

**TERMS OF REFERENCE FOR THE PROVISION, SUPPORT, MAINTENANCE AND MANAGEMENT OF A HOSTED DISASTER RECOVERY SITE FOR THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 36 MONTHS**

**BID REF: NDA07/CS06/25**

<b>BRIEFING SESSION</b>	<b>A NON COMPULSARY BRIEFING SESSION WILL BE HELD ON THE 22<sup>ND</sup> JANUARY 2026</b>
<b>VENUE</b>	Microsoft Teams <a href="#">Join the meeting now</a>
<b>CLOSING DATE</b>	<b><u>04 FEBRUARY 2025</u></b>
<b>CLOSING TIME</b>	12H00
<b>SUBMISSION OF DOCUMENTS</b>	<p><b>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.</b></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 PROVISION, SUPPORT, MAINTENANCE AND MANAGEMENT OF A HOSTED DISASTER RECOVERY SITE FOR THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 36 MONTHS”</b></p>
<b>SUBMISSION PACKAGING</b>	<p>A TWO-ENVELOPE system will be used for the submission of bids:</p> <p>Commercial Envelope This envelope must contain price quotations plus all the SCM Administrative Documents listed in section 15 and Mandatory Documents listed in 16 of this document.</p> <p>Technical Envelope This envelope must contain all info listed in section 7 of this document.</p> <p><b>NB: All documents must be bound using Thermal and perfect bindings submission.</b></p> <p><b>Bidders must submit 1 original document, 1 copy and a labelled memory/flash drive</b></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).

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 [Nomvulam@nda.org.za](mailto:Nomvulam@nda.org.za) and / or [Kedibones@nda.org.za](mailto:Kedibones@nda.org.za) Contact persons for Technical Queries are:  
Contact person for Technical Queries is Mr Sbusiso Hlaba on 00110185508 or [sbusisoh@nda.org.za](mailto:sbusisoh@nda.org.za).

## **1 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.

## **2 BACKGROUND**

The National Development Agency (NDA) is a public entity mandated to contribute toward poverty eradication and sustainable development in South Africa. It achieves this through grant funding, capacity-building initiatives, and policy influence. As part of its commitment to operational resilience, the NDA requires a robust Disaster Recovery as a Service (DRaaS) solution to ensure continuity, recoverability, and security of its mission-critical systems in the event of disasters, cyber incidents, or ICT failures.

The Agency currently operates offices in all nine (9) provinces, with its Head Office located in Parktown where the primary data centre is hosted. The NDA's ICT environment is centralised but provides ICT support and connectivity services to all provincial and district offices across the country. One of the NDA's critical ICT requirements is the availability of reliable internet services and secure interconnectivity of offices to enable efficient information sharing.

## **2.1 Current ICT Environment**

The NDA operates a hybrid ICT infrastructure comprising on-premises and cloud-based systems. Key components include:

### **a) Infrastructure**

- Virtualized servers: Hyper-V and VMware
- SAN storage array
- Physical servers at head and regional offices

### **b) Backup Environment**

- Mix of on-premises backups and limited cloud backup
- Veeam Backup currently deployed
- Offsite backups via Veeam

### **c) Network (Outsourced)**

- Multiprotocol Label Switching (MPLS) network in transition to SD-WAN
- Multiple ISP connectivity with firewall protection (FortiGate)

### **d) Security Controls**

- Firewalls, antivirus, multi-factor authentication (MFA), and endpoint protection
- Security Information and Event Management (SIEM)
- Identity and Access Management (IAM) and Privileged Access Management (PAM) through ManageEngine
- Mimecast for advanced email security, archiving
- DMARC Analyzer for email authentication monitoring and domain protection
- KnowBe4 for cybersecurity awareness training

## **2.2 Existing Core Business Apps and Platforms**

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

App and Platform	Description
<b>Microsoft 365</b>	220 E5 licenses providing enterprise-grade productivity, collaboration, and security tools.
<b>Power Platform</b>	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.
<b>Microsoft Dynamics Business Central (BC)</b>	38 Essentials licenses and 30 Team Member licenses. Serves as the 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 PURPOSE OF THE BID

The NDA's existing backup and recovery system is not fully resilient against cyber threats or catastrophic failures, and the NDA requires a robust DRaaS platform with local hosting, compliance with POPIA, and predefined Recovery Time and Recovery Point Objectives (RTO/RPO).

The purpose of this bid is to appoint a qualified service provider to provision, support, maintenance and management of a hosted disaster recovery site for the national development agency over a period of 36 months.

