Post Office South Africa

REQUEST FOR PROPOSAL

You are hereby invited to submit proposal to the South African Post Office Limited for the Managed Network (WAN) and Telephony Services

SECTION 1 **Section to be completed by bidder**

BIDDER COMPANY NAME		
BIDDER CONTACT PERSON		
MAAA NUMBER:		
BIDDER CONTACT DETAILS	**EMAIL:**	
	TEL :	**CELL :**

SECTION 2 **Section to be completed by SCM**

RFP NUMBER:	RFP 25/26/10/Managed Network(WAN) and Telephony Services
OBJECTIVE OF BID:	SAPO requires a Service Provider to deliver a fully managed internal network service including: • Wide Area Network (WAN) connectivity • SD-WAN overlay • LAN switching • Managed Wi-Fi • Internal network security • Internal DC network services • Cloud connectivity • Hosted PBX telephony • Unified monitoring, analytics and reporting • Full service management and governance **Contract Term Options** Bidders must provide pricing for: • **3-year term** • **5-year term** • **7-year term** Each term must clearly differentiate: • **Year 1:** Implementation, migration and transition • **Years 2–X:** Operational services Evaluation Principle SAPO will evaluate all three pricing options based on: • Total Cost of Ownership (TCO) • Affordability and cash-flow

	• Operational feasibility • Long-term sustainability **SAPO reserves the right to select any of the evaluation options proposed in this bid.**	
DESCRIPTION OF SERVICES:	Managed Network (WAN) and Telephony Services	
ISSUE DATE:	**2025/12/15**	
COMPULSORY BRIEFING SESSION: ZOOM DATE & TIME	**2026/01/16** **Time :10:00** SAPO is inviting you to a scheduled Zoom meeting. Join Zoom Meeting https://zoom.us/j/99584330462?pwd=dI62daJ1ctz-fIVMGxhWjK0hD18G72T.1 Meeting ID: 995 8433 0462 Passcode: 3dwKqt	
CLARIFICATION QUESTIONS CLOSING DATE	**2026/01/21**	
RFP CLOSING DATE AND TIME:	**2026/01/30**	**Closing Time** 11:00
PROPOSAL TO BE HAND DELIVERED	SAPO Supply Chain Management Cnr James Drive & Moreleta Street Silverton 0184	
RFP VALIDITY PERIOD:	180 DAYS (from closing date)	
ENQUIRIES: PROCUREMENT SPECIALIST	Martin Lekhuleni Tel: 012-845-2667 Email address: Martin.Lekhuleni@Postoffice.co.za	

Schedule of Bid Documents

SBD1 - INVITATION TO BID

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	RFP/25/26/10	CLOSING DATE:	2026/01/30	CLOSING TIME:	11H00
DESCRIPTION	Managed Network (WAN) and Telephony Services				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT ***(STREET ADDRESS)***					
SAPO Supply Chain Management [tender box at gate]					
Cnr James Drive and Moreleta Street					
Silverton					
0184					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Martin Lekhuleni	CONTACT PERSON	
TELEPHONE NUMBER	012-845-2667	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Martin.Lekhuleni@postoffice.co.za	E-MAIL ADDRESS	

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.

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: ______________________________

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 in the enterprise, employed by the state?

☐ YES ☐ NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, in table below.

Full Name	Identify Number	Name of State Institution

3. Bidders' disclosure in respect of independent bidding

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 consortium1 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.

3.5 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.

3.6 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.

3.7 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

1 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.

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 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS INFORMATION PROVE TO BE FALSE

Signature	Date
Position	Name of Bidder

Directors

Bidders to submit the list of Directors on the company letterhead as follows:

First Name	Middle Name (where applicable)	Surname	Gender	Race

Shareholders

Bidders to submit the list of Shareholders on the company letterhead as follows:

First Name	Middle Name (where applicable)	Surname	Gender	Race

Share certificates must be submitted

A. SCOPE OF SUPPLY AND SPECIFIC INSTRUCTIONS

1. DESCRIPTION OF SERVICE

Managed Network (WAN) and Telephony Services

2. POINT OF DELIVERY OF SERVICES

Nationally

3. PRICE BASIS

3.1 Bidders shall take into account that the Post Office's total requirements may not be allocated to only one bidder.

3.2 The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the currency of the relationship.

4. PAYMENT

The Contract Price is the amount, agreed to by both parties during contract negotiation process, which the Post Office shall pay to the Service Provider for the Services rendered in terms of the Agreement. The Contract Price for the Services provided by the Service Provider to the Post Office shall be inclusive of VAT and payable 30 days upon statement date.

5. PROPOSAL DOCUMENTS

5.1 Bidders responding to this RFP are deemed to do so, on the basis that they acknowledge and accept all the Terms and Conditions of this RFP.

5.2 Proposals must be submitted through the Tender Box. It is the bidder's sole responsibility to ensure that the bid has been submitted and inserted in the tender box received by no later than the **2026/01/30 at 11h00**. Proposals received after the stipulated bid closing date and time will not be considered for bid evaluation purposes.

5.3 Any amendments to the proposal documents, whether erasures or by means of correction fluid (e.g. Tippex), must be initialled by the bidder.

5.4 All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.

5.5 Pricing schedule must be completed in South African Rands (ZAR). Failure to provide the bid in South African Rands will result in the bid being non-responsive.

5.6 Proposals must be compiled in the following manner:

- 5.6.1 One (1) original proposal (marked 'original') must be submitted in an arch lever file(s).
- 5.6.2 Loose-leaf (not bound) proposal must be supplied, in the arch lever file(s).
- 5.6.3 Electronic submission of one(1) **USB**
- 5.6.4 **Bidders who are doing JV must submit consolidated BBBEE Certificate for scoring point.** If a consolidated BBBEE Certificate is not submitted together with the proposal at closing date of the bid, the bidder will not be disqualified but receive zero (0) points for Specific Goals/Preference points.

5.7 Hand delivered proposals must be delivered **sealed**. The following information shall appear on the outside of the sealed proposal:

- 5.7.1 Name of bidder;
- 5.7.2 Description of proposal;
- 5.7.3 RFP number;
- 5.7.4 Closing date and time;
- 5.7.5 Name of person for whose attention the proposal is intended; and
- 5.7.6 The name and address of the Bidder must be written on the reverse side of the proposal / envelope.

6. CONSULTATION PRIOR TO SUBMISSION OF A PROPOSAL

Bidders shall consult, **in writing**, with the undernoted Post Office officials should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. The Post Office undertakes to provide clarification in writing to all Bidders, provided that the request is received prior to the closing date and time for clarifications.

Officials	Location	Contact Details
Martin Lekhuleni (Procurement Officer)	South African Post Office Limited Supply Chain Management Cnr. James Drive and Moreleta Street, Silverton, Pretoria.	012-845-2667 Martin.Lekhuleni@postoffice.co.za

7. CLARIFICATIONS

7.1 Bidders are encouraged to submit clarification questions in writing to South African Post Office Officials mentioned above not later than **2026/01/21.** No further questions will be entertained after this period.

