SPECIAL CONDITIONS OF CONTRACT

NT010-2026

APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE, UPGRADE AND SUPPORT OF THE ELECTRONIC SECURITY SYSTEMS FOR NATIONAL TREASURY BUILDINGS FOR A PERIOD OF THREE (3) YEARS

NON-COMPULSORY VIRTUAL BRIEFING SESSION TO BE HELD:

21 AUGUST 2026 (MICROSOFT TEAMS)

CLOSING DATE AND TIME OF BID

04 SEPTEMBER 2026 AT 11H00

BID VALIDITY PERIOD:

90 DAYS

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LIST OF ABBREVIATIONS

ABBREVIATION	FULL NAME
BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
B-BBEE	Broad-Based Black Economic Empowerment
CIPC	Companies and Intellectual Property Commission
CSD	Central Supplier Database
ECM	Emergency Corrective Maintenance
ESS	Electronic Security Systems
NECM	Non-Emergency Corrective Maintenance Service
NT	National Treasury
OEM	Original Equipment Manufacture
PM	Preventative maintenance
PSIRA	Private Security Industry Regulatory Authority
QSE	Qualified Small Enterprise
RSA	Republic of South Africa
SLA	Service Level Agreement
SARS	South African Revenue Service
SCC	Special Conditions of Contract
SBD	Standard Bidding Document
VAT	Value Added Tax

DEFINITIONS

Customer	A participant on the contract who 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 entering into an agreement with the bidders to validate the bid responses.
Consumable materials	Cleaning solutions, swabs, electrical tape, and other products that are commonly available and normally used in the cleaning and adjustment of equipment under a PM program.
Electronic Security Systems	Hikvision (access control, CCTV and Hikcentral Series).
Incidental expenses	Service Provider's vehicle; vehicle maintenance and vehicle mileage expenses; Provision of tools and special tools.
Minor parts	Connectors, splices, replaceable indicators, bulbs, fuse, replaceable switches, replaceable relays, mounting hardware, screws, bolts, cables, that would be used for the adjustment and repair of existing equipment.
ICT related items	All items (hardware or software) that the National Treasury procure through the internal ICT committee. These items include but are not limited to: 1. Servers 2. Network switches 3. Laptops, Desktops and Tablets 4. Monitor screens 5. Operating software and generic program (Windows and Microsoft)
Non-ICT related items	All items (hardware or software) that are not ICT related. These items include but are not limited to: 1. Proximity card readers and biometric readers 2. Magnetic locks and brackets 3. Door sensors, emergency door release boxes and accessories 4. Control cards, Power Supply Units and batteries 5. Card printers and webcams 6. Surveillance cameras System software and programs

Table 1: Bid Document Checklist and Returnable

#	Document Name[1]	Included in the published bid document?	To be returned by bidder?	Bidder to tick Yes if document is submitted
PHASE 1: MANDATORY REQUIREMENTS				
	SBD 3.3 Pricing Schedule	Yes	Yes	
	Private Security Industry Regulatory Authority (PSIRA) registration certificate as Security Service Provider. Such registration must remain valid during the period of the contract	No	Yes	
PHASE 2: LEGISLATIVE AND OTHER STANDARD BIDDING REQUIREMENTS				
1.	SBD 1 Invitation form to bid	Yes	Yes	
2.	SBD 4 Declaration of Interest	Yes	Yes	
3.	SBD 6.1 Preference Points Claim Form	Yes	Yes	
4.	Full CSD report	No	Yes	
5.	CIPC documents	No	Yes	
6.	CV Template	Yes	Yes	
7.	Company's accreditation to work on and supply Honeywell's OEM products.	No	Yes	
8.	Signed teaming agreement	No	If Applicable	
9.	Valid Tax Clearance Certificate and/or SARS-issued pin code	No	Yes	
10.	Consolidated Central Supplier Database Registration (CSD) full report in the case of a joint venture	No	If Applicable	
PHASE 3: FUNCTIONALITY				
11.	Bidder must submit supporting documents. Minimum threshold of 60 % must be achieved	No	Yes	
PHASE 4: PRICE & SPECIFIC GOALS				
12.	Proof of specific goals requirements	No	Yes	

