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TERMS OF REFERENCE

NT003-2026

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OFF-SITE RECORDS MANAGEMENT
STORAGE SERVICES FOR A PERIOD OF THREE (3) YEARS**

CLOSING DATE AND TIME OF BID

06 MARCH 2026 AT 11H00

BID VALIDITY PERIOD: 90 DAYS

National Treasury

Supply Chain Management



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LIST OF ABBREVIATIONS

CIPC	Companies and Intellectual Property Commission
CSD	Central Supplier Database
NT	National Treasury
SARS	South African Revenue Service
SCC	Special Conditions of Contract
SBD	Standard Bidding Document
VAT	Value Added Tax
NARSSA	National Archives and Records Service of South Africa

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Table 1: Bid Document Checklist and Returnable Documents

#	Document Name ¹	Included in the published bid document?	To be returned by the bidder?	Bidder to tick Yes if the document is submitted
PHASE 1: MANDATORY REQUIREMENTS				
1.	Verifiable proof of public liability insurance to the value of R3 million and must be active.	No	Yes	
2.	Pricing Schedule (SBD 3.3)	Yes	Yes	
3.	COIDA Valid Letter of Good Standing	No	Yes	
4.	Valid National Archives and Records Management inspection certificate	No	Yes	
PHASE 2: LEGISLATIVE AND STANDARD BIDDING REQUIREMENTS FOR FUNCTIONALITY PURPOSE				
5.	SBD 1 invitation form to bid	Yes	Yes	
6.	SBD 4 Declaration of Interest	Yes	Yes	
7.	SBD 6.1 Preference Points Claim Form	Yes	Yes	
8.	CIPC documents	No	Yes	
Phase 2.1 ADDITIONAL REQUIREMENTS (NOT FOR DISQUALIFICATION)				
9.	Reference Letters supported by purchase orders/Completion Certificate/ SLA	No	Yes	
10.	Company Profile	No	Yes	



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#	Document Name ¹	Included in the published bid document?	To be returned by the bidder?	Bidder to tick Yes if the document is submitted
11.	Project Plan	No	Yes	
12.	Project Lead CV	No	Yes	
13.	Full CSD report	No	Yes	
14.	Valid Tax Clearance Certificate	No	Yes	
15.	Signed Teaming Agreement (If Applicable)	No	Yes	
PHASE 3: FUNCTIONALITY				
16.	The bidder must submit supporting documents. A minimum threshold of 60 % must be achieved.	No	Yes	
PHASE 4: Site Inspection				
	The Site inspection will be limited to the bidders who met the minimum threshold of 60% on functionality. A minimum threshold of 60 % on-site inspection must be achieved	No	No	
PHASE 5: PRICE & SPECIFIC GOALS				
17.	Proof of specific goals requirements	No	Yes	



SECTION A: INTRODUCTION AND TERMS OF REFERENCE

1. DESCRIPTION AND FORMAT OF THE BID

1.1 This bid is for the appointment of a service provider to provide off-site records storage on behalf of the National Treasury. The 12 400 off-site storage boxes are currently stored at an off-site storage facility located in Pretoria. Approximately 2000 boxes will be collected from the National Treasury.

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

2. LEGISLATIVE AND REGULATORY FRAMEWORK

2.1 This bid and all contracts emanating therefrom will be subject to General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA), as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 regulations.

2.2 The Special Conditions of Contract (SCC) are supplementary to those of the General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

3. DURATION OF CONTRACT

3.1 The contract shall be for three (3) years.

4. TERMS OF REFERENCE

4.1 TECHNICAL SPECIFICATIONS

4.1.1 The prospective service provider(s)/bidder(s) is expected to provide a comprehensive



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and reliable off-site records archiving and retrieval programme, comprising the following:

- 4.1.2 The storage facility where records will be stored must be located within a 75 km radius of Riverwalk Office Park, 41 Matroosberg Road, Ashlea Gardens, Pretoria.
- 4.1.3 A secure and safe archiving facility, which is suitable for the purpose and mitigates risks associated with records storage.
- 4.1.4 The correct capturing of individual files/folders per box to enable easy retrieval.
- 4.1.5 To provide an index list per box that shows the individual files/folders contained in each box per business unit.
- 4.1.6 Retrieval services for stored records at the off-site storage facility and delivery to NATIONAL TREASURY offices within 24 hours of request
- 4.1.7 Where necessary, the provision of storage boxes and relevant tracking labels for the records to be transferred from the NATIONAL TREASURY to the off-site storage
- 4.1.8 The collection and removal (delivery/transportation) of records and files from the NATIONAL TREASURY to the offsite storage facility as and when required.
- 4.1.9 To collect records from the current storage facility to their offsite storage facility.
- 4.1.10 Disposal of time expired records on instruction by the National Treasury.



5. CONFIDENTIALITY OF INFORMATION

- 5.1 For security reasons, all resources will be required to produce a valid identity card/ID book for access control and security reasons.

6. BRIEFING SESSIONS

- 6.1 A non-compulsory “virtual” briefing session will be conducted to share information as well as clarifications of issues related to the bid. To express your interest in joining the session, please send an email to NTAdministrativeTenders@treasury.gov.za.

The meeting details are as follows:

Date: **19 February 2026**

Time: **11h00am** South African Standard Time (SAST)

Link: <https://teams.microsoft.com/meet/32716428981803?p=Y1lclbEVzuU61g9yRi>

SECTION B: CONDITIONS OF BID

7. PART 1: EVALUATION CRITERIA

- 7.1 The details of the evaluation phases are outlined below:

Table 2: Evaluation Criteria

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Mandatory requirements	2.1 Legislation and other standard bidding Requirements	Functionality Evaluation	Site Inspection	Price and Specific Goals
Compliance with mandatory requirements	Compliance with legislative and other bid requirements for evaluation	Minimum threshold of 60%	Minimum threshold of 60%	Bids are evaluated in terms of the 80/20 preference system



7.2 **PHASE 1: MANDATORY REQUIREMENTS**

7.2.1 **Pricing Schedule**

7.2.1.1 Bidders are required to submit their fully completed pricing proposals (**SDB 3.3**). Bid prices must be inclusive of all costs and VAT. **(Bidders can also provide a thorough breakdown quotation on their company letterhead)**

7.2.2 **Public Liability Insurance**

7.2.2.1 Bidders are required to submit valid and verifiable proof of public liability insurance to the value of **R3 million**, and the insurance must currently be active and in place.

7.2.3 **A valid National Archives and Records Management inspection certificate not older than 3 years must be submitted**

7.2.4 **Letter of Good Standing**

7.2.4.1 Compensation for Occupation Injuries and Diseases Act (COIDA) of 1993 (amended in 1997) and submit a valid Letter of Good Standing for COIDA.

Failure to comply with the mandatory requirement phase and submit all the required documentation will result in the bidder being non-responsive and result in disqualification.

7.3 **PHASE 2: LEGISLATIVE AND OTHER STANDARD BIDDING DOCUMENTS**

7.3.1 **Legislative Requirements**

7.3.2 It is also a requirement for bidders to submit the other legislative documents as detailed below.

7.3.3 SBD 1 invitation form to bid.

7.3.4 SBD 4 bidder's disclosure.

7.3.5 SBD 6.1 preference points claim form.

7.3.6 Company registration document (CIPC)

7.4.1 **Additional Requirements (Not for elimination)**

7.4.1.1 The format of the CVs must be in accordance with the prescribed format **(ANNEXURE A)**

7.4.1.2 Valid work permit and existing security clearance for foreign nationals are compulsory. All resources for the project must have a security clearance and



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be vetted at a confidential level or above.

- 7.4.1.3 The bidder must submit a full report of the Central Supplier Database (CSD).
- 7.4.1.4 In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement by both parties must be submitted.
- 7.4.1.5 In the case of a Joint Venture, Consortium, Trust, or Partnership, a Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted (which will be verified)
- 7.4.1.6 In the case of a Joint Venture, Consortium, Trust, or Partnership, a Consolidated Central Supplier (CSD) Database Registration or both companies' CSDs must be submitted.

NOTE:

The National Treasury may contact bidders in case additional information is required

Failure to comply with the requirement above within 7 working days after being informed will lead to invalidation of your bid.

7.5 PHASE 3: FUNCTIONALITY EVALUATION

- 7.5.1 During this phase, bidders' responses will be assessed based on functionality. To proceed to the next phase of evaluation, bidders must achieve a minimum total score of **60%** for the functional requirements. Only bidders who pass phase one (1) will be considered for functionality evaluation. Failure to meet the minimum functionality threshold will result in disqualification from further evaluation.
- 7.5.2 Bidders are required to submit supporting documentation for all functional requirements as part of their bid submission. The Bid Evaluation Committee (BEC) will assess and score each bid based solely on the submitted documentation and the information provided. Failure to provide adequate supporting documents may result in a lower functionality score.
- 7.5.3 Each criterion will be assigned a score, which will then be multiplied by the designated weighting for that criterion. The total score will be calculated by summing these



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weighted scores and expressing the result as a percentage of the highest possible score. Bidders are encouraged to ensure that their submissions are complete and clearly demonstrate compliance with the functional requirements.

Table 3: Functionality Evaluation

No	Evaluation Criteria	Weights	Scoring Criteria
1.1	<p>Proven Track Record</p> <p>Bidders are required to submit a minimum of three (3) reference letters supported by the purchase orders/Completion Certificate, or SLA, indicating that they have successfully stored and managed records in the recent ten (10) years or the bidder has an active contract.</p> <p>The reference letters must be signed and be on the letterhead of the institution/organization where the storage and management of records were/are provided, indicating the duration of the contract or service, the description of the products supplied, and the value of the contract/service.</p> <p>Each letter must include the following information:</p> <ul style="list-style-type: none"> • Client name • Description of the project • The contact person, phone number and the company's business address • Project Period <p>Furthermore, a completion certificate/purchase order/ or SLA must be aligned with the reference letter submitted.</p> <p>NB: Only the reference letters supported by the /PO/completion certificate/SLA indicating all the requirements mentioned above will be considered. Failure to supply</p>	30	<p>5- Excellent</p> <p>5 or more reference letters with 5 or more PO/Completion Certificate/SLA aligned with the reference letter submitted.</p> <p>4- Very Good</p> <p>4 reference letters with 4 PO/Completion Certificate/SLA aligned with the reference letter submitted</p> <p>3 -Good</p> <p>3 reference letters with 3 PO/Completion Certificate/SLA aligned with the reference letter submitted</p> <p>2- Average</p> <p>2 reference letters with 2 PO/Completion Certificate/SLA aligned with the reference letter submitted</p> <p>1 – Poor</p> <p>1 reference letter with 1 PO/Completion Certificate/SLA aligned</p>



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	<p><i>the required documents as per the criteria will result in the allocation of the lowest score.</i></p>		with the reference letter submitted
1.2	<p>Contingency plan and methodology</p> <p>The Contingency plan and methodology should address the following aspects.</p> <ul style="list-style-type: none">• Physical security measures 24/7 (access control, surveillance, guards)• Loss, damage, or discrepancies (mitigation/recovery plan)• Availability of emergency or urgent access (in cases of natural disaster, fires, flooding, etc.)• Contingency arrangements for service disruption• Environmental controls (fire detection, moisture control, ventilation)	10	<p>5- Excellent The contingency plan and methodology address 5 or more criterion aspects</p> <p>4- Very Good The contingency plan and methodology address 4 of the criterion aspects</p> <p>3 -Good The contingency plan and methodology address 3 of the criterion aspects</p> <p>2- Average The contingency plan and methodology address 2 of the criterion aspects</p> <p>1 – Poor The contingency plan and methodology address 1/ none of the criterion aspects</p>
1.3	<p>Project Plan</p> <p>Provide a detailed proposal to indicate how the services described in the terms of reference will be executed, monitored, and controlled. The proposal should address the following aspects:</p>	20	<p>5- Excellent Proposal addresses 5 or more criterion aspects</p> <p>4- Very Good</p>