7.2 The SAPO will respond in writing to queries and distribute to all bidders who attended the briefing session after receipt of questions.

7.3 Oral communication or instruction by SAPO or its representative shall have no standing in this RFP unless and until they have been confirmed in writing.

7.4 SAPO accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this RFP.

8. VALIDITY PERIOD OF PROPOSAL

The period during which the Post Office shall have the right to accept a proposal without any right of withdrawal on the part of the bidder shall be Hundred and Eighty **(180)** days from the date on which proposals are due. After such period a bidder may withdraw his proposal if he has not been notified of its acceptance.

Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.
Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from the tender process?

With regard to the validity period of the next highest scoring bidder(s), please refer to clause **10.3.11**

9. COST OF THE BID

Each Bidder shall bear all of its costs (of whatsoever nature) associated with the preparation or submission of its bid and of negotiating with the SAPO regarding a possible contract agreement and any other costs and expenses incurred by the Bidders in connection with or arising out of the competitive procurement process.

10. BIDDING CONDITIONS

10.1 The South African Post Office reserves the right to reject and /or disqualify any proposal:

- 10.1.1 Received without all the data and information requested.
- 10.1.2 Submitted after the stated submission deadline [closing date]
- 10.1.3 Which does not conform to instructions and specifications detailed herein;

10.2 That fails to comply with the specification.

- 10.2.1 That contains any information that is found to be incorrect or misleading in anyway.
- 10.2.2 Such non-compliant bids shall be rejected without further evaluation, provided that SAPO believes, in its own discretion, that the non-compliance is minor then SAPO may continue with the evaluation, or seek clarification thereon or reject the bid.

10.3 The South African Post Office reserves the right:

- 10.3.1 Not to award or cancel this RFP at any time and shall not be bound to accept the highest scoring or any bid.
- 10.3.2 To negotiate with one or more Preferred or Reserved Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred or Reserved Bidder.
- 10.3.3 To accept part of a bid rather than the whole bid.
- 10.3.4 To split the award of the bid between two or more Bidders.
- 10.3.5 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders and Reserved Bidders have been notified of their status as such.
- 10.3.6 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the Services bidded for, whether before or after adjudication of the bid.
- 10.3.7 Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.3.8 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 10.3.9 To award the bid to a Bidder who is not the highest scoring Bidder, provided that an objective criteria was indicated in the evaluation criteria.

10.3.10 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.

10.3.11 To award the business to the next highest scoring bidder(price and specific goal), provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

10.4 No attempts may be made, whether directly or indirectly, to canvass any member of SAPO staff before the award of the contract. Any enquiries must be referred, in writing, to the specified person(s).

11. JOINT VENTURES, CONSORTIUMS, PARTNERSHIPS AND TRUSTS

11.1 A trust, consortium or joint venture, will qualify for points for their specific goal as a legal entity, provided that the entity submits their B-BBEE status level certificate.

11.2 A trust, consortium or joint venture will qualify for points for their specific goal as an unincorporated or incorporated entity, provided that 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. If a consolidated BBBEE Certificate is not submitted together with the proposal at closing date of the bid, the bidder will not be disqualified but receive zero (0) points for Specific Goals/Preference points

11.3 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. SAPO will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

11.4 The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

12. SAMPLES (If applicable)

SAPO shall not pay for samples provided and damaged / destroyed samples as a result of destruction testing.

13. CONDITIONS OF PURCHASE

The terms and conditions applicable to any order / contract that may result from this bid will be stated in the main contract between SAPO and appointed service provider.

B. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

1 DEFINITION

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Confidentiality Agreement, bear the meanings ascribed to them:

1.1 "Bidder" shall mean any person who attends the briefing session and/or any entity which is represented at the briefing session whose details and signature are set out in the attendance register;

1.2 "Confidentiality Agreement" shall mean this confidentiality Agreement; and

1.3 "Post Office" shall mean the South African Post Office, a public company with limited liability duly incorporated in accordance with company laws of the Republic of South Africa with registration number 1991/005477/06.

2 INTRODUCTION

2.1 The Bidder has attended a briefing session which is hosted by the Post Office, at which the Post Office shall provide information to Bidders who wish to enter into discussions with the Post Office concerning a number of issues pertaining to the possible provision of services by the Bidder to the Post Office, which discussions may or may not result in the Post Office and the Bidder entering into an agreement, arrangements, discussions or alliances.

2.2 During the briefing session and in negotiating the business relations, the Post Office shall disclose confidential information relating to its business to the Bidder.

2.3 The Bidder agrees to be bound by the terms and to be subject to the conditions of this Confidentiality Agreement.

3 CONFIDENTIAL INFORMATION

Confidential Information in respect of this Confidentiality Agreement shall include, but not be limited to, all oral, written, printed, photographic and recorded information of all types that is:

3.1 Confidential or secret information relating to the commercial and financial activities of the Post Office, which would include legal, financial, contractual or commercial arrangements between the Post Office group of companies, customers and/or third parties;

3.2 Confidential information and details concerning current or prospective customers, suppliers, commercial associates and other parties with whom the Post Office enjoys a commercial relationship;

3.3 Proposed, impending or actual commercial transactions, arrangements, ventures, agreements or opportunities which are of a confidential or secret nature;

3.4 Trade secrets, operating procedures, quality control procedures, approximate operation personnel requirements, descriptions, trade names, trademarks, know how, techniques, technology, copyright, and all goodwill relating to the business and any other existing intellectual property rights or any intellectual property created as a result of the provision of services;

3.5 Confidential or privileged information concerning disputes, claims, litigation or similar actions in which any party is or may become involved; and

3.6 Any other information surrounding the nature of the discussions giving rise to this Confidentiality Agreement.

4 EXCLUDED INFORMATION

There will be no obligation of confidentiality or restriction on the use of information where:

4.1 The information is publicly available, or becomes publicly available otherwise than by action of the Bidder; or

4.2 The information was already known to the Bidder (as evidenced by its written records) prior to its receipt under this or any previous confidentiality agreement between the parties or their affiliates; or

4.3 The information was received from another party not in breach of an obligation of confidentiality.

5 NON-DISCLOSURE

5.1 The Bidder acknowledges that the Confidential Information is a valuable and unique asset proprietary to the Post Office.

5.2 The Bidder agrees that it shall not disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Post Office.

5.3 The Bidder may disclose the Confidential Information only to its directors and other officers, employees and professional advisors agents and consultants only on a strictly need-to-know basis and on the terms and conditions provided for in this Confidentiality Agreement.

