

## **DLRRD (CRD- 03) 2025/26**

**THE APPOINTMENT OF SERVICE PROVIDER FOR ADVANCED ELECTRONIC  
SIGNATURES FOR THE DEPARTMENT OF LAND REFORM AND RURAL  
DEVELOPMENT: DEEDS REGISTRATION TRADING ENTITY FOR A PERIOD OF  
SIXTY (60) MONTHS**

**KINDLY TAKE NOTE THAT THERE WILL BE NO BRIEFING SESSION FOR THIS  
BID, HOWEVER QUESTIONS MAY BE DIRECTED TO THE FOLLOWING  
OFFICIALS **ON OR BEFORE 27 AUGUST 2025 AT 16H00 VIA EMAILS****

### **For Bid Technical enquiries:**

Ms. Queen Khanyile

Tel: 066 299 5344

E-mail: [Queen.Khanyile@deeds.gov.za](mailto:Queen.Khanyile@deeds.gov.za)

### **For Bid Administration enquiries**

Mr. Buti Matjila

Tel: 082 385 4570

E-mail: [Buti.Matjila@deeds.gov.za](mailto:Buti.Matjila@deeds.gov.za)



# land reform & rural development

Department:  
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: (012) 337 9337; WEB: [www.dlrrd.gov.za](http://www.dlrrd.gov.za)

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

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**BID NO:** DLRRD (CRD-03) 2025/26 **CLOSING TIME:** 11:00 **CLOSING DATE:** 05 SEPTEMBER 2025

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find:
  - 2.1 Authority to Sign the Standard Bidding Documents (SBDs) on behalf of an Entity ..... Page 3 - 4
  - 2.2 Invitation to Bid – SBD 1 ..... Page 5- 6
  - 2.3 Pricing Schedule (Services) – SBD 3.3 ..... Page 7
  - 2.4 Declaration of Interest – SBD 4 ..... Page 8-10
  - 2.5 Preference Points Claim Form – SBD 6.1 ..... Page 11 -17
  - 2.6 Supplier Maintenance (Bank Details) Form ..... Page 18- 19
  - 2.7 Terms of Reference ..... Page 20 - 34
  - 2.8 General Conditions of Contract (GCC) ..... Page 35- 49
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; Agriculture Place, 20 Steve Biko Street, 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

**SIGNATURE**

**MS. L LERIBA**

**(A) DEPUTY DIRECTOR: DEMAND AND ACQUISITION MANAGEMENT**

**DATE: 15 AUGUST 2025**

## **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.”

## 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:

<b>MABEL HOUSE (Pty) Ltd</b>	
By resolution of the Board of Directors taken on <i>26 May 2021</i> ,	
<b>MR A.F JONES</b>	
has been duly authorized to sign all documents in connection with	
BID No. DLRRD (CRD-03) 2025/26, and any contract which may arise	
there from,	
on behalf of <i>MABEL HOUSE (Pty) Ltd</i> .	
SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)	
IN HIS CAPACITY AS: Managing Director	
DATE: 20 May 2000	
SIGNATURE OF SIGNATORY: (Signature of A.F Jones)	
As witnesses:	
1.	.....
2.	.....
Signature of person authorized to sign the tender: .....	
Date: .....	

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT</b>					
BID NUMBER:	DLRRD (CRD-03) 2025/26	CLOSING DATE:	05 SEPTEMBER 2025	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF THE SERVICE PROVIDER FOR ADVANCED ELECTRONIC SIGNATURES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT: DEEDS REGISTRATION TRADING ENTITY FOR A PERIOD OF SIXTY (60) MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:</b>					
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
20 AGRICULTURAL PLACE, STEVE BIKO STREET, ARCADIA					
PRETORIA, 0002					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. BUTI MATJILA		CONTACT PERSON	Ms. QUEEN KHANYILE	
TELEPHONE NUMBER	082 385 4570		TELEPHONE NUMBER	066 299 5344	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:Buti.Matjila@deeds.gov.za">Buti.Matjila@deeds.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Queen.Khanyile@deeds.gov.za">Queen.Khanyile@deeds.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> 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

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 SERVICE PROVIDER: .....