### **3.1 Objectives**

- a) Ensure business continuity and rapid recovery from cyber incidents, natural disasters, or technical failures.
- b) Migrate to a managed, tested, and scalable DRaaS solution hosted within South Africa.
- c) Minimise downtime and data loss (RTO ≤ 2 hours; RPO ≤ 15 minutes for critical systems).
- d) Comply with relevant legislation, including POPIA and the National Cloud Policy.
- e) Gain visibility, monitoring, and regular DR testing and reporting.

## **4 SCOPE OF WORK**

The service provider will be required to:

### **4.1 Review the current Disaster Recovery Plan**

- a) Review the current Disaster Recovery Plan and update to ensure full alignment with the NDA 2025 ICT Disaster Recovery Business Impact Analysis (BIA) Report.
- b) Ensure that all updates reflect current organisational priorities, technology environments, and recovery objectives.
- c) Provide recommendations for improvements to enhance integration between disaster recovery and business continuity processes.

### **4.2 DRaaS Infrastructure Provisioning**

- a) Design, configure and implement a cost effective DRaaS platform with all standard components of a DRaaS for all critical NDA systems.
- b) Ensure local data centre hosting (within South Africa) with 99.9% uptime SLA.
- c) Integrate with NDA's virtual infrastructure (VMware, Hyper-V) and cloud-based platforms (Microsoft 365).

### **4.3 Backup & Replication**

- a) Provide automated, scheduled backups with encryption (in transit and at rest)
- b) Offer real-time or near real-time replication of critical workloads to the DR site
- c) Ensure immutability and protection against ransomware

### **4.4 Disaster Recovery Testing**

- a) Conduct quarterly failover simulations
- b) Provide documented results and improvement recommendations
- c) Support custom DR runbooks and system prioritisation

#### **4.5 Monitoring, Management & Support**

- a) Provide 24/7 monitoring and support with escalation channels
- b) Offer a web-based management portal with reporting, alerts, and usage metrics
- c) Deliver monthly health reports and incident logs
- d) The selected provider will enter into a comprehensive SLA with the NDA, covering:
  - System uptime (minimum 99.9%)
  - Incident response timeframes
  - DR activation timelines
  - Escalation matrix
  - Penalties for SLA violations

#### **4.6 Compliance & Security**

The service provider will be required to:

- a) Ensure full compliance with all relevant legislation and standards, including but not limited to the Protection of Personal Information Act (POPIA), Cybercrimes Act, ISO/IEC 27001, and NDA internal governance frameworks and policies.
- b) Implement and maintain robust access control, auditing, and log retention mechanisms to safeguard NDA systems and data.
- c) Ensure that all disaster recovery (DR) infrastructure and hosted environments are located within the borders of the Republic of South Africa.

### **5 DELIVERABLES**

- 5.1** Reviewed and updated the current **Disaster Recovery Plan of NDA** and align the plan with the 2025 ICT Disaster Recovery Business Impact Analysis (BIA) Report.
- 5.2** A **cost-effective DRaaS infrastructure with failover capabilities** for all critical NDA systems, hosted locally within South Africa with a 99.9% uptime SLA, and fully integrated with NDA's virtual (VMware, Hyper-V) and cloud-based (Microsoft 365) environments.
- 5.3** **Conduct quarterly disaster recovery tests or simulations and provide reports** of the outcomes of the simulations including , improvement recommendations, and custom runbooks support.
- 5.4** **Monthly DRaaS status reports** and dashboards via a web-based management portal
- 5.5** Signed **Service Level Agreement** covering uptime, incident response, DR activation timelines, escalation matrix, and penalties for violations.
- 5.6** Provide Administrator **access and user training for ICT staff** on DRaaS management and processes.

**5.7** Documented **designs and architecture** for DRaaS infrastructure, backup, replication, and integration with virtual/cloud environments.

## **6 AD HOC SERVICES (NON SCORABLE REQUIREMENTS)**

- 6.1** 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.
- 6.2** 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.
- 6.3** 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.
- 6.4** Ad hoc services to be agreed in advance with the successful bidder and price list to be documented in advance.
- 6.5** 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.

## **7 TECHNICAL EVALUATION**

A minimum threshold of 80 points must be obtained to qualify to the next phase of evaluation, "Commercial Evaluation".

