LA 1.2

5/2/2/1(012)2026/2027

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND MAINTAIN AN EMAIL SECURITY SOLUTION FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF AGRICULTURE

CLOSING DATE: 04 DECEMBER 2026 @ 11:00

NB: THERE WILL BE NO BRIEFING MEETING.

TECHNICAL ENQUIRIES : Ms. A Vermaak
TEL : 012 319 6202
EMAIL : AltaV@nda.gov.za

BID RELATED ENQUIRIES : Mr. F Maseli
TEL : (012) 312 8382
EMAIL : Mbulahenima@nda.gov.za

NB : The applicable preference point system for this bid is the 80/20 preference point system. (all applicable taxes included)

NB: BID CLOSING ADDRESS:
DEPARTMENT OF AGRICULTURE, 20 STEVE BIKO ROAD, AGRICULTURE PLACE ARCADIA, PRETORIA, 0001

TECHNICAL PROPOSAL PART 1 OF 2

LA 1.1

agriculture
Department:
Agriculture
REPUBLIC OF SOUTH AFRICA

Directorate: Demand and Acquisition Management Services:
Enquiries: Mr Freddy Maseli: **Tel:** (012) 312 8382

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE

BID NUMBER: 5/2/2/1(012) 2026/2027
CLOSING TIME: **11H00** **CLOSING DATE: 04 DECEMBER 2026**

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE ACCEPTED FOR CONSIDERATION

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1. Kindly furnish us with a bid for services shown on the attached forms.

2. Attached please find the General Contract Conditions (GCC), SBD1, SBD4, SBD 5, SBD 6.1 Credit Instruction forms, terms of reference.

3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.

4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.

5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. ***(failure to comply will disqualify your proposal)***

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 11 NOVEMBER 2026

Annexure A

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.

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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 any thing 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 assistance, 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

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 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 of the 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 anti-dumping 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.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**5/2/2/1(012) 2026/2027**	**CLOSING DATE:**	**04 DECEMBER 2026**	**CLOSING TIME:**	**11:00**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND MAINTAIN AN EMAIL SECURITY SOLUTION FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF AGRICULTURE.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

DEPARTMENT OF AGRICULTURE

20 STEVE BIKO ROAD, AGRICULTURE PLACE, ARCADIA

PRETORIA

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr F Maseli**	CONTACT PERSON	**Ms. A Vermaak**
TELEPHONE NUMBER	**(012) 312 8382**	TELEPHONE NUMBER	**012 319 6202**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Mbulahenima@nda.gov.za	E-MAIL ADDRESS	AltaV@nda.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the bidder, have a relationship

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
……
……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

I, the undersigned, (name)……. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 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

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;

c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number …….. Closing date:…….

Name of bidder……

Postal address …….

……

Signature…….. Name (in print)……..

Date……..

Js475wc

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

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1. 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 tender 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;

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and

(f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -

- Before 27 April 1994; or
- On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to invitations to tender:

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

2.2 **To be completed by the organ of state**

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

b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

2.3 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.

2.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

2.5 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.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **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)**	**Percentage ownership equity (To be completed by the tenderer)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
A person historically disadvantages by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation- a) Before 27 April 1994 I. On or before 27 April 1994 and who would been entitled to acquire	8		

	citizenship by naturalisation prior to the date.			
II.	Who is female	5		
III.	Who has a disability	2		
IV.	Specific goal: Who is youth	2		
V.	Specific goal: Promotion of South African owned enterprises	3		

The number of points claimed for specific goals, are calculated as follow:

(I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:

- **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.

(II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:

- **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.

(III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:

- **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:

- **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:

- **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

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

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 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

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 the table in paragraph 2.12 above 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.

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?
(***Tick applicable box***)

YES		NO	

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: ...……%

ii) The name of the sub-contractor: ….……..

iii) Points claimed for HDI by the sub-contractor: .....……..

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm: ……...

6.2. Company registration number: ……....

6.3. 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]

6.4. 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: ……
……

agriculture
Department:
Agriculture
REPUBLIC OF SOUTH AFRICA

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND MAINTAIN AN EMAIL SECURITY SOLUTION FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF AGRICULTURE

1. **BACKGROUND**

1.1 The Department of Agriculture currently utilizes an Email Security Gateway Solution to Filter Email for Spam, Ransomware and other advanced Email Threats.

1.2 The Email Security Gateway Solution protects the DoA's office environment and the current solution licenses expires on 31 March 2027.

1.3 The Department needs an Email Security Solution to be installed and operational from 31 March 2027 for period of three (3) years.

1.4 The Department seeks to appoint a Service Provider to Supply, Deliver, Install and Maintain an Enterprise Email Security Solution for a period of three (3) years.

1.5 The Department utilizes on Premises Microsoft Exchange for all Official Email.

1.6 The Department requires the Email Security Solution to be deployed on-premises within the DoA's own environment, in a High Availability configuration, so that all email content is processed and stored within the DoA's premises in compliance with the Protection of Personal Information Act (POPIA).