SECTION A: INTRODUCTION AND SPECIAL CONDITIONS OF CONTRACT

1. DESCRIPTION AND FORMAT OF THE BID

1.1 This bid is for the appointment for a service provider to maintain, upgrade and support the existing Hikvision-Hikcentral Electronic Security Systems for the NT buildings for a period of three (3) years.

1.2 Electronic security systems comprise of:

1.2.1 Hikvision-Hikcentral (integrated access control and CCTV monitoring) for Block A and C, Riverwalk Office Park, 41 Matroosberg Road, Ashlea Gardens.

1.3 This bid document is structured as follows:

- Section A : Introduction and Special Conditions of Contract
- Section B : Conditions of Bid
- Part 1 : Evaluation Criteria
- Part 2 : Additional Bid Requirements
- Part 3 : Recommendation and Appointment of Bidders
- Section C : Conditions of Contract

2. LEGISLATIVE AND REGULATORY FRAMEWORK

2.1 This bid and all contracts emanating there from 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 that of 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 a period of three years.

4. BRIEFING SESSION

4.1 A highly recommended virtual briefing session will be held as follows:

Venue : Microsoft Teams

Date : 21 August 2026

Link https://teams.microsoft.com/meet/337859803408117?p=6HmZULYGl26wQrTXCx

Time : 10:00 – 11:00

4.2 The bid information session is compulsory to provide bidders with an opportunity to obtain clarity on certain aspects of the procurement process as set out in this bid document.

4.3 The National Treasury reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.

5. SPECIAL CONDITIONS OF CONTRACT

5.1 **Technical Specifications**

5.1.1 This bid is for the appointment of a service provider to maintain the Electronic Security Systems for the NT buildings for period of three (3) years.

5.2 The Service Provider shall be expected to deliver preventative and corrective maintenance activities which include any programming, configuration, upgrade or update, adjustment, repair, or replacement of any part of all supported systems (be either software, hardware or operating systems). This will entail the following:

5.2.1 Monthly Preventative Maintenance Services (PM) shall include:

Preventive Maintenance (PM) is defined as the scheduled care and servicing for the purpose of maintaining equipment and systems up to their intended operating conditions by providing for systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects. PM tasks, also known as scheduled or routine maintenance activities, are proactive measures that help prevent, predict and minimize the risk of system, subsystem, and component failure.

5.2.1.1 All tasks recommended by the OEM, shall be performed on a periodic basis, such as system inspections, routine cleaning, and software updates to ensure that systems and subsystems are in proper working order.

5.2.1.2 Visual inspections, concise operational testing, adjustments, lubrication, cleaning, data backups, and performance verification of applications and hardware performance. Whenever possible, detected faulty components. Repairs shall be performed during the PM

Services, otherwise these tasks will be performed during Non-Emergency Corrective Maintenance Service activities.

5.2.1.3 Provision of labour, consumable material, minor parts and incidental expenses.

5.2.1.4 The services shall be performed by the Service Provider's OEM certified technician on a schedule agreed upon by the service provider and the National Treasury representative.

5.2.1.5 Provision of at least two authorized maintenance technicians who shall be dedicated to the PM services in the National Treasury.

5.2.1.6 Provide a PM Services report at the completion of each task. The report shall include a description of all procedures performed, the status of the system and contain recommendations, if any, to enhance system performance or readiness.

5.2.2 <u>Non-Emergency Corrective Maintenance Service (NECM) shall include:</u>

NECM is defined as the maintenance performed to correct a breakdown or failure of the system or equipment whereby the failure does not cause undue risk to personnel or property but may cause the system to operate in an inconvenient or degraded manner. A failed system or component may be detected during PM activities or may be detected by the National Treasury during normal use of the system.

