

**TERMS OF REFERENCE: THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION, SUPPORT, MAINTENANCE AND MANAGEMENT OF HOSTED INFRASTRUCTURE AS A SERVICE (IAAS) FOR THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 36 - MONTHS**

**BID REF: NDA06/CS05/25**

<b>BRIEFING SESSION</b>	<b>A NON-COMPULSORY BRIEFING SESSION WILL BE HELD ON THE <span style="color: red;">20 JANUARY 2026</span></b> <b>@ 10h30</b>
<b>VENUE</b>	Microsoft Teams click the link to join the meeting: <a href="#"><b>Join the meeting now</b></a>
<b>CLOSING DATE</b>	<b>03 FEBRUARY 2026</b>
<b>CLOSING TIME</b>	12:00
<b>SUBMISSION OF DOCUMENTS</b>	<p>All proposals must be delivered at the NDA Head Office on or before the closing date and time. The Head Office address is 26 Wellington Road, Parktown, Johannesburg, 2193. Submissions must be strictly submitted inside the tender box, which is at the main entrance and accessible 24/7.</p> <p><b><i>Service providers outside of Gauteng are advised to send their documents by courier. NDA will not take responsibility for documents sent via postal services.</i></b></p>
<b>SUPPLIER ENVELOPES</b>	<p>The supplier's envelope/s MUST clearly have the description of the <b>“THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION, SUPPORT, MAINTENANCE AND MANAGEMENT OF HOSTED INFRASTRUCTURE AS A SERVICE (IAAS) FOR THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 36 - MONTHS”</b></p> <p>A TWO-ENVELOPE system will be used for the submission of bids:</p> <p>Commercial Envelope</p> <p>This envelope must contain price quotations plus all the SCM Administrative Documents listed in section 16 of this document.</p> <p>Technical Envelope</p> <p>This envelope must contain all info listed in section 8 of this document.</p>
<b>LATE BIDS</b>	Bids received after the closing date and time will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).
<p>Contact person for Commercial Queries is Ms Nomvula Moloi or Kedibone Sathekge on 011 018-5546 /5562 between 08h30 to 17h00 on weekdays. Queries can also be sent in writing to <a href="mailto:Nomvulam@nda.org.za">Nomvulam@nda.org.za</a> and / or <a href="mailto:Kedibones@nda.org.za">Kedibones@nda.org.za</a></p> <p>Contact persons for Technical Queries are:</p> <p>Contact person for Technical Queries is Mr Sbusiso Hlaba on 00110185508 or <a href="mailto:sbusisoh@nda.org.za">sbusisoh@nda.org.za</a>.</p>	

## OVERVIEW OF NDA

The National Development Agency (NDA) reports to Parliament through the Department of Social Development. The NDA is classified as a public entity under schedule 3A of the Public Finance Management Act, 1999 (Act No. 1 of 1999), and was established in November 1998 by the National Development Act, 1998 (Act No. 108 of 1998) (NDA Act) as government's response to the challenge of poverty and its causes in South Africa.

The NDA derives its mandate from the National Development Agency Act, 1988 (Act No. 108 of 1998). In terms of the Act, the primary objective of the NDA is to contribute towards the eradication of poverty and its causes by granting funds to CSOs for the purposes of:

- (1) carrying out projects or programmes aimed at meeting the development needs of poor communities; and
- (2) strengthening the institutional capacity of other CSOs involved in direct service provision to poor communities.

(3) The secondary objects of the NDA in terms of the Act are- (a) to promote-

- (i) consultation, dialogue and sharing of development experience between CSOs and relevant organs of State; and
- (ii) debate on policy development
- (iii) to undertake research and publication aimed at providing the basis for development policy. A

(4) The NDA plays a critical role in contributing towards shifting the country from the scourge of poverty towards poverty eradication. Through the Act and various policies, the NDA contributes to – but is not limited to – the advancement of economic development, social cohesion, access to basic human rights and skills development. This contribution of the NDA supports the National Development Plan (NDP) 2030 outcomes for a greater and better South Africa.

## 1. BACKGROUND

The National Development Agency (NDA) is a public entity mandated to contribute towards the eradication of poverty and its causes by granting funds to civil society organisations and strengthening their institutional capacity. To deliver on this mandate, the NDA relies heavily on stable, secure, and efficient ICT infrastructure to host mission-critical applications, facilitate communication, and ensure uninterrupted access to systems and services.

The NDA's current on-premises ICT infrastructure is approaching end-of-life, with increasing maintenance costs, scalability limitations, and heightened operational risks. In alignment with the Agency's digital transformation strategy, there is a need to migrate to a **Hosted Infrastructure as a Service (IaaS)** solution that will provide scalable, cost-effective, and high-performance computing resources while improving operational efficiency, resilience, and security.

