

LA 1.2

5/2/2/1- DLRRD 0015 (2025/2026)

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

CLOSING DATE: 07 NOVEMBER 2025 @ 11:00

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE: 24 OCTOBER 2025

VENUE: BOARDROOM C1-16, 600 LILLIAN NGOYI, BEREA PARK, PRETORIA 0001

TIME: 10:00

TECHNICAL ENQUIRIES : Mr. Pheko Khatlake / Ms. Dikeledi Khukhele
TEL : (012) 312 8796 / 8511
EMAIL : Pheko.khatlake@dlrrd.gov.za / Dikeledi.khukhele@dlrrd.gov.za

BID RELATED ENQUIRIES : **BIDS MANGEMENT UNIT**
TEL : (012) 312 8383/ 8381/ 9627
EMAIL : Bids@dlrrd.gov.za

NB: BID CLOSING ADDRESS:
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
600 LILLIAN NGOYI STREET, PRETORIA, 0001

LA 1.1



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition
Management Services: **Enquiries:** Mr Abie Olyn: **Tel:** (012) 312 8383

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

BID NUMBER: 5/2/2/1- DLRRD 0015 (2025/2026)

CLOSING TIME: 11H00 **CLOSING DATE:** 07 NOVEMBER 2025

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), SBD1, SBD4, SBD 5, SBD 6.1 Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 16 OCTOBER 2025

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

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| 16. Payment | <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> |
| 17. Prices | <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> |
| 18. Contract amendments | <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> |
| 19. Assignment | <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> |
| 20. Subcontracts | <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> |
| 21. Delays in the supplier's performance | <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 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</p> |

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
BID NUMBER:	5/2/2/1 DLRRD 0015 (2025/2026)		CLOSING DATE:	07 NOVEMBER 2025	
			CLOSING TIME:	11:00	
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
600 LILLIAN NGOYI STREET, BEREA PARK					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Bids Management		CONTACT PERSON	Mr. Pheko Khatlake / Ms. Dikeledi Khukhele	
TELEPHONE NUMBER	(012) 312 8381/8383/9627		TELEPHONE NUMBER	(012) 312 8796 / 8511	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Bids@dlrrd.gov.za		E-MAIL ADDRESS	Pheko.khatlake@dlrrd.gov.za Dikeledi.khukhele@dlrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
1.5	VALIDITY PERIOD: 120 DAYS
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

SBD4**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

SBD4

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

SBD4

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

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

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

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

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

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

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

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

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

Js475wc

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

BID PROCESS (EQUAL OR BELOW R50 MILLION)

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

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

1. DEFINITIONS

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

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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 citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation- a) Before 27 April 1994 I. On or before 27 April 1994 and who would be entitled to acquire	8		

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

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

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** $\times 8 \div 100 =$ 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** $\times 5 \div 100 =$ 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** $\times 2 \div 100 =$ 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** $\times 2 \div 100 =$ number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
 - **Percentage ownership equity** $\times 3 \div 100 =$ number of points claimed.

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

- 4.3 A consortium or joint venture may, based on the percentage of the contract value

managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

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

5. SUB-CONTRACTING

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

YES		NO	
-----	--	----	--

- 5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

- 6.3. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

- 6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	



Directorate: Knowledge, Information and Records Management, 600 Lilian Ngoyi Street, Berea Park, Pretoria, 0001. Tel. 012 312 8796. E-mail: Pheko.Khatlake@dlrrd.gov.za ; Web Address: www.dlrrd.gov.za.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

1. PURPOSE

- 1.1 The purpose of these terms of reference is for the appointment of a service provider to provide off-site storage facility, back scanning, digitization of DLRRD records (offsite/onsite) for the Department of Land Reform and Rural Development (DLRRD) for a period of five (05) years.

