 2024 to 31 April 2025** using the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates. Please refer to TCBD 14 (Procedure to download historical exchange rates from the Reserve Bank website) for instructions.
      2. 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 March 2026 to 31 April 2027 |

* + 1. **General**
       1. Unless prior approval has been obtained from the National Treasury, Transversal Contracting, no adjustment in contract prices will be made.
       2. Application for price adjustment must be accompanied by documentary evidence in support of any adjustment.
       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.
       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.
       5. Bidders are referred to in the paragraph regarding counter conditions.
       6. An electronic price adjustment calculator will be available on request from Transversal Contracting.
       7. The State reserves the right to negotiate a price adjustment or not to grant any price adjustment.

## DELIVERY ADHERENCE, ORDERS AND PAYMENTS

* 1. **Orders**
     1. Suppliers should note that each purchasing State institution is responsible for generating the order(s) as well as the payment(s) thereof.
     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).
     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.
     4. The State is under no obligation to accept any quantities which are more than the ordered quantities.
  2. **Delivery Adherence** 
     1. Delivery of items must be made as per the instructions appearing on the official purchase order forms issued by purchasing State institutions.
     2. All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been affected.
     3. In respect of items awarded, Suppliers must adhere strictly to the delivery lead times quoted in their bids.
     4. Deliveries not complying with the purchase order forms will be returned to the Supplier(s) at the Supplier’s expense.

## ITEM REQUIREMENTS

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

## CONTINUITY OF SUPPLY

* 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:
     1. Industrial action,
     2. Manufacturing Pipeline
     3. Any other supply challenges.
  2. In terms of the General Conditions of Contract and Special Requirements and Conditions of Contract, the participating authorities reserves the right to purchase outside of the contract to meet its requirements if:
     1. The contracted supplier fails to perform in terms of the contract.
     2. The item(s) are urgently required and not immediately available.
     3. In the case of an emergency.

## ASSIGNMENTS AND CESSIONS OF CONTRACTS AND CHANGES IN CONTACT DETAILS

* 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.
  2. **Assignments of Contract**
     1. Assignment of contract refers to the transfer of rights and obligations in a contract from an assigned to an assignee. The effect of this is that the service provider appointed through a competitive bidding process transfers the contract in its entirety that is, the obligation (the responsibility of rendering the services) and the right (of receiving payment for service rendered) to a third party that did not participate in the bidding process or a bidder that participated in the bidding process but was not successful.
     2. Assignment of contracts is therefore not allowed as it will be contrary to principles of section 217 of the Constitution particularly, fairness, transparency, and competitiveness.
  3. **Cession of Contracts**
     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).
        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.
  4. **Changes in the Service Provider Contact Details**
  5. A contracted supplier must inform the National Treasury within 7 days of any changes of address, name, and or contact details.

## POST-AWARD PRODUCT COMPLIANCE PROCEDURES

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

## REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS

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

## MONITORING

* 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:
     1. Compliance with delivery lead times
     2. Percentage of orders supplied in full first time.
     3. Compliance with reporting requirements according to reporting schedule.
     4. Attendance of compulsory meeting: The National Treasury compulsory meetings with suppliers to review supplier performance. The schedules of the meetings will be sent to successful bidders.
  2. The state may conduct a random audit(s) with or without prior appointment arrangements with the appointed Supplier(s).
  3. The National Treasury will conduct meetings with the Participating Institutions and Suppliers to discuss transversal contracting issues.
  4. The National Treasury may request Participating Institutions to impose penalties, where deemed necessary, as per Sections 21 and 22 of the General Conditions of Contract.
  5. Any change in the status of supply performance during the contract period must be reported within seven (7) days of receipt of such information to the National Treasury.
  6. Reporting and Supplier(s) meetings and schedules will be communicated to successful bidders.
  7. All successful Suppliers are required to submit historical value and volume reports via e-mail every quarter to: [TCcontracts1@treasury.gov.za](mailto:TCcontracts1@treasury.gov.za) / [TCcontracts2@treasury.gov.za](mailto:TCcontracts2@treasury.gov.za)
  8. Detailed reporting requirements from Suppliers will be provided to awarded Suppliers.

## TERMINATION

## Termination of Contract

* + 1. The State shall be entitled to terminate this agreement if one or more of the following occur: –
    2. The Supplier decides to transfer the contract or cede the contract.
    3. The supplier does not honour contractual obligations including the submission of information.
    4. The supplier is provisionally or finally liquidated, making it impossible for the supplier to perform its functions in terms of this transversal contract.
    5. The supplier enters settlement arrangements with their creditors.
    6. The supplier commits an act of insolvency.
    7. If the supplier is a member of an unincorporated joint venture or consortium and the membership of such joint venture or consortium changes.
    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.
    9. Overall poor performance rating during the contract period

**END**

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 [↑](#footnote-ref-1)
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.* [↑](#footnote-ref-2)
3. *In the absence of a labour agreement, the labour cost component will be adjusted with CPI Headline inflation.* [↑](#footnote-ref-3)