## **2. THE NDA CURRENT INFRASTRUCTURE:**

The NDA has a Data Centre located at the Head Office running production servers and other equipment listed below. All devices are out of warranty:

- Four HPE ProLiant DL380 Gen10 Servers
- HPE Tape Library MSL 4048
- HPE 3Par SAN Storage
- Two Cisco SAN Switches

### **2.1. *VMware Clustered Servers***

Three of the servers are running VMware Virtual Infrastructure Version 6.7, connected to the 3Par SAN Storage via Cisco SAN Switches for high availability. These three servers are clustered in the VMware Datacentre:

#### **Server1**

- S/N: CZ28180BWM
- Processor: x2 each 3.5GHz
- RAM: 640GB
- Cores per Processor: 8
- Local SAS Drives: x2 Raid1, each drive 300GB

#### **Server2**

- S/N: CZ21270CJ6
- Processor: x2 each 3.6GHz
- RAM: 512GB
- Cores per Processor: 12
- Local SAS Drives: x2 Raid1, each drive 300GB

#### **Server3**

- S/N: CZ29390NX7
- Processor: x2 each 3.5GHz
- RAM: 576GB
- Cores per Processor: 12

- Local SAS Drives: x2 Raid1, each drive 300GB

## 2.2. ***Backup Server (Server4)***

Server4 runs VEEAM Backup and Replication Version 11 build 11.0.1.1261, connected via fibre to the HPE Tape Library MSL 4048.

- Installed OS: Microsoft Server 2016
- Processor: x2 each 3.5GHz
- RAM: 128GB
- Local SAS Drives: Raid5, 18TB

## 2.3. ***Par SAN Storage***

- S/N: CZ243305C9
- 49 Virtual Machines
- Drive Capacity Raid5+1: 40TB
- Free Space: 15.25TB
- Used: 26TB
- Datastores: 8, 5TB each
- HP 3Par StoreServ 7200 2-N Storage Base (01) S/N: CZ3715VLPS
- HP 3Par StoreServ 7200 2-N Storage Base (02) S/N: CZ29390QXS

## 2.4. ***Tape Library***

LTO6 – HPE MSL 4048, fibre attached to Veeam Backup Server4

- S/N: DEC4170266
- Two Drives
- 48 Tape Cartridge Slots

## 2.5. ***NDA Security / systems / Technology***

Technology	System / Tool	Purpose / Function
<b>Cybersecurity – Endpoint</b>	Kaspersky Endpoint Security	Antivirus and malware protection
<b>Cybersecurity – Network</b>	Fortinet Firewalls (FortiGate)	Network perimeter security, traffic filtering
<b>Network Infrastructure – Switches</b>	Fortinet Switches (including Core Switch)	Network connectivity and traffic management

Technology	System / Tool	Purpose / Function
Email Security	Mimecast	Email filtering and protection and archiving
Email Protection	DMARC	Prevents phishing and email spoofing
Identity & Access Management (IAM)	ADManager (ManageEngine)	User account management, Active Directory automation
Privileged Access Management (PAM)	Password Manager Pro (ManageEngine)	Management of privileged credentials and accounts
Monitoring	QRadar (SIEM)	Centralized log collection and security monitoring
Data Backup / Storage	Microsoft OneDrive	Centralized backup and storage of organizational data
Networking	VPN	Secure remote access for staff
Security Awareness Training	KnowBe4	User training on phishing, social engineering, and cybersecurity best practices
IT Auditing / Compliance	Netwrix Auditor	Provides visibility into changes, configurations, and access in IT environments to support security and compliance
Backup & Disaster Recovery	Veeam	Backup, recovery, and replication of virtual, physical, and cloud workloads
Virtualization	VMWare	Server and desktop virtualization for efficient resource utilization and system consolidation

## 2.6. Existing Core Business Apps and Platforms

The table below outlines the NDA's core business apps and platforms related to systems software. These systems form the foundation of the NDA's digital operational platform:

App and Platform	Description
Microsoft 365	220 E5 licenses providing enterprise-grade productivity, collaboration, and security tools.
Power Platform	220 licenses comprising Power BI Pro, Power Apps Premium, Power Automate (10 licenses per-user), and Dataverse. Enables low-code/no-code development, analytics, workflow automation, and secure data storage and management.
Microsoft Dynamics Business Central	38 Essentials licenses and 30 Team Member licenses. Serves as the