2. BACKGROUND AND DISCUSSION

- 2.1 Directorate: Knowledge, Information and Records Management (KIRM) is the custodian of the records management function within the Department. It is responsible for records management oversight to ensure compliance with the National Archives and Records Service of South Africa Act, Act No: 43 of 1996.
- 2.2 The status of information and records within the DLRRD and compliance with NARSSA Act has been flagged as a matter of concern at Executive Management Meetings.
- 2.3 Compliance with NARSSA Act by the Department will also ensure that information security and access risks pertaining to the Protection of Personal information Act (POPIA) and related frameworks are addressed.
- 2.4 Records management inspections were conducted in all branches at National Office and Provinces, one of the major findings was how the records are kept is non-compliant with the NARSSA Act as well as the requirements of the approved DLRRD records management policy.
- 2.5 The National Archives informed the department of its intention to assess if it is compliant with the act in terms of implementing sound records management practices.
- 2.6 Due to the high volume of records that are in the receipt process, it is vital that an off-site storage facility for semi/in-active records be available. The offsite facility will store semi/in-active records that legislation requires the Department to keep until they reach their lifespan.
- 2.7 The back scanning, digitization and an offsite storage will cover the below:



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

DEPARTMENTAL BRANCHES	PROVINCIAL OFFICES AND THEIR RESPECTIVE DISTRICT OFFICES
The Ministry	Kwa-Zulu Natal
Office of the Director-General	Eastern Cape
Land Redistribution and Tenure Reform	Gauteng
Rural Development	North West
Restitution	Northern Cape
Deeds Registration: Trading Entity	Free State
National Geomatics Management Services	Limpopo
Spatial Planning and Land Use Management	Mpumalanga
Provincial Operations	Western Cape
Financial Management Services	
Corporate Support Services	

3. PROJECT SCOPE AND DEFINITION OF WORK

3.1 The prospective bidder is expected to provide a comprehensive and reliable back scanning, digitization of DLRRD records (Offsite/Onsite) and off-site facility. The bidder must demonstrate how these tasks will be executed or performed.

- ***NB: The bidder will only be paid for work executed or performed and lastly, they will be expected to produce accurate quantities at the end of the activities.***

3.1.1 OFFSITE STORAGE FACILITY

3.1.1.1 SCOPE OF WORK

The appointed bidder will be required to:

a. Secure Off-site Storage Facility

- Provide a purpose-built or suitably adapted facility for safe and secure storage of records.
- Implement access control, Closed-Circuit Television (CCTV), fire detection/suppression, pest control, and environmental monitoring (temperature/humidity).

b. Collection, Transport & Delivery

- Collect records from departmental offices upon request to the facility.
- Ensure secure and trackable transportation of records from departmental offices to the facility.
- Deliver requested files/documents from the facility to the offices within agreed turnaround times.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

c. Records Management Services

- Catalogue, barcode, and index all stored records in line with the departmental file plans (classification system).
- Maintain an updated inventory and tracking system.
- Provide retrieval services on demand, including - Physical file delivery or Scanned copies (scan-on-demand/email service).

d. Access & Confidentiality

- Ensure authorized access only, with strict adherence to confidentiality and data protection laws.
- Provide detailed audit trails of access, retrievals, and movements of records.

e. Archival Supplies & Support

- Supply archival stationery (acid-free boxes, file covers, labels) as required.
- Re-box, repair, and stabilize fragile records where necessary.

f. Disposal & Retention Management

- Manage retention schedules in line with departmental records management policies.
- Supervise destruction (once authorized by DLRRD and NARSSA)
- Securely destroy records authorized for disposal, by listing all records due for disposal and produce certificates of destruction.

g. Disaster Recovery & Business Continuity

- Implement a disaster recovery and contingency plan for fire, flooding, or other risks.
- Ensure backup systems for records location, metadata, and retrieval data.

h. Technology Integration

- Provide a portal of digitised inventory/records for tracking, requesting, and monitoring files.
- Ensure compatibility with the Department's information management systems where required.

i. Reporting & Audit

- Provide monthly/quarterly reports on inventory, retrievals, disposals, and compliance.
- Make records and facility available for ad hoc visit by department officials.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

j. Collect & Transfer

- Collect and transfer records from the current storage provider to the newly appointed service provider's facility.
- Verify and reconcile transferred records against existing inventories.
- Ensure secure chain of custody during transportation.

k. Sorting & Categorization (Inclusive of all Page Sizes) and (*Inclusive of all Types – Books, Files, Documents, Maps and Others*).