5.4 The Bidder undertakes not to use the Confidential Information for any purpose other than:

   5.4.1 That for which it is disclosed; and

   5.4.2 In accordance with the provisions of this Confidentiality Agreement.

5.5 The Bidder undertakes to ensure that their employees will observe and comply with their obligations in respect thereof, whether or not they remain employees of the Bidder.

5.6 The Bidder agrees that it shall only, where necessary, disclose the Confidential Information to its professional advisers, agents and consultants, provided that such professional advisers, agents and consultants sign a similar undertaking and that they are aware of the confidential nature of the information being made available to them.

5.7 The Bidder shall takes all steps necessary to procure that such professional advisers, agents and consultants agree to abide by the terms of this Confidentiality Agreement to prevent the unauthorized disclosure of the Confidential Information to third parties.

6 OWNERSHIP

6.1 All Confidential Information disclosed by the Post Office to the Bidder is acknowledged by the Bidder to be proprietary to the Post Office who shall retain all right, title and interest in and to that information.

6.2 The possession of the Confidential Information by the Bidder does not to confer any rights of whatever nature in such Confidential Information to the Bidder.

6.3 No provision in this Confidentiality Agreement shall be interpreted to confer any right of license under any trademark, patent or copyright, or any applications for such a trademark, patent or copyright which may be pending now or in the future to the Bidder.

7 STANDARD OF CARE

The Bidder agrees that it shall protect the Confidential Information disclosed pursuant to the provisions of this Confidentiality Agreement using the same standard of care that it applies to its own proprietary, secret or confidential information, but in any event not less than a reasonable standard of care, and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorized disclosure thereof.

8 RETURN OF CONFIDENTIAL INFORMATION

8.1 The Post Office may at any time request the return of the Confidential Information disclosed to the Bidder. Upon the return of the Confidential Information, the Bidder shall submit a written statement to the Post Office confirming that the Bidder has not retained in its possession or under its control, either directly or indirectly, any Confidential Information.

8.2 Alternatively to the return of the material contemplated in clause 8.1 above, the Bidder shall, at the request of the Post Office, destroy the Confidential Information and furnish the Post Office with a written statement to the effect that all Confidential Information in the possession or under the control of the Bidder has been destroyed.

8.3 The Bidder shall comply with the request in terms of this clause 8 within forty-eight hours of receipt of such a request.

9 BREACH

9.1 Any breach of any obligation or undertaking by the Bidder will constitute a material breach of this Confidentiality Agreement.

9.2 The Bidder shall be liable to pay the Post Office all costs incurred in the protection of its interests in terms of this Confidentiality Agreement on an attorney and own client scale.

9.3 The Bidder acknowledges that the Post Office shall be entitled to apply to court for an interdict or other appropriate relief against the Bidder, should the Post Office have any reasonable basis to believe that the Bidder is or may be in breach of this Confidentiality Agreement and thus endangering the proprietary interests of the Post Office.

10 DURATION

The obligations undertaken by the Bidder in terms of this Confidentiality Agreement shall endure notwithstanding the termination of this Confidentiality Agreement or notwithstanding that either party decides at any time, whether before or after the commencement of this Confidentiality Agreement, not to pursue the discussions to enter into a business relationship or that the relationship between the parties pursuant to those discussions is terminated for any reason whatsoever

11 GENERAL

11.1 This Confidentiality Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

11.2 No addition to, variation of, or agreed cancellation of this Confidentiality Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

11.3 No relaxation or indulgence which the Post Office may grant to the Bidder shall constitute a waiver of the rights of the Post Office and shall not preclude the Post Office from exercising any rights which may have arisen in the past or which might arise in future.

11.4 The Bidder agrees and confirm by their signature to the RFP Documents that any present and/or previous discussions or correspondence shall, for purposes of this Confidentiality Agreement, be considered to be Confidential Information.

11.5 An approval or consent given by a party under this Confidentiality Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Confidentiality Agreement nor shall it be construed as a waiver of any rights under this Confidentiality Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Confidentiality Agreement.

SIGNATURE ....

NAME OF DELEGATED SIGNATORY ....

(PRINT) in his capacity of

DESIGNATION OF SIGNATORY ....

(PRINT) who warrants his authority to sign on behalf of

NAME OF BIDDER (COMPANY) ....

DATE ....

C. CERTIFICATE OF ACQUAINTANCE WITH BID DOCUMENTS

I/We ____ of _____________________________________ do hereby certify (Name of Company) that I/we acquainted myself/ourselves with the contents of all the documents listed in the Schedule of Bid Documents, as laid down by The South African Post Office for carrying out of the proposed works.

SIGNED AT __________________________________ on this __________ day of ______________________ 20 ______

SIGNATURE : ____

NAME OF DELEGATED SIGNATORY : _______________________________________

(PRINT) in his capacity of

DESIGNATION OF SIGNATORY : _______________________________________

(PRINT) who warrants his authority to sign on behalf of the bidding company

D. SPECIFICATION

1 BACKGROUND

The South African Post Office (SAPO) operates a nationwide footprint of branches, depots, mail centres, administrative offices, and Data Centres (DCs). Reliable, secure, and modern network connectivity is essential to supporting SAPO's postal, logistics, retail, financial, and digital services.

SAPO's current landscape consists of mixed legacy WAN architectures, ageing LAN equipment, varying bandwidth capacities, and fragmented support models. To stabilise operations and enable digital transformation, SAPO seeks to appoint a single Service Provider to deliver a fully managed, end-to-end internal network service using a modern Software-Defined Wide Area Network (SD-WAN) architecture. This specification defines the full technical, operational, service management, security, and support requirements for SAPO's Managed Network Services.

2 OBJECTIVE

SAPO requires a Service Provider to deliver a fully managed internal network service including:

- Wide Area Network (WAN) connectivity
- SD-WAN overlay
- LAN switching
- Managed Wi-Fi
- Internal network security
- Internal DC network services
- Cloud connectivity
- Hosted PBX telephony
- Unified monitoring, analytics and reporting
- Full service management and governance

Contract Term Options

Bidders must provide pricing for:

- **3-year term**
- **5-year term**
- **7-year term**

Each term must clearly differentiate:

- **Year 1:** Implementation, migration and transition
- **Years 2–X:** Operational services

Evaluation Principle

SAPO will evaluate all three pricing options based on:

- Total Cost of Ownership (TCO)
- Affordability and cash-flow
- Operational feasibility
- Long-term sustainability

SAPO reserves the right to select any of the evaluation options proposed in this bid.

