TERMS OF REFERENCE: APPOINTMENT OF A SERVICE PROVIDER FOR MAINTENANCE, SUPPORT, AND SYSTEMS INTEGRATION OPTIMIZATION OF MICROSOFT DYNAMICS 365 BUSINESS CENTRAL SOFTWARE-AS-A-SERVICE (SAAS) ENVIRONMENT FOR A PERIOD OF 36-MONTHS **BID REFERENCE NUMBER:** NDA03/CS02/25	
CLOSING DATE **CLOSING TIME**	**23 September 2025** 12h00
SUBMISSION OF DOCUMENTS	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.** *Service providers outside of Gauteng are advised to send their documents by courier. NDA will not take responsibility for documents sent via postal services.*
SUPPLIER ENVELOPES **SUBMISSION PACKAGING**	The supplier's envelope/s MUST clearly have the description of "**APPOINTMENT OF A SERVICE PROVIDER FOR MAINTENANCE, SUPPORT, AND SYSTEMS INTEGRATION OPTIMIZATION OF MICROSOFT DYNAMICS 365 BUSINESS CENTRAL (BC) SOFTWARE-AS-A-SERVICE (SAAS) ENVIRONMENT FOR A PERIOD OF 36-MONTHS**". • ENVELOPE system will be used for the submission of bids: **Commercial Envelope** This envelope must strictly contain price quotations plus **all the mandatory documents** as listed in **section 16** of this document. **Technical Envelope** This envelope must strictly contain all info listed in **section 8** of this document. **NB: All documents must be banded using Thermal and perfect bindings Submission.** **Bidders must submit 1 original document, 1 copy and a labelled memory/flash drive.**
LATE BIDS	A TWO-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 Ms Kedibone Sathekge on 011-018-5562 between 08h30 to 17h00 on weekdays. Queries can also be sent in writing to NomvulaM@nda.org.za or

TABLE OF CONTENTS

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.

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.

(3) 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.

(4) The National Development Plan (NDP), the Medium-Term Strategic Framework (MTSF), Sector Plans and the United Nations Sustainable Development Goals (SDGs) guide the NDA's functions. The aim of the NDP is in line with the NDA's mandate. The NDP aims to reduce inequality and eliminate poverty by 2030.

2. BACKGROUND

The National Development Agency (NDA) has recently successfully migrated BC from IaaS on-premises to a SaaS model. With the aim of improving operational efficiency, reduced costs and infrastructure overhead. The focus is now shifting to optimizing the solution through advanced integrations, support, and maintenance.

3. EXISTING 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:

No.	App and Platform	Description
1	Microsoft 365	220 E5 licenses providing enterprise-grade productivity, collaboration, and security tools.
2	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.
3	Microsoft Dynamics Business Central (BC)	38 Essentials licenses and 30 Team Member licenses. Serves as the core ERP system for financial, and SCM operational.
4	Ndzalama (CSO Development Information System)	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.
5	Sage 300 People	250 licenses covering HR, Payroll, and Web Self Service (WSS). Integrates with BC via SFTP for payroll journal creation. Hosted on the SAGE Azure.
6	Travel Management System (TMS)	Custom-built using Power Platform. Facilitates employee travel requests. Integrates with BC using Power Automate cloud flows to retrieve budget data and post purchase

No.	App and Platform	Description
		orders.
7	Corporate Service (CS) Helpdesk Solution.	Custom-built Power Platform-based internal helpdesk system for logging and managing ICT, HR, and Facilities related incidents and queries.
8	SQL Server	Database management system used for structured data storage and reporting.

4. PURPOSE OF THE BID

The purpose of this bid is to solicit proposals from qualified service bidders to maintain, support, and optimize systems integration for BC SaaS environment. The goal is to ensure ongoing systems integration stability, performance, compliance, and alignment with NDA's strategic initiatives, while enabling continuous system enhancement through automation.

5. SCOPE OF WORK

5.1. Maintenance and Support

5.1.1.   Provide 36 months of BC maintenance and support, including proactive system monitoring and troubleshooting.

5.1.2.   Conduct monthly performance or quality of service (QoS) reviews and implement necessary adjustments.

5.1.3.   Guarantee system uptime in accordance with Microsoft Agreement..

5.1.4.   Facilitate the related annual licence renewal.

5.2. Systems Integration Optimization, Customizations

Based on the exiting systems analysis, validate and enhance existing integrations and configuration and / or recommend alternative add-ons/apps. Current systems integration and customizations include:

5.2.1.   **Purchase Requisition Module:** Manage purchase request submission, budget validation, approval workflows, and purchase order integration. This custom-built Purchase Requisition module within BC is developed as an extension using **Visual Studio Code** with the **AL (Application Language)**, which is the standard language for BC development. This extension model allows for modular, upgrade-safe customizations

that do not alter the BC base application code. The module leverages **SQL Server** as the backend database, managed through the BC platform, ensuring secure and structured data storage. User interface components, such as requisition pages, are implemented using **Page Extensions** and **Custom Pages**, while business logic is encapsulated in **Codeunits** and triggered through **event-driven programming** using AL's event subscribers.

5.2.2. **Grant Funding Integration**: This feature is configured to export contracts/projects based on the approved CSO projects. The data is exchanged via Excel files placed in a secured shared folder.
Key features include:

- Vendor/Supplier Creation using CSO data.

- Contract Creation using project details.

- Purchase Invoice Generation for tranche payments.

- GL Account Mapping for funding allocations.

- Automated Notifications to Finance and Programme 2.

- Reporting on vendors, contracts, and payments.

- Validation Checks to prevent duplication.

- Contract Setup Page for configuration of import/export paths and templates.

The integration is file-based but could be enhanced using Power Automate, Dataverse, or API-based connectors for near real-time synchronization.

5.2.3. **Payroll Integration**: This feature automates the export/import of Sage 300 People payroll files into BC via a Secure File Transfer Protocol (SFTP). Preferable this should be automated via the NDA's in-house invested SharePoint Online app and Power Automation for automation and posting (POST) into BC as a journal.
Critical components include:

- A **mapping table** that links Sage account numbers to BC GL accounts and up to seven dimensions.

- Approval workflows for journal posting in BC.

The purpose of this feature is to ensure accurate financial posting of payroll data while maintaining auditability and user control.

5.2.4. **Contract Management Module**: This module is customized in BC using Visual Studio Code and the AL (Application Language). It digitised the management of procurement and CSO contracts/projects, replacing manual Excel-based tracking. The solution includes:

- ➢ **Contract Cards** for Procurement and CSO contracts, with tabs for General Info, Invoicing, Shipping, and Contract Lines.

- ➢ **Recurring Invoice Generation** based on contract terms and billing periods.

- ➢ **Addendum Management** for contract amendments.

- ➢ **GL Account Allocations** and dimension tagging.

- ➢ **Automated Email Notifications** for contract expiry alerts.

- ➢ **Reporting** for commitments, accruals, and contract status.

The backend is powered by the **SQL Server**, and integration with other modules is facilitated through **standard BC APIs**.

5.2.5. **Fixed Asset Management and Mobile Scanning:** This app is implemented as a **mobile application** leveraging **Power Apps** for user interface design and interaction. The app enables digital scanning, verification, reassignment, and disposal tracking of assets in the field. The app integrates with **BC** enabling near real-time updates to the Fixed Asset Register in BC, using **custom connectors** and **web services**.
Key features include:

- ➢ Barcode scanning via mobile devices (tablets with cameras).

- ➢ Asset reassignment and location updates with approval workflows.

- ➢ Periodic asset verification with condition tracking.

- ➢ Integration with BC's Fixed Asset module, including updates to asset cards and creation of disposal journals.

- ➢ A dedicated FA Management Table and Archive Table for audit trails.