**BID NO.: DLRRD (CRD-03) 2025/26 CLOSING DATE: 05 SEPTEMBER 2025 CLOSING TIME: 11H00**

**NOTE:** All prices must be VAT inclusive and must be quoted in South African Rand.

1. Bid offers must be valid for the period of **90** days after the closing date.
2. Bidders are required to indicate ceiling pricing based on the total estimated time for completion of all deliverables and including all expenses inclusive of all applicable taxes for the project. Payment will be made on a time and cost basis upon successful completion of a deliverable on a portion thereof per agreement.

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

**3. Breakdown of the estimated Cost**

DESCRIPTION	UNIT COST	QUANTITY	TOTAL COST
License (120) users	R	60 Months	R
Integration & Set up Fees	R	Once-off	R
Training (120) users	R	Once-off	R
Vat @ 15%			R
Total (VAT Incl.)			R

**NB:** Deeds Registration Trading Entity will not be responsible for any travelling cost.

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

Bid Initials .....

Bid's Signature.....

Date:.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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

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<sup>1</sup> 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 consortium<sup>2</sup> 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

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

**BID PROCESS (EQUAL OR BELOW R 50 MILLION)**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

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**1. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically Disadvantaged individuals”** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
  - Before 27 April 1994; or
  - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

## 2. GENERAL CONDITIONS

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

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

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

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

2.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality	3		

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

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
  - **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
  - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
  - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
  - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
  - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

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

### **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

#### **3.1. POINTS AWARDED FOR PRICE**

##### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

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<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>max</sub> = 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.

<p>..... <b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... .....



BAS

☐

LOGIS

☐

Office

System User Only

Captured By:

Captured Date:

Authorized By:

Date Authorized:

Safety Web Verification

☐ YES

☐ NO

The Director General: Department of Land Reform and Rural Development

I/We hereby request and authorize you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorized will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post. Please ensure information is valid as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume 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	

☐ New Supplier Information

☐ Update Supplier Information

Supplier Type

☐

Individual

☐

Department

Department

Number

☐

Company

☐

Trust

☐

CC

☐

Other

Other Specify

☐

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"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
ID Number	
Passport Number	
Company Registration Number	
*CC Registration	
* Please include CC/CK where applicable	
Practise Number	
<p style="color: red; margin: 0;">When the bank stamps this entity maintenance form they confirm that all the information completed by the entity is correct.</p>	<p><b>Bank stamp</b></p> <p>It is hereby confirmed that this detail have been verified against the following screens  <b>ABSA</b>-CIF screen  <b>FNB</b>-Hogan's system on the CIS4  <b>STD</b> Bank-Look-up-screen  <b>Nedbank</b>- 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>	
E-mail Address	<i>Cell Code</i>	<i>Cell Number</i>	
Contact Person			

	Supplier details	Departmental sender details	
Signature			Address of Agriculture, Land Reform and Rural Development Office where form is submitted from:
Print Name			
Rank			
Date (dd/mm/yyyy)			



## TERMS OF REFERENCE FOR APPOINTMENT OF THE SERVICE PROVIDER FOR ADVANCED ELECTRONIC SIGNATURES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT: DEEDS REGISTRATION TRADING ENTITY FOR A PERIOD OF SIXTY (60) MONTHS

### 1. INTRODUCTION

The Department of Land Reform and Rural Development (DLRRD) Deeds Registration branch through its Deeds Registries is tasked with the registration and safe keeping of the title deeds and other documents as required by law. As part of fulfilling the branch's mandate and in keeping with the modernizing strategy, the electronic Deeds Registration System (eDRS) project has been initiated. In that regard, the State Information Technology Agency (SITA) was appointed as a solution development partner for the design, development, testing and implementation of the eDRS. The prerequisite for eDRS was the Deeds Registration System (DRS) migration project, digitization of physical records as well as business process improvement. As part of the said business process improvement, Advanced Electronic Signatures (AES) became a requirement. The AES is aimed at providing primary users with a convenient, user-friendly platform for signing deeds and documents online.

### 2. SCOPE OF WORK

This section details the scope of work for the selected bidder, encompassing the business and technical requirements for the AES solution, including functional, non-functional, and security requirements:

#### 2.1. Business Requirements:

The AES solution must align with the DLRRD's strategic objectives of modernizing its document signing processes, ensuring legal validity and security, and improving user experience. The solution should facilitate efficient and reliable signing of deeds and documents within the eDRS, adhering to all relevant regulations and standards, including the Electronic Communications and Transactions Act 25 of 2002 and South African Accreditation Authority (SAAA) accreditation. The solution must also integrate seamlessly with the existing eDRS platform and support various authentication methods. Business requirements to cover the points below:

- (a) **Modernizing Document Signing:** The system should make signing documents electronically easier and more up to date, replacing paper-based processes. Think of it like moving from physically signing a form to signing it on your computer or phone.
- (b) **Legal Validity and Security:** The signatures created by the system must be legally recognized and secure, so no one can tamper with them or deny



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having signed them. It's like having a digital equivalent of a notarized signature.

- (c) **Improved User Experience:** The system should be easy and straightforward for anyone to use, even if they're not tech experts. It should be as simple as possible to sign a document electronically.
- (d) **Efficient and Reliable Signing:** The system should work quickly and consistently, without errors or delays. It needs to be a trustworthy tool that people can rely on.
- (e) **Integration with eDRS:** The new signing system must work seamlessly with the existing eDRS platform (the electronic system for managing deeds). They should be able to "talk" to each other without problems.
- (f) **Support for Various Authentication Methods:** The system should offer different ways to verify who someone is before they sign, like using a password, a one-time code sent to their phone, or even biometrics (like a fingerprint). This adds extra layers of security.
- (g) **Training for users:** Training of users (120) on the AES platform and provision of user manuals (e.g. PDF, digital).
- (h) **Data Retention and Handover:** All data generated, processed, or stored as part of the AES solution remains the property of DLRRD. Upon termination or expiry of the contract, all departmental data must be securely returned in a structured and accessible format, and all data must be deleted from service provider's systems.

## 2.2 Technical Requirements

### 2.2.1 Functional Requirements

- (a) **Signature Validation:** The system can check if a signature is real and valid.
- (b) **Workflow Integration:** The system can be connected to other systems and applications to automate signing processes.
- (c) **Certificate Management:** The system can handle digital certificates (like electronic IDs) that are used to verify identities.
- (d) **Intuitive User Interface:** The system has a user-friendly design that's easy to navigate.
- (e) **Cross-Device Compatibility:** The system works on different devices (computers, phones, tablets) and operating systems (Windows, macOS, Android, iOS).
- (f) **Multiple Signature Formats:** The system supports different types of digital signatures to ensure compatibility with other systems.
- (g) **Signature Appearance Customization:** Users can customize how their signature looks on the document (e.g., adding a scanned image of their signature).
- (h) **Bulk Signing/Batch Signing:** The system can sign multiple documents at once.
- (i) **Document Preview:** Users can see the document before they sign it.
- (j) **Signature Status Tracking:** The system can track the status of signed documents (e.g., who signed it, when).



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- (k) **Integration with DMS:** The system can connect to the document management system (within eDRS) to store and manage signed documents.
- (l) **Support for Different Authentication Methods:** As mentioned before, the system offers various ways to verify the signer's identity.
- (m) **Error Handling and User Support:** The system provides helpful error messages and offers support to users who need help.
- (n) **Multi-Signature Support:** The system must support the ability for multiple authorized individuals to sign a single document. This should include:
  - (i) **Configurable signature thresholds:** The ability to define the minimum number of signatures required for a document to be considered valid (e.g., 2 out of 3, 3 out of 5).
  - (ii) **Role-based access control for multi-signature workflows:** The ability to restrict multi-signature initiation and approval to specific roles or user groups.
  - (iii) **Clear indication of signature status:** The system should clearly display the status of each signature (e.g., signed, pending, rejected) on multi-signed documents.
  - (iv) **Audit trails for multi-signature events:** Comprehensive audit logs should record all multi-signature related events, including who initiated the signing process, who signed, timestamps, and any changes to the signature threshold.
  - (v) **Support for different multi-signature workflows:** The system should support different workflows, such as sequential signing (signatures required in a specific order) or parallel signing (signatures can be applied in any order).
  - (vi) **Integration with existing authentication mechanisms:** Multi-signature workflows should integrate seamlessly with the system's existing authentication methods (Multi-Factor Authentication, etc.).

### 2.2.2 Non-Functional Requirements

- (a) **Performance and Scalability:** The system is fast and can handle a large number of users and documents.
- (b) **Availability and Reliability:** The system is always available and works reliably.
- (c) **Security:** The system is secure and protects sensitive data.
- (d) **Usability:** The system is easy to use.
- (e) **Maintainability:** The system is easy to maintain and update.
- (f) **Interoperability:** The system works with other systems.

### 2.2.3 Security Requirements

- (a) **Secure Key Management:** The system securely manages the digital keys used for signing.
- (b) **Role-Based Access Control:** Different users have different levels of access to the system.
- (c) **Regular Security Assessments and Penetration Testing:** The system is regularly checked for security vulnerabilities.



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## 3. DELIVERY ADDRESS

The delivery of the software will depend on the service provider where it's On-premises, Off-premises or if it will be delivered as a service.

## 4. SERVICE ELEMENTS

### 4.1 Full-Service Agreement

The awarded service provider to provide maintenance and support of the services during the following hours:

- (a) Normal Office Hours - 06:00 - 18:00 on Mon - Fri, excluding public holidays
- (b) Weekday after hour is 18h00 – 06h00 Mon – Fri, excluding public holidays
- (c) Weekend and public holidays 24hour Sat and Sun, including public holidays

## 5. 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.**

MANDATORY REQUIREMENTS	SUBSTANTIATING EVIDENCE OF COMPLIANCE (used to evaluate bid)	EVIDENCE REFERENCE (to be completed by bidder)
The bidder <b>must</b> have the following accreditation: South African Accreditation Authority (SAAA).	Attach SAAA certificate	Provide unique reference to locate substantiating evidence in the bid response.
The bidder <b>must</b> demonstrate a consistent record of positive annual audit outcomes related to their accreditation.	Submission of independent annual audit reports or official summaries/certificates of audit completion for the specified period; or submit a preliminary audit report issued by a registered auditor as interim evidence of compliance in cases where the bidder has not yet undergone a full audit cycle.	Provide unique reference to locate substantiating evidence in the bid response.
It is a condition of this bid that bidders must be registered on the Central Supplier Database	Provide a copy of CSD Registration Summary Report or indicate the	Provide unique reference to locate substantiating





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<b>MANDATORY REQUIREMENTS</b>	<b>SUBSTANTIATING EVIDENCE OF COMPLIANCE <i>(used to evaluate bid)</i></b>	<b>EVIDENCE REFERENCE <i>(to be completed by bidder)</i></b>
prior to submitting to bids. Bidders must also ensure that their tax Matters are compliant before the award of the Bid. The tax status will be verified on Central Supplier Database or SARS e-Filing Systems. Where Consortium / Joint Ventures / Sub-contractors are involved, the tax status of each.	CSD Registration Number on SBD 1 Form.	evidence in the bid response
Authority to sign the Standard Bidding Documents	Provide proof for authorization to sign the Standard Bidding Documents	Provide unique reference to locate substantiating evidence in the quotation response

## **6. EVALUATION CRITERIA**

6.1 This bid shall be evaluated in three stages. On first stage bids will be evaluated on functionality. The second stage of the evaluation is the system demonstration whereas the third stage will be done in accordance with 80/20 preference points system.

6.2 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.

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

6.4 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.





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The applicable values that will be utilized when scoring each criterion range from: **1= Poor, 3 = Good & 5 = Excellent.**

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
<b>1. ABILITY AND CAPABILITY</b>	<p><b>Company Experience:</b> experience of the company in Advanced Electronic Signatures.</p> <p>The content of the reference letters/testimonials must indicate the following:</p> <ul style="list-style-type: none"> <li>Type of services rendered,</li> <li>Duration of the project</li> <li>They need to explicitly address that the company <b>has successfully deployed AES.</b></li> </ul> <p><i>Signed reference letters on company letterheads from the mentioned references confirming previous/current successful implementations should contain the following detail: client's company name, name of person who may be contacted and telephone number, description of services and an indication of whether the project was successful.</i></p> <p><b>NB: Contracts, Service Level Agreements, Appointment Letters and Purchase Orders will not be considered as proof of experience</b></p>	50%
	<p><b>Project Team Details:</b> details of the project team resource (Project Manager/ technical manager, and technical resources) to be utilized in the execution of the contract (Personnel skills and experience in the AES services). Please attach detailed personnel CVs with skill(s) experience and qualification(s) relating to AES services/projects.</p>	25%
<b>2. METHODOLOGY</b>	<p><b>Detailed Broad Methodologies:</b> in line with the AES services task descriptions out lined under the project scope, proposed work schedule/duty sheet/project plan with clear milestone and timeframes and deployment plan.</p>	25%
<b>TOTAL</b>		<b>100 %</b>



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EVALUATION SCORING CRITERIA**

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

**1= Poor, 3 = Good & 5 = Excellent**

<b>SCORING CRITERION</b>	<b>1. POOR</b>	<b>3. GOOD</b>	<b>5. EXCELLENT</b>
<p><b>Company Experience:</b> Number of Successfully Implemented AES Projects.</p> <p>The content of the reference letters/testimonials must indicate the following:</p> <ul style="list-style-type: none"> <li>▪ Type of services rendered,</li> <li>▪ Duration of the project</li> <li>▪ They need to explicitly address that the company <b>has successfully deployed AES.</b></li> </ul> <p><i>Signed reference letters on company letterheads from the mentioned references confirming previous/current successful implementations should contain the following detail: client's company name, name of person who may be contacted and telephone number, description of services and an indication of whether the project was successful.</i></p>	<p>Fewer than 2 AES projects successfully implemented.</p>	<p>2–4 AES projects successfully implemented, with partial relevance to public sector or deeds registration.</p>	<p>5 or more AES projects successfully implemented, including at least 2 in the public sector or similar regulated environments.</p>
<p>Details of the project team resources (Project Manager/technical manager, and technical resources) to be utilized in the execution of the contract (Personnel skills and experience in the AES services).</p> <p>Attach detailed personnel CVs with skill(s) experience/qualification(s) relating to AES services/ projects.</p>	<p><b><u>Project Manager</u></b></p> <p>Less than 2 years' experience in managing AES implementations.</p>	<p><b><u>Project Manager</u></b></p> <p>2-4 years' experience in managing AES implementations.</p>	<p><b><u>Project Manager</u></b></p> <p>More than 5 years' experience in managing AES implementations, including large-scale projects.</p>



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SCORING CRITERION	1. POOR	3. GOOD	5. EXCELLENT
	<p><b><u>Technical Manager</u></b></p> <p>Less than 2 years' experience as a Technical Manager for AES Implementations.</p> <p><b><u>Technical Resources</u></b></p> <p>Less than 2 years' experience in AES implementations. CVs lack specific details about AES projects.</p>	<p><b><u>Technical Manager</u></b></p> <p>2-4 years' experience as a Technical Manager for AES Implementations</p> <p><b><u>Technical Resources</u></b></p> <p>2-4 years' experience in AES implementation s. CVs provide relevant details about AES experience and skills.</p>	<p><b><u>Technical Manager</u></b></p> <p>More than 5 years' experience as a Technical Manager for AES implementations.</p> <p><b><u>Technical Resources</u></b></p> <p>More than 5 years' experience in AES Implementations. CVs demonstrate deep expertise and specialized skills in AES, cryptography, and related security areas. Certifications (e.g., CISSP) are a plus.</p>
Detailed broad methodologies in line with AES services task descriptions out lined under the project scope, proposed work schedule/duty sheet/project plan with clear milestone and timeframes, deployment plan.	<p>No information provided, or information is irrelevant to AES implementation.</p> <p>Lacks key components like a work schedule,</p>	<p>The methodology provided includes: project scope, proposed work schedule/duty sheet/project plan with clear milestones and timeframes deployment plan.</p>	<p>Comprehensive methodology including Project scope, Detailed work schedule/project plan with clear milestones, timeframes, and dependencies, Comprehensive</p>



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SCORING CRITERION	1. POOR	3. GOOD	5. EXCELLENT
	milestones, or deployment plan.		e deployment plan, Contingency plan.

6.5 The bids that fail to achieve a minimum of **60** points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on the second stage (System Demonstration).

## 7. DEMONSTRATION / PROOF OF CONCEPT REQUIREMENTS

- Only those bids that successfully passed all the previous evaluation stages will progress to this evaluation stage, namely Demonstration / Proof of Concept.
- The bidder will be required to do a Demonstration / Proof of Concept of their proposed solution that contains the ability to support the business objectives in relation to the required technology infrastructure and the required components.
- The evaluation panel may request demonstration or explanation regarding any or all aspect of the technical functionality requirements.
- Bidder to provide a demo or proof of concept. Each Bidder must PRESENT and will be evaluated on the understanding of the solution requirement and presenting the most fit as follows:

### 7.1 COMPLIANCE DEMONSTRATION RESULTS

EVIDENCE PROVIDED:	COMPLYING	NOT COMPLYING	COMMENTS
The AES service must be PDF compatible for seamless integration with existing document workflows. The system must be able to handle the document format used by the DLRRD.			
The AES service must have signer authentication (Strong Multi-Factor Authentication) this is for ensuring only authorized individuals can sign documents. Weak authentication opens the door to fraud.			
The solution must demonstrate Signature Integrity: The system			



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must guarantee that signed documents cannot be altered without detection.			
The AES service must have Time Stamping for establishing the time of signing, which is crucial for legal purposes.			
The AES service must have Signature Validation: The ability to verify signatures which is core to the functionality of an AES system to provide assurance that a signature is authentic and hasn't been tampered with.			
The AES service must have multi-signature support: The ability for multiple authorized individuals to sign a single document (e.g., requiring two out of three signatures) could be valuable for certain types of deeds.			
The AES solution must have Bulk Signing/Batch Signing capability to enable signing of multiple documents at once.			

- (e) Bidders' proposed AES services that fails to comply with all the functional requirements mentioned on table 7.1 will be disqualified.

## **7.2 Exceptional Requirements:**

Bidders demonstrating compliance with the below requirement will be favourably considered:

EVIDENCE PROVIDED:	COMPLYING	NOT COMPLYING	COMMENTS
User-Friendly Interface for Complex Workflows: An intuitive and user-friendly interface for designing, managing, and participating in complex multi-signature workflows. This is critical for user adoption and efficient use of the feature.			



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**8. Third Stage of Evaluation – Evaluation in terms of 80/20 Preference Points System**

8.1 Only bids that met all requirements of Demonstration / Proof of Concept will be evaluated further in accordance with the 80/20 preference points system.

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

8.2 Comparison of eligible Suppliers/ Service Providers in terms of the 80/20 Preference Point System (80 points for PRICE and 20 points for being an HDI and/or subcontracting with an HDI and/or achieving any of the goals specified below:

**Stipulation of the Specific Goals**

NO.	THE SPECIFIC GOALS ALLOCATED	NUMBER OF POINTS ALLOCATED
1.	A person historically disadvantaged by unfair discrimination on the basis of race (Africans, Coloureds, Indians and People of Chinese descent who are South African Citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalization)- (a) Before 27 April 1994 (b) On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.	8
2.	Who is female	5
3.	Who has disability	2
4.	Specific goal: Youth	2
5.	Specific goal: Locality: Promotion of enterprises located in a South Africa. <b>Bidder must submit the following documents</b> (a) A valid municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s <b>or</b> (b) A valid lease agreement from the lessor <b>or</b> A letter on the letterhead of the ward councilor/ traditional authority/ council that must be signed, stamped and dated.	3
<b>Total points for price and HDIs must not exceed</b>		<b>100</b>



Department of Land Reform and Rural Development | Departement van Grondhervorming en Landelike Ontwikkeling | UmNyango wokuBuyiselwa kweNarha nokuThuthukisa iiNdawo zemaKhaya | ISebe loBuyekezo lweMihlaba noPhuhliso lwamaPhandle | UMnyango Wezinguquko Kwezomhlaba Nokuthuthukiswa Kwezindawo Zasemaphandleni | Kgoro ya Peakanyoleswa ya Naga le Tlhabollo ya Dinagamagae | Lefapha la Kabobotjha ya Naha le Ntshetsopele ya dibaka tsa Mahaeng | Lefapha laTokafatso ya Lefatshe le Tlhabololo ya Magae | Litiko Letingucuko Kutemhlaba Nekutfutukiswa Kwetindzawo Tasemaphandleni | Muhasho wa Mbuedzedzo ya Mavu na Mveledziso ya Mahayani | Ndzawulo ya Antswiso wa Misava na Nhluvukiso wa Matikoxikaya.