3 SCOPE OF WORK

3.1 WAN & SD-WAN Services

The Service Provider must deliver a fully managed WAN service with SD-WAN as the primary overlay, including:

- SD-WAN overlay with central orchestrator
- Primary business-grade access (fibre, wireless or microwave)
- Secondary access via Long Term Evolution (LTE) / 5G
- Internet Protocol Security (IPSec) encrypted tunnels
- Application-aware routing, Quality of Service (QoS) and automatic failover
- Unified policy and configuration management

3.2 LAN & Wi-Fi Services

- Managed LAN switching (Power over Ethernet (PoE) where required)
- Virtual LAN (VLAN) segmentation
- Replacement of ageing switches
- Enterprise Wi-Fi with WPA3-Enterprise and analytics

3.3 Switch Capacity Requirements

Branch Sites

- Bidder to refer to Schedule W for all site information in order to spec and provide proposals as per capacity requirements (Number of site employees, telephones, switches and ports)

Campus / Large Sites

- Bidder to refer to Schedule W for all site information in order to spec and provide proposals as per capacity requirements (Number of site employees, telephones, switches and ports)

3.4 Internal Network Security

Internal network security must include:

- SD-WAN security policy enforcement

- VLAN and Virtual Routing and Forwarding (VRF) segmentation
- Authentication for Wi-Fi and wired users
- Network Access Control (NAC)
- Internal Intrusion Detection/Prevention System (IDS/IPS) visibility

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3.5 Data Centre Network Services

Detailed DC requirements appear in Section 6.7.

3.6 Cloud Connectivity

- IPSec VPN or Direct Connect
- SD-WAN integrated routing
- Segmentation of cloud traffic

4.7 Hosted PBX Telephony

The Service Provider must deliver a Hosted PBX solution including:

- Cloud-based call-control and telephony features
- Session Initiation Protocol (SIP) trunking
- Interactive Voice Response (IVR), queues and advanced routing
- Voicemail, call recording (as required) and analytics
- Desk phones (quantities per Schedule W)
- Up to **3821 softphones**
- Full support for **Voice over Internet Protocol (VoIP)**

Hosted PBX replaces all legacy PBX/gateway infrastructure.

3.8 Monitoring & Visibility

Unified monitoring of:

- WAN, LAN, Wi-Fi, DC and PBX
- Real-time dashboards
- Alerts and event notifications
- Integration with SAPO's Network Operations Centre (NOC)

3.9 Site Inventory – Schedule W

Schedule W contains:

- Complete site list
- Link requirements
- LAN/Wi-Fi/PBX counts (sites/users)

Bidders must price and architect the solution based on Schedule W, detailed specification and technical requirements.

The count of 647 sites is based on the current site requirments as reflected in Schedule W which is an estimate and is subject to an increase or decrease during the advertisement of this bid, evaluation, contracting or during the contract period.

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4. SERVICE MANAGEMENT & SUPPORT

4.1 Shared Support Model (SAPO L1 / Provider L2–L3)

4.1.1 Monitoring Accountability

- Provider holds full proactive monitoring responsibility
- 24/7/365 monitoring
- Automatic incident creation
- Daily monitoring reports

4.1.2 SAPO NOC Visibility

- Read-only access to dashboards, alerts, logs and performance metrics

4.1.3 SAPO Level 1 Responsibilities

- User call logging
- Basic triage
- Acting on daily reports
- Escalation to provider L2

4.1.4 Service Provider Level 2 & 3 Responsibilities

- Accept escalations immediately
- Full technical diagnosis and resolution
- SLA accountability
- OEM escalation
- Root Cause Analysis (RCA)

4.1.5 Joint Operating Rules

- SLA timer begins when SAPO L1 logs and validates the incident
- Stop-the-clock applies only for:
    - Site access
    - Power/environment issues
    - Third-party constraints

4.2 Support Hours

- **Data Centres:** 24/7/365
- **Mail Centres:** After-hours coverage required
- **Branches:** Monday–Saturday; some Sunday sites
- **Hosted PBX:** 24/7 support required

4.3 Support & Maintenance

- National on-site support
- Firmware, patching and configuration backup
- Hardware replacement:
  - DC – 4 hours
  - Branches – Next Business Day (NBD)

4.4 Reporting & Governance

- Monthly SLA reporting
- Performance dashboards
- RCA for major incidents
- Continuous improvement programme
- Dedicated Service Manager

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5. TECHNICAL REQUIREMENTS

5.1 Hybrid Architecture Requirements

Solution must support:

- SD-WAN as the primary WAN framework
- LTE/5G redundancy
- Zero-trust-aligned segmentation
- Hosted PBX integration
- Cloud-ready routing

5.2 WAN Bandwidth RequirementsBranch Minimum

- **2 Mbps**

  Campus (Head Office, Regional Offices, and Mail Centres) / 10 / 20 / 25 / 50 Mbps
  Performance Targets

- Latency < **40 ms**
- Packet loss < **1%**
- Encrypted via IPSec

5.3 LTE/5G Backup Requirements
Functional

- Automatic failover/reversion
- Minimum 2 Mbps sustained
- SD-WAN-controlled routing

Technical

- Private Access Point Name (APN)
- IPSec-encrypted tunnel into SD-WAN/DC
- No direct internet breakout
- Traffic shaping and usage control

SIM Management

- Full lifecycle management
- Multi-Network Operator (MNO) support
- Inventory audits and reporting

Monitoring

- Signal quality, latency, jitter, packet loss
- Failover logs
- Monthly LTE performance report

Security

- Encrypted traffic only
- Security events to SOC

5.4 LAN Requirements

- Managed PoE switches
- VLAN segmentation
- Out-of-band (OOB) management

5.5 Wi-Fi Requirements

- WPA3-Enterprise security
- Cloud/Controller-managed architecture
- Heatmaps and utilisation analytics

5.6 Internal Network Security Requirements

- SD-WAN security enforcement
- VLAN/VRF segmentation
- East-west DC threat protection

- NAC
- IDS/IPS visibility
- Logging to SOC

5.7 Data Centre Network Requirements

The information supplied lists all the sites where connectivity is required with associated bandwidth capacities. Depending on the bidder's deployment of choice, adequate capacity should be allowed to accommodate aggregating the capacity to terminate at the data centre.

The data centre connectivity will form part of this response, and a Spine-leaf topology should be considered to ensure high bandwidth, low latency, and scalability by minimizing the number of hops between any two endpoints, connecting the following equipment.

- 3x HP Enclosures with 10 Gbps Ethernet, and 8 Gbps storage HBA
- 2x IBM P-frames with 10 Gbps Ethernet, and 8 Gbps storage HBA
- 15x Physical servers with 100 Mbps scalable to 1000 Mbps Ethernet
- 2x EMC VNX7500, and 1x EMC VNX5500 storage attached network (**SAN**s)
- 1x EMC Data domain DD990
- Perimeter firewalls
- DDOS appliance
    - 2x Tipping point appliances
    - 2x 48 Port Fabric switches

The DC network must provide:

Architecture

- Redundant core switching/routing
- Segmentation for Production, Disaster Recovery (DR), Management, Voice and Security
- Non-blocking switching at **10 Gbps** or higher, scalable to **40 Gbps**
- Support for **Ethernet Virtual Private Network (EVPN)** and **Virtual Extensible Local Area Network (VXLAN)** overlays, **or equivalent vendor technology** providing equivalent multi-tenancy and segmentation

Inter-DC Connectivity

- Redundant fibre links (min **1 Gbps**, scalable to **10 Gbps**)
- Diversity of paths
- Encryption via **Media Access Control Security (MACsec)** or IPSec

Internal Firewalls & Security

- East-west inspection
- IDS/IPS
- SOC logging

Switching Fabric

- 10G scaleable to 40G uplinks
- VRF/VLAN segmentation
- OOB management network
- Redundant PSUs and fans

High Availability

- Dual power feeds or UPS
- HA failover testing

Monitoring & Management

- Real-time visibility
- Automated alerting
- Topology mapping
- Configuration backups

Migration Requirements

- Full discovery
- HLD, LLD, migration and rollback plans
- Maintenance windows
- Site Acceptance Certificate (SAC)

Scalability

- Additional gateways
- Increased bandwidth
- Additional VRFs/VLANs
- Cloud expansion
- PBX scale-out

5.8 Hosted PBX Requirements

- Hosted PBX platform
- SIP trunking
- Softphones and desk phones
- IVR, queues, voicemail-to-email
- VoIP signalling and media
- Analytics and quality metrics
- Encrypted voice transport
- DR continuity
- Centralised administration

The bidder shall provide and manage a PABX that caters for 3821 users with connectivity to the PSTN.
This PABX will service:

- 3 x Receptionists,

- 3821 ordinary employees
- All these telephones will make use of VoIP
- Number porting of 3821 numbers should be included in the scope of work.

5.9 Monitoring Requirements

- Unified monitoring across WAN/LAN/Wi-Fi/DC/Voice
- Dashboards and automation
- SLA compliance reporting

6. IMPLEMENTATION REQUIREMENTS

- Full rollout within **9 months**
- Max **2-hour branch outage**
- DC changes in maintenance windows
- Deliverables: HLD, LLD, migration/rollback plans, test plans, SAC
- All project costs including **Ready for Occupation (RFO)** work and cabling included, for the project scope
- Provider bears all project costs until site acceptance
- Training for SAPO network teams
- Project close-out documentation

7. ASSUMPTIONS

- SAPO provides site access
- SAPO manages applications and user devices
- SAPO coordinates perimeter vendors
- Schedule W governs site-specific requirements

8. EXCLUSIONS

- Application troubleshooting
- Desktop support
- Compute hosting
- Public Wi-Fi
- Internet and Perimeter Security Services

9. EXPERIENCE & EXPERTISE

- **3 References** with >300 sites in past 5 years
- **1** Telephony references relevant to SAPO scope
- National footprint (urban and rural)
- 5 years SD-WAN experience
- ICASA licence and OEM certifications

10. PRICING REQUIREMENTS

Commercial Models

- **OPEX**: Provider owns hardware
- **CAPEX + OPEX**: SAPO owns hardware

Multi-Term Pricing

- 3-year
- 5-year
- 7-year

Pricing Rules

- Inclusive pricing (ZAR)
- No conditional pricing
- All pricing schedules mandatory
- Mandatory rate cards for:
  - APN usage
  - VoIP usage
  - Cabling / materials / labour
- RFO and cabling costs included
- SAPO reserves right to select any pricing option

11. IT CONDITIONS TO BID

- Compliance with SAPO Information Security, Change Control and Access Governance
- Logs and configurations remain SAPO property
- POPIA compliance
- Mandatory incident reporting
- Optional extensions at SAPO discretion

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12. DUE DILIGENCE

SAPO may:

- Request presentations/walkthroughs
- Validate redundancy and monitoring
- Contact references
- Request design documentation

E. EVALUATION CRITERIA

The evaluation of the bidders will be done as follows:

- **Phase 1:** Attendance of Compulsory briefing session
- **Phase 2:** Gatekeeping Criteria
- **Phase 3**: Bid Conditions
- **Phase 4**: Commercial (Price (80/90) and Specific Goal (20/10).)
- **Phase 5:** Due Diligence/Presentations

1.1 Phase 2: Gatekeeping Criteria

The bidder is required to comply with the gatekeeping criteria to be eligible for further evaluation. **Failure to comply with the gate-keeping criteria will result in the disqualification of the bid.**

1.1.1 The bidder must submit a fully completed Pricing schedule as per all 6 Options: (Annexure F).

1.1.2 Bidders are required to submit pricing for 3-year, 5-year, and 7-year contract durations.

1.1.3 All pricing schedules mandatory

1.1.4 All rate cards to be fully completed (Mandatory)

1.2 Phase 3: Bid Conditions

The bidders must provide the following documentation with their bid proposals.
Should the bidder fail to submit at the time of closing of the bid, bidder/s will be requested to submit the outstanding bid condition/s document(s) within five (5) working days excluding statutory requirements that being tax compliant. Seven (7) working days for tax compliance shall apply from the date the request was sent by SAPO. Failure to comply will result in the disqualification of their bid.

1.2.1 Reference Letters – Managed WAN including SD WAN

Bidders are required to provide a minimum of three (3) signed client reference letters (using Annexure BR as a template) that must be completed by three (3) different clients confirming that they have provided Managed WAN incl SD WAN services in terms of > 300 sites for a minimum period of five (5) years from bid closing date.

Bidders to use **Annexure BR** as a template for purposes of completing the client reference letter to be provided by their Clients, and for submission to SAPO.

1.2.2 Reference Letter – Telephony Services

Bidders are required to provide a minimum of one (1) signed client reference letter (using Annexure BT as a template) that must be completed by one (1) client confirming that they have provided Hosted PBX Telephony services in terms of > 300 sites for a minimum period of five (5) years from bid closing date.

Bidders to use **Annexure BT** as a template for purposes of completing the client reference letter to be provided by their Clients, and for submission to SAPO.

1.2.3 Proof of National footprint (Urban and Rural Areas)

Bidders must have presence/foot print in both Urban and Rural Areas in all provinces.

Bidders must submit their operational office addresses/s or lease agreements or Water & Electricity bills or similar in the name of the bidding company as proof of their company's presence/foot print in both Urban and Rural Areas in all provinces.

1.2.4 Valid ICASA licence

Bidders must submit a valid ICASA Licence in the name of the bidding company that is valid on the bid closing date.

1.2.5 Valid OEM Certification ito Infrastructure & Related Application Support

Bidders must submit valid Original Equipment Manufacturer Certification in the name of the bidding company in terms of Infrastructure & Related Application Support aligned/linked to the proposed solution that must be valid on bid closing date.

1.2.6 Police Clearance Certificates – All resources assigned to Project

Bidders must submit police clearance certificates or equivalent documentation for employees assigned to the project. All resources assigned must have CLEAR criminal records/checks at bid closing date.

