national regulator for compulsory specifications

INVITATION TO BID

APPOINTMENT OF A REPUTABLE SERVICE PROVIDER TO PROVIDE SD-WAN SOLUTION, HOSTING SERVICES AND INTERNET CONNECTIVITY FOR A PERIOD OF 5 (FIVE) YEARS (NRCS 001-2024/2025)

COMPULSORY BRIEFING SESSION TO BE HELD ON 09 JULY 2024 @ 10:30, SABS CAMPUS, NRCS, 1 DR LATEGAN ROAD, GROENKLOOF, PRETORIA

CLOSING DATE: 19 JULY 2024 @ 11:00

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1. PART A
INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS (NRCS)					
BID NUMBER:	**NRCS 001-2024/2025**	**CLOSING DATE:**	**19 JULY 2024**	**CLOSING TIME:**	**11:000**
DESCRIPTION	**APPOINTMENT OF A REPUTABLE SERVICE PROVIDER TO PROVIDE SD-WAN SOLUTION, HOSTING SERVICES, INTERNET CONNECTIVITY FOR A PERIOD OF 5 (FIVE) YEARS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED

SABS PREMISE, NRCS TENDER BOX
1 DR LATEGAN ROAD
GROENKLOOF, PRETORIA
0001

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					
	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	…………………………………	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	NRCS	CONTACT PERSON	Oupa Kgasago
CONTACT PERSON	Ambition Manabile	TELEPHONE NUMBER	012-482-8710
TELEPHONE NUMBER	012-482-8921	FACSIMILE NUMBER	-
FACSIMILE NUMBER	-	E-MAIL ADDRESS	oupa.kgasago@nrcs.org.za
E-MAIL ADDRESS	Ambition.manabile@nrcs.org.za		

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, 2022, 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)

2 PRICING SCHEDULE

SBD 3.1

(PRICING SCHEDULE)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED. THE PRICING QUOTED MUST BE FIRM AND FIXED FOR THE DURATION OF THE CONTRACT.**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder……………………………………	Bid number **NRCS 001-2024/2025**
Closing Time **11:00**	Closing date: **19 JULY 2024**

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

NB:

- **SERVICES PROVIDED MUST BE IN ACCORDANCE WITH THE TERMS OF REFERENCE / SPECIFICATIONS. BIDDERS ARE ALSO ADVISED TO INDICATE A TOTAL COST BREAKDOWN FOR THIS ASSIGNMENT.**
- **PRICING TO BE PACKAGED SEPARATELY (SBD 3.1)**

NO	ITEM DESCRIPTION	UNIT PRICE	TOTAL COST
ONCE-OFF COSTS			
1.	Implementation and Transition Cost of all services		
2.	9 Public IP Addresses		
3.	Training Costs (6-Employees)		
4.	Other costs		
Total VAT Exclusive			
VAT 15%			
Total VAT Inclusive			

RECURRING COSTS		**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**
1.	Pretoria SD-WAN Connection					
2.	Durban SD-WAN Connection					
3.	Gqeberha SD-WAN Connection					
4.	Bloemfontein SD-WAN Connection					
5.	Cape Town SD-WAN Connection					

6.	Hermanus SD-WAN Connection					
7.	SD-WAN Support (SLA Adherence)					
8.	Internet Dedicated Breakout Connect Service					
9.	DNS Service					
10.	Firewall Managements, Support and Maintenance					
11.	Global Internet Service to enable Connection to Cloud Service Providers					
12.	Others					
Total VAT Exclusive						
VAT 15%						
Total VAT Inclusive						

Total Contractual Amount (for once off costs and recurring costs) R ________________________________

- Does the offer comply with the specification(s)? ……………………………….
- If not to specification, indicate deviation(s) ……………………………….
- Are the rates quoted fixed and firm for the full period of contract? *YES/NO
  The proposed bid price must be firm and fixed for the full period of contract
- Delivery period ……………………………….

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

Any enquiries regarding bidding procedures may be directed to the SCM Office:
Ms. Ambition Manabile. E-mail: ambition.manabile@nrcs.org.za

Or for technical information:

Mr. Oupa Kgasago. E-mail: Oupa.kgasago@nrcs.org.za

3 DECLARATION OF INTEREST

SBD 4

BIDDER'S DISCLOSURE

3.1 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.

3.2 Bidder's declaration

3.2.1 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**

3.2.2 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.

Full Name	Identity Number	Name of State institution

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.

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

3.3 If so, furnish particulars:

………………………………………………………………………………………

………………………………………………………………………………………

3.4 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**

3.4.1 If so, furnish particulars:

……………………………………………………………………………….

……………………………………………………………………………….

3.5 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:

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

3.5.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.5.3 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.

3.5.4 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.

3.5.5 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.

3.5.6 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 b3.5.7I 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

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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.

any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 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

4 **SBD 6.1**

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

4.1 GENERAL CONDITIONS4.1.1The following preference point systems are applicable to invitations to tender:

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

4.1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

4.1.3 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.

4.1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (B-BBEE Status Level of contributor)	
B-BBEE Level 1	20
B-BBEE Level 2	18
B-BBEE Level 3	14
B-BBEE Level 4	12
B-BBEE Level 5	8
B-BBEE Level 6	6
B-BBEE Level 7	4
B-BBEE Level 8	2
Non-compliant contributor	0
Total points for Price and SPECIFIC GOALS	**100**

4.1.5 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.

4.1.6 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.

4.2 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).

1. 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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level 1	20	
Level 2	18	
Level 3	14	
Level 4	12	
Level 5	8	
Level 6	6	
Level 7	4	
Level 8	2	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

…………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …………………………………………………………

DATE: …………………………………………………………

ADDRESS: …………………………………………………………

…………………………………………………………

5 CERTIFICATES OF ATTENDANCE OF BRIEFING SESSION / SITE MEETING

CERTIFICATE OF ATTENDANCE AT BRIEFING SESSION / SITE MEETING

NRCS 001-2024/2025

This is to certify that I, ……………………………………………………………………………………………………

………

representative of (Bidder) ……………………………………………………………………………………………

of (address)

………

………

telephone number ………………………………………………………………………………………………………

fax number ……

e-mail ………

attended the briefing session / site meeting (date) ………………………………………… conducted by

(Employer's representative) ……………………………………………………………………………………………

SIGNATURE OF PERSON AUTHORISED TO SIGN THE BID/ TENDER:

……………………………………………………………….

DATE: ……………………………………………………………..

6 AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority **by attaching to this form** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

" By resolution of the board of directors passed on ____________________________ 20_______________

Mr ____ has been duly authorized to sign all

documents in connection with the Tender for Contract _____________________________________

No__________________________ and any Contract, which may arise there from on behalf of

____

SIGNED ON BEHALF OF THE COMPANY:____

IN HIS CAPACITY AS:____

DATE:____

SIGNATURE OF SIGNATORY:____

AS WITNESSES: 1_____________________________________

2_____________________________________

7 REQUEST FOR BID

INVITATION FOR PROSPECTIVE BIDDERS

National Regulator for Compulsory Specifications (NRCS) hereby invites prospective bidders with proven record to tender for the bids as follows:

BID					
Bid No.	Service Description	Evaluation Criteria	Collection Dates for documents	Compulsory Specifications	Closing Date
NRCS 001-2024/2025	Appointment of a reputable service provider to provide SD-WAN Solution, Hosting Services, Internet Connectivity for a period of 5 (five) years	80/20 & Functionality	NRCS and National Treasury Eportal websites	09 JULY 2024 @ 10:30	19 JULY 2024 @ 11h00

Note: Bid documents could be downloaded on the NRCS website (www.nrcs.org.za) or/and the National Treasury e-portal website. Should a bidder opt to collect the documents from the NRCS and amount of R 250.00 should be paid into the following account and proof of payment (receipt) be produced:

Account Name: **National Regulator for Compulsory Specifications**
Bank: **ABSA**

Branch Name: **Brooklyn**

Branch Code: **335345**

Account No: **4072161682**

Account Type: **Current**

Sealed documents individually marked the above reference and description, must be placed in the Tender box situated at ground floor, SABS Campus by the closing date and time. All Suppliers are encouraged to make their submission before the closing date and time. Bids will be publicly opened at SABS Campus 1 Dr Lategan Road, Groenkloof, Pretoria. No tenders will be accepted after the closing time. No tender per facsimile, posted or e-mailed will be accepted.

All Suppliers are encouraged to make their submission before the closing date and time. Bids will be publicly opened at the addresses mentioned above. No tenders will be accepted after the closing time. No tender per facsimile, posted or e-mailed will be accepted.

Administrative enquiries can be directed to Ms. Ambition Manabile (ambition.manabile@nrcs.org.za)

Technical Enquiries: Mr. Oupa Kgasago (oupa.kgasago@nrcs.org.za)

NRCS is not obliged to appoint the cheapest tenderer and reserves the right not to accept any submission, to re-advertise and cancel bid or part thereof if it so wishes. Service providers will be adjudicated according to the Supply Chain Management Policy using the point system mentioned above, based on the Preferential Procurement Policy Framework Act, Act 5 of 2005, preferential procurement regulations 2022, Public Finance Management Act, Act 1 of 1999, as well as the Broad Based Black Economic Employment Act, Act 53 of 2003.

8 GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY
Republic of South Africa

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES
The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

 The General Conditions of Contract will form part of all bid documents and may not be amended.
 Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical support, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all ofthe goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010

9 SUPPLIER DECLARATION FORM

NRCS SUPPLIER DECLARATION FORM

The Financial Director or Company Secretary

NRCS Vendor Management has received a request to load your company on to the NRCS vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" **(SDF)** on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp)**
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB: ▪ ***Failure to submit the above documentation will delay the vendor creation process***.
▪ *Where applicable, the respective NRCS business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective NRCS business unit etc.*

IMPORTANT NOTES:

a) **If your annual turnover is less than R5 million,** then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.

b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).

d) **To avoid PAYE tax being automatically deducted from any invoices received from you,** you must also contact the NRCS person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.

f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the NRCS Official who is intending to procure your company's services/products in order that he/she should complete and Internal NRCS Departmental Questionnaire before referring the matter to the appropriate NRCS Vendor Master Office.

Regards,

NRCS Vendor/Supplier Management *[please substitute this with your relevant NRCS department before sending this document out]*
Supplier Declaration Form

Company Trading Name						
Company Registered Name						
Company Registration Number Or ID Number If A Sole Proprietor						
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number (if registered)						

Company Telephone Number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			
Bank Name		Bank Account Number	
Postal Address			
		Code	
Physical Address			
		Code	

Contact Person	
Designation	
Telephone	
Email	

Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide	Products		Services		Both	
Area Of Delivery	National		Provincial		Local	
Is Your Company A Public Or Private Entity			Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate			Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)						

BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate		Yes		No	
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ		Permanent		Part time	

NRCS Contact Person	
Contact number	
NRCS operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the NRCS Official who is intending to procure your company's services/products.

2. VENDOR TYPE OF BUSINESS

(Please tick as applicable) **(* - Minimum requirements)**

2.1	**Indicate the business sector in which your company is involved/operating:**

Agriculture		Mining and Quarrying		
Manufacturing		Construction		
Electricity, Gas and Water		Finance and Business Services		
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services		
Catering, accommodation and Other Trade		Transport, Storage and Communications		
Community, Social and Personal Services		Other (Specify)		
Principal Business Activity *				
Types of Services Provided				
Since when has the firm been in business?				

2.2	**What is your company's annual turnover (excluding VAT)? ***								
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3	**Where are your operating/distribution centres situated ***	

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable) **(* - Minimum requirements)**

3.1	**Did the firm previously operate under another name? ***		
YES		NO	

3.2	**If Yes state its previous name:***
Registered Name	
Trading Name	

3.3	Who were its previous owners / partners / directors?*
SURNAME & INITIALS	ID NUMBERS

3.4	List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *							
SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

3.5	List details of current directors, officers, chairman, secretary etc. of the firm: *					
SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS – ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

3.6	List details of firms personnel who have an ownership interest in another firm: *				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

(Please tick as applicable) (* - **Minimum requirements**)

4.1	How many personnel does the firm employ? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.1.1	In terms of above kindly provide numbers on women and disabled personnel? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2	Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1	Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

YES		NO	

4.2.2	Is your company a recipient of Enterprise Development Contributions?*

YES		NO	

4.2.3	May the above mentioned information be shared and included in NRCS Supplier Database for future reference? *

YES		NO	

4.2.4	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *

YES		NO	

4.2.5	If yes (above) kindly provide the following information:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.2.6	In terms of above kindly provide numbers on woman and disabled personnel:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7	Are any of your members/shareholders/directors ex employees of NRCS?

YES		NO	

4.2.8	Are any of your family members employees of NRCS?

YES		NO	

4.2.9	If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

DECLARATION
I, the undersigned hereby declare, in my capacity as ____________________

and duly authorised thereto, that the information furnished is true and correct and I hereby indemnify the South African NRCS from any loss and/or damages howsoever caused that I or any other party may suffer as a result of the said information being incorrect.

DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF ENTERPRISE/ORGANISATION:

Name:	Signature:	Date:	Telephone
Address:			

ANNEXURE A

TERMS OF REFERENCE

APPOINTMENT OF A REPUTABLE SERVICE PROVIDER TO PROVIDE SD-WAN SOLUTION, HOSTING SERVICES AND INTERNET CONNECTIVITY FOR A PERIOD OF 5 (FIVE) YEARS (NRCS 001-2024/2025)

COMPULSORY BRIEFING SESSION TO BE HELD ON 09 JULY 2024@ 10:30, SABS PREMISES, NRCS, 1 DR LATEGAN ROAD, GROENKLOOF, PRETORIA

CLOSING DATE:19 JULY 2024 @ 11:00

1. TERMS OF REFERENCE / SPECIFICATIONS

Bidders are invited to tender for the provision of Software Defined – Wide Area Network (SD-WAN) Managed Service to the National Regulator for Compulsory Specifications (NRCS). The bidders are expected to quote for the supply, installation, commissioning, maintenance and support of Software SD-WAN, devices and services to all the NRCS offices nationally, thus the appointed service provider will be expected to have National Footprint. Because the NRCS has offices in Durban, Cape Town, Bloemfontein, Pretoria and Gqeberha.

The bidders must comply with all the instructions of all the requirements of this tender invitation because non-compliance will lead to a tenderer not being considered by the NRCS. Bidders are required to submit detailed proposals to demonstrate their ability to provide the services they will deliver on this RFP.

2. BACKGROUND

The National Regulator for Compulsory Specification (NRCS) is an entity of the Department of Trade, Industry, and Competition (the dtic); established to administer compulsory specifications and other technical regulations with the view to protect human health, safety, the environment and ensure fair trade in accordance with government policies and guidelines. It was established on the 1st of September 2008, under the auspices of the National Regulator for Compulsory Specifications Act, 2008 (Act 5 of 2008) hereinafter called the NRCS Act. The NRCS is Section 3A organisation under the Public Finance Management Act.

The NRCS is primarily responsible for the administration of three Acts that reside under its jurisdiction, namely the NRCS Act, the Legal Metrology Act, 2014 (Act 9 of 2014) hereinafter called the LM Act, and the National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977) hereinafter NBR Act. The NRCS also administers regulations that fall under the jurisdiction of other governments departments, as per agreements.

The NRCS employs more than 330 employees whom the majority of are inspectors who deal with numerous industries that are regulated by the NRCS. Most of these inspectors are not office bound. The dynamic environment in which NRCS operates require flexibility in relation to growth, in which the preferred bidder will be required to accommodate for movements, additions and changes on a national scale.

The NRCS network environment is increasingly centralized and therefore reliable MPLS VPN network connectivity between sites and the Head Office is required in order to maintain high levels of system availability. In line with its strategic objectives the NRCS endeavours to reach under serviced areas (rural areas) by increasing its delivery network. This objective demands an agile service provider with an extensive network coverage that is capable of offering flexible connectivity options (directly or via third parties but still be stable).

Currently the NRCS' network infrastructure is provided by the incumbent supplying connectivity to five different offices excluding the Hermanus office through MPLS. A disaster recovery site is configured more than 30 kilometres away from the primary data centre. The NRCS' owned physical servers are currently hosted at the incumbent's primary data centre, however the NRCS aims to migrate its workload to the Microsoft Azure cloud. All the NRCS applications are hosted on the primary data centre and the NRCS is responsible for testing the solution's ability to recover from disaster as and when.

3. OBJECTIVE

The objective of this bidding process is to appoint a competent, reliable and experienced network solutions service provider(s) to provide SD-WAN, Internet Connectivity, DNS, Firewall Management Solutions and support for a period of 5 years. The NRCS core objective would include:

a. Obtain a comprehensive quote (clear and unambiguous) from bidders in terms of their ability to support the delivery of the solutions and specifically the realisation of the objectives and expected benefits as stated in later sections of this document.

b. Reduction in cost including the cost of WAN and network, equipment and resourcing costs associated with configuration and management.

c. Gain an enhanced view on management and visibility of the NRCS network to deliver on the organisational strategic objectives.

d. Improved security to ensure the confidentiality, integrity and availability of the NRCS information and systems.

e. Identify opportunities for increased network performance and availability which includes a technology refresh over the contract period.

f. Identify opportunities for faster, cheaper and easier provisioning and configuration of the network to deliver against the NRCS operational requirements.

4. TERMINOLOGY DEFINITIONS

The following terms are defined:

a. **Bidder means** a prospective service provider who submits a proposal in relation to this Bid Document;

b. **Bid Document means** the document as prepared and compiled by the NRCS;

c. **Business hours means** – 8H00 to 16H30

d. **DR** - Disaster Recovery;

e. **MPLS** means Multiprotocol Label Switching;

f. **NRCS** means National Regulator for Compulsory Specifications as established in terms of Act No 5 of 2008;

g. **Production environment** is a term used mostly by developers to describe the setting where software and other products are actually put into operation for their intended uses by end users;

h. **VPN** means Virtual Private Network;

i. **SD-WAN** means software-defined wide area network;

j. **SBD Forms** means standard bidding compliance documents as prescribed by the National Treasury;

k. **Services** mean the IT hosting infrastructure and related services;

5. SCOPE OF WORK

A high level summary of scope of services required provided below in several categories. The scope of work for this tender is divided into the following categories.

5.1. SD-WAN and Managed Services:

The NRCS is looking for SD-WAN services that will:

5.1.1. Enable the NRCS to connect all its regional offices (Durban, Cape Town, Bloemfontein, Hermanus and Gqeberha) with the Pretoria Head office into one Virtual Network which will enable seamless connection to all the services regardless of location of device.

5.1.2. The Solution is further expected to enable or carry the VoIP and Video Conferencing traffic seamlessly without dependency on another Internet breakout solution.

5.1.3. Allow connection with the APN services.

5.2. Internet Connection Services

The bidders will be required to provide Internet connectivity to all NRCS sites. However, the bidder will have to ensure that SIM-Cards are connecting to the APN Services.

5.3. Firewall, Security and DNS Service

The bidder must be able to host the NRCS' firewall and ensure that it is configured in a way that provides the NRCS with the required Cybersecurity resilience to prevent undue access to the NRCS network and data. The NRCS will provide all the rules and policies that must be configured on the firewall.

The bidder is also expected to provide all the required Public IP Addresses for all the applications and services which are accessed from outside the NRCS.

5.4. Scope Technical Specifications

The NRCS is looking for systematic approach in addressing the required improvements as listed in the objectives above. The proposed solution in response to NRCS' specific situation should be guided by best practice, industry trends and key architecture principles.

5.4.1. SD-WAN and Managed Network services

- The bidder needs to supply a converged scalable network with a view of delivering on future services (technology refresh) that will reduce costs and promote high availability.
- The Software Defined Wide Area Network (SD-WAN) which connects the NRCS sites and the Head Office should be made up of links of different sizes and speeds according to the business requirements of each site.
- The bidders are expected to set up the WAN network localized at each NRCS site as per (**Annexure B**: NRCS Site Listing and **Annexure C**: NRCS GPS and User Site List) to provide connectivity to NRCS Head Office (Gauteng, Pretoria, Groonkloof), as well as its Disaster Recovery site through the SD-WAN & broadband link with SD-WAN Technology at 100 Mbps.
- The bidder must provide SD-WAN Services that enables connectivity of all NRCS offices across the country and management of the service to provide the NRCS' required availability, accessibility and usability to both external and internal stakeholders.
- The network must be designed in such a way that will provide the required redundancy to ensure achievement of the designed availability at all the time. A primary and secondary links are required for all the offices to ensure availability of connection at all the time including instances in which there is load shedding.
- Provisioning and implementation of Production and Disaster Recovery hardware infrastructure as per the technical specifications below is required to ensure that the NRCS Applications can be accessible from the primary data center and secondary data center.
- The bidders are required to structure their tariffs for extending the connection, VoIP and Internet services to new locations on a fixed-cost basis per technology and service type for the contract duration, while allowing flexibility for periodic price benchmarking for similar services in the market to enable NRCS to benefit from cost reductions as technologies and services become cheaper.

The following is a list of services that the proposed SD-WAN solution must have in order to be considered.

a. On-premise Customer Edge Device (CoE)

b. Application visibility and Analytics

c. High Availability

d. Centralized Orchestration & Policy Management

e. Transport Independent Overlay Solution

f. Application Aware Routing

g. Performance based App Aware Routing & Load Sharing

h. Segmentation & Dynamic Topologies

i. Application Based QoS (Quality of Service)

j. Local Internet Break out

k. Path Brownout

l. Security & Encryption

m. Managed Service offering

n. Self Service Portal

o. All hardware should be under on-site warranty with the OEM for the duration of the contract

p. Transition of services at the end of the contractual period to the NRCS or newly appointed service provider

q. A fully managed SD-WAN VPN network between all sites

r. Fault-tolerant design that has a high level of availability

s. Link between production and disaster recovery site

t. The solution must be a multi-tiered, managed solution consisting of the following components:
   - Fibre connectivity to all 6 NRCS offices
   - Redundancy to all sites
   - Dedicated internet access including spam filtering

5.4.2. Internet Connectivity

❖ The bidder must provide internet breakout services to enable users to access all the services required to deliver against the NRCS legislated mandate. The bidder should supply an Internet Breakout on the SD-WAN that terminates at their main provider Datacentre and should start off with a bandwidth of 100 Mbps with a 1:1 contention ratio and will be either increased or decreased over the contract period according to the needs of the organisation.

- The bidder will be required to supply a second Internet Breakout terminating at the NRCS head office that should start off with a bandwidth of 100 Mbps with a minimum contention ratio of 1:1 and will be either increased or decreased over the contract period according to the needs of the organisation.
- Internet traffic from the national NRCS sites should be transported via local PE (Provider Edge) routers (shortest path) to the Internet and not via the core MPLS links.

5.4.3. Firewall, Security and DNS Services

The bidder must ensure NRCS have robust, Security, and DNS Services to provide the required assurance to prevent undue access to the NRCS Infrastructure and Enterprise Applications. All routers, and other related connection devices must be configured in a more secured manner to monitor all traffic traversing between the NRCS corporate Network and outside internet environment.

- All routers including the Internet breakout router should have the ability to be remotely managed and also export data to the NRCS Information Technology Service Management (ITSM) tools.
- Connectivity devices' operating systems must be patched regularly to the latest versions as per software releases from the vendor.
- Router information and configurations must be made available for audit purposes and NRCS or any third party appointed to audit NRCS' network security.
- NRCS will supply the successful bidder a set of rules and policies for the initial configuration of the firewall and further change requests will be logged via the NRCS' Service Desk.
- Read-only access to the firewall must be supplied to designated NRCS technical contacts for the purposes of troubleshooting and auditing. A DMZ (demilitarize zone) must be supplied to host services such as the Website and Web portal, etcetera in this segment.
- The Service Provider must have the capability to provide NRCS with hosted virtual machine instances when required in the DMZ segment.
- Bidders must be able to promptly submit proof of technical competency of their key personnel who will be working on the SD-WAN Infrastructure supplied by the bidder when requested.
- Bidders must also maintain a sufficient number of technically certified engineers to supply the necessary SD-WAN network services.
- A managed firewall service before the Internet capable of web, layer 3 and layer 4 filtering, intrusion detection, and reporting and auditing should be supplied.

- ❖ Bidders must adhere to highest integrity standards in the industry. Bidders must be able to manage firewalls for which they must be duly certified by appropriate vendors (e.g. Fortigate).
- ❖ The successful bidder must also for the duration of the contract, maintain such firewall security certification in order to remain compliant to the requirement of this bid.

5.4.4. **Transition and Risk Management Plan.**

The bidder must provide a transition plan which they believe it is fit for the purpose of migrating all the workload from the incumbent hosting centre to the NRCS recommended locations. The Migration Plan must include but not be limited to the following aspects:

a. How the virtual and physical servers will be moved from the current location to a new location?

b. When will the testing of the applications connections be undertaken to ensure successful migration?

c. The bidder must indicate how will all the risk be mitigated to prevent undue business disruption?

d. The bidder must demonstrate how will all the stakeholders including service providers be engaged to ensure seamless migration?

e. How will the security of all the NRCS' data and information be assured to be free from manipulation or any malice action during the migration from one location to another.

5.5. **Additional Services**

a. View access to service provider monitoring systems.
b. Compliance to the NRCS IT policies and procedures.
c. Reports to be provided to the NRCS as and when required by the NRCS.
d. All hardware should be under on-site warranty with the OEM for the duration of the contract.
e. Reports should be published on the portal accessible by the NRCS.
f. Transfer of skills to the NRCS identified individuals during the contractual period.

6. CONFIRMATION OF COMPLIANCE TO TECHNICAL SPECIFICATIONS

The bidder's proposal must cover the following aspects to address the NRCS' requirements. The proposed solution's failure to meet any of the requirements below will lead to a disqualification of the bid.

No	Component	Description		
CATEGORY A: SD-WAN and MANAGED SERVICES (DATA CENTER)			Bidder's Response	Reference Page/Section in the Bid
1	SD-WAN Service	The Software Defined Wide Area Network (SD-WAN) which connects the NRCS **Regional offices and the Head Office**.		
		SD-WAN Infrastructure must have **redundant connectivity** to enable high-availability of services in case the primary links are down		
		The tariffs will be structured in a way that will enable the NRCS to **extend connection services to additional locations** within the country at fixed rate.		
		Ability to dynamically point connection from the Cloud Partner's primary production site to **disaster recovery sites in case of disaster**.		
		Applications aware **routing capability**		
		Performance based App Aware **Routing & Load Sharing**		
		All hardware should be under **on-site warranty of the OEM** for the duration of the contract.		
		Fault-tolerant design that has a **high level of availability**		
		Application Based **QoS (Quality of Service),**		
2	Hosted dedicated firewall	**Fail-over** with VPN and **transparent web proxy** services with **AD integration** quantity of 13.		
3	Routers	Provision of Customer Edge(CE) routers with **redundancy (2x per site)** quantity of 12 Routers.		
4	Site availability	**99.95%** availability (Excluding planned downtime e.g. maintenance slots)		
CATEGORY B: INTERNET AND APN SERVICES				
1	Dedicated Internet Access	**100 Mbps** Internet Breakout Connection from **Head Office (Pretoria)**.		
2	Internet Traffic Routing	The bidder will be required to supply a **second Internet Breakout terminating at the NRCS head office** that should start off with of 100 Mbps with a minimum contention ratio of 1:1 and will be either increased or decreased over the contract period according to the needs of the organisation.		

		The bidder should supply an Internet Breakout on the SD-WAN that terminates at the main provider Datacentre and should start off with 100 Mbps with a 1:1 contention ratio and will be either increased or decreased over the contract period according to the needs of the organisation.					
		The bidder should supply an Internet Breakout on the SD-WAN that terminates at the Disaster Recovery Site Datacentre and should start off with 100 Mbps with a 1:1 contention ratio and will be either increased or decreased over the contract period according to the needs of the organisation.					
		Internet traffic from the national NRCS sites should be transported via **local PE (Provider Edge) routers** (shortest path) to the Internet and not via the core MPLS link.					
3	Network Management Services	Primary data lines bandwidth with quality of service (Qos) • Business Class • Voice • Standard Fully managed SD-WAN between all sites					
4	Sites bandwidth capacity (both links active)	**Office**	**Primary Medium**	**Redundant Medium**	**Sites**		
		Pretoria	**100 Mbps**	**50 Mbps**	6		
		Cape Town	**50 Mbps**	**20 Mbps**			
		Durban	**50 Mbps**	**20 Mbps**			
		Bloemfontein	**25 Mbps**	**20 Mbps**			
		Port Elizabeth	**50 Mbps**	**20 Mbps**			
		Hermanus	**25 Mbps**	**15 Mbps**			
5	Bandwidth Scalability	The bidder will **adjust** the allocated bandwidth by **10%** on annual basis **without additional costs** for the duration of the contract, quantity of (1).					
CATEGORY C FIREWALL, SECURITY AND DNS SERVICE							
1		The bidder must be able to **integrate** the Firewall to the NRCS Information Technology Service Management (**ITSM**) tools.					
2	Routers Management	All router/s including the Internet breakout router/s (Connection Devices) should have the ability to be remotely managed and also export data to the NRCS Information Technology Service Management tools.					
		Connectivity devices' (Routers) operating systems must be **patched** regularly to the latest versions as per software releases.					

3	Firewall Rules	NRCS will supply the successful bidder a set of rules and policies for the initial configuration of the firewall and further change requests will be logged via the NRCS' **ITSM Service Desk.**		
4	DNS	• nrcs.org.za • nrcs.co.za • applianceregistrationdatabase.org.za • 1 X MX record • 3 X A record • 9 public address Quantity of (6)		
5	Firewall Certification	The successful bidder must also for the duration of the contract, maintain such **firewall security certification of the engineer** who will be responsible for administration and support of the firewalls (1).		
CATEGORY D FAIL-OVER OF CONNECTIVITY SERVICES				
	DR Testing Configuratio n	Provide the NRCS with the **design, planning and testing** of the Disaster Recovery for all components including connection to both primary and Disaster Recovery site.		
	Integrations Management	Design and configure all the necessary **integrations or interfaces** to different partners and service provider who renders services to the NRCS.		
	Physical Migration	**Migration** of the NRCS **Hardware** from the current hosting centers.		
	Automatic Fail-Over	Design, Configuration of automatic switch-over between production and DR.		

7. END TO END SERVICE MANAGEMENT

The bidder must provide a detailed proposal of how all the services will be managed to meet the NRCS operational and strategic objectives. It is expected that the bidder must provide an operational plan which will be used to ensure availability of all the services at all the times as well as business processes, and procedures which will be followed to ensure uptime, availability, accessibility and usability of all the service.

- Service Management Plan and operational processes must be included in the bid to demonstrated how the bidder is going to deliver the services.
- Escalation processes to be followed when calls are logged with the bidder must be provided as per of the bid's response.

- Draft Service Level Agreement must be submitted to indicate the uptime that the bidder is proposing to the NRCS for all the services.
- The Organisation's Organogram must be provided to demonstrate how the bidder is structured to render these services to the NRCS.
- Back to Back agreement in areas where the services are contracted to ensure that there's a solid and reliable operating model to deliver these services without compromising quality of service.

Below is the Service Level Requirements for the NRCS and the bidder must provide their proposed Service Level performance in response to the NRCS' requirements.

All services to be delivered as per timelines mutually defined and agreed by NRCS and the preferred bidder. This will include the management of 3rd party vendors. The successful bidder will ensure support (24 hours every day x 365 days in each year) for any issue related to availability and accessibility. The successful bidder would be solely responsible for any defect in the solution(s). Service Uptimes per location - The successful bidder will be required to adhere to the service levels outlined in the table below, which contains the classification of Service Levels by priority and location type.

Service Level Type	Initial to Response	Subsequent Response	Time to Resolve	Target Uptime	Maximum Monthly Downtime	Typical NRCS Locations
Priority 1	15 minutes	Every 1 hours	4 hours	99.99%	2 hours	NRCS Head Office NRCS Disaster Recovery site
Priority 2	25 minutes	Every 2 hours	6 hours	99.95%	3 hours	PPECB office internet breakout
Priority 3	35 minutes	Every 4 hours	8 hours	99.90%	4 hours	NRCS National offices NRCS internet breakout
Priority 4	1 Hour	Every 8 Hours	Next Working Day	99.90%	4 hours	NRCS National offices NRCS internet breakout

8. PENALTIES

The NRCS reserves the right to impose penalties should the service provider fail to perform the services within the period and services specified in the contract, deduct from the contract price, as a penalty, a sum calculated on the unperformed services using the table below for each day of the delay until actual performance.

Maintenance and Support Services

Description	**Mean Time To Respond** *(from the time the call is logged)*	**Mean Time To Resolve** *(from the time the call is logged)*	Target	Penalty	Notes
Solution Availability			98% availability per month	10 % of monthly Maintenance and Support costs	Solution availability for normal business operations
Break-fix services	1 Hour	8 Hours	98% of all incidents logged per month	10 % of monthly Maintenance and Support costs	Applicable from 8 to 5 into next working day (Business Hours)
Ad hoc services	1 Hour	8 Hours	98% of all service request logged per month	10 % of monthly Maintenance and Support costs	Applicable from 8 to 5 into next working day (Business Hours)
Project Timelines Delivery	As per the agreed project plan	As per the agreed project plan	As per the agreed project plan	10% of the project amount	Applicable for once of deliverables

9. TRANSITION SERVICES

10.1 IN TRANSITION

The bidder must provide a transition plan for how it is going to ensure a seamless transition from the incumbent's environment to the new environment with limited disruption to the NRCS operations to cover the following. No service levels measurement during the period of transition.

a. Kick-off meeting and development of all the implementation plans
b. Planning, design, installation and configuration of Production and Disaster Recovery environments.
c. Planning, design, installation and configuration of SD-WAN for the NRCS.
d. A 6 (Six) months' transition period from the date an appointment letter has been accepted by preferred bidder.
e. The service provider must compile, procedures and processes to align with the NRCS policies, procedures and processes during the transition period and present to the NRCS for approval before implementation.
f. Document the new environment to be approved by the NRCS.
g. The service provider to convene a transition hand over session to present the final configuration to the NRCS.
h. Transition project plan should be supplied as part of the tender process.

10.2 OUT TRANSITION

Furthermore, the bidder must provide Transition Out at the end of the duration of the contract to demonstrated how it is going to undertake the transition from its environment to another service provider.

a. The bidder must submit that transitioning out plan as part of the bid's response.
b. The transitioning out plan will form part of the contracting terms and conditions.
c. Hand over project plan to be compiled and supplied to the NRCS on request from the NRCS.
d. Up to date documentation related to all services provided must be provided to the NRCS.

Note: Transition period is part of the contract as stipulated in the duration clause paragraph 11 below.

10. EXCLUSIONS

10.1. The migration of servers to the NRCS Cloud environment.

10.2. The NRCS will manage logical security.

11. DURATION OF THE PROJECT

The duration will be for 5 Years from the date of appointment and it includes transition period which must not exceed 6 months from date of letter of appointment acceptance.

12. SPECIAL CONDITION OF TENDER

12.1. The prospective service providers must submit an all-inclusive contractual fixed price and detailed cost breakdown schedule (the price must be VAT inclusive) as provided for in the SBD 3.1 Form.

12.2. The NRCS reserves the right to negotiate pricing with all the preferred bidders in line with market related prices.

12.3. Travelling costs and time spent or incurred between home and office of the consultant including their staff shall not be for the account of the NRCS.

12.4. Travelling costs and time spent or incurred between the service provider offices and the NRCS offices shall not be for the account of the NRCS.

12.5. Supporting documents for all disbursement incurred must be submitted to the NRCS together with the invoices.

12.6. Payments will be strictly based on approved deliverables and time as per the service level agreement.

12.7. The NRCS reserves the right not to award the bid to the lowest bidder.

12.8. The service provider must not bill the NRCS for any unproductive or duplicated time spent on any assignment, for any reason, including as a result of staff changes.

12.9. Copy and Distribute

12.9.1. The NRCS shall be entitled to copy, reproduce and/or distribute submissions of all copies sent to the NRCS by the respondent in response to and/or in connection with this bid, among its employees to be used for further development of the NRCS project.

12.9.2. All intellectual property rights emanating from this project will vest with the NRCS either electronically or hard copy or any other.

12.10. Confidentiality

13.10.1. All information pertaining to the NRCS obtained by the bidder as a result of participation in this bid is confidential and must not be disclosed without written authorisation from the NRCS.

12.11. Should the resource provided by the preferred bidder to render services to the NRCS resigns etc. the appointed bidder shall be expected to replace the resource with similar skills as the resource.

12.12. Any Independent committee member/s shall not either directly or indirectly engage in any business activity with the NRCS or in any way use information obtained during the contract cycle for their own benefit during their term of engagement or after termination of their contract for a period of at least 24 months. All preferred bidders appointed as part of the panel by the NRCS, will be required to have all the resources as and when required by the NRCS.

12.13. The General Conditions of Contract (GCC) must be signed or initial on each page by the bidder as included in the bid document.

12.14. The NRCS will not award the bid to any preferred bidder who has not registered on the Central Database Supplier (CSD) as required by the National Treasury Prescript, until they are registered on the CSD.

12.15. The NRCS reserves the right not to accept any bids, which does not comply with the specifications, and conditions set out in the bid documents.

12.16. In cases where a bidder will be sub-contracting, proof of documentation for the subcontractor should be submitted as well i.e. B-BBEE, company registration documents, partnership agreement, Joint Venture agreement etc.

12.17. The NRCS reserves the right to further confirm reference letters or similar project experience of the preferred bidder to be appointed.

12.18. Submission of an original and valid B-BBEE certificate or a certified copy therefore, including Sworn Affidavit (EMEs/QSEs) in order to claim the preference points.

12.19. In cases where a bidder will be sub-contracting, proof of documentation for the subcontractor should be submitted as well i.e. B-BBEE, company registration documents. The B-BEEE certificate must be valid for a period of 12 months (either be an original certificate or certified copy of an original or certified sworn affidavit).

12.20. All SBD forms to be duly completed and signed. Failure to do so may lead to a disqualification.

12.21. In terms where the preferred bidder tax matters are not in order 7 (seven) days will be given to the bidder to rectify their tax matters. Failure to do so will lead to disqualification of the bidder from the bid process as indicated in the National Treasury Prescript No 9 of 2017/2018.

12.22. The provisions of Protection of Personal Information Act, No.4 of 2013 will be adhered to.

12.23. The NRCS shall directly sign the licensing agreement with the software vendor, although the preferred bidders will remain responsible to perform and facilitate the transaction.

12.24. The preferred bidder shall provide a skill transfer and training to the NRCS Technical Team (6 personnel) of the following areas, not limited to:

12.24.1. Installation and use of the tools

12.24.2. Monitoring and administration

12.24.3. Reporting

12.25. The skill transfer and training plan will be required within the timelines to be determined by NRCS during contract execution stage.

12.26. The prospective bidder must be registered on Central Supplier Database (CSD) prior to submitting bids as per the information below which will not lead to a disqualification except for the tax matters:

12.26.1. Business registration, including details of directorship and membership;

12.26.2. Tax compliance status.

12.27. The quoted price must include inflation escalation and specify exchange rates used or where applicable.

12.28. The NRCS may prescribe specifications to fit in with the operational requirements.

12.29. The NRCS reserves the right to impose penalties in cases where the service provider fails to perform the services in line with specifications.

12.30. The bidder is required to manage the up keep of the environment, advice etc.

12.31. The NRCS reserves the right to exercise the non-exclusive option.

12.32. The NRCS reserves the right to conduct site visits.

12.33. A schedule of all related parties must be disclosed in the bid document if any.

12.34. The NRCS may disqualify a Bidder whose proposal contains a misrepresentation which is materially incorrect or misrepresented.

12.35. The tender will be awarded in line with National Treasury Prescripts and all applicable legislations.

13. MANDATORY REQUIREMENTS

13.1 Bidders are required to complete and sign SBD forms: SBD 1, SBD 3.1, SBD 4, SBD 6.1. Failure to submit these forms as required may *lead* to disqualification.

13.2. Please note that failure to adhere to the following requirements below ***will lead*** to an immediate disqualification:

a. Late Submissions will not be accepted.
b. Attendance of compulsory briefing session.
c. Compliance with Technical Specifications in accordance with Section 6 above.
d. Submission of documents as per the table below:

No	Qualification Criteria	Supporting Document Required	Bidder's Response	Reference Page/Section in the Bid
1	Letter on a company's letterhead confirming that the bidder has an existence of the Network Operation Centre (NoC).	Letter in a **company's letterhead** confirming existence of the National Operation Centre (NoC), including period of operation from the bidder **duly signed by authorized signatory**, dated.		
2	The Bidder (Company) must be ISO27001 Certified/ National Institute of Standard and Technology (NIST)- (proof of such must be provided).	Copy of the company's **certification** for ISO-270001/ NIST		
3	Valid partnership certification from a legitimate vendor for each of the proposed vendor solution SD-WAN.	Copy of the company's letter of the accreditation of the proposed technology.		
4	Bidder must provide a proof of **ICASA** (Independent Communication Authority of South Africa) Accreditation Act. 13 of 2000	Copy proof **ICASA accreditation** for the required services in line with the ICASA act.		

14. FUNCTIONALITY EVALUATION CRITERIA

For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g. details of relevant previous work undertaken, letters from previous /current clients, etc.). Minimum Required Score (Threshold) for functionality is **70 points** out of 100 points. Functionality evaluation criteria will be applied in two stages as outlined below. Bidders that score a minimum of **70 points** on functionality stage 1 will be invited for presentation and will at this time be provided with the demonstration guidelines. Bidders that score less than **70 points** on functionality stage 1 will be disqualified.

Phases of SCM evaluation processes	Minimum qualification criteria for this phase	Total Points	Minimum threshold Points	Minimum requirement to qualify for next phase
1. Functionality evaluation (Stage 1)	Confirm responsiveness of bids and verify documents submitted	100	70%	70 points or more of functionality evaluation stage 1 to qualify for functionality evaluation stage 2. Bidders who scored a minimum of 70 points on stage 1 will be given **five days** to prepare a presentation and then present their solution as part of Functionality evaluation stage 2.
2. Functionality Presentation Evaluation (Stage 2)	Bidder must have achieved 70% on functionality evaluation stage 1	100	70%	Score of 70 points or more on stage 2 functionality evaluation to qualify for further evaluation of the bid. Bidders that score less than **70 points** on functionality stage 2 will be disqualified.

15.1. **Functionality Evaluation Stage 1: SD-WAN, Internet Breakout and DNS Services**

The below table will be used to assess the bidder's solution suitability to the NRCS' requirements.

No.	Functionality Criteria	Description	Weights
1.	Technical Proposal and Methodology how the Solution will be designed, configured, deployed, and managed for the required Services: 1. SD-WAN, 2. Firewall Management, 3. DNS Services 4. Direct Internet Access 5. Integration into existing APN Service.	**POINTS ALLOCATION SCORING:** Detailed proposal with enough specification of the proposed SD-WAN technology and how it is going to address all the requirements of the NRCS. **5 Points =** The Proposal has comprehensively covered all the required services including governance mechanism of the contract, network topology diagram, and additional functional capabilities that are over and above what is stated. **4 Points =** The proposal has comprehensively covered all the required services including governance mechanism of the contract, and network topology diagram.	**40 Points**

		3 Points = The proposal has just covered all the required services including governance mechanism of the contract, and network topology diagram. **2 Points =** The proposal has covered all the required services including the methodology. **1 Point =** The proposal does not cover all the required services including, and it is missing some of the key elements of the services. **0 Point =** 0 non-submission	
2.	The bidder must provide positive Client Reference Letters from different clients, not older than five years where SD-WAN services were rendered.	Reference Letters on the client's **letterhead** with contacts of the relevant official indicating the **date** of award and **duration** of the contract where SD-WAN service was rendered. ***"NRCS reserve rights to verify reference letters if similar service were rendered."*** **<u>POINTS ALLOCATION SCORING:</u>** **5 Points = 5+ Reference letters** **4 Points = 4 Reference letters** **3 Points = 3 Reference letters** **2 Points = 2 Reference letters** **1 Point = 1 Reference letter** **0 Point = 0 non-submission**	**20 Points**
3.	**Technical Resource.**	**POINTS ALLOCATION SCORING:** **NB: THE BIDDERS ARE REQUIRED TO SUBMIT A CV OF A TECHNICAL RESOURCE THAT POSSESSES IT QUALIFICATION AND PROPOSED SD-WAN SOLUTION VALID CERTIFICATE.** **5 Points** = A CV with a copy of NQF 6 (minimum) IT Qualification, copy of a valid Certificate of the Proposed SD-WAN Solution and with more than 8 years' experience. **4 Points** = A CV with a copy of NQF 6 (minimum) IT Qualification, copy of a valid Certificate of Proposed SD-WAN Solution and with more 6 years' experience. **3 Points** = A CV with a copy of a valid Certificate of the Proposed SD-WAN Solution and with 4 < 6 Years' experience. **2 Points** = A CV with a copy of a valid Certificate of the Proposed SD-WAN Solution and 2 < 4 Years' experience. **1 Point** = A CV with a copy of a valid Certificate of the Proposed SD-WAN Solution and with 0 < 2 Years' experience.	**15 Points**

		0 Point = A CV with **No** copy of a valid certificate of the Proposed SD-WAN Solution and with 0 < 2 Years' experience. **NB: SUBMISSION OF AN EXPIRED SD-WAN CERTIFICATE WILL RESULTS INTO ZERO POINT ALLOCATIONS.** **THE NRCS RESERVES THE RIGHT TO VALIDATE THE AUTHENTICITY OF ALL THE SUBMITTED COPIES OF THE CERTIFICATES.**	
4.	Operational Service Management Plan (SD-WAN, Firewall Management, and DNS Services)	The ability to provide required service management requirements of the Bid Document. Incident Management, Problem Management, escalation processes, and escalation matrix must be submitted with the bid document. **POINTS ALLOCATION SCORING:** • **5 Points** =The Service Management Plan with all the items listed above and two more items • **4 Points** = The Service Management Plan with all the items listed above and one more item • **3 Points** = The Service Management Plan with all the items listed above • **2 Points** = The Service Management Plan without one of the items listed above • **1 Point** = The Service Management Plan without two of the items listed above • **0 Point** = The Service Management Plan without any of the items listed above	**25 Points**
	Minimum Required Score		**70 Points**
	Total		**100 Points**

15.2. **Functionality Evaluation Stage 2: PRESENTATION EVALUATION**

No	Functionality Criteria	Description	Weights
1.	Technical Solutions Proposal on how the Solution will be designed, configured, deployed, and managed for all the required Services.	The bidder to demonstrate that the technical requirements are to be met by the proposed solution including methodology, service management, governance approach. • **5 Points** = The bidder presented a comprehensively proposal that covered all the required services including, governance mechanism of the contract, network topology diagram, and additional functional capabilities that are over and above what is stated.	**50 Points**

		• **4 Points** = The bidder presented a proposal that has comprehensively covered all the required services including, governance mechanism of the contract, and network topology diagram. • **3 Points** = The bidder presented a proposal that covers all the required services including governance mechanism of the contract, and network topology diagram. • **2 Points** = The bidder presented a proposal that covers all the required services including the methodology. • **1 Point** = The bidder presented a proposal has not covered all the required services including, and it is missing some of the key elements of the services. • **0 Point** = 0 non-submission	
2.	Transition and Implementation Plan (SD-WAN, Firewall Management and DNS Services)	The Bidders must provide a transition plan to migrate the NRCS from the current service provider's MPLS network to the Bidder's proposed SD-WAN Solution. The plan must include but not be limited to the following: 1. How will the network be migrated from the current service provider's network to the bidders' SD-WAN? 2. How will the service provider manage all the engagement with all stakeholders? 3. A Management of Change plan must be provided to demonstrate how the network will be migrated without business interruption. 4. A schedule of how the activities will be undertaken to deploy all the required equipment at the NRCS office, configured, tested and signed-off. 5. Risk, issues, and quality management plan to ensure undue delays of the project and compromise of quality. • **5 Points** = The Bidder presented a summary Transition Plan which encompasses the Project Management Plan, clear schedule, change management plan, risk management approach, stakeholder management plan, clear milestones, and quality assurance criteria. • **4 Points** = The Bidders presented a summary Transition Plan that encompasses the Project Management Plan, clear schedule, change management plan, risk management approach, and stakeholder management plan.	**30 Points**

		• **3 Points** = The Bidders presented a summary Transition Plan that encompasses the Project Management Plan, clear schedule, change management plan, and risk management approach. • **2 Points** = The Bidders presented a summary Transition Plan that encompasses the Project Management Plan, clear schedule, change and management plan. • **1 Point** = The Bidders presented a summary Transition Plan that encompasses the Project Management Plan, clear schedule, change and management plan but lacks some of the key aspects of the plan as defined above. • **0 Point** = No Transition Plan submitted.	
3.	Performance and Monitoring of the solution.	Illustrate mechanism to manage performance of the proposed solution through Service Level proposal to ensure availability, reliability, accessibility, and usability of the service. At least provide how the Network engineers will be scheduled to monitor the network for uptime and performance including monitoring systems that they will be using. • **5 Points** = 24/7/365 real time monitoring of the network to ensure adequate throughput, to ensure availability, reliability, accessibility, and usability of the service. • **4 Points** = 24/5 days a week real time monitoring of the network to ensure adequate throughput, to ensure availability, reliability, accessibility, and usability of the service. • **3 Points** = 12 hours (Monday to Friday) real time monitoring of the network to ensure adequate throughput, to ensure availability, reliability, accessibility, and usability of the service. • **2 Points** = 8 hours (Monday to Friday) real time monitoring of the network to ensure adequate throughput, to ensure availability, reliability, accessibility, and usability of the service. • **1 Point** = 6 Hours (Monday to Friday) real time monitoring of the network to ensure adequate throughput, to ensure availability, reliability, accessibility, and usability of the service.	**20 Points**

		• **0 Point** = no real time monitoring of the network to ensure adequate throughput, to ensure availability, reliability, accessibility, and usability of the service.	
	Minimum Required Score		**70 Points**
	Total		**100 Points**

- Presentations may not exceed 90 minutes.
- Presentations must be electronically conducted and must be made available to the NRCS on the date of the presentation.

Bidders that then qualify in terms of the functionality stage 2 evaluation cut-off points of **70 points** will then be evaluated in terms of price and preference point system **(Specific Goals)** as per the PPPFA Act and its associated Regulations issued by the National Treasury..

A bidder/s that score less than **70 points** out of 100 in respect of the functionality stage 2 evaluation will be regarded as submitting a non-responsive bid and will be disqualified.

NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned-above.

This Bid will be evaluated on the basis of the PPPFA 80/20 or 90/10 preference point system as presented in the Preferential Procurement Regulations 2022, for this purpose SBD 6.1 form should be scrutinized, completed and submitted together with.

Bidders are requested to submit original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiation B-BBEE rating or Sworn Affidavit for tenderers who qualify as EMEs/QSEs.

15. SUBMISSION OF (USB FLASH DRIVE)

The above must contain an electronic version and a true copy of the technical proposals. The flash drive/ memory sticks to be labelled with bidders' name.

16. PACKAGING OF THE BID ENVELOPE

FUNCTIONAL / TECHNICAL PROPOSAL WITH DULY COMPLETED PRICING SCHEDULE &/ QUOTATION

Bid No. **NRCS 001-2024/2025**

Description: **Appointment of a reputable service provider to provide SD-WAN Solutions, Hosting Services and Internet Connectivity for 5 (five) years**

Bid closing date and time: **19 JULY 2024 at 11H00** (**Submission of late bids will not be accepted**)

Name and address of the bidder: ______________________________

NB: The bid proposal envelope shall contain one original hard copy document, clearly marked "original", and three (3) hard copies, clearly marked "Copy" (i.e. three documents to be included in each envelope), as well a soft copy on the memory stick be submitted. Bidders can courier the bid proposal, the onus is on the bidder to ensure that their bid proposal is received by the due date and time by the NRCS. The bids are to be delivered at the following address: SABS Campus 1 Dr Lategan Road, Groenkloof, Pretoria NRCS tender box.

Sealed documents individually marked the above reference and description, must be placed in the Tender box marked NRCS situated at ground floor, SABS Campus by the closing date and time. All Suppliers are encouraged to make their submission before the closing date and time. Bids will be publicly opened at the SABS Campus 1 Dr Lategan Road, Groenkloof, Pretoria. No tenders will be accepted after the closing time. No tender per facsimile, posted or e-mailed will be accepted. Bidders can courier the bid proposal, the onus is on the bidder to ensure that their bid proposal is received by the due date and time by the NRCS.

17. BID DOCUMENT CHECKLIST

A completed and signed bid document must be submitted in a file. The bid/tender documentation must be placed into a file with dividers between every schedule. Each category in terms of the scope of work should be clearly marked separately in the submission by the bidder. The schedule must be numbered as follows:

No	Description	Submitted (Yes/No)
Schedule 1	All documents for minimum requirements	
Schedule 2	The Functionality Criteria Documentation	
Schedule 3	Certified ID copies of the directors / trustees / shareholders and their shareholding percentages	
Schedule 4	Original and valid B-BBEE status levels verification certificate or a certified copy thereof, substantiating your B-BBEE rating.	

ANNEXURE B

NRCS SITE LISTING

Site Number	Site Name	Province	GPS Co-ordinate
1	Pretoria (Groenkloof)	Gauteng	25.7703° S, 28.2138° E
2	Durban	KwaZulu-Natal	29.7732° S, 30.9934° E
3	Qheberha(PE)	Eastern Cape	33.9649° S, 25.5296° E
4	Bloemfontein	Free State	-29.1238733°S ,26.2115045° E
5	Cape Town	Western Cape	-25.7688324° S, 28.2129582°E
6	Hermanus	Western Cape	-34.41981887817383° S,19.236927032470703° E

ANNEXURE C: NRCS USER SITE LIST

Branch Offices		# of Uses
1.	Pretoria SD-WAN Connection	**214**
2.	Durban SD-WAN Connection	**24**
3.	Gqeberha SD-WAN Connection	**19**
4.	Bloemfontein SD-WAN Connection	**7**
5.	Cape Town SD-WAN Connection	**51**
6.	Hermanus SD-WAN Connection	**2**

NRCS SITES

1. Pretoria (Head Office)

SABS Campus,

1 Dr Lategan Road,

Groenkloof,

Pretoria

2. Bloemfontein

34 Victoria Road

Willows

Bloemfontein

3. Cape Town

14 Railway Road

Montagu Gardens

Cape Town

4. Durban

Unit 6

Edstan Business Park

No 2 Ibhubesi Road

Riverhorse Valley

4017

5. **Port Elizabeth / Gqeberha**

   Willow Park Units 25 & 26

   Willow Road Business Park

   Willow Road

   Fairview

6. **Hermanus**

   3 Myrtle street, Hermanus,