- ➢ Custom reports for asset verification, reassignment, and book value.

The solution uses **SQL Server** for backend data.

5.2.6. **Lease Smoothing**: This module supports compliance with GRAP 13 by automating the calculation of lease liabilities and equalized payments. It is built as a BC extension using **AL**, and leverages the **Contract Register** for lease data management.

Features include:

- ➢ **Lease Identification** via a checkbox on contract cards.

- ➢ **Price Increase Functionality** for escalating rental values.

- ➢ **Addendum and Allocation Tables** for financial adjustments.

- ➢ **Recurring Invoice Creation** for lease payments.

- ➢ **Lease Smoothing Reports** showing actual vs equalized payments.

- ➢ **Summary Reports** for financial year analysis and future obligations.

The solution uses **SQL Server** for data storage and supports **Excel export** for reporting.

5.2.7. **Travel Requisition Management System (TMS):** This app custom-built in Power Platform automated with BC via standard connectors/APIs. It facilitates travel requisitions, budget checks, and automated travel purchase order creation.
Key features include:

- ➢ Travel requisition capture and approval via Power Platform.

- ➢ Budget validation using a custom-built Travel Portal Accounts page in BC, which includes GL codes and dimensions, Budget Value, Purchase Value (open POs/commitments) and Actual Value (posted payment transactions).

- ➢ Automated (power automate) creation of Purchase Orders in BC upon travel confirmation.

- ➢ Return of PO numbers to the Travel Portal for tracking.

- ➢ The integration uses Power Automate, Dataverse, and standard connectors/APIs to synchronize data between the systems.

The purpose of the budget validation feature is to enforce budget management and streamline travel-related procurement.

5.2.8. **Data Migration (where applicable)**: Where the service provider proposes to replace or enhance existing custom modules within BC, a structured data migration process must be followed. The objective is to ensure continuity and data integrity.

Preferred migration process overview:

➢ Assessment & Mapping – Identify source data and define transformation rules.

➢ Extraction & Cleansing – Securely extract and clean data for consistency.

➢ Loading – Import into the target system using BC configuration packages, APIs, or ETL tools.

➢ Validation & UAT – Reconcile data and conduct user acceptance testing.

➢ Go-Live & Support – Final migration, cutover, and post-migration monitoring.

The service provider must deliver full documentation of the above-mentioned migration process, and the technology must align with the NDA's Microsoft digital ecosystem (Where applicable).

5.3. Report and Dashboard support

The awarded service provider will also be expected to provide support for extending reports and dashboards to Power BI using BC web services as per business requirement. Ensuring that all dashboards and reports are aligned with NDA's security and compliance standards.

5.4. Testing

5.4.1. Perform comprehensive testing to ensure the system's integration stability, performance, accuracy of data, integrity of customizations, and security.

5.4.2. Engage stakeholders in user acceptance testing (UAT).

5.5. Training

5.5.1. Provide end-user and administrator (ICT staff) training on new features (if any), customizations, integrations, and general functionality used by the NDA e.g., Vendors, Purchasing, Fixed Assets, Invoicing, Payments, Contracts, and General Ledger (GL).

5.6. Compliance

5.6.1.   Ensure compliance with security and data protection regulations e.g., Protection of Personal Information Act (POPIA).

6. ANTICIPATED TIMELINE

Phase	Duration
Systems Integration and Customization Analysis	0.5 Months
Systems Integration and Customization Implementation (informed by the analysis and scope of work)	2 Months
Testing and UAT	0.5 Months
Support and Maintenance	33 Months

7. IMPORTANT SYSTEMS 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:

➤ KISS – Keep It Simple and Smart : Proposed solutions should be easy to use, maintain, and scale. Avoid unnecessary complexity.

➤ DRY – Don't Repeat Yourself: Don't reinvent the wheel. Avoid duplicating functionality across systems to improve consistency and reduce maintenance.

➤ YAGNI – You Aren't Gonna Need It: Proposed solutions should be fit for purpose in response to business requirements.

➤ BDUF – Big Design Up Front: The service provider is expected to provide a clear architectural overview before implementation begins.

➤ Leverage Existing Investment: Maximize utilization of NDA's existing platforms (Microsoft 365, Power Platform, Business Central, SQL Server, Dataverse) to reduce cost and complexity.

8. TECHNICAL EVALUATION (PHASE 1)

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

The committee will evaluate each bid proposal received against the criteria as stated below:

8.1. Technical Evaluation will be scored as follows:

A minimum threshold of **80 points** should be obtained to qualify for the second phase of evaluation "Commercial Evaluation".

Criteria	Description	Weight
Support and Maintenance	The maintenance and support services should at least cover the following, specifically the "How" will these be achieved: ➢ **Support Framework** – a detailed incident management process, escalations, and response time commitments. (**10 points**): - Incident Management Process: Clear steps for logging, tracking, resolving, and closing incidents (6). - Escalations Procedures: Defined escalation levels and roles (2). - Response & Resolution Times: clearly defined response and resolution times for different severity levels (2) ➢ **Integration Management** - systems integrations monitoring and enhancements i.e., Sage 300 People Payroll, TMS, and Ndzalama (CSO Development Information System) (**6 points**): - Monitoring mechanisms for Sage 300 People (2) - Monitoring mechanisms for TMS (2) - Monitoring mechanisms for Ndzalama (2) ➢ **Customizations Maintenance** - ensure all customizations remain functional and compatible with any system updates. (**4 points**) : - Comparison assurance approach (2) - Change management process (2) ➢ **System Health Reports** X3 Sample Screenshots (**6 points**): - System availability Report (2) - Performance Report (2)	30

Criteria	Description	Weight
	- Issue trends Report (2) ➤ **Monthly Reporting** – Sample of the Monthly Quality of Service (QoS), e.g., incident logged and resolved including turnaround times. (**2 points**) ➤ **Roles and Responsibilities** – i.e., clearly defined roles and responsibilities between the NDA and the service provider. Preferable RACI matrix or equivalent. (**2 points**) (NB) Supporting document: **Maintenance and Support Plan**	
Systems Integration Optimization	Describe the integration optimization approach for the following: ➤ Budget validation (GET) and Purchase Order creation (POST) between BC and TMS diagram – **(8 points)** ➤ Ndzalama data exchange with BC diagram **– (8 points)** ➤ Sage 300 People payroll file and BC integration technical diagram – **(8 points)** (NB) Supporting Document: **Systems Integration Optimization Technical Diagram - depicting the integration between BC, Sage payroll file, TMS, and Ndzalama (CSO Development Information System)**	24
Experience (Both Human Resource and Company) Certification	Show capabilities to support, maintain and configure solutions in Microsoft BC, Power Platform and 365. The Bidder should provide Minimum of two CV of each resource with the following certification: ➤ **Dynamics 365** related certificate – **(3 points)** ➤ **Power Platform / Microsoft 365** related certificate – **(3 points)** Supporting Document: **Detail CV, At least X1 certificate on Dynamics 365 and X1 certificate on Power Platform / Microsoft 365.**	11

Criteria	Description	Weight
	Failure to submit a CV with a minimum of three years' experience in the required field and relevant certificates the bidder will be scored Zero. **Note (NB): The certificate must be valid (i.e., not expired) at the time of the tender closing date. Expired certificates will not be accepted and may result to a score of zero.** ➢ **Microsoft Partner** accreditation – (**5 points**) **Microsoft Partner** certificate must be included.	
References and Experience	Provide evidence of successful implementations of BC. Supporting Document: at least **Two clients' letters references** reflecting similar service provisioned **not older than 7 years**, letters must have **date, client letterhead, client signature, project implemented, and client contact details** for verification of project outcomes. The letter must at least reflect all the above mentioned otherwise it will be score as a zero. ➢ **5 Points for each letter**.	10
Testing	Provide a detailed approach to functional, performance, and user acceptance testing. ➢ **Sample test plan** – (2 Points) ➢ **Scenarios** – (2 points) ➢ **User Acceptance Criteria** – (2 Points) Supporting Document: **Sample test plans, scenarios, and user acceptance criteria.**	6
Project Management Approach	➢ Service providers must present a detailed project management **plan** that includes: ➢ **Methodology**: Explain the project management methodology (e.g., Agile) that will be used for this implementation – (**1 points**).	8

Criteria	Description	Weight
	➢ **Project Plan**: 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 – (**4 points**). ➢ **Risk Management**: Provide a risk management plan that addresses potential challenges (e.g., delays, resource shortages, etc) and how they will be mitigated – (**1 points**). ➢ **Communication Plan**: Explain how system related matters will be communicated to the NDA stakeholders – (**2 points**). Supporting document: **Detailed project plan covering the abovementioned points.**	
Compliance Support	Compliance ensures that the system configurations adhere to legal and regulatory requirements. For the NDA, this includes aligning with local regulations and safeguarding data. The compliance configuration plan should at least address the following: ➢ **POPIA** - ensures all personal data is processed, stored, and managed in compliance with POPIA, and implement safeguards of data confidentiality, integrity, and availability. – (**2 points**) ➢ **Cybercrime Security (6 points)** ensure maintenance of BC security controls in alignment with the cybersecurity regulations e.g. Cybersecurity Bill / Act. Security controls such as: MFA for all administrative and user access (2 points); RBAC and audit logging (2 points), vulnerability	11

Criteria	Description	Weight
	assessments and Incident response procedures for cyber threats and breaches. (2 points) ➢ **Business Continuity - (3 Points**) outline business recovery plan for BC including DR strategy (1 point), backup and restore procedure (1 point), quarterly testing of the business continuity plan (1 point) Supporting document: **Compliance System Configuration Plan (for maximum points all the above must be reflected in the document)**	
Minimum Qualifying score		**80**
Total Score		**100**

9. COMMERCIAL EVALUATION-PHASE 2

(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) The bid proposals received will be evaluated in two (2) phases. On the first phase bids will be evaluated on functionality and on the second phase in accordance with the 80/20 preference points system respectively.

(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 two: 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 a specific Rural/Underdeveloped/Township (should the required locality merely be the 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 *(must be included as a specific goal)*	**10 points** % shareholding by black people will determine the points
Enterprises located in a specific: • Rural / Underdeveloped/Township **for work to be done or services to be rendered in that area (Gauteng Province)** *A certified proof of address (municipal rates/stamped letter from councillor) must be attached to claim the points. The NDA will verify location using CSD report.*	**4 points** • Rural/Underdeveloped/Township/: = 4 points NB: Should no certified proof of address be supplied, the bidder will score zero but will not be disqualified.
• Enterprises owned by black African women. `	**2 points** % shareholding by the targeted group will determine the points that are scored
• Enterprises owned by black African youth.	**2 points** % shareholding by the targeted group will determine the points that are scored
• Enterprises owned by black African with disability	**2 points** % shareholding by the targeted group will determine the points that are scored

(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, TRUST, PARTNERSHIP AND 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 joint ventures, 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: **NDA03/CS02/25**

APPOINTMENT OF A SERVICE PROVIDER FOR MAINTENANCE, SUPPORT, AND SYSTEMS INTEGRATION OPTIMIZATION OF MICROSOFT DYNAMICS 365 BUSINESS CENTRAL (BC) SOFTWARE-AS-A-SERVICE (SAAS) ENVIRONMENT FOR A PERIOD OF 36-MONTHS.

Bid closing date and time: **23 SEPTEMBER 2025 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: NDA03/CS02/25

APPOINTMENT OF A SERVICE PROVIDER FOR MAINTENANCE, SUPPORT, AND SYSTEMS INTEGRATION OPTIMIZATION OF MICROSOFT DYNAMICS 365 BUSINESS CENTRAL (BC) SOFTWARE-AS-A-SERVICE (SAAS) ENVIRONMENT FOR A PERIOD OF 36-MONTHS.