1.2.7 Project Implementation Timeline

The bidder is required to submit a letter (on their company's letterhead) to confirm that the full commissioning of the solution, including all hardware, software, and network components, will not exceed nine (9) months of the purchase order date.

Bidders are required to use **Annexure PL** as a template for purposes of confirming that the full commissioning of the solution, including all hardware, software, and network components, will not exceed nine (9) months of the purchase order date.

1.2.8 Central Supplier Database

Bidders must be registered on the National Treasury Central Supplier Database (CSD). If the bidders are not registered the bidder can register online at the following website www.csd.gov.za to upload mandatory information as required.

1.2.9 SBD Forms

- Bidders must complete and submit SBD1 forms.
- Bidders must complete and submit SBD4 forms

1.2.10 Tax compliance requirements

SAPO will not do business with a supplier who is not tax compliant.
A CSD MAAA number provided by the bidder on the SBD1 form, will enable SAPO to verify a bidder's tax compliance status.

1.2.11 Restricted and Tender Defaulter Suppliers

SAPO will disqualify any bidders listed on the National Treasury's Register of Restricted Suppliers and Tender Defaulter Report.

1.2.12 Specific Goals

The specific goal that this project seeks is to appoint service provider/s that are as follows;

- At least ≥51% Black owned or more.
- At least ≥51% Youth owned.
- At least ≥ 51% Women owned.
- At least ≥ 1% owned by disabled individual

- **Note:** Tenderers who do not submit specific goal requirements with their bid proposal submitted on the specified bid closing date will not be disqualified from the bid evaluation process. Tenderers will not score points out of 20/10 for the specific goals, but zero (0) points will be scored. Signed Sworn Affidavit attested and DTI BBBEE Certificate (EMEs and QSEs) must be valid at the bid closing date.

1.3 Phase 4: Commercial Evaluation

The bid will be evaluated on either 80/20 **OR** 90/10

Price (80) and Specific Goals (20)

Criteria	Weight	Sub-criteria
Total Price	80/100	Benchmark against lowest quote
Contribution to specific Goals	20/100	Points will be awarded to bidders according to their specific goals as indicated in the specific goal table below:
Specific Goal	**Points**	**Required Documents to be submitted for evaluation**
Bidding Company is ≥51% Black owned or more.	10	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥51% Youth owned	5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥51% women owned.	3	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥1% owned by disabled person	2	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).

OR

Price (90) and Specific Goals (10)

Criteria	Weight	Sub-criteria
Total Price	90/100	Benchmark against lowest quote
Contribution to specific Goals	10/100	Points will be awarded to bidders according to their specific goals as indicated in the specific goal table below:
Specific Goal	**Points**	**Required Documents to be submitted for evaluation**
Bidding Company is ≥51% Black owned or more.	5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥51% Youth owned	2.5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥51% women owned.	1.5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥1% owned by disabled person	1	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs).OR a CIPC/DTI BBBEE Certificate (EMEs and QSEs).

2 PHASE 5: DUE DILIGENCE - PRESENTATION OF PROPOSAL AND PRICING

Bidders passing/complying with the requirements in Phase 1 and Phase 2 of the evaluation process, will be required to present their bid proposals and pricing structures against specification and functionality for confirmation of compliance to bid specifications.

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F. PRICING SCHEDULE

NOTE: Please refers to the attached pricing schedules Annexure F

- **Pricing schedules Annexure F (001):**
- **Pricing schedules Annexure F (002):**
- **Pricing schedules Annexure F (003):**
- **Pricing schedules Annexure F (004):**
- **Pricing schedules Annexure F (005):**
- **Pricing schedules Annexure F (006):**

G. RETURNABLE DOCUMENT(S)

Returnable Documents means all the documents, and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids. The section contains bookmarks for ease of reference.

1. Administrative Documents

Respondents are required to submit with their bid submissions the following Administrative Documents, and also confirm submission of these documents by so indicating [Yes or No] in the tables below:

Administrative Returnable Documents	Submitted [Yes or No]
Completed SBD 1	
Completed SBD 4	
Completed Confidentiality and Non-Disclosure	
Completed Certificate of Acquaintance with bid Require-ments	
Latest CSD Report / MAAA number	

2. Evaluation Documents:

2.1 Gatekeeping Documents

The bidder is required to comply with the gatekeeping criteria to be eligible for further evaluation.
Failure to comply with the gate-keeping criteria will result in the disqualification of the bid.

Gatekeeping Returnable Documents	Submitted [Yes or No]
Pricing Schedule (Annexure F)	

2.2 Bid Condition Documents

Should the bidder fail to submit at the time of closing of the bid, bidder/s will be requested to submit the outstanding bid condition/s document(s) within five (5) working days excluding statutory requirements that being tax compliance.

Seven (7) working days for tax compliance shall apply from the date the request was sent by SAPO. Failure to comply will result in the disqualification of their bid.

Bid Conditions Returnable Documents	Submitted [Yes or No]
Completed and signed **Annexure BR (1,2,and 3)**	
Completed and signed **Annexure BT**	
Completed and signed **Annexure PL**	

2.3 Points for Specific Goals

Tenderers who do not submit specific goal requirement will not be disqualified from the bid process, but they will score zero (0) points out of 10/20 for the specific goal.

Required Documents to be submitted for evaluation	Submitted [Yes or No]
Valid BBBEE Certificate **- SANAS accredited OR** Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs) **OR** a CIPC/DTI BBBEE Certificate (EMEs and QSEs).	
Joint Venture (i.e. incorporate/unincorporated), a consolidated BEE certificate must be submitted to earn the relevant point(s).	

CLIENT LETTERHEAD & DETAILS

DATE: ______________

CLIENT NAME:____

Herewith we, “the client” confirm that ____ (Name of bidding company) has the required & completed provisioning of Managed Network incl SD – WAN services experience as follows:

Description of Project Deliverables	Client response required by indicating YES or NO
Provisioned Managed WAN incl SD WAN services in terms of > 300 sites for a minimum period of five (5) years from bid closing date.	

Signature: ____

Name of signatory: ____

Title of signatory: ____

Contact Details: ____

Email address:____

CLIENT LETTERHEAD & DETAILS

DATE: ________________

CLIENT NAME: ____

Herewith we, "the client" confirm that ____ (Name of bidding company) has the required & completed provisioning of Managed Network incl SD – WAN services completed experience as follows:

Description of Project Deliverables	**Client response required by indicating YES or NO**
Provisioned Managed WAN incl SD WAN services in terms of > 300 sites for a minimum period of five (5) years from bid closing date.	

Signature: ____

Name of signatory: ____

Title of signatory: ____

Contact Details: ____

Email address: ____

CLIENT LETTERHEAD & DETAILS

DATE: _______________

CLIENT NAME: ____

Herewith we, “the client” confirm that _____________________________________ (Name of bidding company) has the required & completed provisioning of Managed Network incl SD – WAN services experience as follows:

Description of Project Deliverables	**Client response required by indicating YES or NO**
Provisioned Managed WAN incl SD WAN services in terms of > 300 sites for a minimum period of five (5) years from bid closing date.	

