DLRRD (CRD- 15) 2026/27

THE PROCUREMENT OF CYBERSECURITY SERVICES FOR THE OFFICE OF CHIEF REGISTRAR OF DEEDS FOR A PERIOD OF 36 MONTHS

KINDLY TAKE NOTE THAT THERE IS A NON-COMPULSORY BRIEFING SESSION FOR THIS BID

DATE: 08 DECEMBER 2026

TIME: 12:30

VIA TEAMS:

https://teams.microsoft.com/meet/3277972601285820?p=Wmx9jD05cSp8hgaVg8

For Bid Technical enquiries:

Mr. Dumisani Nodada

Tel: 076 327 9454
E-mail: dumisani.nodada@deeds.gov.za

For SCM Bid Administration enquiries

Ms. Mmabatho Mafa

Tel: 012 338 7381
E-mail: mmabatho.mafa@deeds.gov.za

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

2030 NDP

OFFICE OF THE CHIEF REGISTRAR OF DEEDS
Directorate: Supply Chain and Facilities Management Services
Private Bag X918, PRETORIA, 0001; TEL: (012) 337 9337 FAX: (012) 338 7277 WEB: www.dalrrd.gov.za

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

BID NO: DLRRD (CRD-15) 2026/27 **CLOSING TIME:** 11:00 **CLOSING DATE:** 14 JANUARY 2027

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE 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:

2.1	Authority to Sign the Standard Bidding Documents (SBDs) on behalf of an Entity	…….	Page 3 - 4
2.2	Invitation to Bid - SBD 1	…….	Page 5 - 6
2.3	Pricing Schedule (Services) – SBD 3.3	…….	Page 7
2.4	Declaration of Interest – SBD 4	……..	Page 8 - 10
2.5	Preference Points Claim Form – SBD 6.1	……..	Page 11 - 17
2.6	Supplier Maintenance (Bank Details) Form	…….	Page 18 - 19
2.7	Terms of Reference (TOR)	…….	Page 20 - 37
2.8	General Conditions of Contract (GCC)	…….	Page 38 - 52

3. 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.

4. The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. 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.

Bid proposals must be deposited into the Into the Tender/ Bid Box situated at Department of Land Reform and Rural Development: 600 Lilian Ngoyi Street, Pretoria, 0001 by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender/ Bid Box on the closing date and time will not be considered.

Yours faithfully

MS L LERIBA
(A) DEPUTY DIRECTOR: DEMAND AND ACQUISITION MANAGEMENT
DATE: 27 NOVEMBER 2026

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBDs) ON BEHALF OF AN ENTITY.

Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearlystated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture."

AUTHORITY OF SIGNATORY

Signatories for companies, close corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *26 May 2021,*

MR A.F JONES
has been duly authorized to sign all documents in connection with

BID No. DLRRD (CRD-15) 2026/27, and any contract which may arise there from,

on behalf of *MABEL HOUSE (Pty) Ltd.*

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of *A.F Jones)*

As witnesses:

1. . . . . . .
2. . . . .

Signature of person authorized to sign the tender: . . . . . .

Date: . . . . . .

SAMPLE

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
BID NUMBER:	DLRRD (CRD-15) 2026/27	CLOSING DATE:	14 JANUARY 2027	CLOSING TIME:	11:00
DESCRIPTION	**THE PROCUREMENT OF CYBERSECURITY SERVICES FOR THE OFFICE OF CHIEF REGISTRAR OF DEEDS FOR A PERIOD OF 36 MONTHS**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

600 LILIAN NGOYI STREET, PRETORIA

2001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Ms. M Mafa**	CONTACT PERSON	**Mr. D Nodada**
TELEPHONE NUMBER	**012 338 7381**	TELEPHONE NUMBER	**076 327 9454**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	Mmabatho.mafa@deeds.gov.za	E-MAIL ADDRESS	dumisani.nodada@deeds.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

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐ Yes ☐ No [IF YES, ANSWER 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, 2017, 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: ……...

Name of Bidder: ……

TERMS OF REFERENCE FOR PROCUREMENT OF CYBERSECURITY SERVICES FOR THE OFFICE OF CHIEF REGISTRAR OF DEEDS FOR A PERIOD OF 36 MONTHS

PRICING SCHEDULE [SBD 3.3]

PRICING SCHEDULE
(Professional Services)

NAME OF SERVICE PROVIDER: ……

BID NO: DLRRD (CRD-15) 2026/27 **CLOSING DATE:** 14 JANUARY 2027 **CLOSING TIME:** 11:00

BID OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

1. The accompanying information must be used for the formulation of proposals.

TOTAL BID PRICE: **R…** …… **(VAT Incl.)**

No	Description	Unit of Measure	Quantity	Total Cost (ZAR) Excluding VAT
1.	Cyber security services for the chief registry for a period of 36 months (including all items on the scope of work)	Year 1	1	
2.	Cyber security services for the chief registry for a period of 36 months (including all items on the scope of work)	Year 2	1	**R**
3.	Cyber security services for the chief registry for a period of 36 months (including all items on the scope of work)	Year 3	1	**R**
	SUB TOTAL			**R**
	VAT			**R**
	TOTAL			**R**

Bid Initials ……

Bid's Signature……

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

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)**
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality	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: ……
……

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

SUPPLIER MAINTENANCE

System User Only
Captured By:
Captured Date:
Authorized By:
Date Authorized:
Safety Web Verification
☐ YES ☐ NO

BAS ☐ **LOGIS** ☐

Office

The Director General: Department of Land Reform and Rural Development

I/We hereby request and authorize you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.
I/we understand that the credit transfers hereby authorized will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).
I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.
This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post. Please ensure information is valid as per required bank screens.
I/We understand that bank details provided should be exactly as per the records held by the bank.
I/We understand that the Department will not assume responsibly for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	
Trading Name	
Tax number	
Vat Number	
Title	
Initials	
First Names (as per id)	
Surname	

Address Detail	
Postal Address Line 1	
Postal Address Line 2	
Physical Address Line 1	
Physical Address Line 2	
Postal Code	

☐ New Supplier Information ☐ Update Supplier Information

Supplier Type
☐ Individual ☐ Department
☐ Company ☐ Trust
☐ CC ☐ Other
☐ Partnership

Department Number

Other Specify

Supplier Account Details	
(This field is compulsory and should be completed by a bank official from the relevant bank).	
Account Name	
Account Number	
Branch Name Branch Number	
Account Type	☐ Cheque/Current Account ☐ Savings Account Transmission ☐ Account Bond Account ☐ Other (Please Specify) ☐
ID Number	
Passport Number	
Company Registration Number	
*CC Registration	
* Please include CC/CK where applicable	
Practise Number	
When the bank stamps this entity maintenance form they confirm that all the Information completed by the entity is correct.	**Bank stamp** It is hereby confirmed that this detail have been verified against the following screens **ABSA**-CIF screen **FNB**-Hogan's system on the CIS4 **STD** Bank-Look-up-screen **Nedbank**- Banking Platform under the Client Details Tab

Contact Details			
Business			
Home Fax	*Area Code*	*Telephone Number*	*Extension*
Cell	*Area Code*	*Telephone Number*	*Extension*
	Area Code	*Telephone Number*	
	Cell Code	*Cell Number*	
E-mail Address			
Contact Person			

	Supplier details	Departmental sender details
Signature		
Print Name		
Rank		
Date (dd/mm/yyyy)		

Address *of Agriculture, Land Reform and Rural Development Office where form is submitted from*:

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Private Bag X918, Pretoria, 0001; 20 Steve Biko Street, Agri Place, Arcadia, Pretoria, 0002;
Tel: 012 338 9337.

TERMS OF REFERENCE FOR PROCUREMENT OF CYBERSECURITY SERVICES FOR THE OFFICE OF CHIEF REGISTRAR OF DEEDS FOR A PERIOD OF 36 MONTHS

1 INTRODUCTION

1.1 The Office of the Chief Registrar of Deeds under the Department of Land Reform and Rural Development hereby invites bidders to provide Cyber Security Services. Cybersecurity threats continue to increase in complexity, including ransomware, supply-chain attacks, insider threats, advanced persistent threats (APTs), and cloud vulnerabilities. As the Deeds Registration Trading Entity (DRTE) digitizes its operations and services country-wide, the need for an integrated, modern, and proactive cybersecurity solution aligned to global standards (ISO 27001:2022, NIST CSF 2.0, CIS Controls, Zero-Trust Architecture, POPIA, DPSA Corporate Governance ICT Framework) becomes critical.

2 BACKGROUND

2.1 The Department is currently undertaking significant digital transformation initiatives. The DRTE is developing the Electronic Deeds Registration System (eDRS), an enormous and disruptive undertaking for property and land registration in South Africa. Parallel to this, the wider Department is engaged in transforming departmental processes to move from paper-based to electronic environments.

The Deeds Trading Entity network infrastructure is composed of Cisco and Extreme switches, Wireless Access Points, Wireless Controller which are currently obsolete, the entity is currently undergoing a network refresh to upgrade the network infrastructure and compatibility with the wider industry is recommended. The cybersecurity project from part of DRTE's broader I.T modernisation strategy encompassing infrastructure and network revamp/refresh projects and therefore requires robust AI integration and cloud modernization integration.

2.2 Deeds Registration Trading Entity seeks a **comprehensive, managed cybersecurity solution**. The tender seeks to appoint a service provider capable of delivering enterprise-wide endpoint protection, security monitoring, vulnerability management, penetration testing, patch management, next generation firewall, user awareness training, and ongoing support.

2.3 The environment comprises of endpoint devices and users, requiring continuous protection against modern cyber threats and compliance with recognised international security standards as well as improved visibility across the IT infrastructure. The appointed bidder will be expected to provide a fully managed, scalable, interoperable and resilient cybersecurity service for a period of 36 months**.**

2.4 The objective is to recruit a cybersecurity provider to perform full ICT cybersecurity risk assessment, update the cyber security policy in accordance with internal (departmental and national) and internationally recognized standards and practices implement and rollout the solution as per the assessment.

3 OBJECTIVES

3.1 The objectives of the Cyber security services are to achieve the set target of cyber security score (85%) as outlined by oversight bodies (DPSA).

3.2 Compliance with industry legislations i.e. Protection of Personal Information Act; Promotion of Access to Information Act; Electronic Communications and Transactions Act; Cybercrimes Act; RICA; National Archives and Records Service requirements

4. SCOPE OF WORK

The scope of work includes but is not limited to provisioning of software technology tools, deployment, configuration and management of services. The cybersecurity service must enable the department to retain some of these technologies after the lapse of the contract.

Where technology provision is covered under M365 E5 licensing, integration must be implemented.

4.1 Endpoint Protection

- Provision of a managed **Next-Generation Antivirus (NGAV), Endpoint Detection and Response (EDR), and Extended Detection and Response (XDR)** solution.

- Coverage for all **endpoint devices (including kiosk machines),** (computers, servers, kiosk machine and mobile phones). The Entity has one thousand three hundred (1300) number of endpoint devices (current and future).
- The endpoint protection must be compatible with Microsoft 365 E5 and integration with (Intune and other technologies).
- The endpoint protection software must come with a 3-year license or perpetual license and must indicate the licensing model (i.e. device per license or quantity-based licensing).
- Centralised management, monitoring, and reporting.

4.2 SOC-as-a-Service

- Provision of **24/7/365 Security Operations Centre (SOC)** monitoring
- Real-time threat detection, analysis, incident response (resolution)
- Incident reporting and monthly security dashboards
- Provide entity with access to the reporting functionality (dashboard) and support exporting to Csv, pdf or any other industry compatible format

4.3 Security Information and Event Management (SIEM)

- Centralised log collection, correlation, and analytics
- Integration with endpoint, SOC, and other security components
- Compliance and audit-ready reporting
- The SIEM must be compatible to collect logs at minimum from switches, wireless controller, servers, endpoint devices for audit purposes
- Provide entity with access to the reporting functionality (dashboard) and support exporting to Csv, pdf or any other industry compatible format

4.4 Patch Management

- Automated patch scanning and vulnerability identification
- Centralised patch deployment and monitoring
- Reporting on patch compliance and remediation status for all managed devices
- At minimum the, the patch management scope must cover at minimum servers, switches, wireless controllers, access points and end point devices (computers)
- All patches must first be tested in a test environment prior to deployment to production
- Patch management must be carried out on monthly basis in line with the Entity patch management policy and vendor lifecycle
- Compatibility check must be maintained prior to patch deployment to production and maintain a roll back plan.

4.5 Vulnerability Tool and Assessment

- The service must include a vulnerability tool that will be licensed with vendor for a period of 3 years
- The service provider in collaboration with entity must conduct a comprehensive network and system vulnerability scanning
- **Bi-annual assessments each year** (twice per year)
- Provide a risk-based reporting with remediation recommendations and implementation where applicable.
- Vulnerability tool to identify, assess, and monitor security weaknesses within systems, networks, and applications.

4.6 Penetration Testing

- Execution of **three (3) penetration tests** during the contract period
- The penetration test must cover internal and external loopholes
- Detailed technical and executive reports, including remediation recommendations and implementation where applicable.

4.7 User Education and Awareness

- Provision of cybersecurity awareness and training programmes including (ad hoc phishing simulation tests and online awarenesses (posters), virtual sessions (quarterly)
- Coverage for approximately all DRTE users
- Built-in education modules, phishing simulations, and improve cyber security maturity level of Deeds users

4.6 Cyber security service, deployment and configuration

- The service provider will provide the above service for a duration of 36 months, including once off deployment and configuration of (end point protection and vulnerability tool) and adhere to Service level management standards.

4.7 Monitoring of existing Firewall

DRTE is currently using F5 firewall which monitor and manages access to the critical systems and application. The recommended bidder will be required to do at minimum the following:

- Review current firewall controls and make recommendations
- Logging and monitoring

- Patch management (firmware upgrade as per vendor release)
- Security checks

NB: the bidder must be capable to monitor future next generation firewall upgrade that may be implemented within the duration of this contract.

5. REPORTING REQUIREMENTS/DELIVERABLES

The Service Provider will need the following reporting requirements/deliverables, but not limited to:

5.1 *Inception report*.

The inception report should mainly include how the service provider is going to implement the ToRs, a refined methodology to be adopted; action plan; expectations from DRTE; and the preferred payment schedule.

The inception report to tell us how they will the service provider measure our Cyber Security maturity level.

5.2. Monthly progress reports.

5.3. Vulnerability assessment technical review report.

5.4. Technical Incident Response review report.

5.5. Any other report, as required.

6. CONFIDENTIALITY

By accepting to take part in the invitation, you agree to keep in confidence all information provided to you, whether written or oral, in relation to the invitation and/or in relation to DRTE's business generally which is not already in the public domain, to use it only for the purposes of this bid and for no other reason and not to disclose any of the said information to any third party.

The recommended service provider will be required to sign the Non-disclosure Agreement (NDA).

7. PROJECT DURATION

7.1 The duration of the contract will be for a period of (36) months commencing from the date of appointment and issue of the purchase order. The recommended bidder will be required to sign the Service Level Agreement (SLA) with the Department within thirty (30) days.

8. MANDATORY REQUIREMENTS

Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

8.1 Bidders are required to be registered on the Central Supplier Database (CSD), and the Department of Land Reform and Rural Development shall verify the bidder's tax compliance status through the Central Supplier Database. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database, and their tax compliance status will be verified through the Central Supplier Database. It is therefore a condition of this bid that the tax matters of the recommended bidder be in order upon award. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant.

8.2 Bidders must provide a valid accreditation or partnership with OEM for procurement of software's and licenses (vulnerability tool and End Point protection software).

8.3 The bidder must provide proof of authorisation to sign the Standard Bidding Documents

9. EVALUATION CRITERIA

9.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

9.2 This bid shall be evaluated in two stages. On first stage bids will be evaluated on functionality. The second stage of the evaluation will be done in accordance with 80/20 preference points system.

9.3 Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

9.4 The evaluation of the functionality will be evaluated individually by members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

9.5 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

EVALUATION CRITERIA	GUIDELINES FOR CRITERION APPLICATION	WEIGHT
1. ABILITY AND CAPABILITY	**Company Experience**: experience of the company in Cybersecurity implementation with a minimum of three (3) cyber security service rendered at a value of R1M for each project. The content of the reference letters/testimonials must indicate the following: ▪ **Type of services rendered:** The reference letters must provide a clear and detailed description of the services provided. o The services must relate to the successful implementation of Cybersecurity. o The letter must affirm that the company embarked on a cyber security project successfully including but not limited to (Endpoint protection, Patch Management, Vulnerability testing, penetration testing, SOC, SIEM) ***NB: All three letters must have successfully covered the 6 critical areas highlighted above*** o The value of the project *Signed reference letters on company letterheads from the mentioned references confirming previous/current successful implementations should contain the following detail: client's company name, name of person who may be contacted and telephone number, description of services and an indication of whether the project was successful.* **NB: Contracts, Service Level Agreements, Appointment Letters and Purchase Orders will not be considered as proof of experience.**	45%

EVALUATION CRITERIA	GUIDELINES FOR CRITERION APPLICATION	WEIGHT
	Project Team Details: Bidder resource capacity: The bidder must supply details of key resources to be utilised in the project implementation and confirmation of appointment to the company in the form of (appointment letters) Key Resource Details: 1. Project Manager for implementation. Attach detailed CVs with skills, qualifications (project management qualification/certification) and experience in project management in Information Technology environment 2. 2 x Technical support/resources Attach detailed CVs with skills, accredited security qualification by ISC2, CompTIA, ISACA, EC-Council, GIAC / SANS, and cloud providers like Microsoft and experience in Information Technology Security or related Cyber Security environment.	45%
2. CYBER SECURITY IMPLEMENTATION PLAN	**Detailed cyber security implementation plan:** The bidder must provide comprehensive cyber security implementation plan detailing the scope of work, proposed work schedule/duty sheet/project plan with clear milestones and service standard matrix and timeframes for a period of 36 months	10%
TOTAL		**100 %**

10. EVALUATION GUIDELINE

10.1 All service providers who score less than sixty (60) out of hundred (100) points for functionality will not be considered further as they will be regarded as submitting a non-responsive proposal and will be disqualified.

12.2 Only bids that are compliant will be evaluated further in accordance with the 80/20 preference points system.

Evaluation Scoring criteria

The applicable values that will be utilized when scoring each criterion range from:

1= Poor, 2=Average, 3 = Good, 4= Very Good & 5 = Excellent

SCORING CRITERION	1. POOR	2. AVERAGE	3. GOOD	4. VERY GOOD	5. EXCELLENT
Company Experience: experience of the company in Cybersecurity implementation with a minimum of three (3) cyber security service rendered at a value of R1M for each project. The content of the reference letters/testimonials must indicate the following: ▪ **Type of services rendered:** The reference letters must provide a clear and detailed description of the services provided. o The services must relate to the successful	1 project Information Technology Security or related Cyber Security projects have been successfully implemented.	2 Information Technology Security or related Cyber Security projects successfully implemented	3 Information Technology Security or related Cyber Security projects successfully implemented. and All three letters must have successfully covered the 6 critical areas (Endpoint protection, Patch Management, Vulnerability testing, penetration testing, SOC, SIEM)	4-5 Information Technology Security or related Cyber Security projects successfully implemented and All three letters must have successfully covered the 6 critical areas (Endpoint protection, Patch Management, Vulnerability testing, penetration testing, SOC, SIEM)	6 or more Information Technology Security or related Cyber Security projects successfully implemented. and All three letters must have successfully covered the 6 critical areas (Endpoint protection, Patch Management, Vulnerability testing, penetration testing, SOC, SIEM)

SCORING CRITERION	1. POOR	2. AVERAGE	3. GOOD	4. VERY GOOD	5. EXCELLENT
implementation of Cybersecurity. ○ The letter must affirm that the company embarked on a cyber security project successfully including but not limited to (Endpoint protection, Patch Management, Vulnerability testing, penetration testing, SOC, SIEM) ***NB: All three letters must have successfully covered the 6 critical areas highlighted above*** ○ The value of the project *Signed reference letters on company letterheads from the mentioned references confirming previous/current successful implementations should contain the following detail: client's company name, name of person who*					Including integration with Microsoft M365 Environment

SCORING CRITERION	1. POOR	2. AVERAGE	3. GOOD	4. VERY GOOD	5. EXCELLENT
may be contacted and telephone number, description of services and an indication of whether the project was successful. **NB: Contracts, Service Level Agreements, Appointment Letters and Purchase Orders will not be considered as proof of experience.**					
Project Team Details: Bidder resource capacity: The bidder must supply details of key resources to be utilised in the project implementation and confirmation of appointment to the company in the form of (appointment letters) Key Resource Details: 3. Project Manager for implementation. Attach detailed CVs with skills, qualifications (project management	**Project Manager** No qualification with experience in project management in Information Technology environment **Technical Resources** No qualification with experience in Information Technology Security or related	**Project Manager** Qualification with less than 2 years' experience in project management in Information Technology environment **Technical Resources** Qualification (ISC2/CompTIA/ ISACA/ EC-Council/ GIAC / SANS	**Project Manager** Qualification with 2-3 years' experience in project management in Information Technology environment **Technical Resources** Qualification (ISC2/CompTIA/ ISACA/ EC-Council/ GIAC / SANS and cloud	**Project Manager** Qualification with 4-5 years' experience in project management in Information Technology environment **Technical Resources** Qualification (ISC2/CompTIA/ ISACA/ EC-Council/ GIAC / SANS and cloud	**Project Manager** More than 5 years' experience in project management in Information Technology environment. **Technical Resources** Qualification (ISC2/CompTIA/ ISACA/ EC-Council/

SCORING CRITERION	1. POOR	2. AVERAGE	3. GOOD	4. VERY GOOD	5. EXCELLENT
qualification/certification) and experience in project management in Information Technology environment 4. 2 x Technical support/resources Attach detailed CVs with skills, accredited security qualification by ISC2/CompTIA/ ISACA/ EC-Council/ GIAC / SANS and cloud providers like Microsoft and experience in Information Technology Security or related Cyber Security environment.	Cyber Security environment	and cloud providers like Microsoft) with less than 2 years' experience in Information Technology Security or related Cyber Security environment	providers like Microsoft) with 2-3 years' experience in Information Technology Security or related Cyber Security environment	providers like Microsoft) with 4-5 years' experience in Information Technology Security or related Cyber Security environment	GIAC / SANS and cloud providers like Microsoft) with More than 5 years' experience in Information Technology Security or related Cyber Security environment
Detailed cyber security implementation plan: The bidder must provide comprehensive cyber security implementation plan detailing the scope of work, proposed work schedule/duty sheet/project plan	Cyber Security implementation plan does not cover the scope of work	Cyber Security implementation plan covers the scope of work	Cyber Security implementation plan covers the scope of work, proposed work schedule/duty sheet with clear milestones and service standard matrix	Everything under column 3 (good) including previous implementation plan	Everything under column 4 (very good) including more than 1 previous implementation plan

SCORING CRITERION	1. POOR	2. AVERAGE	3. GOOD	4. VERY GOOD	5. EXCELLENT
with clear milestones and service standard matrix and timeframes for a period of 36 months					



The bids that fail to achieve a minimum of **60** points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on the last stage (price and specific goals).

11. EVALUATION APPROACH

11.1 Quotations or offers received will be evaluated in terms of the 80/20 preference points system, where points are awarded based on:

- Bid price (maximum 80 points)
- Specific goals (maximum 20 points)

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

Ps = 80 (1 - (Pt - Pmin) / Pmin)

Where:

- Ps = Points scored for the comparative price of the bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of the lowest acceptable bid

11.3 Stipulation of the preference point system

No.	Specific Goals Allocated	Number of Points Allocated
1	A person historically disadvantaged by unfair discrimination on the basis of race (Africans, Coloureds, Indians, and People of Chinese descent who are South African Citizens by birth or descent; or who became citizens by naturalization before or on/after 27 April 1994).	8
2	Who is female	5
3	Who has a disability	2
4	Specific goal: Youth	2
5	Specific goal: Locality: Promotion of South African owned enterprises.	3

	Bidder must submit: (a) Valid municipal services account; (b) Valid lease agreement; or (c) Letter from ward councillor/traditional authority/council (signed, stamped, dated).	
	Total points for specific goals	20

11.4 Bidders are required to complete a preference claim form (SBD 6.1), and submit proof or documentation required in terms of this tender to claim points for specific goals.

11.5 The points scored by a bidder in respect of the specific goals will be added to the points scored for price. The points scored will be rounded off to the nearest 2 decimals.

11.6 Should two or more tenderers score an equal total number of points; the contract must be awarded to the tenderer that scored the highest points for specific goals.

11.7 Should two or more tenderers score equal total points in all respects; the award must be decided by the drawing of lots.

11.8 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

12. FORMAT AND SUBMISSION OF BIDS

12.1 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.

12.2 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to mandatory requirements.

12.3 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.

12.4 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended or withdrawn after its date of submission.

12.5 DLRRD is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and DLRRD may reject any bid. DLRRD reserves

the right to appoint the Bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the bid.

12.6 DLRRD may, for any reason and at any time during the selection process, request any Bidder to supply further information and/or documentation. The appointment of the successful Bidder is subject to the conclusion of Service Level Agreement (SLA) between DLRRD and the successful Bidder governing all rights and obligations related to the required services. The SLA shall be prepared by DLRRD to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by DLRRD (whether arising from the specifications of the successful bidder's proposal or otherwise).

12.7 After careful consideration and thorough examination of the proposals, DLRRD shall select the successful bidder whose proposal most closely satisfies the criteria and the requirements.

12.8 Bidders which have not been selected shall be informed accordingly in writing and through publication of the successful bidder in the same media that was used to advertise the bid.

13. SUB-CONTRACTING

The successful bidder is expected to inform the Department of sub-contracting arrangements and access to the sub-contracted entities for purposes of quality, compliance check, security and tax issues.

14. SECURITY AND CONFIDENTIALITY OF INFORMATION

The successful bidder must undertake to disclose information relating to the contract only in terms of the SLA and only to the parties stipulated in the SLA, both during the contract period and subsequently. Information may only be disclosed to outside sources with the prior, written approval from the DLRRD.

15. TERMS AND CONDITIONS OF BID

15.1 Awarding of the bid will be subject to the Service Provider's expressing acceptance of the DLRRD Supply Chain Management general contract conditions.

15.2 The bidder should not qualify the bid with his/her own conditions of bid. Any qualification to the terms and conditions of this bid will result in disqualifications.

15.3 The DLRRD and Service Provider will sign a Service Level Agreement upon appointment of the suitable Service Provider. The service level agreement will among others include the following:

- Period of agreement
- Budget breakdown
- Method of communication and reporting
- This terms of reference will also form part of the service level agreement

15.4 Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period, the DLRRD may cancel the contract.

15.5 The Department reserves the right not to award the bid.

15.6 Any short coming in this term of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.

15.7 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.

15.8 Ensure that the Department is informed of any removal and replacement of personnel for security reasons.

15.9 The recommended bidder will be required for physical presence at the clients site on quarterly basis over and above the virtual meetings, traveling cost will be on the bidder.

16. **The Department of Land Reform and Rural Development shall:**

16.1 Conduct business in a courteous and professional manner with the Service Provider.

16.2 Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.

16.3 Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.

16.4 The DLRRD will enter into a Service Level Agreement upon appointment of the suitable Service Provider. These terms and Conditions will also form part of the service level agreement.

17. BRIEFING AND SITE INSPECTION

17.1 Non-mandatory briefing session will be conducted using the teams link below:

18. CONTACT PERSONS

All enquiries regarding the bid may be directed to the following:

For technical enquiries including site visits, please contact:

Mr. Dumisani Nodada
Tel: 076 327 9452
dumisani.nodada@deeds.gov.za

For Supply Chain Management enquiries, please contact:
Ms. Mmabatho Mafa
Tel: 012 338 7381
mmabatho.mafa@deeds.gov.za

BRIEFING SESSION LINK:

https://teams.microsoft.com/meet/3277972601285820?p=Wmx9jD05cSp8hgaVg8

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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

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

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

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

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

7. Performance security 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 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 18.1 No variation in or modification of the terms of the contract shall be **amendments** 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 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** 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 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

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

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

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

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

32.2 A local supplier shall be entirely responsible for all tax fees, etc., incurred until delivery of the contract purchaser.

32.3 No contract shall be concluded with any bidder whose t in order. Prior to the award of a bid the Depart possession of a tax clearance certificate, submitted b certificate must be an original issued by the South Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Departm Industry shall be applicable to all contracts that are obligation.

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 Prohibition of

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.