1.7 The successful supplier (hereafter referred to as “the service provider”), will be responsible for the supply and delivery of goods as stipulated in this requirement.

1.8 The departments will give preference to service providers/suppliers that quote firm prices for the entire duration of the contract in terms of this quotation. ROE fluctuation should be considered in the submitted firm prices. **No price increase will be considered by the Departments in cases where firm quotation prices have been agreed upon.**

1.9 Enquiries:

- Mr Samuel Mothoane, contact numbers: 012 319 6080 /060 973-0477, email: SamuelM@nda.agric.za;
- Ms. Alta Vermaak, contact numbers: 012 319 6202 / 060 972 9533, email: AltaV@nda.agric.za;
- Mr Odwa Zingelwa, contact numbers: 012 319 6058 / 071 474 9753, email: OdwaZ@nda.agric.za;

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND MAINTAIN AN EMAIL SECURITY SOLUTION FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF AGRICULTURE

2. SCOPE OF WORK

2.1 General:

The DoA requires a service provider to supply, deliver, installation and maintain an Enterprise Email Security Solution for a period of three (3) years, covering all Technical, Functional and Licensing requirements described in this Scope of Work.

2.2 Solution Overview:

The proposed solution must be an enterprise-class, continuously updated email security platform that stops phishing, ransomware, business email compromise scams, spam and other advanced email threats before they reach the DoA's network. The solution must provide gateway-level protection for Microsoft Exchange Server, Microsoft 365, and other on-premises email platforms.

The solution must be delivered as a purpose-built, on-premises email security appliance (hardware) deployed within the DoA's environment in a High Availability configuration of no fewer than two (2) appliances (primary and secondary). The solution must integrate with the DoA's existing on-premises Microsoft Exchange environment and must be capable of operating in-line as a Mail Transfer Agent (MTA). Optional native integration with the same OEM's extended detection and response (XDR) platform is advantageous.

2.3 Technical and Functional Requirements:

2.3.1 Antivirus and Anti-Spam Filtering:

The solution must analyse all email content and attachments for viruses and threats using a combination of signature-based detection, heuristic analysis, behavioural analytics and machine learning engines. The anti-spam engine must use spam signatures, heuristic rules and email behaviour analysis to detect spam, graymail and scam messages with a high degree of accuracy.

2.3.2 Policy-Based Message Routing:

The solution must provide a feature-rich content-filtering and routing framework for on-premises and cloud email scanning. It must support designated trusted IP addresses, domain and IP address group definitions, and fully configurable policy-based routing for all inbound and outbound email traffic.

2.3.3 Reporting and Logging:

The solution must generate comprehensive system health and message traffic reports, providing graphical dashboards and activity charts for administrators. Reports must include top senders/recipients, spam and threat detection summaries, URL click tracking, policy event logs and real-time security analysis views.

The solution must additionally provide configurable, real-time system health alert rules with adjustable thresholds and notification frequencies, including (at minimum): threat detection surges, long message delivery or deferred queues, sandbox submission queue length and processing time, high CPU or memory usage, and low free disk space.

2.3.4 Inbound and Outbound Email Protection:

The solution must provide gateway-level protection for inbound and outbound email traffic, deployed upstream of the mail environment via MX record configuration to intercept and filter all email before delivery. The solution must support Microsoft Exchange Server, Microsoft 365, Google Gmail and other on-premises or cloud-based email platforms.

2.3.5 Two-Factor Authentication (2FA / MFA):

The solution must support two-factor authentication (2FA) or multi-factor authentication (MFA) for both administrator and end-user console access. Users must be required to provide a one-time password (OTP) generated by an authenticator application in addition to their standard credentials.

For both the administrator console and the End User (Quarantine) Console, support for SAML single sign-on integration — enabling multi-factor authentication to be enforced through the Department's identity provider (e.g., AD FS) — is acceptable in place of a natively generated OTP.

2.3.6 (Revised) High Availability and Message Queuing:

The solution must be deployed in a High Availability configuration to maintain mail flow during planned or unplanned appliance downtime. The High Availability capability must:

- Consist of two (2) on-premises appliances (**primary in Pretoria and secondary in Cape Town**) operating in in-line MTA mode.
- Support load distribution and failover across appliances using DNS round-robin MX records and/or an upstream load balancer, such that mail flow continues uninterrupted if any single appliance is unavailable.
- Support automatic failover of outbound mail delivery to the next-priority downstream server when the primary destination is unavailable.
- Queue messages when a downstream MTA is unavailable and automatically resume delivery upon restoration.
- Provide hardware-level redundancy on each appliance, including redundant hot-swappable power supplies and RAID-protected storage.
- Support network interface card (NIC) teaming for network path redundancy on each appliance.
- Support the definition of Edge MTA relay servers and prioritised downstream delivery for resilient mail routing.