Signature: ____

Name of signatory: ____

Title of signatory: ____

Contact Details: ____

Email address: ____

CLIENT LETTERHEAD & DETAILS

DATE: ________________

CLIENT NAME: ____

Herewith we, "the client" confirm that ____ (Name of bidding company) has the required & completed **provisioning of Hosted PBX Telephony services** experience as follows:

Description of Project Deliverables	**Client response required by indicating YES or NO**
Provisioning of Hosted PBX Telephony services in terms of > 300 sites for a minimum period of five (5) years from bid closing date.	

Signature: ____

Name of signatory: ____

Title of signatory: ____

Contact Details: ____

Email address: ____

Annexure PL

BIDDER TO INSERT THEIR COMPANY LETTERHEAD

DATE: _______________

THE BIDDERS' NAME: ____

Herewith we, "the bidder" confirm the following:

STATEMENT	INDICATE YES OR NO
The full commissioning of the solution, including all hardware, software, and network components, will not exceed nine (9) months of the purchase order date.	

Signature: ____

Name of signatory: ____

Title of signatory: ____

Contact Details: ____

Email address: ____

APPENDIX - MASTER AGREEMENT

Master Agreement

Between

THE SOUTH AFRICAN POST OFFICE SOC LIMITED

Registration number 1991/005477/30

(“SAPO”)

A State Owned Company Incorporated in terms of the Companies Act No 71 of 2008, as amended, herein represented by

In their capacity as the authorised hereto.

[Name of the Authorized person]

and

Registration Number:

(“Service Provider”)

A Private Company registered in terms of the Company Laws of South Africa, herein represented by

____

Who represent that he is duly authorised hereto.

1. INTRODUCTION

This Agreement is entered into by and between:

SOUTH AFRICAN POST OFFICE SOC LIMITED [Registration Number 1991/005477/30] whose registered address is 479 Cnr Sophie de Bruyn and Jeff Masemola,Pretoria,0001 [SAPO]

and

____

[Registration Number ______________________________]

Whose registered address is ___________________________________ [the Supplier].

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.1 SAPO hereby appoints the Supplier to provide, and SAPO undertakes to accept the supply of Goods provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements issued as a schedule to this Agreement; and

1.2 The Supplier hereby undertakes to provide the Goods provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements issued as a schedule to this Agreement.

2. INTERPRETATION

2.1 The clause headings in this Agreement have been inserted for convenience only and will not be taken into consideration in the interpretation of the actual paragraphs as agreed to between the Parties.

2.2 Words and expressions defined in any sub-clause will, for the purpose of the clause of which that sub-clause forms a part, bear the meaning assigned to the words and expressions in that sub-clause.

2.3 This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.

2.4 The validity and interpretation of this Agreement will be governed by the laws of the Republic of South Africa.

2.5 Any reference to the singular includes the plural and vice versa.

2.6 Any reference to natural persons includes legal persons and vice versa and references to any gender include references to the other genders and vice versa.

3. DEFINITIONS

3.1 In this Agreement, unless inconsistent with or otherwise indicated by the context, the following terms will have the meanings assigned to them in this clause:

3.1.1 **Agreement** means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements, the technical specifications for the Goods and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Supplier [as agreed, in writing, between the Parties], which collectively and exclusively govern the supply of Goods and provision of ancillary Services by the Supplier to SAPO;

3.1.2 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;

3.1.3 **Contract Price** means ___________________________

3.1.4 **Commencement Date** means last signature date of this agreement

3.1.5 **Effective Date** means the date of signature by the Party signing last in time;

3.1.6 **Goods** shall mean the goods required by SAPO in the bid document

3.1.7 **Parties** means SAPO and _______________ and "Party" means either one of them;

3.1.8 **SAPO** means South African Post Office SOC Ltd, a State Owned Company founded in terms of the South African Post Office Act 22 of 2011, as amended and incorporated in terms of the Company Laws of South Africa;

3.1.9 **Services** shall mean the services required by SAPO in the bid document

3.1.10 **Signature Date** means the date of signature of the Party signing last in time;

3.1.11 **Service Provider** means _____________________________________

3.1.12 **Term** means a period of _________________________ from the contract effective date.

4. NON-EXCLUSIVITY

It is recorded, for the avoidance of doubt that this Agreement does not purport to create an exclusive relationship between the parties. In the circumstances both parties shall be free to embark on potential terms of reference with other parties.

5. THE PROTECTION OF PERSONAL INFORMATION ACT (POPI)

The Parties warrant that they will comply with the provisions of Protection of Personal Information Act 4 of 2013 (POPI), and observe all the applicable privacy legislations, in relation to the current engagements or agreement.

6. COMMENCEMENT AND TERMINATION

6.1 This Agreement will commence on the Effective Date and shall endure for a period of three (3) years thereafter.

6.2 Should either Party wish to file a notice on its intention to cancel this Agreement, such Party is to provide the other with a thirty (30) days' notice of its intention to do so.

6.3 Should the aggrieved party elect to cancel this Agreement following the period of 7 (seven) Business Days (where the defaulting party has failed to remedy the breach complained of), as contemplated in clause 11.1, it shall provide the defaulting party with a further 30 (thirty) days written notice of cancellation.

7. OBLIGATIONS OF SAPO

7.1 SAPO is obligated to:

7.1.1 Provide the Service Provider with the necessary support in the execution of its responsibilities in respect of this Agreement;

7.1.2 Ensure that it is compliant with its regulatory universe in relation to the execution of this Agreement;

7.1.3 Ensure that payment is effected in terms of **Clause 15.3** below.

7.1.4 Ensure that, to the extent that any approval or consent is required from National Treasury, its Board or elsewhere, in effecting the execution of this Agreement, all the necessary such approvals or consents are in place.

7.1.5 SAPO will ensure that all the necessary policies, procedures and orders are in place and approved so that payment will be made as per clause **7.1.3**, without exception.

7.1.6 Any queries, credits or adjustments as may be appropriate and agreed between the Parties will be cleared and resolved on the 15th (fifteenth) of the preceding month.

8. WARRANTIES BY THE SERVICE PROVIDER

The Service Provider warrants that, in relation to each Service provided in terms of this Agreement, it will provide the Services:

8.1 with promptness and diligence and in a skilful manner and in accordance with the practices and professional standards of operations performing services similar to the Services as captured in the specification

8.2 In terms of the reasonable standards and specifications that are agreed with SAPO from time to time.

9. LIMITATION OF LIABILITY

9.1 The Parties hereby agree to limit their third party liability that arose consequential to this this Agreement to the remaining value of the Agreement at the time of the claim.