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- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 If two or more tenderers have equal points, including equal preference points, the successful tender must be the one scoring the highest score for functionality, if functionality is part of the evaluation process.
- 8.7 In the event that two or more tenderers are equal in all respects, the award must be decided by the drawing of lots.

### **9. FORMAT AND SUBMISSION OF BIDS**

- 9.1 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 DLRRD is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and DLRRD may reject any bid. DLRRD reserves the right to appoint the bidder whose bid most successfully



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conforms to the criteria and the requirements in accordance with the terms and conditions described in the bid.

- 9.6 DLRRD may, for any reason and at any time during the selection process, request any bidder to supply further information and/or documentation. The appointment of the successful bidder is subject to the conclusion of Service Level Agreement (SLA) between DLRRD and the successful bidder governing all rights and obligations related to the required services. The SLA shall be prepared by DLRRD to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by DLRRD (whether arising from the specifications of the successful bidder's proposal or otherwise).
- 9.7 After careful consideration and thorough examination of the proposals, DLRRD shall select the successful bidder whose proposal most closely satisfies the criteria and the requirements.
- 9.8 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.

### **10. 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.

### **11. SECURITY AND CONFIDENTIALITY OF INFORMATION**

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

### **12. TERMS AND CONDITIONS OF BID**

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





## **TERMS OF REFERENCE FOR APPOINTMENT OF THE SERVICE PROVIDER FOR ADVANCED ELECTRONIC SIGNATURES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT: DEEDS REGISTRATION TRADING ENTITY FOR A PERIOD OF SIXTY (60) MONTHS**

- 12.2 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.
- 12.3 The DLRRD and Service Provider will sign a Service Level Agreement upon appointment of the suitable Service Provider. The service level agreement will among others include the following:
- Period of agreement
  - Budget breakdown
  - Method of communication and reporting
- 12.4 Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period, the DLRRD may cancel the contract.
- 12.5 The Department reserves the right not to award the bid.
- 12.6 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.
- 12.7 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- 12.8 Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
- 12.9 The Department of Land Reform and Rural Development shall:**
- 12.9.1 Conduct business in a courteous and professional manner with the Service Provider.
- 12.9.2 Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- 12.9.3 Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
- 12.9.4 The DLRRD will enter into a Service Level Agreement upon appointment of the suitable Service Provider. These terms and conditions will also form part of the service level agreement.



**13. DURATION OF THE CONTRACT**

- 13.1 The duration of the contract is sixty (60) months. The deployment and development for integration/interfacing should be completed within three (3) months.

**14. FOR ENQUIRIES REGARDING THIS BID PLEASE CONTACT THE FOLLOWING PERSONS:**

**For technical enquiries, please contact:**

Ms. Queen Khanyile

Contact Numbers: 066 299 5344

Email address: [Queen.Khanyile@deeds.gov.za](mailto:Queen.Khanyile@deeds.gov.za)

**For Supply Chain Management enquiries, please contact:**

Mr. Buti Matjila

Contact Numbers: 082 385 4570

Email address: [Buti.Matjila@deeds.gov.za](mailto:Buti.Matjila@deeds.gov.za)



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **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](http://www.treasury.gov.za)

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

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

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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



**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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|---|---|
| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>   |
| <b>17. Prices</b>                               | <p>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.</p>  |
| <b>18. Contract amendments</b>                  | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>   |
| <b>19. Assignment</b>                           | <p>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.</p>   |
| <b>20. Subcontracts</b>                         | <p>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.</p>   |
| <b>21. Delays in the supplier's performance</b> | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>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.</p> <p>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.</p> <p>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</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.



- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)