SOUTH AFRICAN CIVIL AVIATION AUTHORITY

Keeping you safe in the sky

## INVITATION TO BID

**DATE OF ISSUE: 09 NOVEMBER 2026**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF SOUTH AFRICAN CIVIL AVIATION AUTHORITY**

| | | |
|---|---|---|
| **BID NUMBER** | : | **SACAA/CSMM/00018/2026 - 2027** |
| **TITLE** | : | **FOR THE PROVISION OF CYBER SECURITY MONITORING AND MANAGED DETECTION AND RESPONSE SERVICES FOR THE SACAA FOR A PERIOD OF THREE (3) YEARS.** |
| **BID SUBMISSION REQUIREMENTS** | : | **THREE (3) ENVELOPES**<br>**SUBMISSIONS MUST BE SUBMITTED IN ONE ORIGINAL AND ONE COPY (SEE SPECIFICATIONS)** |

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED 1 SITUATED AT:**

**ATTENTION: THE CHAIRPERSON**
**SACAA BID COMMITTEE**
**SOUTH AFRICAN CIVIL AVIATION AUTHORITY**
**BYLS BRIDGE OFFICE PARK**
**CENTURION**

| | | |
|---|---|---|
| **CLOSING DATE** | : | **01 DECEMBER 2026** |
| **CLOSING TIME** | : | **11H00** |
| **BID VALIDITY PERIOD** | : | **180 DAYS** |
| **BRIEFING SESSION** | : | **N/A** |

**SPECIAL CONDITION: BIDDERS ARE REQUIRED TO SUBMIT THEIR BIDS ON TIME TO AVOID BEING LATE. OUR NEW OFFICE PARK HAS STRIGENT SECURITY MEASURES THEREFORE EACH BIDDER WILL BE REQUIRED TO MAKE A PRIOR ACCESS CODE ARRANGEMENT BY SENDING A WHATSAPP TO EITHER BETTY MONYEKI ON 082 885 4270 OR CYNTHIA MOTAUNG ON 083 461 6534.**

## CONDITIONS OF BIDDING

### 1. Proprietary Information

1.1. South African Civil Aviation Authority (SACAA) considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to SACAA. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of SACAA.

### 2. Enquiries

2.1. All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to email address: tenders@caa.co.za

2.2. ***Bidders may not contact any other SACAA employee besides the email address mentioned on Paragraph 2.1 above on any matter pertaining to the bid from the time when the bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.***

2.3. All the documentation submitted in response to this tender must be in English.

2.4. The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by SACAA in regard to anything arising from the fact that pages are missing or duplicated.

### 3. Validity Period

3.1 Responses to this tender received from suppliers will be valid for a period of 180 DAYS, counted from the closing date of the tender.

## 4. Submission of Tenders

4.1. Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, **SACAA/CSMM/00018/2026 - 2027.** The sealed envelope must be placed in the tender box **MARKED 1** at BYLS Bridge Office Park, Centurion by no later than **11h00 on 01 December 2026. Failure to submit in a correct bid box will result in a disqualification.**

**4.2.** The closing date, company name and the return address must also be endorsed on the envelope. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the BID BOX **MARKED 1.** **Failure to submit in a correct bid box will result in a disqualification.**

4.3. No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.

4.4. Amended bids may be sent, together with the original bid, in an envelope marked “Amendment to bid” and should be placed in the bid box before the closing date and time. An amendment to bid without original bid document will not be considered.

4.5. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document.

4.6. Kindly note that SACAA is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.

4.7. SACAA reserves that right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to SACAA.

4.8. SACAA also reserves the right to award this bid to a purely empowerment company or may award this bid on condition that a joint venture with an empowerment company is formed. This may be added to the criteria when evaluating the bids.

4.9. SACAA also reserves the right to award this bid as a whole or in part without furnishing reasons.

4.10. SACAA also reserves the right to withdraw the bid without furnishing reasons.

4.11. SACAA reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.

4.12. An incomplete price list shall render the bid non-responsive.

## 5. DISPUTE RESOLUTION

5.1. All disputes arising out of this (Request for Tender) RFT, or relating to the legal validity of this RFT, or any part thereof, shall be resolved under this paragraph. The parties must refer any dispute to be resolved by:

- Negotiation, in terms of paragraph 5.3, failing which;
- Mediation, in terms of paragraph 5.4, failing which;
- Arbitration, in terms of paragraph 5.6.

5.2. Paragraph 5.1 shall not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process contemplated in paragraph 5.1, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the RSA.

5.3. Within ten (10) days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorised representatives of each of the parties to negotiate and resolve the dispute. If an amicable resolution to the dispute is found, the authorised representatives of the parties must sign, within the ten (10) day period, an agreement confirming that the dispute has been resolved.

5.4. If negotiation in terms of paragraph 5.3 fails, the parties must, within fifteen (15) days of the negotiations failing, refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

5.5. The periods for negotiation (specified in paragraph 5.3) or for referral of the dispute for mediation (specified in paragraph 5.4), may be reduced or extended by written agreement between the parties.

5.6. In the event of the mediation contemplated in paragraph 5.4 failing, the parties shall refer the dispute, within fifteen (15) days of the mediation failing, for resolution by expedited arbitration under the current rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

5.7. A single arbitrator shall be appointed by agreement between the parties within ten (10) days of the dispute being referred for arbitration, failing which the arbitrator shall be appointed by the Secretariat of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

5.8. At all times, every reasonable effort shall be made to ensure that such arbitrator has the necessary technical skills to enable him to adjudicate the dispute in a satisfactory manner.

5.9. The arbitration shall be held at Centurion, South Africa, in English.

5.10. The South African law shall apply.

5.11. The parties shall be entitled to legal representation.

5.12. The award of the arbitrator shall be final and binding on the parties, who hereby agree to give effect to the award. Either party shall be entitled to have the arbitrator's award made an order of court at the cost of the party requesting same.

5.13. This paragraph shall constitute the irrevocable consent of the parties to the dispute resolution proceeding in terms hereof and neither of the parties shall be entitled to withdraw therefrom or to claim at any arbitration proceedings that they are not bound by the arbitration provisions of this RFT.

5.14. Both parties shall comply with all the provisions of the RFT and with all due diligence during the determination of such dispute, should the latter arise during the course of the RFB.

## 6. INTERPRETATION

6.1 The bidder/s shall accept the SACAAs' interpretation of any specific requirement in the bid documents or specifications, should there be a difference of interpretation between the bidder/s and the SACAA.

6.2 Should there be any discrepancies between the bid conditions and any other documentation that forms part of this RFT, the bid conditions shall take preference.

THE BIDDER HEREBY ACCEPT THE CONDITIONS OF BID.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: ……..

# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*) | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | SACAA/CSMM/00018/2026 - 2027 | CLOSING DATE: | 01 December 2026 | CLOSING TIME: | 11H00 |
| DESCRIPTION | FOR THE PROVISION OF CYBER SECURITY MONITORING AND MANAGED DETECTION AND RESPONSE SERVICES FOR THE SACAA FOR A PERIOD OF THREE (3) YEARS. | | | | |

| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX MARKED 1 SITUATED AT *(STREET ADDRESS)* |
|---|
| SOUTH AFRICAN CIVIL AVIATION AUTHORITY |
| BYLS Bridge Office Park |
| Olievenhoutbosch Road & Jean Ave |
| Centurion |
| 0062 |

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
|---|---|---|---|
| CONTACT PERSON | NTOMBIZODWA DUMA | CONTACT PERSON | NTOMBIZODWA DUMA |
| TELEPHONE NUMBER | 011 545 1262 | TELEPHONE NUMBER | 011 545 1262 |
| FACSIMILE NUMBER | N/A | FACSIMILE NUMBER | N/A |
| E-MAIL ADDRESS | tenders@caa.co.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 | ☐Yes ☐No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIED FOR | ☐Yes ☐No |

| | | | |
|---|---|---|---|
| AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED? | | THE GOODS/ SERVICES/ WORKS OFFERED? | [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

**BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**1. TAX COMPLIANCE REQUIREMENTS**

1.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

1.2. 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.

1.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

1.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

1.5. IN BIDS WHERE CONSORTIA/ JOINT VENTURES/ SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE/ PIN/ CSD NUMBER.

1.6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

1.7. 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: ……...

# TERMS OF REFERENCE

## FOR THE PROVISION OF CYBER SECURITY MONITORING AND MANAGED DETECTION AND RESPONSE SERVICES FOR THE SACAA FOR A PERIOD OF THREE (3) YEARS.

## 1. INTRODUCTION

The South African Civil Aviation Authority (SACAA) is an urgency of the Department of Transport (DoT), established in terms of the Civil Aviation Act, 2009 (Act No.13 of 2009), as amended. The Civil Aviation Act provides for the establishment of a stand -alone authority, mandated with controlling, promoting, regulating, supporting, developing, enforcing, and continuously improving levels of safety and security throughout the civil aviation industry.

The SACAAs' mandate is to administer civil aviation safety and security oversight in the republic of South Africa, in line with Civil Aviation Act (the Act), and in accordance with the standards and recommended practices (SARPs) prescribed by the ICAO.

The above is achieved by complying with the Standards and Recommended Practices (SARPs) of the International Civil Aviation Organization (ICAO), whilst considering the local context.

The SACAA, as prescribed by the Civil Aviation Act as well as the Public Finance Management Act (PFMA), 1999 (Act No.1 of 1999) is a Schedule 3A public entity.

## 2. INVITATION TO BID

The SACAA hereby invites qualified and experienced service providers to submit bids for the provision of Cyber Security Monitoring and Managed Detection and Response (MDR) services delivered response on a 24-hour period throughout the year. This is for a period of three (3) years.

The SACAA has already made a significant investment in Trend Micro's cybersecurity ecosystem, including endpoint, server, network, email, identity, cloud, and SIEM capabilities within the Trend Vision One platform. SACAA intends to leverage these existing security technologies rather than onboard new or duplicated toolsets.

Instead of procuring a traditional Security Operations Centre (SOC) SACAA aims to establish a **Cyber Risk Operations Centre (CROC)** operating on its existing Trend Micro technologies.
The CROC model integrates:

- **Managed Detection and Response (MDR)** to provide 24×7 monitoring, alert correlation, investigation, threat hunting, and guided response; and
- **Platform Administration**, delivered by local South African personnel, to ensure continuous sensor health, configuration governance, policy optimisation, automation playbook development, and operational reporting.

This approach ensures that SACAA maximises the value of its technology investment while enhancing national cyber resilience, consolidating operational visibility, and strengthening its defensive posture. Trend Vision One will serve as the **SIEM, data lake, correlation engine, investigation platform, response orchestration system, and SOAR automation layer**.

## 3. SCOPE OF WORK

The SACAA requires a comprehensive, always-on cyber defence capability that provides continuous monitoring, threat detection, investigation, incident response assistance, cyber risk management, and user-awareness upliftment. The bidder should note that SACAA has already made a substantial investment in Trend Micros cybersecurity ecosystem. This includes capabilities across endpoint, server, network, email, identity, cloud security, and SIEM functionalities within the Trend Vision One platform. Accordingly, proposed solutions should take into consideration the existing environment and align with, integrate into, or optimise the current cybersecurity investments.

The required services must support a Cyber Risk Operations Centre (CROC) model that replaces the need for a traditional SOC.

### 3.1. Monitored Environment – Critical Systems

The service provider must monitor, ingest, analyse, and correlate security telemetry from SACAA's Azure, cloud, and on-prem environments, including but not limited to:

- API Connections
- App Services, App Service Plans, App Service Environment
- Azure Cosmos DB

- Bastion Hosts
- Data Factory (V2)
- Disks and Disk Encryption Sets
- Function Apps
- Images
- Key Vaults
- Load Balancers
- Local Network Gateways
- Log Analytics Workspaces
- Logic Apps
- NAT Gateway
- Network Interfaces
- Network Security Groups
- Public IP Addresses
- Recovery Services Vaults
- Restore Point Collections
- Snapshots
- SQL Virtual Machines
- Storage Accounts
- Virtual Machines
- VM Scale Sets
- Virtual Networks
- VPN/ Network Gateways

All telemetry must be ingested into **Trend Vision One**, which will act as SACAAs SIEM, analytics engine, SOAR, and investigation platform.

## 3.2. Service Components

### 3.2.1. Managed Detection and Response (MDR)

The service provider must deliver Managed XDR (MDR) capabilities, including:

- 24×7 Monitoring & Detection
- Continuous monitoring across endpoint, server, email, network, identity, and cloud telemetry

- Automated correlation and prioritisation using AI, machine learning, and analytics
- Regular Indicators of Compromise (IoC)/ Indicators of Compromise (IoA) sweeping
- MITRE ATT&CK aligned detection

**Investigation Requirements**

- Full investigation across all Trend Vision One sensors
- Attack vector identification, lateral movement mapping, dwell time analysis
- Threat expert enrichment and contextualisation

**Response Requirements**

The MDR service must provide response actions including:

- Endpoint isolation
- Process termination
- Memory & process dumps
- Remote shell
- Email quarantine and deletion
- Blocking of malicious URLs, IPs, and file hashes

**Threat Hunting Requirements**

- The provider must deliver:
- Indicator-based threat hunting
- Behavioural and IOA hunting
- MITRE TTP hunting
- Anomaly and environmental drift detection

**Severity & Escalation Requirements**

The service must follow Trend Micro MDR severity definitions:

- **Urgent**: Incident declared, updates every 24 hours
- **Critical**: Notification within 1 hour
- **Major:** Requires correlation and potentially customer clarification
- **Minor/Informational:** Logged but not escalated unless required

### 3.3. Trend Vision One Platform Administration & Management

The service provider must deliver full administrative control and operational governance of SACAAs Trend Vision One platform, including:

- Daily platform and sensor health checks
- Policy creation, tuning, and configuration management
- Troubleshooting ingestion gaps
- Weekly, monthly, and on-demand reporting
- Creation of up to 10 automated SOAR playbooks annually
- Quarterly posture and strategy reviews

**All platform administrative personnel must be located within South Africa.**

SACAA has invested in the Trend Micro Agentic SIEM platform, which is currently in use to provide centralized security analytics, monitoring, and visibility across the environment. Any proposal to introduce a third-party SIEM solution should therefore be positioned as complementary, aimed at addressing specific gaps or enhancing existing capabilities where necessary, rather than replacing the current Trend Micro Agentic SIEM implementation.

### 3.4. Managed Risk (CREM)

The provider must operationalise Cyber Risk Exposure Management (CREM), delivering:

- Enterprise-wide cyber risk scoring
- Identification of high-risk devices, users, cloud workloads, ports, and external exposures
- Weekly remediation guidance
- Continuous tracking of posture improvements
- Executive-level risk trend reporting

### 3.5. Security Awareness Training

Using SACAAs Trend Micro training licensing, the provider must deliver:

- Monthly phishing simulations
- Quarterly cyber awareness training modules
- Behaviour-based user risk scoring
- Reporting on completion rates and risk improvement metrics
- Number of Users = 750

### 3.6. Incident Response Requirements

The service provider must support SACAA's incident response process, including:

- Incident logging and categorisation
- Incident prioritisation according to SACAAs Priority Matrix
- Detailed investigation and evidence collection
- Attack chain reconstruction
- Containment recommendation and coordination with SACAA engineers
- Post-incident lessons learned and improvement feedback

### 3.7. Priority Ratings Mapping Requirements

| SACAA Priority | MDR Severity |
|---|---|
| Priority 1 | Urgent (incident declared) |
| Priority 2 | Critical (1-hour notification) |
| Priority 3 | Major |
| Priority 4–5 | Minor/ Informational |

### 3.8. Trend Agentic SIEM & Credit Requirements.

**Trend Vision One as SACAAs SIEM**

The SACAA currently uses Trend Micro Agentic SIEM for centralized security analytics and monitoring. Any third-party SIEM should only be considered to complement and enhance it by addressing specific gaps, not to replace the existing platform

- All ingestion, correlation, investigation, and reporting must be performed through Trend Vision One

**Additional Credit Requirements**

To meet operational and retention demands:

- Additional **Ingestion Credits** must be provided for expanded log volume
- Additional **Retention Credits** must be provided to meet the requirement of **6-month data retention**

The solution must cater for the following estimated environment and data ingestion requirements:

1. Data Retention = 45,599
2. Number of endpoints = 750
3. Number of servers = 100
4. Number of network devices = 150
5. Ingestion volume per day = 30GB

## 4. EVALUATION CRITERIA

Bidders will be evaluated in accordance with the Supply Chain Management Policies as well as the Preferential Procurement Policy Framework, 2000 (Act No. 5 of 2000) and the Preferential Procurement Regulations of 2022.

### 4.1. PHASE 1 – SUPPLY CHAIN MANAGEMENT (SCM) ADMINISTRATIVE MANDATORY COMPLIANCE REQUIREMENTS

Bids received will be verified for completeness and correctness. The SACAA reserves the right to accept or reject a bid based on the completeness and correctness of the documentation and information provided. The set of bid documents must be completed and submitted. (**SACAA reserve the right to request information/ additional documents if there are any missing from the bidder(s) submission**). Bidders are to ensure that they submit the following documentation/ information with their bid.

| Document | Comments | Compulsory requirement |
|---|---|---|
| Proof of registration on the Central Supplier Database (CSD) of National Treasury | Prospective bidders must be registered on the Central Supplier Database (CSD) prior to submitting bids. Please indicate/ supply the supplier number. | Yes |
| SBD1 (Invitation to Bid) | Completed and signed | Yes |
| SBD 3 (Pricing Schedule) | Completed | Yes |
| SBD 4 (Bidders Disclosure) | Completed and signed | Yes |
| SBD 6.1 (Preferential Procurement Point) | Completed and signed | Yes |

### 4.2. PHASE 2 - TECHNICAL AND/ OR FUNCTIONALITY EVALUATION

Assessment of Technical/ Functional evaluation of the bid will be done in terms of the criteria as stated in the table below. Bidders should take note of the Criterion, Weighting & Scoring when responding to this bid.

**Table 1: Technical/ Functionality Evaluation**

| TECHNICAL REQUIREMENTS | DESCRIPTION | MIN | MAX |
|---|---|---|---|
| **Company References** | Provide **dated** and **signed letters** of reference on **client's letterhead,** including the **contact person** and **contact details** from the entity for which services were rendered within **Republic of South Africa (RSA)** including **the dates when the services were rendered**. Reference must be in relation to this type of service provided in the **last four (4) years.**<br>• Three (3) contactable trade reference letters from clients where CROC services were provided in the past four (4) years from the closing date of this tender – **(20 Points).**<br>• Four (4) contactable trade reference letters from clients where CROC services were provided in the past four | 20 | 40 |

| | | | |
|---|---|---|---|
| | (4) years from the closing date of this tender – **(30 Points).**<br>• Five (5) and above contactable trade reference letters from clients where CROC services were provided in the past four (4) years from the closing date of this tender – **(40 Points).** | | |
| **Methodology and industry knowledge** | The bidder must submit a comprehensive, fully documented methodology outlining their approach to incident response, threat hunting, and escalation methodology<br>• Industry Standards Alignment, Incident Response Capability and Threat Hunting - **(15 Points)**<br>• Escalation Methodology – **(5 Points)** | 15 | 20 |
| **Ability to support the Proposed Infrastructure** | The bidder to provide the following resources to support the proposed Infrastructure:<br>**NB: A Minimum of 6 employees are required, and one employee cannot occupy more than one position**.<br>• 1 x Employee must be a Certified Information Security Manager (CISM) – **(10 Points).**<br>• 1 x Employee must be a Certified Ethical Hacker (CEH) - **(10 Points).**<br>• 2 x Employees must be an International Information System Security Certification (ISC2) Certified in Cybersecurity - **(10 Points).**<br>• 2 x Employees must be a Trend Micro Platform Advanced - **(10 Points).**<br>NB: ISC2 certified in Cyber Security and Trend Micro Platform Advanced are mandatory resources, failure to submit these will lead to automatic disqualification. | 30 | 40 |
| **Total Points** | | **65** | **100** |

Bidders who score **65** or more points out of **100** on “functionality” will be considered for the next evaluation phase.

## 4.3. PHASE 3 – PRICE AND SPECIFIC GOALS EVALUATION

Bidders who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, (Act No 5 of 2000). For this bid 80 points will be allocated for Price and 20 points for Specific Goal.

4.2.1. This tender will be evaluated using the 80/20 preferential point system. The following PPPFA formula will be used to evaluate price:

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

Ps = Points scored for price of the bid under consideration.
Pt = Rand value of bid under consideration.
Pmin = Rand value of lowest acceptable bid.

Only bidders that have achieved the minimum qualifying points on functionality will be evaluated further in accordance with the 80/20 preference point system as follows:

Points for this bid shall be awarded for:
(a) Price; and
(b) Specific Goal.

**The maximum points for this bid are allocated as follows:**

| PRICE & SPECIFIC GOALS | POINTS |
|---|---|
| **PRICE** | **80** |
| **SPECIFIC GOAL** | **20** |
| **Total points for Price and SPECIFIC GOAL** | **100** |

**POINTS AWARDED FOR A SPECIFIC GOAL**

In terms of the Preferential Procurement Regulations 2022, points will be awarded for specific goals in accordance with the table below:

| SPECIFIC GOALS (B-BBEE STATUS LEVEL OF CONTRIBUTOR) | NUMBER OF POINTS |
|---|---|
| Level 1 | 20 |
| Level 2 | 18 |
| Level 3 | 14 |
| Level 4 | 12 |
| Level 5 | 8 |
| Level 6 | 6 |
| Level 7 | 4 |
| Level 8 | 2 |
| Non-Compliant contributor | 0 |

## 5. COMPULSORY BRIEFING SESSION

There will be no briefing session and any service provider that may seek further clarity can send their queries to tenders@caa.co.za by 20 November 2026 to seek any clarity on the tender document. All requests must be submitted via email.

## 6. SUBMISSION OF BID DOCUMENT

The bid submission requires a three (3) envelope system as per Section 4 of the evaluation criteria.

### 6.1. Envelope 1

All mandatory documents on Phase 1.

### 6.2. Envelope 2

Technical proposal (1 original and copy).

### 6.3. Envelope 3

The pricing schedule and valid B-BBEE certificate/ affidavit shall be submitted on a separate envelope from the technical proposal for ease of evaluation, as these will be evaluated separately (1 original and 1 copy). Bidders are required to provide a detailed price schedule breakdown as indicated in "**Annexure A**" below.

**7.** Bidders are required to submit neat and bounded documents, as SACAA will not be held responsible for any loss of documents whatsoever.

**8.** Bid documents shall be submitted in a sealed envelope and/ or package clearly marked with the bid reference number as per the bid advert, bidder company name and be deposited in the tender box situated at the reception of the SACAA head office, and be addressed as follows:

**9.** All bids' submissions should be deposited or delivered at our **Tender Box 1** on or before **11:00am on the closing date of 01 December 2026.**

Attention: BEC Chairperson

**FOR THE PROVISION OF CYBER SECURITY MONITORING AND MANAGED DETECTION AND RESPONSE SERVICES FOR THE SACAA FOR A PERIOD OF THREE (3) YEARS**

SOUTH AFRICAN CIVIL AVIATION AUTHORITY
BYLS Bridge Office Park
Olievenhoutbosch Road & Jean Ave
Centurion
0062

**BIDDERS ARE REQUIRED TO SUBMIT BIDS ON TIME TO AVOID BEING LATE. OUR NEW OFFICE PARK HAS STRINGENT SECURITY MEASURES. EACH BIDDER WILL BE REQUIRED TO OBTAIN AN ACCESS CODE TO ENTER THE OFFICE PARK. TO RECEIVE THE ACCESS CODE PRIOR ARRANGEMENTS MUST BE MADE BY SENDING A WHATSAPP TO BETTY MONYEKI ON 082 885 4270 OR CYNTHIA MOTAUNG ON 083 461 6534 TO OBTAIN THE ACCESS CODE FOR THE OFFICE PARK.**

## ANNEXURE A

## DETAILED PRICE SCHEDULE BREAKDOWN

| CYBER MONITORING SERVICES | QTY | MONTHLY EX. VAT | YEAR 1 EX. VAT | MONTHLY EX. VAT | YEAR 2 EX. VAT | MONTHLY EX. VAT | YEAR 3 EX. VAT |
|---|---|---|---|---|---|---|---|
| **Managed Detection and Response (MDR) – 24x 7x365** | 750 | | | | | | |
| **Trend Micro Platform Administration** | 1 | | | | | | |
| Trend Micro Vision One 6-month data retention credit (once off for a period of three years) | Year 1 - 45 599 Credits<br><br>Year 2 - 49 174 Credits<br><br>Year 3 - 49 177 Credits | | | | | | |
| Trend Micro Vision One SIEM ingestion (once off for a period of three years) | 30GB ingestion per day | | | | | | |
| **TOTAL EX. VAT** | | | | | | | |
| **VAT 15% (if applicable)** | | | | | | | |
| **TOTAL INCL. VAT** | | | | | | | |
| **TOTAL FOR A PERIOD OF THREE (3) YEARS INCL. VAT** | | | | | | | |

**NB: A BIDDER TO SUBMIT A DETAILED COST BREAKDOWN AND ANY ADDITIONAL COSTS.**

# 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**

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

| | |
|---|---|
| Name of bidder…… | Bid number: **SACAA/CSMM/00018/2026 - 2027** |
| Closing Time **11:00** | Closing date: **01 December 2026** |

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

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

- Required by: …….
- At: …….

  ……
- Brand and model …….
- Country of origin …….
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) …….
- Period required for delivery …….

  *Delivery: Firm/not firm
- Delivery basis ……

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

## BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors/ trustees/ shareholders/ members/ partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

| Full Name | Identity Number | Name of organ of state |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**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.**

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

2.3.1 If so, furnish particulars:

……
……
……

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

| **Supplier registration number (MAAA)** | **Status (active/ inactive/ deleted)** |
|---|---|
| | |
| | |
| | |
| | |
| | |

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

## 3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening

or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……..

Designation Name of bidder

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

---

### 1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

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

a. The value of this bid is estimated not to exceed R50,000,000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.2. Points for this bid shall be awarded for:

a. Price; and

b. Specific Goal.

1.3. The maximum points for this bid are allocated as follows:

| PRICE AND SPECIFIC GOALS | POINTS |
|---|---|
| **PRICE** | 80 |
| **SPECIFIC GOAL** | 20 |
| **Total points for Price and SPECIFIC GOAL must not exceed** | **100** |

1.4. Failure on the part of a bidder to submit proof of SPECIFIC GOAL together with the bid will be interpreted to mean that preference points for SPECIFIC GOAL are not claimed.

1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

a. **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

b. "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

c. **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

d. **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

**e.** **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

f. **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

g. **"prices"** includes all applicable taxes less all unconditional discounts;

h. **"Proof of B-BBEE status level of contributor"** means:

**(i)** B-BBEE Status level certificate issued by an authorized body or person;

**(ii)** A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

**(iii)** Any other requirement prescribed in terms of the B-BBEE Act;

i. **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

*j.* **"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

## 4. POINTS AWARDED FOR SPECIFIC GOAL

4.1 In terms of the Preferential Procurement Regulations 2022, preference points must be awarded to a bidder for attaining the SPECIFIC GOALS in accordance with the table below:

| SPECIFIC GOAL | NUMBER OF POINTS |
|---|---|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-Compliant contributor | 0 |

## 5. BID DECLARATION

5.1 Bidders who claim points in respect of SPECIFIC GOAL must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = …… (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

7.1.1 If yes, indicate:

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

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

iii) The B-BBEE status level of the sub-contractor.....……...

iv) Whether the sub-contractor is an EME or QSE

***(Tick applicable box***)

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

| YES | | NO | |
|---|---|---|---|

| **Designated Group: An EME or QSE which is at last 51% owned by:** | **EME √** | **QSE √** |
|---|---|---|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| **OR** | | |
| Any EME | | |
| Any QSE | | |

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/ firm:…….

8.2 VAT registration number:……..……

8.3 Company registration number:…….……...

8.4 TYPE OF COMPANY/ FIRM

- □ Partnership/Joint Venture / Consortium
- □ One person business/sole propriety
- □ Close corporation
- □ Company
- □ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……

8.6 COMPANY CLASSIFICATION

- □ Manufacturer
- □ Supplier
- □ Professional service provider
- □ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:……

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

| | |
|---|---|
| WITNESSES<br>1. ……..<br>2. …… | ……<br>SIGNATURE(S) OF BIDDERS(S)<br>DATE: ……..<br>ADDRESS ……..<br>……..<br>…….. |

## UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

### 1. Interpretation

1.1. In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless he context clearly indicate a contrary intention: -

1.2. An expression which denotes
- any gender includes the other gender;
- a natural person included an artificial or juristic person and vice versa;
- the singular includes the plural and vice versa;

1.3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;

1.4. When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

1.5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2. I/we hereby bid:

1.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to SACAA;

1.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);

1.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.

3. I/we agree further that:

3.1. the offer herein shall remain binding upon me/us and open for acceptance by SACAA during the validity indicated and calculated from the closing time of the bid;

3.2. this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;

4. notwithstanding anything to the contrary:

4.1. if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, SACAA may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and SACAA.

4.2. in such event, I/we shall then pay to SACAA any additional expense incurred by SACAA for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;

4.3. SACAA shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

5. Pending the ascertainment of the amount of such additional expenditure SACAA may retain such monies, guarantee or deposit as security for any loss SACAA may sustain, as determined hereunder, by reason of my/our default;

5.1. if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile ad that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

5.2. the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;

6. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;

7. I/we accept full responsibility for the proper execution and fulfillment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

8. Notwithstanding full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.

9. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.

10. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

**Bidder's Information**

Name of firm (company) ……

Postal Address ……

Physical Address ……

Contact Person ……

Telephone ……

Fax Number ……..

Types of business ……

Principal business ……

Activities ……

11. The bidder hereby offers to render all or any of the services described in the attached documents to SACAA on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).

12. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.

13. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by SACAA during the validity period indicated and calculated form the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.

14. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness an validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.

15. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

THE BIDDER HEREBY ACCEPT THE UNDERTAKINGS BY BIDDER.

SIGNATURE OF BIDDER: .....

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

**DATE:** **.....**

## E2: GENERAL CONDITIONS OF CONTRACT

## 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 suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with SACAA.

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 and contract documents.

iii. Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

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 client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
1.3. “Contract price” means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.
1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6. “Day” means calendar day.
1.7. “Delivery” means delivery in compliance of the conditions of the contract or order.
1.8. ”Force majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable.
Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.9. “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.
1.10. “GCC” means the General Conditions of Contract.

1.11. “Goods” means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
1.12. “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 service provider 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.
1.13. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
1.14. “Order” means an official written order issued for the rendering of a service.
1.15. “Project site,” where applicable, means the place indicated in bidding documents.
1.16. “The client” means the organization purchasing the service.
1.17. “Republic” means the Republic of South Africa.
1.18. “SCC” means the Special Conditions of Contract.
1.19. “Services” means that functional services ancillary to the rendering of the service, 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 service provider covered under the contract.
1.20. “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 client 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 service rendered shall conform to the standards mentioned in the bidding documents and specifications.

## 5. Use of contract documents and information; inspection

5.1. The service provider shall not, without the client'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 client in connection therewith, to any person other information; than a person employed by the service provider 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 service provider shall not, without the client's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

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

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

## 6. Patent rights

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

## 7. Performance Security

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

7.2. The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider'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 client 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 client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

(b) a cashier's or certified cheque

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

## 8. Delivery and Documents

8.1. Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2. Documents to be submitted by the service provider are specified in SCC.

## 9. Insurance

9.1. The service rendered 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.

## 10. Transportation

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

## 11. Incidental Service

11.1. The service provider 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 rendered service;

(b) furnishing of tools required for assembly and/or maintenance of the rendered service;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;

(d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and

(e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.

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

## 12. Warranty

12.1. The service provider warrants that the service rendered 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 service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.

12.2. This warranty shall remain valid for twelve (12) months after the service, 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.

12.3. The client shall promptly notify the service provider in writing of any claims arising under this warranty.

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

## 13. Payment

13.1. The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.

13.2. The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

13.3. Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.

13.4. Payment will be made in South African Rand unless otherwise stipulated in SCC.

## 14. Prices

14.1. Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.

## 15. Contract amendments

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

## 16. Assignment

16.1. The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.

## 17. Subcontracts

17.1. The service provider shall notify the client in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.

## 18. Delays in the service provider's performance

18.1. Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.

18.2. If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider'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.

18.3. 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.

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

18.5. Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider 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.

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

## 19. Penalties

19.1. Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client 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 unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

**20. Termination for default**

20.1. The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:

a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;

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

c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

20.4. If the client intends imposing a restriction on the service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.

20.5. 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.

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

(i) the name and address of the service provider and / or person restricted by the client;
(ii) the date of commencement of the restriction; and
(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 the service providers or persons prohibited from doing business with the public sector.

20.7. 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.

## 21. Force Majeure

21.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider 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.

21.2. If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider 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.

## 22. Termination for insolvency

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

## 23. Settlement of Disputes

23.1. If any dispute or difference of any kind whatsoever arises between the client and the service provider 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.

23.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider 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.

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

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

23.5. 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 client shall pay the service provider any monies due the service provider.

## 24. Limitation of liability

24.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the service provider shall not be liable to the client, 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 service provider to pay penalties and/or damages to the client; and

(b) the aggregate liability of the service provider to the client, 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

## 25. Governing language

25.1. 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

## 26. Applicable law

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

## 27. Notices

27.1. Every written acceptance of a bid shall be posted to the service provider 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 services of such notice.

27.2. 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.

## 28. Taxes and duties

28.1. A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.

28.2. A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.

28.3. 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.

## 29. National Industrial Participation (NIP) Programme

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

## 30. POPIA Clause

30.1. In submitting any information or documentation requested above or any other information that may be requested pursuant to this RFP, you are consenting to the processing by SACAA or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify SACAA against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.

THE BIDDER HEREBY ACCEPT THE GENERAL CONDITIONS OF THE CONTRACT.

SIGNATURE OF BIDDER: .....

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

DATE: .....

**NAME OF YOUR COMPANY (IN BLOCK LETTERS) _____**

**_____**

**SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S) DATE**

**_____**

**NAME OF PERSON SIGNING (IN BLOCK LETTERS) _____**

**CAPACITY _____**

**ARE YOU DULY AUTHORISED TO SIGN THIS BID? _____**

**COMPANY REGISTRATION NUMBER_____**

**VAT REGISTRATION NUMBER _____**

**POSTAL ADDRESS (IN BLOCK LETTERS)**

**_____**

**PHYSICAL ADDRESS (IN BLOCK LETTERS)**

**_____**

**CONTACT PERSON _____**

**TELEPHONE NUMBER _____FAX NUMBER _____**

**CELLPHONE NUMBER _____**

**E-MAIL _____**

**TYPES OF BUSINESS _____**

**PRINCIPAL BUSINESS ACTIVITIES _____**