2.3.7 Directory Integration:

The solution must support synchronization with the following directory types:

- Microsoft Active Directory (AD).
- Microsoft AD Global Catalog.

Note: Given the Department's on-premises Microsoft Exchange environment, directory synchronisation is required for on-premises Microsoft Active Directory only.

2.3.8 Advanced Threat Detection (Phishing, Graymail and Social Engineering):

The solution must detect and take action on phishing, spam, business email compromise scams, graymail and social engineering attacks. The solution must:

- Examine message content to detect inappropriate or malicious content.
- Correlate suspicious signals from multiple sources to identify phishing risks and anomalies.
- Support contextual warning banners displayed to end users on suspicious email, with explanatory text advising caution.

2.3.9 (Revised) On-Premises Custom Sandbox Analysis (Files and URLs):

The solution must perform sandbox analysis on-premises within the DoA's environment, without submitting email content to any external or cloud-based analysis service. The on-premises sandbox must:

- Use custom sandbox virtual images that precisely match the DoA's desktop configurations (operating systems, installed applications and language versions) for more accurate detection and fewer false positives.
- Allow the DoA's administrators to fully customise sandbox images without vendor intervention.
- Support both file and URL submission from within email content, including URLs embedded in email subjects, bodies and attachments.
- Support safe live-mode analysis to identify and analyse multi-stage downloads, URL redirects and command-and-control (C&C) callbacks.
- Support custom detection rules based on the YARA standard.
- Return verdicts that trigger automated policy actions (block, quarantine, strip attachment, etc.).

2.3.10 Password-Protected File Analysis:

The solution must be capable of extracting and scanning password-protected archive files and opening password-protected document files within email messages, based on user-defined or commonly used passwords, to detect malicious content or URLs embedded within those files.

Password guessing must support customisable password dictionaries, keywords derived from the message content, and multiple languages.

2.3.11 Sender Filtering:

The solution must allow administrators to manage inbound email sender lists, including the ability to allow or block senders by specific email address or entire domain, at the organizational, managed domain or individual recipient level.

2.3.12 IP Reputation Services:

The solution must utilize both a standard IP reputation database and a dynamic, real-time-updated IP reputation database to identify and block known sources of spam and malicious email traffic quickly and efficiently.

2.3.13 Email Authentication (SPF, DKIM, DMARC):

The solution must provide native support for:

- SPF (Sender Policy Framework).
- DKIM (DomainKeys Identified Mail) including DKIM signing for outbound mail.
- DMARC (Domain-based Message Authentication, Reporting and Conformance) — including the ability to define DMARC policies and take action on messages that fail authentication.

2.3.14 Machine Learning and Unknown Malware Detection:

The solution must protect against known viruses and detect new, previously unidentified or zero-day malware through:

- Advanced file feature analysis using machine learning.
- On-premises custom sandbox analysis for files and URLs (refer to Section 2.3.9).
- Integration with global threat intelligence for real-time pattern updates.

2.3.15 Data Loss Prevention (DLP):

The solution must include integrated Data Loss Prevention (DLP) capabilities to monitor and control outbound email traffic. The DLP feature must:

- Detect sensitive data (e.g., personally identifiable information, financial data, confidential documents) in email bodies and attachments.
- Enforce policy actions including block, quarantine, encrypt or alert based on configurable policies.
- Include predefined DLP compliance templates (e.g., GLBA, HIPAA, PCI-DSS, US PII), plus fully customisable DLP templates and data identifiers (regular expressions, file attributes and keyword lists) with import/export capability.

2.3.16 Email Encryption:

The solution must provide policy-driven email encryption for outbound messages, including a hosted key management service. Recipients must be able to read encrypted emails on any device using only a standard web browser, without installing additional software.

Reading encrypted email in a standard web browser on a desktop or laptop computer without additional software is required; access from mobile devices may be provided via a documented forwarding or reader mechanism.

2.3.17 Time-of-Click URL Protection:

The solution must rewrite URLs in delivered email messages and re-evaluate their safety at the time a user clicks on them. URLs determined to be malicious after initial delivery must be blocked at click time. The solution must provide reporting on URLs clicked, blocked, warned and allowed.

2.3.18 SIEM / Syslog Integration:

The solution must support forwarding of email security event logs to an external Syslog server or Security Information and Event Management (SIEM) platform for centralized log storage, monitoring and correlation.

2.3.19 Quarantine Management (Administrator and End User):

Administrators must be able to review, release or delete messages held in quarantine via an Administrator Console. End users must be able to view and manage their own quarantined messages via a dedicated End User Console, without administrator intervention.

The End User Console must support authentication via LDAP, SAML single sign-on or SMTP, and must provide an End-User Quarantine digest email with inline action links (release/delete) at configurable daily or weekly frequency.