5.2.2.1 All tasks which are required to restore the system to operational status or correct a failure that has occurred or is in the process of occurring, and may consist of repair, restoration, upgrade and/or replacement of components.

5.2.2.2 Problem diagnosis, repair and/or replacement of faulty components, and verification of the repair action.

5.2.2.3 Provision of labour, consumable material, minor parts and incidental expenses.

5.2.3 <u>Emergency Corrective Maintenance Service shall include:</u>

Emergency Corrective Maintenance (ECM) is defined as the maintenance performed within a pre-defined period to correct a breakdown or failure of the system or equipment whereby the failure may result to undue risk to personnel or property, and to the point where the system is inoperable.

5.2.3.1 All tasks which are required to restore the system to operational status or to correct failure that has occurred or is in the process of occurring, and may consist of repair, restoration and/or replacement of components.

5.2.3.2 Problem diagnosis, repair and/or replacement of faulty components, and verification of the repair action.

5.2.3.3 Provision of labour, consumable material, minor parts and incidental expenses.

5.2.3.4 Accessibility to an appointed technician 24 hours a day, 7 days a week, 365 days a year, including all public holidays.

5.2.3.5 After-hour ECM requests shall be received by the Service Provider's operation's call centre clerk or dedicated maintenance technician telephonically from the National Treasury representative. A corrective maintenance request form will be completed for each maintenance action or work request.

5.2.3.6 Telephone response time for after-hour ECM service shall be within four (4) hours after receipt of an ECM request. On site response time for ECM service shall be within eight (8) hours after acknowledgement of an ECM request.

5.2.3.7 A service report at the completion of the task. The report shall include a description of the problem reported, the corrective action taken, and the status of the system. The report shall also contain those measures, if any, to prevent failure from occurring in future.

5.3 **Installation and upgrade of additional hardware, program software and or extension of any part of the sub-systems**

The service provider shall:

5.3.1 Install and upgrade all additional hardware, program software and or extension of all part of the systems (attained through the National Treasury procurement processes).

5.3.2 Work hand in hand with a third party or service provider which may have to interlink or interface any system or software with parts of the ESS.

5.4 **Provision of consumables; hardware replacement and repairs**

5.4.1 The service provider shall supply the National Treasury with the following consumables but not limited to:

5.4.1.1 Access cards

5.4.1.2 Lanyards and card holders

5.4.1.3 Card printing and laminating ribbon and printing machine

5.4.1.4 Printable Stickers and cards

5.4.1.5 Minor parts

5.4.1.6 Any other consumables used in the process of enrolling employees onto the systems

5.4.2 The service provider shall supply/provide the replacement or repair of non-ICT related items.

5.4.3 All ICT related items shall be procured through the internal NT ICT procurement process.

SECTION B: CONDITIONS OF BID

6. PART 1: EVALUATION CRITERIA

6.1 The details of the evaluation phases are outlined below:

Table 2: Evaluation Criteria

Phase 1	Phase 2	Phase 3	Phase 4
Mandatory requirements	**Legislation and other standard bidding Requirements**	**Functionality Requirements**	**Price and Specific Goals**
Compliance with mandatory requirements	Compliance with legislative and other bid requirements	Minimum threshold of 60%.	Bids evaluated in terms of the 80/20 preference system

6.2 **Phase 1: Mandatory Requirements**

6.2.1 Pricing Schedule

6.2.1.1 Bidders are required to submit responsive bids by completing all pricing on the provided pricing schedule (SBD 3.3) Non-submission of the pricing schedule will invalidate the bid.

6.2.1.2 The pricing schedule provided in these bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof.

6.2.1.3 Bid prices must be inclusive of all costs, and VAT.

6.2.1.4 The company's Private Security Industry Regulatory Authority (PSIRA) registration certificate as Security Service Provider. Such registration must remain valid during the period of the contract.