9.2 Notwithstanding anything to the contrary herein or in any law contained, neither Party shall be liable for any indirect, special and/or consequential loss and/or damages suffered by the other Party of whatsoever nature howsoever arising.

10. ARBITRATION

In the event of any dispute or difference arising between the Parties relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, is not resolved within thirty (30) days following the notice in terms of **Clause 6.3** above and **Clause 11** below, the Parties will immediately meet, through their respective nominated representatives with the relevant authority, to attempt to settle such dispute or difference. Should the Parties be unsuccessful in resolving the dispute amicable, the Parties hereby agree to refer the dispute for arbitration within a period of forty five (45) following the initiation of the dispute, in accordance with the rules of the Arbitration Foundation of South Africa (AFSA).

11. BREACH

11.1 In the event of either Party ("the defaulting party") committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 7 (seven) Business Days after receipt of a written notice from the other Party ("the aggrieved party"), calling upon the defaulting party to remedy the breach complained of, then the aggrieved party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement or, subject to the provisions of clause 6.2 hereof, cancel this Agreement and, without further notice, in either event, claim and recover damages from the defaulting party.

11.2 The aggrieved party shall be entitled to cancel this Agreement forthwith on written notice to the defaulting party upon the occurrence of any of the following events or circumstances:

11.2.1 if the defaulting party fails to comply with any of its obligations contained in this Agreement; or

11.2.2 if the defaulting party is provisionally or finally liquidated; or

11.2.3 if the defaulting party commits an act of insolvency or is sequestrated in the case of a natural person; or

11.2.4 the defaulting party ceases to carry on business, enters into any compromise or arrangement with its creditors or has a judgment granted against it, which remains unsatisfied for a period of 7 (seven) Business Days after the granting thereof, or

11.2.5 If any representation, warranty or statement made by a Party in the Agreement is incorrect in any material respect as at the date on which it is made, alternatively should any representation, warranty, undertaking or statement which is repeated under this Agreement ceases to be correct in any material respect on any date during the term of the Agreement.

12. DOMICILIA AND NOTICES

12.1 The Parties hereby choose as their *domicilium citandi et executandi* for all purposes arising from or pursuant to this Agreement as follows:

a) Service provider

Physical Address	
Attention:	
Telephone Number	
For Business and Operations	
Attention:	
Telephone Number	

b) SAPO:

For Legal Notices and Summons	497 Sophie De Bruyn
	National Postal Centre (NPC)
	Pretoria
	0002
Attention:	Head of Legal
Telephone Number	012 407 6000
Email Address	Nondumiso.Magagula@postoffice.co.za
For Business and Operations	
Attention	
Telephone Numbers	
Email Address	

13. CONFIDENTIALITY

13.1 Each Party acknowledges that all material and information which has or will come into the possession or knowledge of the other in connection with this Agreement or the performance of the obligations here under, consists of confidential and proprietary information, which, should be kept confidential.

13.2 All Parties therefore agree to hold such material and information in the strictest confidence, not to make use thereof other than in the performance of the obligations under this Agreement, to release it only to employees requiring such information and not to release or disclose it to any other Party.

13.3 No Party will use the name of any other in publicity releases or advertising or for other promotional purposes, without securing the duly authorised prior written approval of the other Party.

13.4 The Parties agree that the provisions of this clause will survive the termination of this Agreement.

14. SEVERABILITY

14.1 If any provision of this Agreement is or becomes illegal, void or for whatever reasons is invalid, this shall not affect the legality and validity of the other provisions.

14.2 Each provision of this Agreement is severable from the other.

15. PRICE AND PAYMENTS

15.1 The Contract Price for the Services to be provided by the Service Provider to the SAPO is exclusive of Value Added Tax as contemplated in the Value Added Tax No. 89 of 1991 ("the **VAT Act**") as set out in the pricing schedule. The Service Provider will issue an invoice on the 1st day of the month.

15.2 SAPO will effect payment of the amount invoiced Within 30 days of statement.

15.3 All payments shall be made, by the SAPO to the Service Provider, electronically into the Service Provider's Bank Account as per the details below:

Name of Bank:	
Name of Branch:	
Branch Code:	
Account Holder	
Account Number:	
Type of Account	
Reference	

15.4 In the event that the Service Provider banking details reflected above change for any reason whatsoever, the Service Provider must immediately notify the SAPO in writing of its new banking details.

15.5 All invoices must be addressed to the SAPO and the Service Provider must comply with the requirements of the VAT Act.

16. PURCHASE ORDER

16.1 The Post Office will submit a Purchase Order to the Service Provider for the Services as specified in the Purchase Order.

16.2 The Purchase Order will set out the following details:

16.2.1 the Purchase Order number;

16.2.2 the quantity and nature of the Services or Goods required by the SAPO; and

16.2.3 the expected date of delivery of those Services or and Goods is consistence with the scope of work.

16.3 Parties have agreed that all Purchase Orders, for the next month, will be raised within the first seven (7) days of the month in which the services are being rendered, to enable the Service Provider to prepare itself timeously.

17. NON-VARIATION

No addition to, variation, amendment or agreed cancellation of this Agreement shall be of any force or effect unless recorded in a written document and signed by or on behalf of the Parties.

18. INDULGENCES

The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

19. IMPLEMENTATION AND GOOD FAITH

19.1 The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or be conducive to give effect to the terms, conditions and import of this Agreement.

19.2 The Parties shall at all times during the continuance of this Agreement observe the principles of good faith toward each other in the performance of their obligations in terms of this Agreement.

20. COUNTERPARTS

This Agreement may be executed in more than one counterpart, each of which together shall be deemed an original, and all of which together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

21. COSTS

Each of the Parties shall bear its own costs relating to all negotiations and preparations in respect of the Agreement.

22. DELIVERABLES

The service provider accepts and acknowledge the following deliverables as per the SCOPE of work ………………

23. INTELLECTUAL PROPERTY

All the intellectual property developed for and associated including any templates, electronic programmes, methodology or other items, created by the Service Provider while rendering Services in terms of Annexure "B", shall become the property of SAPO, unless such property was owned by the Service Provider prior to conclusion of this Agreement.

24. DATABASE OF RESTRICTED SUPPLIER

The process of restriction is used to exclude a company/person from conducting future business with SAPO and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. SAPO reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

25. ENTIRE AGREEMENT

This document contains the entire Agreement between the Parties in regard to the matters with which this Agreement is concerned, and no Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded or otherwise contained herein.

For and on behalf of the **SOUTH AFRICAN POST OFFICE SOC LIMITED** Duly authorized	For and on behalf of the ____________________ Duly authorized
Name:	Name:
Position:	Position:
Signature	Signature
Date:	Date:
Place:	Place:

As Witness Name:	**As Witness** Name:
Signature:	Signature:

As Witness Name:	**As Witness** Name:
Signature:	Signature: