



BID NOTIFICATION

**BIDDERS ARE HEREBY INVITED TO SUBMIT BIDS IN RESPECT
OF THE FOLLOWING SERVICES:**

**FACILITATION OF OPEN VALUE MICROSOFT AGREEMENT
ON BEHALF OF THE NATIONAL CONSUMER COMMISSION
AND THE
PROVISION OF MICROSOFT LICENSES AGREEMENT FOR A
PERIOD OF 36 MONTHS**

Reference: NCC/02/2025/2026

Date issued: 23 June 2025

Closing date and time: 15 July 2025

Bid validity period: 90 calendar days after publication

ADDRESS:

National Consumer Commission

SABS Campus, Building C,

1 Dr. Lategan Road

Groenkloof, Pretoria

Pretoria

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1. PURPOSE/ OBJECTIVE

1.1. To invite bidders who are in good standing to submit proposals to be considered for appointment for:

The provision or facilitation of Microsoft Open Value Agreement (V2388732) for a period of three years. The provision and configuration of licenses as indicated in the scope of work and key deliverables of the Microsoft Open Value Agreement (V2388732) for a period of three years.

2. BACKGROUND & LEGISLATIVE MANDATE

2.1. The National Consumer Commission (NCC), herein referred to as the Commission, is a juristic person established as an organ of the state within the public administration but as an institution outside the public service in terms of section 85 of the Consumer Protection Act; No 68 of 2008 ("Act"). The NCC has been operational since 1 April 2011. The main objective of the NCC is to, amongst other things, promote and advance the social and economic welfare of consumers in South Africa by: -

- Establishing a legal framework for the achievement of a consumer market that is fair, accessible, efficient, sustainable, and responsible.
- Reducing and ameliorating any disadvantages experienced by vulnerable consumers in accessing goods or services.
- Promoting fair business practices & protecting consumers from improper conduct.
- Improving consumer awareness and encouraging choice.
- Promoting consumer confidence and empowerment.
- Providing a consistent, accessible, and efficient system of consensual resolution of disputes; and
- Providing an accessible, consistent, harmonized, effective, and efficient system of redress for consumers.

4. SCOPE OF WORK:

4.1. The NCC intends to enter into a (3) three-year Microsoft Open Value Agreement and therefore invites service providers to submit proposals/ quotations in accordance with the scope of work outlined below. The scope of work includes a combination of existing licenses and add-ons as and when required:

The service provider is expected to:

- Quote for anniversary payments over a three-year period of the Microsoft Open Value Agreement (**V2388732**).
- Microsoft 365 E3 subscription over a period of three years.

The successful service provider is expected to load the M 365 E3 with no disruption on NCC when reassigning licenses.

4.2 MANDATORY REQUIREMENTS.

- Proof that the bidder is an accredited Microsoft Certified Partner (Letter or Certificate from Microsoft is required). NCC SCM will also verify the service provider partner or accreditation status. Failure to comply with this requirement will lead to disqualification.
- Only direct partners of Microsoft will be evaluated

5. KEY DELIVERABLES

The successful bidder is expected to provide and ensure successful loading of the following existing licenses:

Please do not include pricing in the technical proposal, inclusion of pricing in the technical proposal will lead to disqualification.

Table 1: Existing Licenses

Product Code	Description	Quantity	Pricing: Year 1	Pricing: Year 2	Pricing: Year 3
359-04623	Microsoft SQL CAL Software Assurance	20			
9EM-00425/9EM-00432	Microsoft Windows Server STD CORE Software Assurance OLV Licenses LevelD Additional Product CoreLic	15			
228-07274/228-07282	Microsoft SQL Server Standard Edition Software Assurance OLV License LevelD Additional Product	2			
77D-00055	Microsoft Visual Studio Pro Sub MSDN Software Assurance OLV License LevelD Additional Product	1			
Microsoft 365 E3	Microsoft 365 E3	120			
MS Project Plan 3	MS Project Plan 3	1			

6. LEGISLATIVE FRAMEWORK OF THE BID

6.1 Technical Legislation and/or Standards

6.1.1. Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services required.

7. DURATION OF THE CONTRACT

7.1. A period of 36 months for the Open Value Microsoft agreement.

Table 2: Supply Chain Management Returnable

Administrative Documents	Compliance	Guideline	Consequence of Non-submission of Information:
			Disqualification?
Invitation to Bid – SBD 1		Complete, sign and submit the provided pro forma document.	NO
Tax status – Compliant		i. Tax Compliance will be verified on the Central Supplier Database (CSD). ii. Supplier to be Tax-Compliant before an award is made and throughout the contract period. iii. CSD Supplier number will be used to verify Tax Compliance.	NO
Bidder's Disclosure– SBD 4		Complete and sign the supplied pro forma document.	YES
Preference Point Claim Form – SBD 6.1		Complete and sign the supplied pro forma document. Preference points will be verified using the CSD.	NO

BBBEE Certificate	Submit valid BBBEE certificate or sworn affidavit. Non-submission will lead to forfeiture of points for specific goals.	NO
Registration on Central Supplier Database (CSD)	The Service Provider must be registered as a service provider on the Central Supplier Database (CSD). If not registered, the service provider must visit https://secure.csd.gov.za/ to register on the CSD. An award will not be made to any bidder who is not registered on the CSD. Furthermore, no preference points will be allocated to bidders who are not registered on CSD.	NO
Pricing Schedule – SBD 3	Submit full details of the pricing proposal in a separate envelope ONLY and not as part of the proposal. Non-compliance will lead to disqualification.	YES
Proof that the bidder is an accredited Microsoft Certified Partner	Certificate from Microsoft (Attach certificate as a proof of accreditation)	YES

Stage 1 - Price Evaluation (80 Points)

Price Evaluation	
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

The following formula will be used to calculate the points for price:

Where;

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

Stage 2 – Specific Goals Evaluation (20 Points)

A maximum of 20 points for specific goals will be allocated as follows:

Table 3: Allocation of points for specific goals

Specific Goals	Number of Points
100% Black owned	6
51-99% Black owned	4
100% women-owned	6
51% to 99% women-owned	4
5% Youth Ownership	2
2% Owned by persons with disabilities	1
Exempt Micro Enterprise (EME)	5
Qualifying Small Enterprise (QSE)	3
Large Enterprise	0

Points for Specific Goals may be allocated to bidders on the submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1)
- BBBEE Certificate
- CSD Report

NOTES REGARDING PRICING

- I. The rates **must** be all inclusive. This means, all direct and indirect related cost must be included. Note that failure to propose the rates will render the entire bid as non-responsive.

The National Consumer Commission accepts that the price may be subject to exchange rate fluctuations. Invoices will therefore be settled at the rates of exchange applicable at the time of invoicing, successful delivery of services or any other relevant date as the case maybe.

8. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder under this bid is conditional, amongst others, upon –

- a. The Bidder accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which NCC is prepared to enter into a contract with the successful Bidder.
- b. The Bidder submitting the General Conditions of Contract to the NCC together with its bid, duly signed by an authorised representative of the bidder.

9. COUNTER CONDITIONS

9.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid conditions shall render such bids invalid.

10. SUPPLIER DUE DILIGENCE

10.1 The NCC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

11. THE COMMISSION REQUIRES BIDDER(S) TO DECLARE

In the Bidder's response, bidder(s) are required to declare the following:

- a. Confirm that the bidder(s) is to: –
 - i. Act honestly, fairly, and with due skill, care and diligence, in the interests of the Commission;
 - ii. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - iii. Act with circumspection and treat the Commission fairly in a situation of conflicting interests;
 - iv. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - v. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Commission;
 - vi. Avoid to act fraudulently and avoid to provide misleading information in respect

- of advertising, canvassing and marketing;
- vii. conduct their business activities with transparency and consistently uphold the interests and needs of the Commission as a client before any other consideration; and
- b. ensure that any information acquired by the bidder(s) from the Commission will not be used or disclosed unless the written consent of the client has been obtained to do so.

12. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- a. The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that the Commission relies upon the bidder's bid as a material representation in making an award to a successful bidder, and in concluding an agreement with the bidder.
- b. It follows therefore that misrepresentations in a bid may give rise to service termination and a claim being instituted by the Commission against the bidder notwithstanding the conclusion of the Service Level Agreement between the Commission and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

13. INDEMNITY

If a bidder breaches the conditions of this bid and, and as a result of that breach, the Commission incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Commission harmless from any and all such costs which the Commission may incur and for any damages or losses the Commission may suffer.

14. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The Commission shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

15. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

- 15.1. No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The Commission reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

16. CONFIDENTIALITY

- 16.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Commission's examination and evaluation of a Bid.
- 16.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Bid. This bid and any other documents provided by the Commission remain proprietary to the Commission and must be promptly returned to the Commission upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.
- 16.3 Throughout this bid process and thereafter, bidder(s) must secure the Commission's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

17. COMMUNICATION DETAILS

- 17.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified personnel, for technical enquiries **Mr. J Mulaudzi** via email j.mulaudzi@thencec.org.za
- 17.2. and/or **012 065 1947**; for SCM enquiries **Mr. TB Kanapi** T.Kanapi@thencec.org.za and/or **012 065 1995**.
- Bidder(s) must reduce all telephonic enquiries to writing and send to the abovementioned email address.

- 17.3. The delegated office of the Commission may communicate with Bidder(s) where clarity is sought on the bid proposal.
- 17.4. Any communication to an official or a person acting in an advisory capacity for the NCC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged, unless it is for purposes of providing clarity in respect of the legitimate questions pertaining to the bid. The NCC reserves the right not to answer questions which it considers to be inappropriate.
- 17.5. All communication between the Bidder(s) and the NCC must be done in writing.
- 17.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NCC (other than minor administrative matters), the Bidder(s) must promptly notify the NCC in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the NCC an opportunity to consider what corrective action to take if necessary.
- 17.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NCC shall, if possible, be corrected and be provided to all Bidder(s) without attributing such discrepancy, ambiguity, error or inconsistency to the Bidder(s) who provided the written notice of such matters.

18. SUBMISSION OF PROPOSALS

- 18.1. All tenders must be clearly marked: "For attention: **The Manager: Supply Chain Management**, with the Tender Reference number included and delivered at the reception, in the NCC's tender box, at the following address:

**The National Consumer Commission
SABS Campus, Building C,
1 Dr. Lategan Road,
Groenkloof,
Pretoria**

- 18.2. Bid documents shall only be considered when received by the Commission before the closing date and time.
- 18.3. The bidder(s) are required to submit three (3) copies, being one (1) original and two (2) duplicate and submit by the closing date 15 July 2025 at 11:00 am. Each submission must be marked correctly and sealed separately for ease of reference

during the evaluation process.