Bid closing date and time: **23 SEPTEMBER 2025 at 12h00**

Name and address of the bidder:

In this envelope, the bidder shall only provide the price/commercial proposal, and the Mandatory 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)   Bidders must indicate if their prices will be fixed and firm for the duration of the proposed contract period, if not, the proposed escalations should be indicated.

(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.

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Page 18

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

16.   MANDATORY DOCUMENTS

(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, consortiums, trust, partnership or any form of agreement. **Bidders must also submit completed and signed SBD forms of each company separately**.

(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 breakdown in excel), 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 complete and submit any of the attached 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. 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 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 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.

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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 AND 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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)			
BID NUMBER: **NDA03/CS02/25**	CLOSING DATE**: 23 SEPTMBER 2025**	CLOSING TIME:	**12:00**

DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR MAINTANANCE SUPPORT AND MAINTENANCE, SUPPORT AND SYSTEMS INTERGRATION OPTIMIZATION OF MICROSOFT DYNAMICS 365 BUSINESS CENTRAL SOFTWARE-AS-A SERVICE (SAAS)ENVIRONMENT FOR A PERIOD OF 36-MONTHS .

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
NATIONAL DEVELOPMENT AGENCY (NDA) HEAD OFFICE
26 WELLINGTON ROAD, PARKTOWN
JOHANNESBURG
2193

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	NOMVULA MOLOI	CONTACT PERSON	THAMSANQA LANGA
TELEPHONE NUMBER	011 018 5562	TELEPHONE NUMBER	011 018 5541
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	NomvulaM@nda.org.za	E-MAIL ADDRESS	ThamsanqaL@nda.org.za

SUPPLIER INFORMATION					
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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ 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.	

Version 1 of 2023

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, 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.
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)

NAME OF BIDDER: ………………………………………………………….………......…	BID NO.: **NDA03/CS02/25**
CLOSING TIME **12H00**	CLOSING DATE **23 SEPTEMBER 2025**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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. PERSON AND POSITION	HOURLY RATE	DAILY RATE
--	R------------------------	------------------------
--	R------------------------	------------------------
--	R------------------------	------------------------
--	R------------------------	------------------------
--	R------------------------	------------------------

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 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……………...

Bid No.: …………………………………

Name of Bidder: ………………………………………………………………………………………………..

| -- | ……………... | …………….... | R………………... |
| -- | ……………... | …………….... | R………………... |

TOTAL: R…………………………………………...

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

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.

…………………………………………………………….

…………………………………………………………….

…………………………………………………………….

…………………………………………………………….

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Ms Nomvula Moloi
Tel:011-018-5562
NomvulaM@nda.org.za

Or for technical information –

Mr Thamsanqa Langa
Tel:011 -018- 5541
ThamsanqaL@nda.org.za

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 interest1 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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1 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.

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;

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 consortium2 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

---

2 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.

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 applicabe 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	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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:

80/20   **or**   **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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   **or**   **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	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 specific rural/underdeveloped /townships (*Gauteng Province)* *NB: 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*		04		
Enterprises owned by black African youth (% shareholding by targeted group will determine the points)		02		
Enterprises owned by black African women (% shareholding by targeted group will determine the points)		02		

Enterprises owned by black African with disability (% shareholding by targeted group will determine the points)		**02**		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4.   Company registration number: …………………………………………………..

4.5.   TYPE OF COMPANY/ FIRM

  ϒ Partnership/Joint Venture / Consortium
  ϒ One-person business/sole propriety
  ϒ Close corporation
  ϒ Public Company
  ϒ Personal Liability Company
  ϒ (Pty) Limited
  ϒ Non-Profit Company
  ϒ 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: …………………………………………………

…………………………………………………

…………………………………………………

…………………………………………………