2.3.20 Flexible Deployment Modes:

The solution must support multiple deployment modes selectable by the DoA, including: in-line Mail Transfer Agent (MTA) mode with full blocking and quarantine capability; BCC (monitor-only) mode; and SPAN/TAP (out-of-band network monitoring) mode. The solution must be able to coexist with, and operate in tandem with, existing email gateway or anti-spam solutions without requiring their replacement.

2.3.21 On-Premises Central Management and XDR Platform Integration:

The solution must provide an on-premises central management capability, from the same OEM, for managing multiple email security appliances, including consolidated policy and configuration management; consolidated detection log analysis; consolidated quarantine management across appliances; and synchronisation of suspicious-object intelligence between appliances.

The solution must provide visibility of detections mapped to the MITRE ATT&CK framework (tactics, techniques and procedures).

The solution must natively support optional integration with the same OEM's extended detection and response (XDR) platform for detection log forwarding and suspicious-object synchronisation, without requiring third-party connectors or middleware.

2.3.22 Connection-Level Attack Protection and Mail Flow Controls:

The solution must provide connection-level protection and mail flow controls, including:

- Directory Harvest Attack (DHA) protection.
- Bounce attack protection.
- SMTP traffic throttling on both an IP-address and sender basis.
- SMTP connection control with permit/deny lists by single IP address or subnet, and a configurable maximum number of simultaneous SMTP connections.

2.3.23 Policy Objects and Message Handling:

The solution must provide reusable, centrally managed policy objects, including:

- Customisable notification templates for DLP violations, spam detections, content violations and threat detections, with support for variable tokens (e.g., risk level, date/time, sender).
- A customisable replacement file automatically substituted for stripped attachments, identifying the removed attachment and detected threat.
- Customisable warning stamps insertable at the start or end of the message body, for inbound and/or outbound mail.
- Customisable time-of-click blocking and warning redirect pages (built-in or externally hosted).
- Message archiving to designated archive servers, configurable per policy.
- Reusable address groups for policy targeting.

2.3.24 Email Continuity — Message Queuing and Optional Continuity Mailbox:

The solution must queue inbound email on-premises when the downstream mail server is unavailable, and automatically resume delivery upon restoration, without loss of mail. Queue status must be visible to administrators with configurable queue-length alerts.

It will be to the bidder's advantage if the same OEM can additionally offer an optional email continuity mailbox service delivered as a cloud-hosted (SaaS) service. Because a simultaneous failure of the Department's internet lines, Microsoft Exchange environment or physical data centre would render any on-premises continuity mechanism at the same site inaccessible, this continuity service must be delivered from infrastructure outside the DoA's premises (SaaS). Where offered, the SaaS continuity service must be hosted in a data centre physically located in South Africa (POPIA data residency), and must allow end users to read,

forward, download and reply to email for a minimum of ten (10) days during an extended outage. If offered, this optional service must be priced separately in the Pricing Schedule.

2.4 User Risk Management and Human Layer Security:

2.4.1 Overview:

The proposed solution must include or be available as part of the same unified security platform, a user risk management and human layer security capability that extends protection beyond gateway filtering to address the behavioural and risk dimensions of email-borne threats. This capability must continuously assess, quantify and reduce the risk posed by user behaviour in relation to email.

This is a critical differentiating requirement. Point-solution email gateways address technical filtering only. DoA requires a solution where the email gateway, user risk intelligence and awareness training are integrated within a single platform and share a common data layer enabling risk scores derived from real email threats to directly influence training prioritization. Standalone security awareness training tools that operate independently of the email gateway cannot satisfy this requirement.

2.4.2 Continuous User Risk Assessment:

The platform must continuously calculate per-user risk scores based on observed email-related behaviours, including:

- Interactions with simulated phishing emails (link clicks, data submission).
- Platform-detected email risk events, with email gateway detections correlated and viewable alongside user risk profiles in the same OEM platform console.
- Completion or non-completion of assigned security training.
- Integration with organizational directory services for user profile enrichment and risk score trending over time.

Risk scores must be visible to administrators and must drive prioritized remediation actions, targeted training assignments and optionally access control decisions for high-risk users.

2.4.3 Phishing Simulation Campaigns:

The solution must support automated and manually scheduled phishing simulation campaigns to test user awareness and identify at-risk individuals. Requirements include:

- A library of realistic, customizable phishing simulation templates reflecting current threat landscapes (credential harvesting, invoice fraud, etc.).
- The ability to target specific individuals or groups.
- Granular tracking of user interactions: email delivery status, link clicked, credentials or data submitted, landing page visited.
- Automated follow-up notifications to users who interacted with a simulation, identifying it as a test immediately after the interaction.

- Real-time feedback to the user at the point of interaction, indicating the email was a simulation and providing immediate educational context.
- Campaign-level and individual user-level reporting: click-through rates, credential submission rates, failure trends over time.

2.4.4 Security Awareness Training:

The solution must include a security awareness training capability integrated with phishing simulation outcomes. Requirements include:

- A content library of cybersecurity awareness training modules relevant to current email threat types (phishing, social engineering, ransomware).
- Targeted enrolment of users into relevant training driven by phishing simulation failure or elevated user risk score.
- The ability to manually schedule targeted training campaigns for specific individuals or groups.
- Individual training completion tracking and progress monitoring with reminder notifications.
- Training content recommendations driven by the type and frequency of simulation failures.

2.4.5 Human Attack Surface Visibility:

The platform must provide administrators with continuous visibility into the organization's human attack surface as it relates to email, including:

- Discovery of user accounts exposed in external data breaches or dark web sources that may be leveraged to target DoA users.
- Identification of high-risk user accounts based on email behaviour, training history and threat interaction history.
- Prioritized remediation recommendations ranked by risk impact to the organization.

2.4.6 Risk Dashboard and Reporting:

The platform must provide a unified risk dashboard showing:

- Overall organizational email-related risk posture with drill-down by user, department or email domain.
- Per-user risk scores and risk trends over time.
- Phishing simulation campaign metrics: open rates, click-through rates, failure rates, training completion rates.
- Exportable reports in CSV, PDF or Excel format for compliance, governance and audit purposes.

2.4.7 Closed-Loop Integration Between Email Gateway and User Risk:

The email gateway and user risk / awareness components must operate from a shared data layer within the same platform. This integration must enable:

- Email security detections and per-user risk information to be correlated and viewable within a single console of the same OEM platform.
- Administrators to correlate email threat detections with individual user risk profiles from a single console.
- Automated policy responses triggered by user risk level, such as increased email scrutiny or additional authentication requirements for users exceeding a defined risk threshold.

2.5 Licensing, Ownership and Subscription Model:

2.5.1 Mailbox Capacity and Ownership

- The email security software must cater for year 1 must be 2,500 mailboxes.
- The email security software must cater for year 2 and year 3 must be 3,500 mailboxes,
- Licenses must be supplied for the full period of three (3) years.
- All software licenses must be registered in the name of the Department of Agriculture.

2.5.2 Unified Licensing Framework (Workable Solution):

- All capabilities described in this Scope of Work must be available under a single, unified subscription framework.
- The licensing model must be flexible, allowing the DoA to activate, adjust or expand capabilities during the contract period without requiring a new procurement process.

2.5.3 Flexible Licensing Model:

The on-premises email security appliances and their software modules must be licensed per appliance for the full contract term. The user risk management and human layer security capability (Section 2.4), delivered from the same OEM's unified security platform, must be offered on a flexible, platform-based licensing model that removes the complexity of managing multiple individual product licences across separate systems. For the platform-delivered capabilities, the DoA requires a licensing framework that:

- Consolidates all solution entitlements under a single subscription agreement rather than requiring separate licences, contracts or procurement processes per feature or capability.
- Allows entitlements to be dynamically allocated and reallocated across different security capabilities during the contract period as organisational priorities evolve, without requiring a new procurement process or contract amendment.
- Enables the DoA to progressively activate additional security capabilities from within the same platform and subscription using existing entitlements.
- Provides transparent, real-time visibility into licence consumption and available capacity via a built-in management dashboard.

2.6 Appliance Hardware, Capacity and Warranty:

The proposed appliances must meet the following minimum requirements:

- Purpose-built email security appliances supplied by the OEM (hardware appliance), or OEM-certified virtual appliances deployable on the DoA's existing environment and must be compatible with VMware ESXi, Microsoft Hyper-V infrastructure and Data centre stack(DCS).
- Two (2) appliances (primary and secondary) deployed in a High Availability configuration.
- Mail processing capacity of no less than 400,000 email messages per day per appliance.
- Hardware appliances must include RAID-protected storage, redundant hot-swappable power supplies, and a dedicated out-of-band management port.
- Hardware appliances must carry a minimum three (3) year OEM hardware warranty covering the full contract period.
- On-premises sandbox analysis capacity must support the DoA's mail volume for 3,500 mailboxes without routing content to external services.

3. PAYMENT TERMS AND CONDITIONS

3.1 Payment for equipment supplied by the appointed service provider will normally be made within 30 days after receipt of an original invoice, subject to satisfactory delivery and successful installation of the equipment as outlined in the Terms of Reference.

3.2 The service provider must provide quarterly on-site visits to the DoA's Pretoria offices.

3.3 Provide cost for 300 hours ad hoc (time and material) support for three years.

3.4 Support should be for 100 hours per year. Hours not used within a specific year, must still be available in the following year(s).

3.5 On-site visits and ad hoc (time and material) support will only be paid after it was provided.

3.6 Specify prices for once off payment of software in advance, as well as annual payment of software.

NB: DoA reserves the right to decide what option will be used in the pricing schedule
- option 1: Once off payment for three years
- option 2: Annually payment for three years pricing schedule

4. ONSITE SKILLS TRANSFER TRAINING

4.1 In-house training/skills transfer for 2 X DoA ICT Officials, total 104 hours per year.

5. WORKABLE SOLUTION:

5.1 Project management with complete documentation of the solution (test, sign-off, and handover).

5.2 Solution design documentation (Solution Installation and Configuration, Onsite installation and start-up services as per the design).

6. DELIVERY AND INSTALLATION ADDRESSES:

6.1 Pretoria (Gauteng) delivery and installation of Primary Email Security Applince:

Department of Agriculture
Harvest House Building
30 Hamilton Street
Acardia
Pretoria

6.2 Stellenbosch (Western Cape) delivery and installation of Secondary Email Security Appliance:

Department of Agriculture
APIS Building, Plant Quarantine Station
Polka Draai Street (R310), Farm 183
Portion 17 of Stellenbosch Road
Stellenbosch
Western Cape

7 MANDATORY REQUIREMENTS

NB: Bidders that do not adhere to all of the below-mentioned requirements will be disqualified.

7.1 The bidder must complete the prescribed **Pricing Schedule (SBD 3.3)** in full.

7.2 The bidder must submit a fully completed **Annexure A: Declaration of Compliance** and failure to indicate compliance to each of the requirements as per **Annexure A**, will result in the bid to be rejected.

7.3 The bidder must be an authorized **OEM Partner or Reseller** of the proposed email security solution. A valid **Certificate or Letter of Authorization** issued by the OEM confirming that the bidder is a partner/reseller must be submitted. The Certificate/Letter must be in the name of the bidding entity.

7.4 The Bidder must **attach two (2) curriculum vitae (CV) and product Certification of the Engineers in Email Security Solution** who will be doing the installation and the support for the department.

7.4.1 CVs must indicate a minimum of three years relevant experience on email security solution.

7.5 The bidder must **submit an official brochure(s)** that show the information as per paragraph 7.5.1 and 7.5.2 and picture of the solutions, required in Section 2 (**Scope of Work)**, as proof that the partner offers the correct Solution,

7.5.1 The proposed solution must include a user risk assessment and security awareness training capability natively integrated within the same platform as the email gateway not a separate, standalone third-party tool.

7.5.2 The proposed solution must be deployed **on-premises** in a High Availability configuration (two appliances), with sandbox analysis performed on-premises using sandbox images.

8. ANNEXURE A — DECLARATION OF COMPLIANCE

NAME OF COMPANY: _____

Contact details – Contact Person: _____

Contact details Email: _____

Contact details Telephone / Cellular: _____

DECLARATION

Bidders who do not comply with the requirements below will be disqualified.

Description	**Comply**		
	Yes	**No**	**Remarks**
The bid complies with each and every technical and functional requirement as specified in Section 2 (Scope of Work), 2.1 to 2.6.			
The bidder holds a valid OEM Partner/Reseller Authorization Certificate at the time of bid submission. The certificate is in the name of the bidding entity.			
The proposed solution includes a user risk assessment and security awareness training capability natively integrated within the same platform as the email gateway, not a separate standalone third-party tool.			
The proposed solution must be deployed on-premises in a High Availability configuration (minimum two appliances), with sandbox analysis performed on-premises using sandbox images.			

9. EVALUATION IN TERMS OF PREFERENCE POINTS SYSTEM.

9.1. POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

9.2. POINTS AWARDED FOR SPECIFIC GOALS

9.2.1. 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.

9.2.2. 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— 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

9.2.3. 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 bidders: The bidder must indicate how they claim points for each preference point system.

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND MAINTAIN AN EMAIL SECURITY SOLUTION FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF AGRICULTURE

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
Who is female	5		
Who has a disability	2		
Specific goal: Who is youth	2		
Specific goal: Locality (Promotion of SA owned enterprises)	3		

Specifications approved by



……

Chairperson: Olebogeng Thage

Date: 29 October 2026

LA 1.2

5/2/2/1(012)2026/2027

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND MAINTAIN AN EMAIL SECURITY SOLUTION FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF AGRICULTURE.

CLOSING DATE: 04 DECEMBER 2026 @ 11:00

NB: THERE WILL BE NO BRIEFING MEETING.

TECHNICAL ENQUIRIES : Ms. A Vermaak
TEL : 012 319 6202
EMAIL : AltaV@nda.gov.za

BID RELATED ENQUIRIES : Mr. F Maseli
TEL : (012) 312 8382
EMAIL : Mbulahenima@nda.gov.za

NB : The applicable preference point system for this bid is the 80/20 preference point system. (all applicable taxes included)

NB: BID CLOSING ADDRESS:
DEPARTMENT OF AGRICULTURE, 20 STEVE BIKO ROAD AGRICULTURE PLACE ARCADIA , PRETORIA, 0001

FINANCIAL PROPOSAL PART 2 OF 2

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of bidder……	Bid number
Closing Time 11:00 **am Telkom time**	Closing date:

OFFER TO BE VALID FOR **90 DAYS (UNTIL …….. 2026)** FROM THE CLOSING DATE OF BID.

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND MAINTAIN AN EMAIL SECURITY SOLUTION FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF AGRICULTURE

- Bidders must complete all the necessary bid forms and undertakings, which normally or otherwise accompany a government bid, including this SBD 3.1 Pricing Schedule.
- Bidders may bid (i.e. provide details) to supply Enterprise Email Security Solution, software licenses and support for the Department of Agriculture for period of three (3) years, in which case the Pricing Schedule for Email Security Solution must be completed
- All prices must include VAT.
- Specify costs for both options, i.e. Once off payment of software in advance, and Annual payment of software.
- Indicate costs for every item in every block. If there is no cost to the item, indicate cost as R…….0,00
- Service providers are welcome to add an Annexure with a more comprehensive cost breakdown; however the following minimum prices / costs have to be provided:

PRICING SCHEDULE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND MAINTAIN AN EMAIL SECURITY SOLUTION FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF AGRICULTURE

CEILING PRICE FOR ENTERPRISE EMAIL SECURITY SOLUTION:

Option 1: Once off payment of software in advance, payment of quarterly site visits & support after it was provided

Description	Qty	Unit price	Cost year 1	Cost year 2	Cost year 3	Total Costs for period of 3 Years (36 Months)
Software Module 1: Advanced Threat Protection (ATP) Malware scanning, on-premises custom sandbox (Virtual Analyzer) with customisable images, predictive machine learning, YARA rules, password-guessing file analysis and time-of-click URL protection — license per appliance for 3 years (36 months).	Yr 1: 2 500 Yr 2 & 3: 3 500	Year 1: R…….. Year 2: R…… Year 3: R……	R……			R……
Software Module 2: Email Gateway Module Anti-spam and graymail protection, sender filtering (email reputation, DHA protection, bounce attack protection, SMTP traffic throttling), content filtering, Data Loss Prevention, email encryption, End-User Quarantine and DKIM signing — license per appliance for 3 years (36 months).	Yr 1: 2 500 Yr 2 & 3: 3 500	Year 1: R…….. Year 2: R…… Year 3: R……	R……			R……
On-Premises Email Security Appliances Purpose-built email security appliances (hardware) deployed on-premises in a High Availability configuration (Primary and Secondary), including on-premises sandbox analysis, minimum three (3) year OEM hardware warranty and OEM support for 3 years (36 months).	2	R……	R……			R……
On-Premises Central Management	1	R……	R……			R……
User Risk Management and Security Awareness Same-OEM platform capability providing phishing simulation, security awareness training, human attack surface visibility and user risk dashboards for 2 500 (year 1) and 3 500 (year 2 & 3) users, 3 years (36 months) refer to Scope of Work Section 2.4	Yr 1: 2 500 Yr 2 & 3: 3 500	Year 1: R…….. Year 2: R…… Year 3: R……	R……			R……

PRICING SCHEDULE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND MAINTAIN AN EMAIL SECURITY SOLUTION FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF AGRICULTURE

Description	Qty	Unit price	Cost year 1	Cost year 2	Cost year 3	Total Costs for period of 3 Years (36 Months)
Email Continuity Mailbox Service (SaaS) Cloud-hosted (SaaS) OEM email continuity mailbox service, hosted in a data centre physically located in South Africa, allowing end users to read, forward, download and reply to email for a minimum of ten (10) days during an extended outage of the DoA's internet lines, Exchange environment or physical data centre (refer to Scope of Work Section 2.3.24).	Yr 1: 2 500 Yr 2 & 3: 3 500	Year 1: R…….. Year 2: R…… Year 3: R……	R……	[redacted]	[redacted]	R……
Harvest House Building, Pretoria, Gauteng Implementation Services (once-off) Project Plan, Configuration, Installation and Implementation onsite for Email Security Solution (On-Premises Email Security Primary Appliance installation including on-premises sandbox analysis in Harvest House Building, Pretoria, Gauteng)	1	R……	R……	[redacted]	[redacted]	R……
Stellenbosch, Western Cape Implementation Services (once-off) Project Plan, Configuration, Installation and Implementation onsite for Email Security Solution (On-Premises Email Security Secondary Appliance installation including on-premises sandbox analysis in Stellenbosch, Western Cape)	1	R……	R……	[redacted]	[redacted]	R……
Quarterly site visits (96 hours)	32 h / year	R……	R……	R……	R……	R……
Ad hoc SUPPORT: Ad Hoc (i.e. as needed / when requested) Support on a time and material basis (300 hours)	100 hrs / year	R……	R……	R……	R……	R……

PRICING SCHEDULE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND MAINTAIN AN EMAIL SECURITY SOLUTION FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF AGRICULTURE

Description	Qty	Unit price	Cost year 1	Cost year 2	Cost year 3	Total Costs for period of 3 Years (36 Months)
TRAINING: Specialized Training for two (2) DoA ICT Officials to enable them to fully operate and manage the Email Security Solution.	104 hours / year	R……	R……	R……	R……	R……
Subtotal for 3 years (36 months)			R……	R……	R……	**R……**
VAT @ 15%			R……	R……	R……	**R……**
Total VAT inclusive cost for 3 years with once off payment of software			R……	R……	R……	**R……**

PRICING SCHEDULE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND MAINTAIN AN EMAIL SECURITY SOLUTION FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF AGRICULTURE

Option 2: Annual payment of software in advance, payment of quarterly site visits & support after it was provided

Description	Quantity	Unit price	Cost year 1	Cost year 2	Cost year 3	Total Costs for period of 3 Years (36 Months)
Software Module 1: Advanced Threat Protection (ATP) Malware scanning, on-premises custom sandbox (Virtual Analyzer) with customisable images, predictive machine learning, YARA rules, password-guessing file analysis and time-of-click URL protection — licence per appliance for 3 years (36 months).	Yr 1: 2 500 Yr 2 & 3: 3 500	Year 1: R…… Year 2: R…… Year 3: R……	R……	R……	R……	R……
Software Module 2: Email Gateway Module Anti-spam and graymail protection, sender filtering (email reputation, DHA protection, bounce attack protection, SMTP traffic throttling), content filtering, Data Loss Prevention, email encryption, End-User Quarantine and DKIM signing — license per appliance for 3 years (36 months).	Yr 1: 2 500 Yr 2 & 3: 3 500	Year 1: R…… Year 2: R…… Year 3: R……	R……	R……	R……	R……
On-Premises Email Security Appliances Purpose-built email security appliances (hardware) deployed on-premises in a High Availability configuration (Primary and Secondary), including on-premises sandbox analysis, minimum three (3) year OEM hardware warranty and OEM support for 3 years (36 months).	2	R……	R……	R……	R……	R……
On-Premises Central Management	1	R……	R……	R……	R……	R……
User Risk Management and Security Awareness Same-OEM platform capability providing phishing simulation, security awareness training, human attack surface visibility and user risk dashboards for 2 500 (year 1) and 3 500 (year 2 & 3) users, 3 years (36 months) refer to Scope of Work Section 2.4	Yr 1: 2 500 Yr 2 & 3: 3 500	Year 1: R…… Year 2: R…… Year 3: R……	R……	R……	R……	R……

PRICING SCHEDULE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND MAINTAIN AN EMAIL SECURITY SOLUTION FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF AGRICULTURE

Description	Quantity	Unit price	Cost year 1	Cost year 2	Cost year 3	Total Costs for period of 3 Years (36 Months)
Email Continuity Mailbox Service (SaaS) Cloud-hosted (SaaS) OEM email continuity mailbox service, hosted in a data centre physically located in South Africa, allowing end users to read, forward, download and reply to email for a minimum of ten (10) days during an extended outage of the DoA's internet lines, Exchange environment or physical data centre (refer to Scope of Work Section 2.3.24).	Yr 1: 2 500 Yr 2 & 3: 3 500	Year 1: R…….. Year 2: R…… Year 3: R……	R……	R……	R……	R……
Harvest House Building, Pretoria, Gauteng Implementation Services (once-off) Project Plan, Configuration, Installation and Implementation onsite for Email Security Solution (On-Premises Email Security Primary Appliance installation including on-premises sandbox analysis in Harvest House Building, Pretoria, Gauteng)	1	R……	R……	[redacted]	[redacted]	R……
Stellenbosch, Western Cape Implementation Services (once-off) Project Plan, Configuration, Installation and Implementation onsite for Email Security Solution (On-Premises Email Security Secondary Appliance installation including on-premises sandbox analysis in Stellenbosch, Western Cape)	1	R……	R……	[redacted]	[redacted]	R……
Quarterly site visits (96 hours)	32h / year	R……	R……	R……	R……	R……
Ad hoc SUPPORT: Ad Hoc (i.e. as needed / when requested) Support on a time and material basis (300 hours)	100 hrs / year	R……	R……	R……	R……	R……

PRICING SCHEDULE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND MAINTAIN AN EMAIL SECURITY SOLUTION FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF AGRICULTURE

Description	Quantity	Unit price	Cost year 1	Cost year 2	Cost year 3	Total Costs for period of 3 Years (36 Months)
TRAINING: Specialized Training for two (2) DoA ICT Officials to enable them to fully operate and manage the Email Security Solution.	104 hours / year	R……	R……	R……	R……	R……
Subtotal for 3 years (36 months)			R……	R……	R……	**R……**
VAT @ 15%			R……	R……	R……	**R……**
Total VAT inclusive cost for 3 years for annual software payment			R……	R……	R……	**R……**

Approval

Pricing schedule is approved as follows:

Name & Surname	Signature
Name: Olebogeng Thage BSC Chairperson	Approved / ~~Not Approved~~ 29 October 2026 Date: