

DALRRD (CRD-11) 2023/24

PROCUREMENT OF CYBERSECURITY SERVICES FOR THE OFFICE OF CHIEF REGISTRAR OF DEEDS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS.

CLOSING DATE: 15 MARCH 2024 @ 11:00

NB: THERE WILL BE COMPULSORY BRIEFING SESSION.

DATE: 04 MARCH 2024

TIME: 12H30

VENUE: Department of Agriculture, Land Reform and Rural Development
20 Steve Biko Street
Agricultural Place, Pretoria, Arcadia, 0002
GF – K17 Boardroom

TECHNICAL ENQUIRIES : Mr. Dumisani Nodada

TEL : 083 327 3685

EMAIL : Dumisaninod@dalrrd.gov.za

OR

TECHNICAL ENQUIRIES : Mr. Oageng Sedumedi

TEL : 079 973 0811

EMAIL : Oageng.Sedumedi@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. B Matjila

TEL : 082 385 4570

EMAIL: Buti.Matjila@dalrrd.gov.za ;

NB: BID CLOSING ADDRESS:

**AGRICULTURE PLACE BUILDING, 20 STEVE BIKO STREET, ARCADIA
PRETORIA, 0001**



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

OFFICE OF THE CHIEF REGISTRAR OF DEEDS

Directorate: Supply Chain and Facilities Management Services

Private Bag X918, PRETORIA, 0001; TEL: (082) 385 4570 FAX: (012) 338 7277 WEB: www.dalrrd.gov.za

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

BID NO: DALRRD (CRD-11) 2023/24 **CLOSING TIME:** 11:00 **CLOSING DATE:** 15 MARCH 2024

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

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 7-8
 - 2.4 Declaration of Interest – SBD 4 Page 9 -11
 - 2.6 Preference Points Claim Form – SBD 6.1 Page 12- 18
 - 2.7 Supplier Maintenance (Bank Details) Form Page 19- 20
 - 2.8 Terms of Reference Page 21 - 35
 - 2.9 General Conditions of Contract (GCC) Page 36- 50
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 Agriculture, Land Reform and Rural Development; 20 Steve Biko Street, Agricultural Place Building, Arcadia, Pretoria 0002 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

SIGNED

MR B MATJILA

ASSISTANT DIRECTOR: ACQUISITION MANAGEMENT

DATE: 23 FEBRUARY 2024

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 clearly stated.

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.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

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:

<p>MABEL HOUSE (Pty) Ltd</p> <p>By resolution of the Board of Directors taken on <i>26 May 2021</i>,</p> <p>MR A.F JONES</p> <p>has been duly authorized to sign all documents in connection with</p> <p>BID No. DALRRD (CRD-11) 2023/24, and any contract which may arise there from,</p> <p>on behalf of <i>MABEL HOUSE (Pty) Ltd</i>.</p> <p>SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)</p> <p>IN HIS CAPACITY AS: Managing Director</p> <p>DATE: 20 May 2000</p> <p>SIGNATURE OF SIGNATORY: (Signature of A.F Jones)</p> <p style="text-align: center;">As witnesses:</p> <p>1.</p> <p>2.</p> <p>Signature of person authorized to sign the tender:</p> <p>Date:</p>

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
BID NUMBER:	DALRRD (CRD-11) 2023/24	CLOSING DATE:	15 MARCH 2024	CLOSING TIME:	11:00
DESCRIPTION	PROCUREMENT OF CYBERSECURITY SERVICES FOR THE OFFICE OF CHIEF REGISTRAR OF DEEDS FOR A PERIOD OF 36 (THIRTY-SIX MONTHS)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT					
20 STEVE BIKO STREET					
AGRICULTURAL PLACE BUILDING, ARCADIA					
PRETORIA, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. BUTI MATJILA		CONTACT PERSON	Mr. Dumisani Nodada or Mr. Oageng Sedumedi	
TELEPHONE NUMBER	082 385 4570		TELEPHONE NUMBER	083 327 3685/ 079 973 0811	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Buti.Matjila@dalrrd.gov.za		E-MAIL ADDRESS	Dumisaninod@dalrrd.gov.za or Oageng.sedumedi@dalrrd.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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> 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:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER.:

BID NO.: DALRRD (CRD-11) 2023/24

CLOSING TIME.: 11H00

CLOSING DATE.: 15 MARCH 2024

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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PROCUREMENT OF CYBERSECURITY SERVICES FOR THE OFFICE OF CHIEF REGISTRAR OF DEEDS FOR A PERIOD OF 36 MONTHS

- The services outlined in the attached terms of reference must be considered when formulating the prices for this Bid.
- Pricing must be fixed for the duration of the Contract.

ITEM NO.	DESCRIPTION	YEAR 1	YEAR 2	YEAR 3
1.	Deployment and implementation	R		
2.	Licensing	R	R	R
3.	System and Policy review	R	R	R
4.	Security strategy and planning	R	R	R
5.	Support and Maintenance	R	R	R
6.	Any other cost	R	R	R
Total price (excluding VAT)		R	R	R
VAT @ 15%		R	R	R
Total price (including VAT)		R	R	R

Name of Bidder:

3. Period required for commencement with project after acceptance of bid

Any enquiries regarding technical bidding procedures may be directed to: -

Contact Person: Mr. Dumisani Nodada

Email Address: DumisaniNod@dalrrd.gov.za

Contact N0: 079 973 0811

and

Contact Person: Mr. Oageng Sedumedi

Email Address: Oageng.sedumedi@dalrrd.gov.za

Contact N0: 079 973 0811

Any Bid administration enquiries may be directed to: -

Contact Person: Mr. Buti Matjila

Email Address: Buti.matjila@dalrrd.gov.za

Contact N0: 082 385 4570

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

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

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

Where

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

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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:

BAS

LOGIS

Office

System User Only	
Captured By:	-----
Captured Date:	-----
Authorized By:	-----
Date Authorized:	-----
Safety Web Verification	
<input type="checkbox"/> YES	<input type="checkbox"/> NO

The Director General: Department of Agriculture, 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 responsibility 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	

<input type="checkbox"/> New Supplier Information		<input type="checkbox"/> Update Supplier Information	
Supplier Type	<input type="checkbox"/> Individual	<input type="checkbox"/> Department	Department Number <input type="text"/>
	<input type="checkbox"/> Company	<input type="checkbox"/> Trust	
	<input type="checkbox"/> CC	<input type="checkbox"/> Other	Other Specify <input type="text"/>
	<input type="checkbox"/> Partnership		

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	<input type="checkbox"/>	Cheque/Current Account	
	<input type="checkbox"/>	Savings Account Transmission	
	<input type="checkbox"/>	Account Bond Account	
	<input type="checkbox"/>	Other (Please Specify)	
ID Number	<input type="checkbox"/>	<input type="text"/>	
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.			
	<p>Bank stamp</p> <p>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</p>		

Contact Details

Business			
Home Fax	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
Cell	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
	<i>Area Code</i>	<i>Telephone Number</i>	
	<i>Cell Code</i>	<i>Cell Number</i>	
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:



TERMS OF REFERENCE FOR PROCUREMENT OF CYBERSECURITY SERVICES FOR THE OFFICE OF CHIEF REGISTRAR OF DEEDS FOR A PERIOD OF 36 (THIRTY-SIX MONTHS)

1 INTRODUCTION

1.1 The Office of the Chief Registrar of Deeds under the Department of Agriculture, Land Reform and Rural Development hereby invites bid proposals to procure Cyber Security Services. In today's digital age, organizations face significant challenges in protecting their valuable data and assets from cyber threats. Cybersecurity procurement plays a crucial role in helping businesses acquire the necessary tools, technologies, and services to safeguard their systems and networks. By carefully selecting and implementing effective cybersecurity solutions, organizations can enhance their overall security posture and mitigate the risks associated with cyberattacks.

2 BACKGROUND

- 2.1 Cybersecurity procurement involves the process of identifying, evaluating, and acquiring products and services that address an organization's specific security needs. It encompasses various aspects, including hardware and software solutions, managed services, consulting, and training.
- 2.2 The Department of Agriculture, Land Reform and Rural Development: Deeds Trading Entity is inviting potential service providers with suitable technical skills and experience to supply cybersecurity services to the Office of the Chief Registrar of Deeds.
- 2.3 The objective is to recruit a cybersecurity provider to perform full ICT cybersecurity risk assessment and make appropriate recommendations to



TERMS OF REFERENCE FOR PROCUREMENT OF CYBERSECURITY SERVICES FOR THE OFFICE OF CHIEF REGISTRAR OF DEEDS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS

improve the current

systems and policies in accordance with internationally recognized standards and practices.

- 2.4 The solution must be centralised to cater for all Deeds branches across the country.

3. SCOPE OF WORK

- 3.1 The scope of work by the bidders is to provide Cybersecurity services to OCRD. The scope includes understanding and responding to threats to the security of all information, networks, and computer systems, whether on premise or cloud. They will monitor a variety of services and tools (including firewalls, internal account activity tools and threat information services) in order to predict, detect and diagnose threats and direct or participate in the mitigation of these threats to the business together with the DEEDS ICT team.
- 3.2 Assessment and analysis: The cybersecurity service provider will conduct a comprehensive assessment of OCRD's systems, networks, and infrastructure to identify vulnerabilities, risks, and potential threats. This assessment may include penetration testing, vulnerability scanning, and risk analysis.
- 3.3 Security strategy and planning: Based on the assessment findings, the service provider will develop a tailored security strategy and plan that aligns with OCRD 's objectives and risk tolerance. This may involve recommending security controls, technologies, policies, and procedures to enhance overall security posture.
- 3.4 Implementation and deployment: The service provider will assist in implementing and deploying the recommended security measures. This may include configuring firewalls, intrusion detection systems, access controls, encryption tools, and other security solutions. They may also provide guidance on secure coding practices and help with the implementation of secure software development methodologies.



TERMS OF REFERENCE FOR PROCUREMENT OF CYBERSECURITY SERVICES FOR THE OFFICE OF CHIEF REGISTRAR OF DEEDS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS

- 3.5 Monitoring and threat detection: The service provider will establish a system for monitoring and detecting potential security threats and suspicious activities. They may set up security information and event management (SIEM) systems, Security Operation Centre (SOC) deploy intrusion detection and prevention systems (IDPS) and implement threat intelligence feeds to stay informed about emerging threats.
- 3.6 Incident response and management: In the event of a security incident or breach, the service provider will provide incident response services. This includes investigating the incident, containing the damage, remediating the vulnerabilities, and restoring normal operations. They may also help with incident documentation, reporting, and post-incident analysis to prevent future incidents within 24 hours.
- 3.6 Ongoing support and maintenance: Cybersecurity is an ongoing process, and the service provider should offer ongoing support and maintenance services. This may include patch management, system updates, security configuration reviews, and periodic security assessments to ensure that the organization's security controls remain effective and up to date.
- 3.7 Compliance and regulatory assistance: OCRD operates in a regulated industry, the service provider will be expected to assist in ensuring compliance with relevant regulations and standards. This involves helping with compliance audits, documentation, and reporting requirements.
- 3.8 Risk assessment and management: This involves evaluating Deed's systems, identifying vulnerabilities, and developing strategies to mitigate risks.
- 3.9 Security audits and penetration testing: These services involve conducting thorough assessments of systems and networks to identify weaknesses and vulnerabilities. Penetration testing simulates real-world attacks to test the effectiveness of security measures.
- 3.10 Security architecture and design: help with design secure systems, networks, and applications. Ensure that security measures are incorporated into the design and implementation stages.
- 3.11 Incident response and management: Cybersecurity service provider will



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assist OCRD in responding to security incidents, including investigating breaches, containing the damage, and implementing recovery measures.

- 3.12 Security monitoring and threat intelligence: These services involve continuous monitoring of systems and networks for potential threats or suspicious activities. Gathering information about emerging threats and developing proactive strategies to counter them.
- 3.13 Security awareness training: engage cybersecurity services to educate employees about best practices, policies, and procedures to maintain a secure working environment. This training aims to enhance employees' awareness of potential threats and their role in maintaining security.
- 3.14 Managed security services: external provider advise on security infrastructure, including firewalls, intrusion detection systems, and other security tools.
- 3.15 Data protection and encryption: help OCRD implement robust encryption and data protection measures to safeguard sensitive information from unauthorized access or disclosure.
- 3.16 Vulnerability management: Cybersecurity service provider to assist in identifying and patching vulnerabilities in systems, applications, and networks to minimize the risk of exploitation.
- 3.17 Compliance and regulatory services: help OCRD navigate industry-specific compliance requirements, such as Auditor General South Africa (AGSA) findings and DPSA directives, ensuring they meet the necessary security standards.

4. COMPETENCES

Bidders should be competent in:

- 4.1 Analysis: Identify and understand issues, problems and opportunities; compare data from different sources to draw conclusions.
- 4.2 Communication: Clearly convey information and ideas through a variety of media to individuals or groups in a manner that engages the audience and helps them understand and retain the message.



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- 4.3 Exercising Judgement and Decision Making: Use effective approaches for choosing a course of action or developing appropriate solutions; recommend or take action that is consistent with available facts, constraints and probable consequences.
- 4.4 Technical and Professional Knowledge: Demonstrate a satisfactory level of technical and professional skill or knowledge in position-related areas; remains current with developments and trends in areas of expertise.
- 4.5 Building Effective Relationships: Develop and use collaborative relationships to facilitate the accomplishment of work goals.
- 4.6 Client Focus: Make internal and external clients and their needs a primary focus of actions; develop and sustain productive client relationships.
- 4.7 Demonstrated ability to describe non-functional requirements and translate into architecture constraints.
- 4.8 Experience with financial systems and business processes.

5. TECHNICAL REQUIREMENTS

The bidding Cyber Security Provider must demonstrate abilities to:

- 5.1 Monitor information systems, computers and networks to detect cyber threats and respond to cyber threats and finally to remediate information security threats and vulnerabilities.
- 5.2 Analyse, design, and facilitate capabilities, solutions, or preventative/remediation controls to protect proprietary/confidential data and systems in accordance with industry standards and governance/compliance requirements.
- 5.3 Review the current procedures in information security, Technical Incident.
- 5.4 Response Planning and Business Continuity Planning and advice whether they require revision.
- 5.5 Synthesize solution design, architectural patterns, policy and regulatory frameworks, privacy considerations, and risks in the creation of holistic



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- solutions that span technologies and capabilities.
- 5.6 Support the front-line defence of networks, protecting information from unauthorized access and violations. Analyse and assess potential security risks, develop plans to deal with such incidents by putting measures in place such as firewall, IPS and IDS, monitoring and auditing systems for abnormal activity, and executing corrective actions. Prepare technical reports.
 - 5.7 Carry out tests on a system to expose weaknesses in security. Essentially, do everything a hacker would do, but do it on behalf of OCRD who owns the network, for example, access information without usernames and passwords, and will try to break through whatever security applications are in place. Report findings and then suggest what upgrades/solutions to be implemented.
 - 5.8 Analyse computer and server logs and uncover links between events, groups and individuals through pursuit of data trails.
 - 5.9 Work across different operating system platforms and technologies to design holistic security designs that treat identified risks and enable strategic and/or tactical business or IT solutions.
 - 5.10 Research/investigate emerging business application security topics, threats, capabilities, and solution options to create/update policy and governance, technology strategies, solution architecture and vulnerability assessments.
 - 5.11 Apply industry standard risk management technique and knowledge across various business application security capabilities, that is , technical, application, data and mobile to determine effectiveness of controls and to create action plans that remediate identified risks.
 - 5.12 Apply broad-based knowledge of security technologies with an in-depth/specialized knowledge of security tools like Nmap, Open VAS, Snort, Wireshark, Kali Linux etc.
 - 5.13 Apply systems analysis techniques, including consultations with users to determine security specifications.
 - 5.14 Suggest and provide advice on the best solutions to backup sensitive and confidential data on the cloud for disaster recovery.



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6. REPORTING REQUIREMENTS/DELIVERABLES

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

- 6.1 *Inception report.* The inception report should mainly include how the service provider understands/interprets the ToRs; any additions/clarifications to the ToRs; a refined methodology to be adopted; action plan; expectations from OCRD; and the preferred payment schedule.
- 6.2 Work plan of the cybersecurity assessment.
- 6.3. Progress reports and frequency.
- 6.4. Vulnerability assessment technical review report.
- 6.5. Technical Incident Response review report
- 6.6. Business Continuity review report.
- 6.7 Review cybersecurity policy and procedure.
- 6.8. Any other report, as required.

7. 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 OCRD'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.

8. PROJECT DURATION

- 8.1 The duration of the contract will be for a period of 36 (thirty-six) months commencing from the date of appointment and subject to a signed Service Level Agreement (SLA) with the Department.



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9. 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.

- 9.1 Bidders are required to be registered on the Central Supplier Database (CSD) and the Department of Agriculture, 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 bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant.
- 9.2 The bidder must submit letters from their OEM indicating that their accredited to provide the proposed solution.
- 9.3 Attendance of the compulsory briefing session.

10. EVALUATION CRITERIA

- 10.1 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.
- 10.2 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.
- 10.3 Functionality will be evaluated based on the supporting documentation supplied by bidders in accordance with the below functionality criteria.



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The applicable values that will be utilized when scoring each criterion ranges from: **1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent.**

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
ABILITY AND CAPABILITY	Company experience: The bidder must have provided similar products and services, including maintenance and support in the last five years. Evidence: reference letter under the client-company letter head confirming service rendered, duration of contract and bidders' performance. The reference letter must be signed.	30
	Key project team to be utilized in the execution of the contract (personnel skills and experience in rollout, implementation and support of proposed products and services) Evidence: please attach personnel CVs with skill(s)/ experience, Information Security qualification(s), and or relevant certification relating to installation, support, and maintenance of Cyber Security Solution.	20
	Incident response time in terms of turnaround times.	20
METHODOLOGY	Detailed project execution plan in line with the scope of work.	30
TOTAL		100

11. EVALUATION GUIDELINE

- 11.1 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.
- 11.2 Only Service providers that achieve the minimum qualifying percentage for functionality will be evaluated further in accordance with the 80/20 preference points system.
- 11.3 Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.



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Scoring Criterion	1 Poor	3 Good	4 Very Good	5 Excellent
Company experience in Cyber security services	Less than 3 years' of experience in Cyber security services including support and maintenance in the past 5 years	Above 3-4 years' of experience in in Cyber security services including support and maintenance in the past 5 years		More than 5 years' of experience in in Cyber security services including support and maintenance in the past 5 years
CV's of Personnel with , Information Security qualification(s), and or relevant certification to be assigned to the projects.	Less than 3-years' experience in installation, support, and maintenance of Cyber Security Solution and Information Security qualification(s),	Above 3-4 years' experience in installation, support, and maintenance of Cyber Security Solution and Information Security qualification(s)		More than 5 Years' experience in installation, support, and maintenance of Cyber Security Solution, Information Security qualification and Cyber Security certification
Incident response time in terms of turnaround times.	No or irrelevant information	Meet specified turnaround time including patch management, system updates and security configurations reviews		Less than 12hrs of turnaround time including comprehensive Cyber report including incident documentation, reporting, and post-incident analysis.
Methodology	No information or irrelevant information submitted	Schedule attached in line with scope of work		Methodology covering all areas on rating 3 including: -A clear Mitigation plan in line with Cyber Security project plan implementation



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No.	The Specific goals allocated	Number of points allocated
1	<p>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 of the Republic of South Africa by Naturalization)-</p> <p>(a) Before 27 April 1994</p> <p>(b) On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.</p>	8
2	Who is female	5
3	Who has disability	2
4	Specific goal: Youth	2
5	<p>Specific goal: Locality: Promotion of South African owned Enterprises</p> <p>(a) a valid municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s or</p> <p>(b) a valid lease agreement from the lessor or</p> <p>(c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.</p>	3
Total points for HDIs		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 promotion of specific goals.

11.7 If two or more tenderers have equal points, including equal preference



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points, the successful tender must be the one scoring the highest score for functionality, if functionality is part of the evaluation process.

- 11.8 In the event that two or more tenderers are equal in all respects, the award must be decided by the drawing of lots.

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 DALRRD is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and DALRRD may reject any bid. DALRRD 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 DALRRD 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 DALRRD and the successful Bidder governing all rights and obligations related to the required services. The SLA shall be prepared by DALRRD to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by DALRRD (whether arising from the specifications of the successful bidder's proposal or otherwise).



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12.7 After careful consideration and thorough examination of the proposals, DALRRD 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 DALRRD.

15. TERMS AND CONDITIONS OF BID

15.1 Awarding of the bid will be subject to the Service Provider's expressing acceptance of the DALRRD Supply Chain Management general contract conditions. This terms of reference will also form part of the service level agreement.

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 DALRRD 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



TERMS OF REFERENCE FOR PROCUREMENT OF CYBERSECURITY SERVICES FOR THE OFFICE OF CHIEF REGISTRAR OF DEEDS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS

- Budget breakdown
 - Method of communication and reporting
- 15.4 Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period, the DALRRD 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 Department of Agriculture, Land Reform and Rural Development shall:**
- 15.9.1 Conduct business in a courteous and professional manner with the Service Provider.
- 15.9.2 Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- 15.9.3 Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
- 15.9.4 The DALRRD 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.
- 16. BRIEFING AND SITE INSPECTION**
- 16.1 There will be a compulsory briefing session to be held at Agri Place, 20 Steve Biko Road, formerly known as Beatrix Street, Arcadia, Pretoria,0002



TERMS OF REFERENCE FOR PROCUREMENT OF CYBERSECURITY SERVICES FOR THE OFFICE OF CHIEF REGISTRAR OF DEEDS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS

17. CONTACT PERSONS

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

For technical enquiries, please contact:

Mr. D Nodada

Tel: 083 327 3685

dumisaninod@dalrrd.gov.za

OR

Mr. O Sedumedi

Tel: 079 973 0811

oageng.sedumedi@dalrrd.gov.za

For Supply Chain Management enquiries, please contact:

Mr. Buti Matjila

Tel: 082 385 4570

buti.matjila@dalrrd.gov.za

MS. LINDIWE LERIBA
ASSISTANT DIRECTOR: DEMAND MANAGEMENT
DATE:

ENDORSED/ NOT ENDORSED/ COMMENTS

MR. H BALOYI
ACTING DEPUTY DIRECTOR: DEMAND AND ACQUISITION MANAGEMENT SERVICE
DATE:



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

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

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

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

8. Inspections, tests and analyses 8.1 All pre-bidding testing will be for the account of the bidder.

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

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

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

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

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

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

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

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

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

10. Delivery 10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents** 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 13.1 The supplier may be required to provide any or all of the following **services** 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** 26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** 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 28.1 Except in cases of criminal negligence or willful misconduct, and in **liability** 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 29.1 The contract shall be written in English. All correspondence and other **language** documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable 30.1 The contract shall be interpreted in accordance with South African **law** 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 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp **duties** 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 to the purchaser.

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

33. National Industrial Participation Programme (NIP)

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

- 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.