Bid responses will be evaluated in accordance with the Technical Evaluation Criteria and will be scored as follows:

Description		Weight
Reviewed Disaster Recovery Plan (DRP)	<p><b>Scope 4.1 Review existing/current Disaster Recovery Plan</b></p> <ul style="list-style-type: none"><li>The bidder must present a methodology that will be used to review, update, and align the DRP with the 2025 ICT Disaster Recovery Business Impact Analysis (BIA) Report with a sample DRP. (5)</li><li>Ensure updates reflect organisational priorities, technology, and recovery objectives (2)</li></ul>	10

Description		Weight
	<ul style="list-style-type: none"> <li>Provide sample tools and recommendations to keep it current (3)</li> </ul> <p><b>(NB) Sample DRP and the methodology used by the service Provider to align with the 2025 ICT Disaster Recovery Business Impact Analysis (BIA) Report</b></p> <p><b>Failure to comply will result in a score of zero (0).</b></p>	
Fully operational DRaaS solution	<p><b>Scope 4.2 DRaaS Infrastructure Provisioning</b></p> <ul style="list-style-type: none"> <li>The <b>design of the DRaaS platform</b> covering the architectural blueprint, identification of critical systems, and alignment with the organisation's resilience strategy; (5),</li> <li>The <b>configuration of the DR environment</b>, covering network setup, storage replication, security controls, (5).</li> <li>The <b>implementation of the DRaaS platform with functional failover capability</b>, ensuring replication mechanisms are operational, automated failover procedures are in place, and all critical systems can be recovered within agreed RTOs/RPOs. (10)</li> <li>The proposed DRaaS to be integrated with some of the NDA technology stack e.g. VMware, Hyper-V, and Microsoft 365 (10)</li> </ul> <p><b>(NB) Supporting sample design and architecture: Solution must also be reflected on a Technical Diagram - depicting the Platform, failover, integration with VMware/Hyper-V/365, hosted in SA.</b></p> <p><b>Failure to comply will result in a score of zero (0).</b></p>	30
Quarterly disaster recovery test reports	<p><b>Scope 4.4 Disaster Recovery Testing</b></p> <p>Conduct quarterly failover simulations. Provide documented results and recommendations with support custom DR runbooks and system prioritisation. Testing scope requires:</p>	10



Description		Weight
	<ul style="list-style-type: none"> <li><b>Quarterly failover simulations (1)</b> to validate system resilience and ensure the <b>execution of end-to-end recovery processes (1)</b>.</li> <li>Each simulation must follow clearly defined procedures with <b>documented steps and actions (1)</b> and include <b>mandatory screenshot evidence from monitoring systems (2)</b> to demonstrate system behaviour during failover.</li> <li>After each test, the service provider must produce <b>detailed DR sample test reports (2)</b> capturing results, deviations, and performance metrics, together with <b>recommendations for improvement (1)</b> to strengthen recovery capabilities.</li> <li>All insights must be incorporated into <b>updated DR runbooks (1)</b> aligned to current infrastructure changes and system requirements, supported by a <b>prioritised recovery matrix (1)</b> ensuring that critical systems meet defined RTO/RPO criteria.</li> </ul> <p><b><i>(NB) Failure to submit sample test reports, simulation results, updated runbooks, and screenshot evidence will result in a score of zero (0).</i></b></p>	
Monthly DRaaS status reports /dashboards via portal	<p><b>Scope 4.5 Monitoring, Management &amp; Support</b></p> <ul style="list-style-type: none"> <li>24/7 monitoring and support (2)</li> <li>Web-based management portal with reporting, alerts, and metrics (2)</li> <li>Monthly health reports and incident logs (1)</li> </ul> <p><b>NB) Sample portal reports from the monitoring system (Must be screenshots)</b></p> <p><b>Failure to comply will result in a score of zero (0).</b></p>	5
SLA agreement and escalation matrix	<p><b>Scope 4.5 Monitoring, Management &amp; Support</b></p> <ul style="list-style-type: none"> <li>SLA covering uptime (≥99.9%), incident response, DR activation timelines (2)</li> <li>Escalation matrix and penalties for violations (2)</li> <li>Provide administrator and user training for DRaaS platform management (1)</li> </ul>	5

Description		Weight
	<p><b>NB) Sample SLA with escalation matrix. Submit training methodology / Approach</b></p> <p><b>Failure to comply will result in a score of zero (0).</b></p>	
Documented designs and architecture	<p><b>Scope 4.2 DRaaS Infrastructure Provisioning &amp; 4.3 Backup &amp; Replication</b></p> <ul style="list-style-type: none"> <li>Documented DRaaS platform design, backup, and replication architecture (5)</li> <li>Integration with virtual and cloud environments (5)</li> </ul> <p><b>(NB) Supporting documents Architecture diagrams, backup /replication workflows.</b></p> <p><b>Failure to comply will result in a score of zero (0).</b></p>	10
Service Take-On	<p><b>Project Plan:</b> Include a detailed project timeline with milestones, deliverables, and resource allocation. The human resource allocated must be resources provided in the Experience criteria section on this Technical Evaluation table.</p> <p><b>(NB) Implemented within three months post the signing of the agreement (10) and above three months post the signing of the agreement (5)</b></p>	10
Written References	<p>Provide evidence of successful implementations of DRaaS.</p> <p>Supporting Document: at least Three (3) <b>clients' letters references</b> reflecting similar service provisioned <b>not older than 5 years</b>, letters must have <b>date, client letterhead, client signature, project implemented, date implemented, and client contact details</b> for verification of project outcomes.</p> <p>Five (5) Points for each letter.</p> <p><b>(NB) The letter must at least reflect all the above mentioned otherwise it will be score as a zero.</b></p>	15

Description		Weight
Partnerships with OEMs	<p>Evidence of partnerships (e.g. VEEAM, Fortinet, VMware) aligned to proposed solution.</p> <p><b>(NB) Supporting documents: Partnership / reseller / certified partner agreements or letters from Microsoft, VEEAM, Fortinet, VMware or Bidder's related solution partner. A valid certification badges or official proof of partnership will be considered and must be aligned to the proposed solution.</b></p> <p><b>Failure to comply will result in a score of zero (0).</b></p>	5
Minimum qualifying score for functionality		80
Total		100

## 8 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:** Compliance to Mandatory Requirements, **Phase 3:** Functionality and **Phase 4:** 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 four: 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 , 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 I AM 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	<p><b>10 points</b></p> <p>% shareholding by black people will determine the points</p>
<p><b>Enterprises located in Gauteng Province</b></p> <p>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>	<p><b>4 points</b></p> <p>Should no declaration or proof be supplied, the bidder will score zero but will not be disqualified.</p>
<ul style="list-style-type: none"> <li>Enterprises owned by black African women.</li> </ul>	<p><b>2 points</b></p> <p>% shareholding by the targeted group will determine the points that are scored</p>
<ul style="list-style-type: none"> <li>Enterprises owned by black African youth.</li> </ul>	<p><b>2 points</b></p> <p>% shareholding by the targeted group will determine the points that are scored</p>
<ul style="list-style-type: none"> <li>Enterprises owned by black African with disability</li> </ul>	<p><b>2 points</b></p> <p>% 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.

## **9 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.

## **10 CLIENT BASE**

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

## **11 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:

### **11.1 Functionality/Technical Envelope**

**Bid Ref: NDA07/CS06/25**

**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION, SUPPORT, MAINTENANCE AND MANAGEMENT OF A HOSTED DISASTER RECOVERY SITE FOR THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 36 MONTHS.**

Bid closing date and time: **04 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 7 of this document.

## **11.2 Pricing/Commercial Envelope**

**Bid Ref: NDA07/CS06/25**

**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION, SUPPORT, MAINTENANCE AND MANAGEMENT OF A HOSTED DISASTER RECOVERY SITE FOR THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 36 MONTHS.**

Bid closing date and time: **04 FEBRUARY 2026 at 12h00**

### **Name and address of the bidder:**

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

## **12 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 remain 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.

## **13 TENDER VALIDITY**

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

## **14 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)

## 15 SCM ADMINISTRATIVE REQUIREMENTS- 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.
- (e) All participating bidders must complete, sign and return ALL the attached SBD forms (SBD1, 3.3(supported with a detailed cost break-down, indicating a total bid price corresponding to SBD 3.3), 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.”*

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

## 16 MANDATORY DOCUMENTS

- a) A **signed confirmation letter** committing to provide a **Disaster Recovery Service (DRS) hosted locally in South Africa** with a minimum **99.9% availability**. The bidder must also provide **verifiable proof of the physical data centre location**, demonstrate full compliance with all applicable **South African data protection, privacy, and ICT regulatory requirements**, and allow for **due diligence audits or inspections** of the facility.

***Failure to complete and submit any of the above listed mandatory documents will result in immediate disqualification.***

## **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 DISCLAIMERS**

- (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 into 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 7** (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:	NDA7/CS06/25	CLOSING DATE:	04 February 2026	CLOSING TIME:	12:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION, SUPPORT, MAINTENANCE AND MANAGEMENT OF A HOSTED DISASTER RECOVERY SITE 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	<a href="mailto:Nomvulam@nda.org.za">Nomvulam@nda.org.za</a>		E-MAIL ADDRESS	<a href="mailto:Leratod@nda.org.za">Leratod@nda.org.za</a>	
<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]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <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 [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [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

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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.
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)- NDA07/CS06/25**

NAME OF BIDDER: ..... BID NO.: **NDA07/CS06/25**

CLOSING TIME **12:00**

CLOSING DATE: **04 February 2026**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY	
1	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	R.....	
	3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4	4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5	5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	.....days
	.....	R.....	.....days
	.....	R.....	.....days
	.....	R.....	.....days
5.1	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.

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<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**

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<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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = 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 <b>Gauteng Province</b> . 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 propriety
  - ☐ 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:** .....

.....

.....

.....