App and Platform	Description
(BC)	core ERP system for financial, and SCM operational.
<b>Ndzalama (CSO Development Information System)</b>	Custom-built using the PHP Yii 2 Framework. Configured to integrate with BC for managing CSO grant funding and payments. Primarily used for collecting, processing, analysing, and reporting on CSO data. Currently undergoing migration to the Power Platform.
<b>Sage 300 People</b>	250 licenses covering HR, Payroll, and Web Self Service (WSS). Integrates with BC via SFTP for payroll journal creation. Hosted on the SAGE Azure.
<b>Travel Management System (TMS)</b>	Custom-built using Power Platform. Facilitates employee travel requests. Integrates with BC using Power Automate cloud flows to retrieve budget data and post purchase orders.
<b>Corporate Service (CS) Helpdesk Solution.</b>	Custom-built Power Platform-based internal helpdesk system for logging and managing ICT, HR, and Facilities related incidents and queries.
<b>SQL Server</b>	Database management system used for structured data storage and reporting.

### 3. IMPORTANT SOLUTION PRINCIPLES

These principles are intended to guide the designs and implementation of solutions within the NDA's digital ecosystem. Service providers are expected to adhere to these principles to ensure solutions are maintainable and cost effective.

- 3.1. **KISS – Keep It Simple and Smart** : Proposed solutions should be easy to use, maintain, and scale. Avoid unnecessary complexity.
- 3.2. **DRY – Don't Repeat Yourself**: Don't reinvent the wheel. Avoid duplicating functionality across systems to improve consistency and reduce maintenance.
- 3.3. **YAGNI – You Aren't Gonna Need It**: Proposed solutions should be fit for purpose in response to business requirements.
- 3.4. **BDUF – Big Design Up Front**: The service provider is expected to provide a clear architectural overview before implementation begins.
- 3.5. **Leverage Existing Investment**: Maximize utilization of NDA's existing platforms to reduce cost and complexity.

## 4. PURPOSE OF THE BID

The purpose of this ToR is to solicit proposals from qualified service providers to assist the NDA with Azure resources provision, on-prem virtual machines (VMs) migration, support, maintenance and management of the **Hosted Infrastructure as a Service (IaaS)** within the NDA Microsoft Azure tenant. The NDA is currently renewing its Enterprise Agreement (EA) with Microsoft and expanding its Azure footprint from a foundational environment.

### 4.1. Objectives

The primary objectives of this procurement are:

- a) To transition from the NDA's aging on-premises infrastructure to a secure, reliable, and scalable hosted Azure IaaS platform.
- b) To ensure optimal performance of mission-critical business applications and systems.
- c) To reduce total cost of ownership (TCO) through a pay-per-use model.
- d) To ensure high availability, disaster recovery capability, and business continuity.
- e) To enable future growth and scalability without significant capital investment.
- f) To ensure compliance with all relevant ICT security and data protection legislation (e.g., POPIA, PFMA, ISO 27001 standards).

## 5. SCOPE OF WORK

### 5.1. Hosted IaaS Solution Requirements

- 5.1.1. Resource provision and configure Azure resources (compute, storage, networking, databases, backup, etc) within NDA's existing Azure tenant.
- 5.1.2. Ensure security alignment with Microsoft best practices and NDA's cybersecurity strategy.
- 5.1.3. Implement governance policies for cost optimization, resource tagging, and monitoring.
- 5.1.4. Minimum 99.9% uptime SLA for deployed workloads.
- 5.1.5. Built-in redundancy and disaster recovery capabilities.

### 5.2. Support and Maintenance

- 5.2.1. 24/7/365 technical support with defined escalation procedures.
- 5.2.2. Proactive monitoring, performance tuning, and fault management.
- 5.2.3. Regular patching, firmware updates, and system health checks.
- 5.2.4. **Co-Managed Operational Model** - The service provider shall co-manage the infrastructure environment with NDA's ICT team under a shared responsibility model. Operational risk and control will be shared proportionally (50/50), with the service

provider assuming accountability for uptime, patching, and configuration compliance, and NDA retaining overall governance, data protection, and access control responsibilities.

### **5.3. Security Requirements**

#### **5.3.1. Multi-layered Security**

The platform must provide comprehensive, multi-layered security mechanisms, including but not limited to:

- Next-generation firewalls for traffic filtering and perimeter defence.
- Intrusion Detection and Prevention Systems (IDS/IPS).
- Distributed Denial of Service (DDoS) protection.
- Encryption of data at rest and in transit using industry-standard protocols (e.g. ISO27001).
- Integration of proposed solution with existing NDA cybersecurity solutions and controls.

#### **5.3.2. Data Sovereignty Compliance**

All data must be hosted, stored, and processed within the borders of South Africa in compliance with applicable national laws and regulations, including the Protection of Personal Information Act (POPIA).

#### **5.3.3. Vulnerability Management**

The service provider must conduct:

- Regular vulnerability assessments and penetration testing.
- Periodic security audits aligned with ISO 27001/COBIT standards.
- Remediation of identified vulnerabilities within agreed service-level timelines.

#### **5.3.4. Secure Connectivity**

The solution must support secure and reliable connectivity options, including:

- Private link services for secure cloud-to-cloud and cloud-to-data centre connections.
- IPSec tunnels to ensure encrypted communications between NDA sites, remote users, and cloud services.

### **5.4. Migration Services**

#### **5.4.1. Assessment of existing NDA infrastructure and applications, estimated at 15 VMs to be migrated**

#### **5.4.2. Migration planning and execution with minimal downtime.**

#### **5.4.3. Testing and validation of all services post-migration.**

## 5.5. General Requirements

- 5.5.1. Continuous performance optimisation and cost monitoring.
- 5.5.2. Allow for up to 15% non-binding annual growth.
- 5.5.3. Ensure remote server management capabilities for all servers, enabling administrators to monitor, manage, and troubleshoot servers and the overall environment.
- 5.5.4. The proposed solution must allow the NDA to terminate the contract with three (3) months' advance notice.
- 5.5.5. Provide monthly billing based on actual usage.
- 5.5.6. Leverage existing NDA infrastructure and software where feasible to maximize cost-effectiveness.

## 5.6. Buy-back Option

Provide a buy-back proposal for the NDA's existing decommissioned IT equipment, subject to a mutually agreed valuation.

# 6. DELIVERABLES

The appointed service provider will be required to deliver:

### 6.1. Azure IaaS Environment Deployment Plan

- *Acceptance Criteria:* Documented architecture approved by NDA

### 6.2. Migration of all relevant systems, applications, and associated data to the new environment with minimal disruption

- *Acceptance Criteria:* Migration must be completed within the agreed project schedule, with no data loss and less than 4 hours of service downtime per system during cutover.

### 6.3. Comprehensive system documentation, including architecture diagrams and configuration details

- *Acceptance Criteria:* Documentation must be delivered in both editable and read-only formats, and validated as accurate by NDA ICT within 10 working days of deployment.

### 6.4. Service Level Agreement (SLA) and support documentation, detailing escalation processes and response times

- *Acceptance Criteria:* SLA must define measurable targets (e.g., critical issue response within 1 hour, resolution within 4 hours) and be formally signed off by NDA.

### 6.5. Monthly reports covering performance, security posture, and cost/usage analysis

- *Acceptance Criteria:* Reports must be delivered **within 5 working days** of month-end and include agreed KPIs (uptime %, incident statistics, resource consumption, cost breakdown, and security audit logs).

## **6.6. Training for NDA ICT staff on administration, management, and effective use of the hosted environment**

- The service provider must conduct structured knowledge transfer and training sessions for NDA ICT personnel on the administration, management, and security of the hosted environment.
- The sessions must cover both practical and theoretical components and include maintenance, troubleshooting, performance optimization, and compliance aspects.
- *Acceptance Criteria:* Training sessions must be conducted prior to project close-out, include both practical and theoretical components, and at least 80% of participants must achieve competency as measured by post-training assessments.

## **7. AD HOC SERVICES (NON SCORABLE REQUIREMENTS)**

- 7.1. The Ad Hoc Services will not exceed 15% of the Contract Value for the contract period. Both the Agency and the successful bidder will be required to keep account of the Ad Hoc Services and the costs thereof such that the specified variation percentage is not exceeded.
- 7.2. All service requests requirements will be classified as Ad Hoc Services, except for the Change Requests that result from Incident Management, Problem Management and Maintenance processes, which will be part of the baseline services.
- 7.3. The Successful bidder will invoice only on approved and completed Ad Hoc Services on one-month arrear bases. Bidder to indicate acceptance with this arrangement.
- 7.4. Ad hoc services to be agreed in advance with the successful bidder and price list to be documented in advance.
- 7.5. In case in the course of this contract new offices are opened by the NDA, the successful bidder shall be required to provide a quotation for the additional works. The quotation costs are expected to be consistent with the average costs of the similar service in the contract, and such additional works shall make an Addendum to the existing contract.

## **8. TECHNICAL EVALUATION**

### **8.1. Technical Evaluation will be scored as follows:**

**The following criteria will be used: After the closing date for the bid invitation, an appointed evaluation committee of NDA officials will evaluate the proposals.**

A minimum threshold of **80points** should be obtained to qualify for the second phase of

evaluation “Commercial Evaluation”.

The committee will evaluate each of the bid proposals received against the Technical/Functional criteria as stated below:

Description	Evidence Required from Bidders	Weight	
Compliance with IaaS Solution Requirements (Section 5.1)	<p>Proposed solution /proposal that meets the requirements listed in <b>Section 5.1 Hosted IaaS Solution Requirements</b>,</p> <ul style="list-style-type: none"> <li>- Proposal must include solution architecture, deployment model, software features, redundancy, uptime SLA, scalability, and compatibility with NDA applications.</li> </ul>	<ul style="list-style-type: none"> <li>- Detailed technical proposal including architecture diagrams (5)</li> <li>- Description of controller and deployment model (5)</li> <li>- Product datasheets /specifications (5)</li> <li>- Demonstration of compatibility with NDA systems (5)</li> </ul>	20
Support and Maintenance (Section 5.2)	<p>Proposal to meet requirements of <b>Section 5.2 Support and Maintenance</b>.</p> <p>Provide 24/7/365 support with escalation procedures, proactive monitoring, preventive maintenance, and defined SLA response/resolution times as per</p>	<ul style="list-style-type: none"> <li>- Sample SLA document (3)</li> <li>- Escalation procedure (3)</li> <li>- Support model and structure (3)</li> <li>- Preventive maintenance schedule (3)</li> <li>- Sample Monitoring and reporting tools (Screenshot) (3)</li> </ul>	15
Security Requirements (Section 5.3)	<p>Compliance with <b>Section 5.3 Security Requirements</b>: multi-layered security, data sovereignty, vulnerability management, and secure connectivity. Must demonstrate POPIA compliance and ISO 27001 alignment.</p>	<ul style="list-style-type: none"> <li>- Security architecture overview (5)</li> <li>- Certifications of data centre (Tier III or higher) (5)</li> <li>- Evidence of POPIA/ISO 27001/COBIT compliance (3)</li> <li>- Sample Security policies and audit processes (2)</li> </ul>	15
Migration Services (Section 5.4)	<p>Ability to assess, plan, and execute migration of NDA systems with minimal downtime as per <b>Section 5.4 Migration</b></p>	<ul style="list-style-type: none"> <li>- Migration methodology and project plan with Fallback / recovery plan</li> <li>- Testing and validation</li> </ul>	15

Description	Evidence Required from Bidders	Weight	
	<p><b>Services.</b> Includes fallback and recovery plan, testing, and validation.</p>	<p>framework</p> <ul style="list-style-type: none"> <li>- Previous migration experience</li> <li>case studies</li> </ul>	
<p>General Requirements (Section 5.5)</p>	<p>Proposed solution that meets requirements of <b><u>Section 5.5 General Requirements</u></b>, including monitoring, billing, growth provision, scalability, termination terms, cost-effectiveness, and leveraging existing NDA infrastructure.</p>	<ul style="list-style-type: none"> <li>- Proposed monitoring and billing software demo (2)</li> <li>- Scalability plan (2)</li> <li>- Technology refresh process (2)</li> <li>- Growth capacity support (15% per annum) (2)</li> <li>- Remote server management tools (2)</li> </ul>	10
<p>Buy-Back Option (Section 5.6)</p>	<p>Provision of a buy-back proposal for NDA's decommissioned IT equipment as per <b>Section 5.6 Buy-back Option</b>.</p>	<ul style="list-style-type: none"> <li>- Buy-back policy and proposal with valuation method and example agreement.</li> </ul>	5
<p>Experience and Track Record (Section 2.2 &amp; 3.1)</p>	<p>At least 5 years' experience in implementing IaaS for government / public sector. Must provide at least 3 written references (on letterhead, signed, valid, not older than 5 years).</p>	<p>Client's signed letter covering:</p> <ul style="list-style-type: none"> <li>- Nature of work performed.</li> <li>- Duration of contract.</li> <li>- Performance delivered.</li> </ul> <p>(5) Points for each letter.</p>	15
<p>Certifications (Section 3.1)</p>	<p>Valid company certifications aligned with proposed solution as per the proposed solution / technologies.</p>	<ul style="list-style-type: none"> <li>- Copies of valid certifications OR</li> <li>- Proof of vendor partnerships /authorizations (1 point for each)</li> </ul>	5
<b>Total</b>		<b>100</b>	
<b>Minimum qualifying score for functionality</b>		<b>80</b>	

## 9. COMMERCIAL EVALUATION

(a) Bids will be evaluated in accordance with the NDA's Supply Chain Management Policy and Preferential Procurement Policy, 2023, using the 80/20 preference points system as

prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price (the lowest acceptable bid will score 80 points and bidders that quoted higher prices will score lower points for price on a pro-rata basis).

- (b) Bid proposals received will be evaluated in Three (3) phases, namely **Phase 1: SCM administrative compliance**, **Phase 2: functionality**, and **Phase 3: evaluation in accordance with the 80/20 preference point system**.
- (c) Bid proposal must score a minimum of eighty (80) points out of hundred (100) points on functionality in order to qualify for advancement to the next phase of evaluation. Second phase, a bid proposal scoring less than eighty (80) out of 100 will not be considered for further evaluation and will be disqualified.
- (d) Phase three: During this phase, bid proposals that passed the first phase will be further evaluated based on the 80/20 preference points system in accordance with the PPPFA Act, where 80 points will be attained in respect of price (the lowest acceptable bid will score 80 points and bidders that quoted higher prices will score lower points for price on a pro-rata basis), 10 points will be awarded for Enterprises owned by black people, 4 points for enterprise located in Gauteng Province (the full points will be applied to the Province), 2 points for Enterprises owned by black African women, 2 points for Enterprises owned by black African youth and 2 points for Black African with disability. The CSD register report will be used to allocate points and the (80/20 system) will be applied in accordance with the table below:

Specific Goal	Number of points (80/20 system)
Enterprises owned by black people ( <i>must be included as a specific goal</i> )	<p><b>10 points</b>            % shareholding by black people will determine the points</p>
<b>Enterprises located in Gauteng Province for work to be done or services to be rendered in that area.</b>  A certified proof of address (municipal rates/stamped letter from a councillor) must be attached to claim points. The NDA will verify location using CSD report	<p><b>4 points</b></p> <ul style="list-style-type: none"> <li>• Rural/Underdeveloped/Township/ = 4 points</li> </ul> <p>Should no declaration or proof be supplied, the bidder will score zero but will not be disqualified.</p>
• Enterprises owned by black African women.	<p><b>2 points</b>            % shareholding by the targeted group will determine the points that are scored</p>
• Enterprises owned by black African youth.	<b>2 points</b>

Specific Goal	Number of points (80/20 system)
	% shareholding by the targeted group will determine the points that are scored
<ul style="list-style-type: none"> <li>• Enterprises owned by black African with disability</li> </ul>	<p style="text-align: center;"><b>2 points</b></p> <p style="text-align: center;">% shareholding by the targeted group will determine the points that are scored</p>

(e) The highest ranked bidder will be awarded the bid. It should be noted also that the NDA reserves the right not to appoint any service provider and no service provider will be reimbursed for any costs incurred whilst participating in this bid.

## 10. JOINT VENTURES, CONSORTIUMS ,TRUSTS,PARTNERSHIP OR ANY FORM OF AGREEMENT

- a) A joint venture, consortium, trust, partnership or any form of agreement will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- b) A joint venture, consortium, trust, partnership or any form of agreement will qualify for points for their B-BBEE status level as an unincorporated entity if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- c) Bidders must submit concrete proof of the existence of a joint venture, consortium, trust, partnership or any form of agreement. The NDA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- d) When bidding through a Joint Venture, the Joint Ventures must submit a Consolidated B-BBEE certificate if it is not an incorporated entity when responding to tenders. This means that the bidder will have to obtain a new B-BBEE certificate for the Joint Venture, which consolidates each participant's B-BBEE status level.

## 11. CLIENT BASE

The NDA reserves the right to contact references "**conduct due diligence**" during the evaluation and adjudication process to obtain information.

## 12. PACKAGING OF THE BID DOCUMENTS

The bidder shall place both the sealed Technical Proposal and Price/ Commercial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

## **12.1. Functionality/Technical Envelope**

**Bid Ref: NDA06/CS05/25**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION, SUPPORT, MAINTENANCE AND MANAGEMENT OF HOSTED INFRASTRUCTURE AS A SERVICE (IAAS) FOR THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 36 – MONTHS.**

Bid closing date and time: **03 February 2026 at 12h00**

**Name and address of the bidder:**

In this envelope, the bidder shall only address the technical aspects of the bid as per Section 8 of this document.

## **12.2. Pricing/Commercial Envelope**

**Bid Ref: NDA06/CS05/25**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION, SUPPORT, MAINTENANCE AND MANAGEMENT OF HOSTED INFRASTRUCTURE AS A SERVICE (IAAS) FOR THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 36 – MONTHS**

Bid closing date and time: **03 February 2026 at 12h00**

**Name and address of the bidder:**

In this envelope, the bidder shall only provide the price/commercial proposal, and the SCM Administrative documents outlined in section 16 of this document.

## **13. PRICING**

- (a) Bidders must submit a detailed cost breakdown for all applicable costs e.g. Initial setup costs, monthly costs, and any other applicable costs. All prices submitted must be inclusive of VAT.
- (b) Prices must be fixed and firm for the duration of the proposed contract period.
- (c) Bidders must ensure that the quotes submitted have no arithmetic errors as NDA will not rectify any errors and no adjustments to quotations received will be permitted.
- (d) Bidders will carry the responsibility of ensuring that the proposals submitted have been signed by a duly authorised person. Should it be established after the submission of

proposals that the signatory authorising the proposal is not legally appointed by the service provider, the offer/proposal will be disqualified from the evaluation process.

- (e) All prices submitted should be typed in black ink or written in pen, proposals written in pencil will not be accepted and evaluated.
- (f) A two-envelope system will be used for the submission of proposals.
- (g) Cost-effectiveness of the solution, including pay-per-use rates.

#### **14. TENDER VALIDITY**

All submitted bids must be valid for 150-days from the closing date of this bid.

#### **15. NDA PAYMENT TERMS**

Invoices will be paid 30-days from the date of submission and approval. All invoices must be sent to the following e-mail address: [ictaccounts@nda.org.za](mailto:ictaccounts@nda.org.za) / [Bridgetm@nda.org.za](mailto:Bridgetm@nda.org.za)

#### **16. SCM ADMINISTRATIVE DOCUMENTS – COMPLIANCE PHASE**

- (a) Valid Tax Clearance Certificate issued by the South African Revenue Services (SARS). Where consortium/joint ventures/sub-contractor are involved in each party to the association must submit a separate valid original Tax Clearance Certificate or SARS tax Pin or a CSD report. Alternatively, service providers must fully complete Standard Bid Document 1 (SBD 1) to give effect to the tax compliance status system.
- (b) Signed agreements for joint ventures and/or consortium arrangements.
- (c) Company registration documents (CIPC).
- (d) A letter/resolution authorising the person signing the bid documents and contracts.

All participating bidders must fully complete, sign and return ALL the attached SBD forms (SBD1, 3.3(supported with a detailed itemised price breakdown), 4&6.1) together with their proposals. **NB: Bidders must claim specific goals by completing the SBD 6.1 (Failure to claim the specific goals points will result in not allocating the points). The points claimed will be verified using “CSD I AM REGISTERED**

*Failure to submit a completed SBD 3.3 in full will render the bid non-responsive. Bidders must submit a detailed itemised price breakdown together with the SBD 3.3. The total bid offer amount reflected on the SBD 3.3 must correspond with the submitted price breakdown.”*

***Bidders who fail to submit any of the above required administrative documents or fail to comply with administrative requirements will be disqualified.***

## **17. CENTRAL SUPPLIER DATABASE**

The NDA will not appoint any supplier who is not registered as a prospective supplier on the central supplier database as required in terms of National Treasury Circular No. 3 of 2015/2016 and National Treasury SCM Instruction note 4 of 2016/2017.

## **18. CONTRACT AWARD**

A binding contract will be signed after both parties have fully agreed to the scope of work and all terms and conditions. The NDA legal department will develop a draft contract that shall be used as the basis to finalise contract terms and conditions.

## **19. DISCLAIMER**

- (a) Whilst all due care has been taken in connection with the preparation of this bid, the NDA 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 NDA and its officers and employees will not be liable for any information communicated which is not accurate, current or complete.
- (b) If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NDA (other than minor clerical matters); the bidder must promptly notify NDA in writing of such discrepancy, ambiguity, error or inconsistency to allow the NDA to consider what corrective action is necessary (if any).
- (c) Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NDA will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- (d) No representations made by or on behalf of NDA about this bid will be binding on the NDA unless that representation is expressly incorporated into the contract ultimately entered between NDA and the successful bidder.

## **20. ADDITIONS AND AMENDMENTS TO THE BID**

- (a) The NDA reserves the right to change any information in, or to issue an addendum to this bid before the closing date and time. The NDA its officers and employees will not be liable in connection with either the exercise of or failure to exercise this right.

(b) Should the NDA exercise its right to change the information in terms of clause 22.1 all amendments will be communicated to all bidders.

## **21. CONTENT PAGE**

Participating bidders are required to submit a detailed content page and page dividers clearly indicating (cross-referencing) where each of the technical requirements is placed in their bid documents exactly as outlined in **section 8** (technical evaluation criteria) of this TORs.

Any additional information that the supplier would like to provide should be referenced as well on the content page.

## **22. PRICE NEGOTIATIONS**

(a) Where the bidder that scored the highest total points did not quote a reasonable or a market-related price, the NDA may negotiate with the bidder to offer a reasonable or market-related price, should the adjudicator agree to this.

(b) Should the bidder scoring the highest total points not agree on a reasonable or market-related price, the NDA may cancel the bid or negotiate with the bidder that scored the second highest total points or the third highest total points, in that order.

## **23. SPECIAL COMMERCIAL CONDITIONS OF THIS BID**

NDA reserves the right to:

(a) To accept part of a tender rather than the whole tender.

(b) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

(c) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

(d) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

(e) Award to multiple bidders based either on size or geographic considerations.

## 24. ETHICS AWARENESS TO SERVICE PROVIDERS

### ***NDA pledges towards high ethical conduct in dealing with Service Providers***

- *NDA is committed to highest standard of ethics in conducting its business and encourages all stakeholders to contribute towards building ethical culture within the organization.*
- *NDA shall not demand money from Service Providers to get work (tenders and quotations) from the organization.*
- *Suppliers are prohibited to induce NDA employees through gifts in order to directly and indirectly benefit business from NDA.*
- *NDA has a strict gift policy to ensure that gifts received from Suppliers are properly declared to ensure transparency.*
- *Any unethical behaviour that is compromising by NDA employees shall be reported to Fraud/ethics Hotline:0800 701 701*

**I HAVE READ AND UNDERSTOOD THE NDA PLEDGE THAT PROMOTE HIGHLY ETHICAL CULTURE. I WILL, TO THE BEST OF MY ABILITY, ADHERE TO AND HONOUR THIS PLEDGE IN MY PROFESSIONAL DEALINGS WITH NDA.**

---

Signature: Representative of the Service Provider

---

Date

---

Name: Representative of the Service Provider

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	NDA06/CS05/25	CLOSING DATE:	03 February 2026	CLOSING TIME:	12:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION, SUPPORT, MAINTENANCE AND MANAGEMENT OF HOSTED INFRASTRUCTURE AS A SERVICE (IaaS) FOR THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 36 - MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
26 WELLINGTON ROAD					
PARKTOWN					
JOHANNESBURG					
2193					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MS NOMVULA MOLOI		CONTACT PERSON	Ms Lerato Dhlamini	
TELEPHONE NUMBER	011 018 5562		TELEPHONE NUMBER	011 018 5652	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Nomvulam@nda.org.za		E-MAIL ADDRESS	Leratod@nda.org.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes	<input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No
	[IF YES ENCLOSURE PROOF]				[IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**PRICING SCHEDULE**  
**(Professional Services)- NDA06/CS05/25**

NAME OF BIDDER: ..... BID NO: .....

CLOSING TIME 12:00

CLOSING DATE: 03 February 2026

OFFER TO BE VALID FOR ...150 .....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSON AND POSITION

R.....

4. PERSON AND POSITION

HOURLY RATE	DAILY RATE
R.....	.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	.....	days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....

TOTAL: R.....

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Name of Bidder: .....

---

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid .....  
7. Estimated man-days for completion of project .....  
8. Are the rates quoted firm for the full period of contract? \*YES/NO  
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
.....  
.....  
.....

---

Any enquiries regarding bidding procedures may be directed to the Supply Chain Management Department.

Name: Ms.Nomvula Moloi

Email :[Nomvulam@nda.org.za](mailto:Nomvulam@nda.org.za)

Tel: 011 018-5562

Or for technical information/Enquiries

Name: Ms.Lerato Dhlamini

Email: [Leratod@nda.org.za](mailto:Leratod@nda.org.za)

Tel: 011 018 5652



**SBD4**

## **BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### **2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



**SBD4**

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

I, the undersigned,  
(name)..... in  
submitting the accompanying bid, do hereby make the following  
statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;



**SBD4**

- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS**

---

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



**SBD4**

1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

---

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
  
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$
Where		
Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$80/20$	<b>or</b>	$90/10$
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$ or		$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

$Ps$  = Points scored for price of tender under consideration

$Pt$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by Black People (% shareholding by black people will determine the points)		10		
Enterprises located in Gauteng Province.  NB: A certified proof of address (municipal rates/stamped letter from councilor) must be attached to claim points. The NDA will verify location using CSD report.		4		
Enterprises owned by black African youth (% shareholding by the youth will determine the points)		2		
Enterprises owned by black African woman (% shareholding by black African woman will determine the points)		2		
Enterprises owned by black African people with disability(% shareholding by black African people with disability will determine the points)		2		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....