6.3 **Phase 2: Administrative and other standard bidding documents**

6.3.1 Administrative Requirements

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

6.3.3 SBD 1 invitation form to bid.

6.3.4 SBD 4 bidder's disclosure.

6.3.5 SBD 6.1 preference points claim form.

6.3.6 Central Supplier Database – A Central Supplier Database report must be submitted

6.3.7 CIPC documents

6.3.8 Shareholding portfolio by proof of registration of the company with Companies Intellectual Property Commission. An additional document detailing the shareholding of the bidder in an organogram format in support of the proof of company registration must be submitted by bidders at the closing date and time.

6.3.9 Company's accreditation to work on and supply Honeywell's OEM products.

6.3.10 **Failure to submit the documents indicated above even after the bidder has been notified and given a maximum of seven calendar days to rectify may invalidate the bid.**

6.4 Phase 3: Functionality Evaluation

6.4.1 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 two (2) will be considered for functionality evaluation. Failure to meet the minimum functionality threshold will result in disqualification from further evaluation.

6.4.2 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.

6.4.3 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 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

	EVALUATION CRITERIA	WEIGHT	SCORING CRITERIA
1	**Proven Track Record** Bidders are required to submit a minimum of three (3) reference letters supported by the purchase orders/Completion Certificate, or SLA indicating maintenance service rendered on Hikvision Security Systems. Each letter must include the following information: • Client name	40	**5- Excellent** 5 or more reference letters with 5 or more PO/Completion Certificate/SLA aligned with the reference letter submitted. **4- Very Good** 4 reference letters with 4 PO/Completion Certificate/SLA

	EVALUATION CRITERIA	WEIGHT	SCORING CRITERIA
	• Description of the project • The contact person, phone number and the company's business address • Project Period Furthermore, a completion certificate/purchase order/ or SLA must be aligned with the reference letter submitted. ***NB: Only the reference letters supported by the /PO/completion certificate/SLA indicating all the requirements mentioned above will be considered. Failure to supply the required documents as per the criteria will result in the allocation of the lowest score.***		aligned with the reference letter submitted **3 -Good** 3 reference letters with 3 PO/Completion Certificate/SLA aligned with the reference letter submitted **2- Average** 2 reference letters with 2 PO/Completion Certificate/SLA aligned with the reference letter submitted **1 – Poor** 1 reference letter with 1 PO/Completion Certificate/SLA aligned with the reference letter submitted
2	**Approach and methodology (the plan must highlight all the required points below)** • Project Plan • Timeframes • Risk Mitigation Plan	20	5 = Exceptional: Plan presented reflecting the 3 items, Resource Management Plan and Provision for unplanned and unforeseen incidents 4 = Very Good: Plan presented reflecting the 3 items and Resource Management Plan 3 = Good / Average: Plan presented reflecting the 3 items 2 = Below Average: Plan presented reflecting 1-2 items 1 = Poor: No plan presented
3	The senior technician must have minimum five years' experience in doing maintenance or installation of Hikvision Security Systems ***Please submit CV including verifiable references.***	20	5 = Exceptional: More than 7 years' experience 4 = Very Good: Between 6 and 7 years' experience 3 = Good / Average: 5 - 6 years' experience 2 = Below Average: Between 3 - 5 years' experience 1 = Poor: less than 3 years' experience
4	The junior technician must have minimum three years' experience in doing maintenance or installation of Hikvision Security Systems. ***Please submit CV including verifiable references.***	20	5 = Exceptional: More than 5 years' experience 4 = Very Good: Between 4 and 5 years' experience 3 = Good / Average: 3 - 4 years' experience 2 = Below Average: Between 2 - 3 years' experience

	EVALUATION CRITERIA	WEIGHT	SCORING CRITERIA
			1 = Poor: less than 2 years' experience
	Total	100	
	THRESHOLD	**60%**	

6.5 **Phase 4: Price and Specific Goals**

6.5.1 Preference Point System

6.5.2 Prices quoted for all goods and services must be furnished based on supply and delivery.

6.5.3 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.

6.5.4 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.

6.5.5 The bid prices must include all handling fees, delivery costs, and VAT.

6.5.6 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.

6.5.7 The following formula will be used to calculate the points for price:

$$Ps = 80\left(1-\frac{Pt-P\min}{P\min}\right)$$

Where,

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

6.5.8 Applicable Taxes

6.5.8.1 All bid prices must be inclusive of all applicable taxes.

6.5.8.2 Failure to comply with this condition may invalidate the bid.

6.5.8.3 All bid prices must be inclusive of fifteen percent (15%) Value Added Tax.

6.5.8.4 Failure to comply with this condition may invalidate the bid.

6.5.9 Points Scored for Specific Goals

6.5.9.1 The following formular will be used to calculate the points for specific goals:

$$PSSG = MPA \, X \frac{POE}{100}$$

Where,

PSSG = Points scored for specific goals

MPA = Maximum points allocated for a specific goal

POE = Percentage of equity ownership by an HDI

6.5.10 Proof of equity ownership and related matters

6.5.10.1 The specific goals contemplated in paragraph 6.5.9.1 above 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.

6.5.10.2 In the event that the percentage of ownership contemplated in paragraph 6.5.9.1 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.

6.5.10.3 Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

6.5.10.4 All claims made for specific goals must be considered according to the following criteria:

6.5.10.4.1. Equity in private companies must be based on the percentage of equity ownership, and

6.5.10.4.2. Preference points may not be awarded to public companies and tertiary institutions.

6.5.10.5 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,

6.5.10.6 Documentation to substantiate the validity of the credentials of the trustees contemplated in paragraph 6.5.10.5 above must be submitted to the Office.

6.5.10.7 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.

6.5.10.8 A tenderer must submit proof of its ownership.

6.5.10.9 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.

6.5.10.10 Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

6.5.11 Responsive Bids

6.5.11.1 Bidders are required to submit responsive bids by completing all pricing on the provided pricing schedule (SDB 3.3). Non-submission of the pricing schedule (SDB 3.3) will invalidate the bid response.

6.5.12 Specific Goals

6.5.12.1 The following will be used to calculate the 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 4: Preference Point System

#	Specific goals	Score	Required proof/ documents to be submitted for evaluation purposes
1.	**The company owned by Black people.** • 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 point • 51%- 59% company owned by black people = 1 point • 0 - 50% company owned by black people = 0 point	5 points	**Proof of claim as declared on SBD 6.1 (one or more of the following will be used verifying the tenderer's status:** • Company Registration Certification/document (CIPC) • Company Shareholders certificate • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) • Agreement for a Consortium, Joint Vent ure, or Trust.
2.	**The company owned by Women.** • 100% company owned by women = 5 points • 75% - 99% company owned by women = 3 points • 60% - 74% company owned by women = 2 point	5 points	

#	Specific goals	Score	Required proof/ documents to be submitted for evaluation purposes
	• 51%- 59% company owned by women = 1 point • 0 - 50% company owned by women = 0 point		
3	**The company owned by people who are Youth.** • 100% company owned by Youth = 5 points • 75% - 99% company owned by Youth = 3 points • 60% - 74% company owned by Youth = 2 point • 51%- 59% company owned by Youth = 1 point • 0 - 50% company owned by Youth = 0 point	5 points	
4	**The company owned by people who are disabled.** • 100% company owned by people who are disabled = 5 points • 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 point	5 points	

#	Specific goals	Score	Required proof/ documents to be submitted for evaluation purposes
	• 0 - 50% company owned by people who are disabled = 0 point		

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

7. TERMS AND CONDITIONS

7.1 Counter Conditions

7.1.1 Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

7.1.2 The National Treasury reserves the right to change or supplement any information or to issue any addendum to this bid before the closing date and time. The National Treasury and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

7.1.3 If the National Treasury exercises its right to change or supplement information in terms of the above clause, it may seek amended bid documents from all bidders.

7.1.4 National Treasury will screen and vet shortlisted service providers before appointment.

7.1.5 The National Treasury reserves the right, at its sole discretion, to increase or decrease the number of buildings, sites, or facilities to be serviced under this agreement, or to otherwise vary the scope of services required.

7.1.6 Where a variation results in an increase or decrease in the scope of services, the contract price shall be adjusted proportionately, based on the agreed unit rates, pricing schedule, or a mutually agreed revised fee structure.

7.1.7 National Treasury reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work. National Treasury shall serve thirty (30) days written notice for termination of contract in the case of non-performance.

7.2 **Fronting**

7.2.1 The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves 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.

7.2.2 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.

7.2.3 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.

7.3 **Right Of Award**

7.3.1 The State reserves its following rights –

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

7.3.3 Appoint more than one service provider(s), 7.3.4 Request further technical information from any bidder after the closing date,

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

7.3.6 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

7.3.7 If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

8. THIRD PARTY AGREEMENTS AND SUB-CONTRACTOR AGREEMENTS

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

8.2 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.

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

9. SUBMISSION OF BIDS

9.1 **Online bid submission**

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

9.3 Manual or hardcopy bids are not acceptable.

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

9.5 The guide for online bid submission is attached as Annexure D.

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

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

9.8 The Pricing Schedule (SDB3.3) should be submitted as such and not any other format.

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

9.10 Submit all bid queries via email to NTAdminitrativetenders@treasury.gov.za.

10. COMMUNICATION AND CONFIDENTIALITY

10.1 The Financial Management Chief Directorate (FMCD) within the Office of the Director-General (ODG) may communicate with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

10.2 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.

10.3 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 with respect to any information communicated which is not accurate, current, or complete.

10.4 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 in order to afford the National Treasury an opportunity to consider what corrective action is necessary (if any).

10.5 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.

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

10.7 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).

10.8 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 the purpose of developing a response to this bid.

11. CONTACT DETAILS

11.1 **Bid Enquiries:** All enquiries should be in writing to NTAdministrativetenders@treasury.gov.za. The closing date for receipt of all enquiries is 31 August 2026. All enquiries beyond the closing date will not be considered.

12. PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS

12.1 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.

12.2 On approval of the recommendation/s and appointment/s, the successful bidder(s) will sign an acceptance letter together with the Service Level This bid is for the appointment of a service provider to maintain the Electronic Security Systems for the NT buildings for period of three (3) years Once the successful bidder has been appointed/awarded they cannot do a cession to waive or cede without consultation with the department.

12.3 **Consent of information**

12.3.1 By submitting a bid, the bidder consents in terms of the Protection of Personal Information Act, 2013 (Act 4 of 2013) (POPIA) to the State processing personal information contained in the bid (including information relating to the bidder and its directors/members/trustees/employees/agents/subcontractors, as applicable) for purposes of administering and evaluating the bid, conducting verification and due diligence (including checks with CSD, SARS, CIPC, banks, references and other third parties), concluding and managing any resulting contract, and meeting legal/governance obligations; the bidder warrants that it is authorised to provide such information and may be required to furnish additional information within a reasonable time frame determined by the department, and acknowledges the data subject rights under POPIA and that queries may be directed to the contact person in this bid document.

12.4 **Tax compliance requirements**

12.4.1 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.

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

12.4.3 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 contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

12.4.4 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.

12.4.5 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.

12.5 **Negotiations**

12.5.1 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.

12.6 **Due diligence**

12.6.1 The State reserves the right to:

12.6.1.1 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.

12.6.1.2 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.

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

END