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	<ul style="list-style-type: none"> Detailed project plan in terms including Work schedule/plan with clear deliverables and time frames Access and retrieval of records (24-hour retrieval turnaround) Capturing/indexing of files and boxes with the following metadata: File Name/Subject, file plan reference if it exists, Volume Number, Date file opened (oldest document date), Date Closed (newest document date), Disposal Availability of trained personnel and team composition Health & Safety Compliance and site-specific safety plan 		<p>Proposal addresses 4 of the criterion aspects</p> <p>3 - Good Proposal addresses 3 of the criterion aspects</p> <p>2- Average Proposal addresses 2 of the criterion aspects</p> <p>1 – Poor Proposal addresses 1 of the criterion aspects</p>
1.4	<p>Project Lead Experience</p> <p>Project lead person assigned to the project must have a minimum of five (5) years of experience in managing similar projects. Bidder must attach the Project Lead CV. The years of experience must clearly be stated with the start and end dates.</p>	25	<p>5 = 8 and more years of relevant experience</p> <p>4 = 6 to 7 years of relevant experience</p> <p>3 = 5 years of relevant experience</p> <p>2 = 3 to 4 years of relevant experience</p> <p>1= 1 to 2 years or less of relevant experience</p>
1.5	<p>Project Lead Qualification</p> <p>A minimum of a National Diploma/NQF6 in Records Management/Information Science/</p>	15	<p>5 = Honours degree or Post Graduate Diploma (NQF 8) or higher</p>



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Archives and Records Management/ Information Management/Public Administration or relevant.		4= Bachelor's degree/ Advanced Diploma (NQF 7) 3 = National Diploma/NQF6 2= Matric/Short course certification in Records Management/ Office Administration/ Information Management 1= No Matric
Total	100	
Minimum Threshold	60	
Bidders who did not meet a minimum threshold of 60% on the Technical Evaluation Criteria will be disqualified for further evaluation on the site inspection evaluation		

SITE INSPECTION

The National Treasury reserves the right to conduct site inspections and take pictures for evidence.

A compulsory site inspection will be conducted for shortlisted bidders. The company must have a physical office/site. Below is the evaluation criteria for the site inspection:

Table 4: Site Inspection Evaluation

No	Evaluation Criteria	Weights	Scoring Criteria
1	Storage facility	30	5-Excellent



	<p>The site inspection will verify the bidder's proposed storage facility:</p> <ul style="list-style-type: none"> • Proof of Lease Agreement / Title Deed • Facility location, accessibility and cleanliness of the facility • Physical security measures (24/7 access control, surveillance, guards • Environmental controls (fire detection/suppression, moisture control, ventilation) Compliance with building and safety standards • Proper visitor and staff sign-in/sign-out procedure <p>The following can be provided as proof of ownership for the service provider and must also be made available during the site inspection.</p> <ul style="list-style-type: none"> • 1. Proof of ownership or lease agreement of the office building (valid lease agreement) 		<p>All 5 criterion aspects are fully compliant and verified on site</p> <p>4 – Very Good</p> <p>All 4 criterion aspects are fully compliant and verified on site</p> <p>3 – Good</p> <p>3 criterion aspects are fully compliant and verified on site</p> <p>2 – Average</p> <p>2 criterion aspects are fully compliant and verified on site</p> <p>1 – Poor</p> <p>1 or none of the criterion aspects are fully compliant and verified on site </p>
<p>2</p>	<p>Asset Handling and Storage Practice</p> <p>The site inspection will verify operational practices for handling and storing records.</p> <ul style="list-style-type: none"> • Proper shelving and storage of records • Good condition of boxes and files • Evidence of proper packing, labelling, and inventory tracking • Accessibility and organization of assets • Proper procedures for handling 	<p>40</p>	<p>5 – Excellent</p> <p>All 5 criterion aspects observed and verified on site.</p> <p>4 – Very Good</p> <p>4 criterion aspects observed and verified on site.</p> <p>3 – Good</p> <p>3 criterion aspects observed and verified on site.</p> <p>2 – Average</p> <p>2 criterion aspects observed</p>



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	sensitive or high-value records		and verified on site. 1 – Poor 1 or none of the criterion aspects observed and verified on site.
3	<p>Access and Retrieval Systems</p> <p>Inspectors will assess the effectiveness of access and retrieval processes:</p> <ul style="list-style-type: none"> • Use of an electronic or manual tracking system to locate records • Controls to ensure only authorized access to records • Ability to track movement and the history of records • Secure and documented return process for retrieved records • Clearly defined and documented access and retrieval procedures 	30	<p>5 – Excellent</p> <p>All 5 criterion aspects observed and verified on site</p> <p>4 – Very Good</p> <p>4 criterion aspects observed and verified on site</p> <p>3 – Good</p> <p>3 criterion aspects observed and verified on site</p> <p>2 – Average</p> <p>2 criterion aspects observed and verified on site</p> <p>1 – Poor</p> <p>1 or none of the criterion aspects observed and verified on site.</p>
	Minimum Threshold	60 %	
	Total	100	
<p>Bidders who did not meet a minimum of 60% for site inspection will be disqualified for further evaluation on price and Specific goals.</p>			

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



7.6.1 Preference Point System

- 7.6.1.1 Prices quoted for all goods and services must be furnished based on supply and delivery.
- 7.6.1.2 The pricing schedule (SBD 3.3) 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 on how much the items offered will be charged.
- 7.6.1.3 Prices submitted for 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.
- 7.6.1.4 The bid prices must include all handling fees, delivery costs, and VAT.
- 7.6.1.5 The pricing evaluation will be in terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20 preference point system.
- 7.6.1.6 The following formula will be used to calculate the points for price:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where,

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

7.6.2 Applicable Taxes

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



7.6.3 Proof of equity ownership and related matters

7.6.3.1 The specific goals contemplated in this document 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.

7.6.3.2 all claims made for specific goals must be considered according to the following criteria:

- a) equity in private companies must be based on the percentage of equity ownership, and
- b) preference points may not be awarded to public companies and tertiary institutions.

7.6.3.3 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.

7.6.3.4 A tenderer must submit proof of its ownership.

7.6.3.5 A tenderer who does not submit proof of their ownership may not be disqualified from the bidding process, but they score points out of 80/20 for price and zero (0) points out of 80/20 for specific goals.

7.6.3.6 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.

7.6.4 Specific Goals

7.6.4.1 The following will be used to calculate the points for specific goals.

- a) The government intends to promote the following goals with this bid, and the points to be allocated are indicated against each goal:



Table 5: Preference Point System

SPECIFIC GOALS	POINTS ALLOCATED OUT OF 20	REQUIRED PROOF TO BE SUBMITTED FOR EVALUATION PURPOSES
<p>The company owned by black people</p> <ul style="list-style-type: none">• 100% company owned by black people = 5 points• 75% - 99% company owned by black people = 3 points• 60% - 74% company owned by black people = 2 points• 51%- 59% company owned by black people = 1 points• 0 - 50% company owned by black people = 0 points	5	<p>Proof of claim as declared on SBD 6.1 (one or more of the following will be used verifying the tenderer's status:</p> <ul style="list-style-type: none">• Certified identification documentation of company director/s• In case of joint venture consolidated B-BBEE certificated if the tendering company is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).
<p>The company owned by Women</p> <ul style="list-style-type: none">• 100% company owned by women = 5 points• 75% - 99% company owned by women = 3 points	5	<ul style="list-style-type: none">• Agreement for a Consortium, Joint Venture, or Trust.



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<ul style="list-style-type: none">• 60% - 74% company owned by women = 2 point• 51%- 59% company owned by women = 1 point• 0 - 50% company owned by women = 0 point		
<p>The company owned by people who are Youth.</p> <ul style="list-style-type: none">• 100% company owned by Youth= 5 points• 75% - 99% company owned by Youth = 3 points• 60% - 74% company owned by Youth = 2 points• 51%- 59% company owned by Youth = 1 points• 0 - 50% company owned by Youth = 0 points	5	
<p>The company owned by people who are disabled.</p> <ul style="list-style-type: none">• 100% company owned by people who are disabled = 5 points	5	



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<ul style="list-style-type: none">• 75% - 99% company owned by people who are disabled = 3 points• 60% - 74% company owned by people who are disabled = 2 point• 51%- 59% company owned by people who are disabled = 1 points• 0 - 50% company owned by people who are disabled = 0 points		
POINTS	20	

- b) The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.
- c) Bidders are required to complete the SBD 6.1 forms in order to claim preference points. Only a bidder who has completed and signed the declaration part of the SBD 6.1 preference points claim forms will be considered for preference points.
- d) The bidders must submit Identity Documents (ID), Central Supplier Database (CSD) and CIPC registration documents. These documents will serve as proof of ownership and directorship of the company.
- e) 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.
- f) The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made about preference.
- g) Points scored will be rounded off to the nearest 2 decimals.
- h) 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.

- i) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score 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.
- k) Failure on the part of the bidder to claim points for specific goals will give the bidder a score of zero (0).

PART 2: ADDITIONAL BID REQUIREMENTS

8. TERMS AND CONDITIONS

8.1.1 Counter Conditions

8.1.2 All requests for file retrieval must be finalised and delivered within 24 hours of receipt. Express requests must be finalised and delivered within 3 hours. Express calls submitted after 14h00 must be finalised by 8h00 the following day.

8.1.2.1 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.

8.1.2.2 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.

8.1.2.3 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.

8.1.2.4 It is imperative that bidders ensure compliance with all applicable labour and related legislation and associated standards, including but not limited to the Basic Conditions of Employment Act, 1997 (Act 75 of 1997), Labour Relations Act, 1995 (Act No.66 of 1995), Unemployment Insurance Act, 2001 (Act 63 of 2001) and Occupational Health and Safety Act. 1993 (Act 85 of 1993). The Department will monitor and enforce



compliance with these requirements during the contract period.

8.1.3 **Fronting**

8.1.3.1 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 in accordance with 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.

8.1.3.2 The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/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 enquiry / investigation, the onus will be on the bidder to prove that fronting does not exist.

8.1.3.3 Failure to do so by the bidder within a period of fourteen (14) days from date of notification by National Treasury may invalidate the bid / contract and may also result in the restriction of the bidder to conduct 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.

8.1.4 **Right Of Award**

8.1.4.1 The State reserves its following rights -

- a) Not to make any award in this bid or accept any bids submitted,
- b) Request further technical information from any bidder after the closing date,
- c) Verify information and documentation of the bidder(s),
- d) Not to accept any of the bids submitted,
- e) To withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid and post award, and
- f) If an incorrect award has been made to remedy the matter in any lawful manner



it may deem fit.

8.2 **THIRD PARTY AGREEMENTS AND SUB-CONTRACTOR AGREEMENTS**

8.2.1.1 No agreement between the bidder and any third party will be binding to the State.

8.2.1.2 In the event that bidder intends using sub-contractors to execute the Contract or part thereof, the bidder must note that it shall remain responsible and accountable for the completion of the work or delivery of services requirements.

8.2.1.3 The bidder must declare its intention to subcontract and the percentage of subcontracting thereof and must provide full description of subcontractor.

8.3 **SUBMISSION OF BIDS**

8.3.1 **ONLINE BID SUBMISSION**

8.3.1.1 Bidders must submit their bids online through the e-Tender Publication portal.

8.3.1.2 Manual or hardcopy bids are not acceptable.

8.3.1.3 The online e-Tender publication portal can be accessed on the following link:
<https://www.etenders.gov.za/>

8.3.1.4 Bidders to adhere to all the rules for the online bid submission.

8.3.1.5 Bidders' attention is drawn to the sequential submission format as per the checklist on Table 1.

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

8.3.1.7 Submit all bid queries via email to NTAdministrativeTenders@treasury.gov.za.

8.4 **COMMUNICATION AND CONFIDENTIALITY**

8.4.1 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.

8.4.2 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,



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employees and advisors will not be liable with respect to any information communicated which is not accurate, current, or complete.

8.4.3 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the National Treasury (other than minor clerical matters), the bidder must promptly notify the National Treasury in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the National Treasury an opportunity to consider what corrective action is necessary (if any).

8.4.4 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the National Treasury will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.

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

8.4.6 No representations made by or on behalf of the National Treasury in relation to 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).

8.4.7 All persons (including all bidders) obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the contents of the bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a response to this bid.

8.5 **CONTACT DETAILS**

8.5.1 **Bid Enquiries:** - All enquiries should be in writing to NTAdministrativeTenders@treasury.gov.za . The closing date for receipt of all enquiries is **05 March 2026**. All enquiries beyond the closing date will not be considered.



9. PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS

9.1.1 Once the evaluation process is complete there will be a recommendation report by the BEC to the Bid Adjudication Committee (BAC) who has the authority to either support (recommendation) or not support (recommendation) the recommendation/s to the Director General for appointment/s.

9.1.2 On approval of the recommendation/s and appointment/s, the successful bidder(s) will sign an acceptance letter together with the Service Level Agreement for of hygiene and cleaning services for period of three (3) years.

9.2 Tax Compliance Requirements

9.2.1 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 South African Revenue Service (SARS) to meet the bidder's tax obligations.

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

9.2.3 It is a requirement that bidders grant a written confirmation when submitting this bid response that SARS may on an on-going basis during the tenure of the transversal contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

9.2.4 Bidders are required to be registered on the Central Supplier Database (CSD) and National Treasury shall verify the bidder's tax compliance status through the CSD or through SARS.

9.2.5 Where Consortia / Joint Ventures / Sub-Contractors are involved, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or through SARS.

9.3 NEGOTIATIONS

9.3.1 The State reserves the right to negotiate with the shortlisted bidders prior or post award. The terms and conditions for negotiations will be communicated to the shortlisted bidders prior to 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



goods or services against the quality and or benefits of that goods or services.

9.4 **DUE DILIGENCE**

9.4.1 The State reserves the right to:

9.4.1.1 Conduct due diligence during the evaluation process to determine the ability of the bidder to honour contractual obligations that might emanate from this tendering process. The due diligence is not only limited to the bidder but to all parties the bidder might have confirmed to do business with for the fulfilment of the contract that might be awarded.

9.4.1.2 Conduct due diligence prior to final award or at any time during the contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.

9.4.1.3 Conduct any evaluation verifications prior to final award or at any time during the contract term period.

SECTION C: CONDITIONS OF CONTRACT

10. CONCLUSION OF SERVICE LEVEL AGREEMENT

10.1 The Contract/SLA between National Treasury and the Supplier(s), collectively referred to as Parties, shall come into effect after the Supplier(s) have been issued with an unconditional letter of acceptance of their bids.

10.2 The preferred bidder(s) shall be appointed in terms of this bid. The Parties must ensure that the terms and conditions of the Contract do not contradict the provisions of this bid document. If the terms of the Contract contradict the provisions of this bid document to the extent that the duration, pricing, as well as the goods and/or services have changed in terms of this contract, such Contract shall be deemed not to be in terms of this NT003-2026 contract. Therefore, any transaction that flows therefrom shall not be considered a transaction in terms of the NT003-2026 contract.

10.3 The following will form part of the Contract documents between the Parties in so far as NT003-2026 is concerned:



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10.3.1 Bid Documents,

10.3.2 Award Letters,

10.3.3 Contract/ Service Level Agreement, and

10.4 If there is any contradiction between the abovementioned documents, the order of precedence will be as follows, only in as far as it relates to goods and/or service -related matters:

10.4.1 Contract/ Service Level Agreement, and

10.4.2 Bid documents.

10.5 If there is any contradiction in relation to all other matters,

10.5.1 Contract/ Service Level Agreement, and

10.5.2 Bid documents.

10.6 **OWNERSHIP OF DATA**

10.6.1 All documents produced by the contractor, including its employees and agents, in the execution of this contract, shall be and remain the sole property of the state and any and all copyrights and ownership of all documents and data shall vest with the state.

10.7 **INSPECTION AND AUDIT**

10.7.1 The state reserves the right to inspect and audit any document pertaining to this SLA. This may also include queries and complaints. The contractor shall provide any assistance that may be required in this regard, free of charge. The cost of inspections and audits shall be borne by the National Treasury.

10.7.2 The state reserves the right to conduct performance and financial audits on the status of the contract, and the contractor shall provide any assistance that may be required in this regard, free of charge.

10.8 **DELAYS AND/OR UNSATISFACTORY PERFORMANCE**

10.8.1 The contractor shall, at all times, ensure that it renders the services in accordance with the provisions of this contract and within the delivery times or periods as agreed to between the parties.



10.8.2 In a case where a contractor is unable to deliver or honour the contract, the provisions of paragraph 12.3 of the General Conditions of contract must be followed.

11. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

11.1 Contract Administration

11.1.1 Suppliers must advise the Financial Management Chief Directorate: Supply Chain Management, National Treasury, immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances, as well as the period of delay, must be furnished.

11.2 Contract Performance Management

11.2.1 Contract performance management will be the responsibility of the National Treasury, and where Supplier performance disputes cannot be resolved between the Supplier and the end-user/ project owner, SCM: Contract Management must be informed for corrective action.

12. RISK MANAGEMENT

12.1 The contractor's systems and procedures shall incorporate both preventative and detective safeguards capable of preventing and detecting fraudulent transactions.

12.2 The contractor shall be liable for all costs or damages incurred by the state where:

12.3 Costs or damages are a result of irregularities involving the staff of the contractor.

12.4 Where preventative and detective safeguards failed.

13. DISPUTE RESOLUTION

13.1 In the event of any dispute arising from this contract, the Parties shall make every effort to settle such dispute amicably within a period of 7 (seven) days.

13.2 If the Parties (the contractor and end-user institution) are not capable of settling the dispute amicably, within a period of 7 (seven) days, such dispute shall be elevated to the National Treasury.

14. TERMINATION

14.1 **The State shall be entitled to terminate this agreement if one or more of the**



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following occur: –

- 14.1.1 The service provider decides to transfer the contract or cede the contract.
- 14.1.2 The service provider does not honour contractual obligations, including submission of information.
 - 14.1.2.1 The service provider is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this Contract.
- 14.1.3 The service provider enters settlement arrangements with their creditors.
- 14.1.4 The service provider commits an act of insolvency.
 - 14.1.4.1 In the event that the service provider is a member of an unincorporated joint venture or consortium and the membership of such joint venture or Consortium changes.
 - 14.1.4.2 The State reserves its right to terminate the Contract in the event that there is a change in ownership of the service provider that has the effect that over 50% ownership of the service provider belongs to the new owner without prior written approval of the State.
 - 14.1.4.3 Either Party may terminate this Contract for breach in the event that the other party fails to comply with any of its obligations in terms of this Contract and has failed to remedy such breach within fourteen (14) calendar days' written notice to remedy such non-compliance.
 - 14.1.4.4 Notwithstanding the provisions above, either Party may terminate this Contract by giving the other Party 30 (thirty) days' written notice to that effect.

END