- Sort departmental records according to functions, categories, and retention schedules.
- Separate active, semi-active, and inactive records.
- Apply classification codes (Reference Number/s) and arrange records in line with approved file plans.

l. Labelling & Indexing (Inclusive of all Page Sizes) and (*Inclusive of all Types – Books, Files, Documents, Maps and Others*).

- Pack records into archival-quality boxes.
- Label boxes/files with unique barcodes/References Numbers for tracking.
- Create inventories and indexes for retrieval purposes.

m. Records Macro-Appraisal

- Conduct appraisal with internal staff for records to determine their long-term value.
- Identify records due for disposal in line with approved retention schedules.
- Produce appraisal reports and lists of records recommended for destruction.

n. Permanent withdrawal of records at the end of the contract

- Identify and retrieve all paper-based records held in custody.
- Prepare a detailed inventory of all records for reconciliation.
- Arrange secure transport and delivery to the contracting institution's designated premises.
- Maintain a documented chain of custody during the withdrawal and transfer process.

3.1.1.2 DELIVERABLES

The bidder will be expected to deliver:

a. Operational Off-site Facility

- Fully functional, secure storage facility meeting archival and safety standards.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

b. Records Inventory & Tracking System

- Catalogued and barcoded records database.
- Real-time electronic inventory access for departmental users.

c. Collection & Retrieval Services

- Timely collection and secure delivery of records.
- Scan-on-demand service for urgent requests.

d. Archival Supplies & Maintenance

- Provision of archival-quality storage materials.
- Re-boxed and well-maintained records.

e. Compliance & Risk Management

- Certificates of destruction for disposed records.
- Compliance with records management legislation and standards.
- Disaster recovery and business continuity plan in place.

f. Training & Support

- User training on the records tracking/portal system.
- Ongoing technical and operational support.

g. Reports & Documentation

- Regular activity reports (retrievals, collections, disposals).
- Annual compliance and audit reports.

h. Reporting & Audit

- Provide monthly/quarterly reports on inventory, retrievals, disposals, and compliance.
- Make records and facility available for inspection or audit.

i. Collecting and Transferring records

- Verified reconciliation reports of records collected from current provider.
- Updated inventory of records received.

j. Sorting & Categorization

- Records sorted and arranged according to functions and file plans.
- Categorization of records as active, semi-active, and inactive.

l. Labelling & Indexing

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

- Archival-quality boxes and labelling completed.
- Barcoded inventory and retrieval index created.

m. Macro-Appraisal

- Macro-appraisal reports identifying retention/disposal requirements.
- Approved destruction lists submitted to DLRRD.
- Certificates of destruction for all disposed records.

n. Permanent withdrawal of records at the end of the contract

- All paper-based records securely packaged, labelled, and delivered.
- Accompanying inventory list cross-checked with custody registers.
- Verified inventory of all records returned.
- Confirmation of completeness and integrity.
- Chain of custody documentation.
- Signed acknowledgement of receipt by the contracting institution.
- Exit clearance confirming that no paper-based records remain with the service provider.

3.1.2 BACK SCANNING AND DIGITIZATION OF DEPARTMENTAL RECORDS (OFFSITE/ONSITE)

3.1.2.1 SCOPE OF WORK

a. Project Planning & Preparation:

- Conduct a site assessment to determine the volume, condition, and formats of records.
- Develop a digitization project plan including timelines, resources, and milestones.
- Establish agreed standards for digitization (resolution, file formats, metadata, indexing).
- Provide appropriate archival stationery, packaging, and tracking mechanisms.

b. Preparation of Records (Inclusive of all Page Sizes) and (*Inclusive of all Types - Books, Files, Documents, Maps and Others*).

- Remove staples, clips, and bindings where necessary.
- Repair or stabilize fragile documents to enable scanning.
- Arrange and index records in accordance with classification systems.

c. Digitization Process (Inclusive of all Page Sizes) and (*Inclusive of all Types - Books, Files, Documents, Maps and Others*).

- Scan records using high-resolution scanners (minimum 300 dpi or as agreed).

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

- Convert to approved formats (e.g., *Portable Document Format / Archival - PDF/A, Tagged Image File Format - TIFF, Joint Photographic Experts Group - JPEG*).
 - Apply Optical Character Recognition (OCR) for text-searchable documents.
 - Apply quality assurance checks for image clarity, completeness, and accuracy.
- d. Indexing & Metadata Capture (Inclusive of all Page Sizes) and (*Inclusive of all Types - Books, Files, Documents, Maps and Others*).
- Assign metadata fields (e.g., file number, title, date, department).
 - Ensure alignment with all filing systems (File plans) and retention schedules.
 - Provide batch-level and item-level indexing.
- e. Delivery of Digital Records
- Deliver digitized files on secure storage media (external drive, server transfer, or cloud) and migrate into the departmental systems.
 - Provide secure access as and when and as a backup (e.g., e-hosting or document/content management system).
- f. Return & Archival of Physical Records
- Return physical records in the original order.
 - Provide archival boxing, labelling, and storage solutions if required.
 - Dispose of duplicates/shredded copies where authorized.
- g. Capacity Building & Support
- Train departmental personnel on accessing and managing digitized records.
 - Provide technical support and system maintenance during the contract period.
- h. Permanent withdrawal of digitized records at the end of the contract.
- Identify, consolidate, and prepare all digitised records and associated metadata hosted on the platform.
 - Export all digitised records in approved, non-proprietary formats (e.g., *Portable Document Format / Archival (PDF/A), Tagged Image File Format (TIFF), Extensible Markup Language (XML), Comma-Separated Values (CSV)*, or as otherwise agreed).
 - Provide secure delivery of all digitised records and metadata on encrypted storage media (external drives/DVDs) or via secure file transfer.
 - Provide supporting documentation, including metadata definitions, indexing structures, and user/system manuals.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

- Ensure secure removal/deletion of all digitised records and related metadata from the service provider's platform once the transfer has been successfully verified.
- Maintain a verifiable chain of custody during the entire withdrawal and transfer process.

3.1.2.2 DELIVERABLES

The bidder will be expected to deliver:

a. Project Plan & Reports

- Inception report with methodology, project plan, and timelines.
- Progress reports at agreed intervals.
- Final project closure report.

b. Digitized Records

- Fully scanned and indexed digital copies of records in agreed formats.
- Optical Character Recognition (OCR) enabled, searchable documents.
- Metadata file/index compatible with departmental systems

d. Access & Hosting

- Secure transfer or hosting of digitized records (on departmental infrastructure or cloud).
- User accounts and access rights if hosted solution is provided.

e. Skills transfer & Handover

- Training manuals and sessions for staff.
- Handover of system credentials, documentation, and user guides.

f. Compliance & Certification

- Quality assurance certificates (ensuring standards met).
- Compliance with data protection, information security, and archival standards.

g. Permanent withdrawal of digitized records at the end of the contract

- All digitised records and metadata delivered in agreed formats.
- Secure delivery through approved media or transfer method.
- System documentation and indexes included.
- Verified inventory of all digitised records and metadata delivered.
- Confirmation of data integrity.
- Chain of custody documentation.
- Certificate of deletion/destruction of all residual copies from the provider's platform.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

- Signed acknowledgement of receipt by the contracting institution.
- Exit clearance confirming the service provider no longer hosts or retains any digitised records.

4. METHOD OF PAYMENT

- 4.1 Payments shall be made on terms as agreed between the bidder and Department of Land Reform and Rural Development.
- 4.2 Order will be generated and placed per user.
- 4.3 Detailed invoices must be submitted on or before the 1st of each month to the Project Manager, or person designated. Invoices accompanied by job sign-off will be paid after verification.
- 4.4 All payments will be made in a South African Rand, not later than thirty (30) days after the submission of invoices with a provision of meeting the agreed Service Level Agreement (SLA).

5. TERMS AND CONDITIONS OF THE BID

- 5.1 Awarding of the bidder will be subject to the Service Provider's acceptance of the DLRRD Supply Chain Management Terms and Conditions.
- 5.2 The appointed Service Provider will enter into a service level agreement with the Department, prior to commencement of the contract.
- 5.3 The Department reserves the right to terminate the contract if there is clear evidence of non-performance, by the service provider as per the agreed SLA.
- 5.4 This proposal is not an offer to purchase any services or materials, and the DLRRD will not incur or be liable for any costs associated with the preparation of this proposal.

6. GENERAL SECURITY

- 6.1 The bidders must have a 24-hour monitored security.
- 6.2 The bidder must have authorized access to the facility.
- 6.3 The bidder must have monitored vault entry.
- 6.4 The bidder must have a secure and dedicated loading and unloading area that is under tight security.
- 6.5 The bidder must have capacity to conduct a daily security check; and
- 6.6 The bidder must inspect and test security systems regularly.

7. DISASTER PREVENTION/PLANNING

- 7.1 The fire detection system should be connected to a central monitoring panel and the system should issue a local warning at the control panel, indicating where the fire has been detected.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

- 7.2 The system should operate a plant shut down sequence to ensure that electrical, gas, heating and air conditioning systems do not contribute to the spreading of the fire.
- 7.3 The building should be equipped with manual fire alarm points; and
- 7.4 The facility should have portable fire extinguishers only with Carbon Dioxide that should be inspected and assessed regularly.
- 7.5 The facilities where the documents are stored must have SABS approved reinforced door, walls, floor, and ceiling.
- 7.6 The facilities where the documents are stored must have Halon or Carbon Dioxide and fire prevention.

8. COURIER VEHICLES

- 8.1 Transport records in secure, enclosed vehicles, preferably with:
 - Lockable compartments
 - Alarm systems
 - GPS tracking (if available)
- 8.2 Ensure no unauthorized stops or access during transit.
- 8.3 Avoid exposure to sun, rain, dust, or moisture.
- 8.4 Follow a direct, pre-approved route with minimal handling.

9. JOINT VENTURE REQUIREMENTS

- 9.1. Legal and Tax Compliance
 - Each JV partner must be Tax Compliant, submit a valid **Tax Compliance Status Pin and provide a Central Supplier Database Number, i.e. MAAA Number.**
- 9.2. Declaration and Disclosure
 - Each bidder must complete a **Declaration of Interest (SBD 4).**
- 9.3. Preferential Procurement Compliance
 - The JV must comply with the **Preferential Procurement Policy Framework Act (PPPFA)** and its regulations.
 - SBD 6.1 must be completed by both JV members/ both JV partners must submit proof to substantiate for points claimed.
- 9.4. JV Agreement
 - Bidders must submit a formal **JV agreement** signed by both parties.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

10. MANDATORY REQUIREMENTS

Failure to adhere to the following conditions will disqualify the bidder's proposal:

10.1 The bidder must demonstrate the ability to provide offsite storage facilities in all the nine (9) provinces.

10.1.1 The bidder must submit a valid NARSSA Letter for each storage facility in all 9 provinces. **OR**

10.1.2 Where a bidder does not have a NARSSA-certified offsite storage facility within a given province, the bidder may establish a formal agreement with a compliant and accredited partner who possesses a valid NARSSA-storage facility in that province. **(Submit the valid NARSSA letter and the agreement)**

NB: This arrangement must be signed by parties involved and submitted as part of the bid. (Attach a valid letter and a signed agreement).

10.2 Bidders must fully complete the pricing schedule on the prescribed template **(NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED SBD 3.1)**

10.3 Bidders must attend a compulsory briefing session.

11. EVALUATION CRITERIA

11.1 This bid shall be evaluated in two stages. The first stage, bids will be evaluated on functionality whilst the second stage will be evaluated in accordance with 80/20 preference points system as stipulated below:

11.2 The First Stage Evaluation of Functionality:

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

11.2.2 The applicable values that will be utilized when scoring each criterion ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER
TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION
OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND
REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05)
YEARS.**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. Capability Firm's experience Track record Competency	The bidder must have a minimum of five (5) reference letters of providing and managing an off-site storage. (The bidder must have a minimum of five (5) reference letters / from contactable clients of managing an off-site storage for Corporate or Government. Each reference letter/s must be on the client's letterhead, stamped and signed and should contain the following details: client's company name and telephone number, description of the project, Start and end date of the project and indicating that the project was successful) • Less than 2 reference letters of providing and managing an off-site storage: score 1 • 3 to 4 reference letters of providing and managing an off-site storage: score 2 • 5 reference letters of providing and managing an off-site storage: score 3 • 6 to 8 reference letters of providing and managing an off-site storage: score 4 • More than 8 reference letters of providing and managing an off-site storage: score 5 <i>NB: The department reserves the right to verify the authenticity of reference letters, in case of negative authenticity, the reference letters will not be considered.</i>	30
2. Capability Firm's experience Track record Competency	The bidder must have a minimum of five (5) reference letters of providing back scanning and digitization. (The bidder must have a minimum of five (5) reference letters / from contactable clients of back scanning and digitization. Each reference letter/s must be on the client's letterhead, stamped and should contain the following details: client's company name and telephone number, description of the project, Start and end date of the project and indicating that the project was successful) • Less than 2 reference letters of providing back scanning and digitization: score 1 • 3 to 4 reference letters of providing and back scanning and digitization: score 2 • 5 reference letters of providing and back scanning and digitization: score 3 • 6 to 8 reference letters of providing and back scanning and digitization: score 4 • More than 8 reference letters of providing and back scanning and digitization: score 5	30

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER
TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION
OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND
REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05)
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	<i>NB: The department reserves the right to verify the authenticity of reference letters, in case of negative authenticity, the reference letters will not be considered.</i>	
3. Methodology & Project Management	Methodology must clearly indicate the following: The bidder must provide a project implementation plan with details on how the services will be carried out as stipulated under the: I. Scope of work for Offsite Storage facility paragraph 3.1.1 (Item A-N) with deliverables and time frames. The plan must contain a work plan, showing tasks and clear timelines. II. Scope of work for back scanning and digitization of departmental records (offsite/onsite) Paragraph 3.1.2 (Item A-H), with deliverables and time frames. The plan must contain a work plan, showing tasks and clear timelines. • The methodology <u>do not outline</u> the requirements as specified in the ToR, (i) and (ii) of the scope of work – score 1 • The methodology <u>inadequately</u> addresses the requirements in the ToR, (i) and (ii) of the scope of work – score 2 • The methodology <u>meets all requirements</u> in the requirements in the ToR, (i) and (ii) of the scope of work –score 3 • The methodology <u>exceeds</u> the requirements in the ToRs for both (i) and (ii) of the scope of work and indicate additional value adds (Disaster recovery plan for all facilities) -score 4 • The methodology <u>substantially exceeds</u> the requirements in the ToRs for both (i) and (ii) of the scope of work and indicate additional value adds (Disaster recovery plan and an alternative energy resource facilities) – score 5	40
TOTAL FOR FUNCTIONALITY		100

NB: 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 second stage Evaluation in terms of 80/20 Preference Points System.

11.3 SECOND STAGE- EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

Only bids that achieve the minimum qualifying score for on Presentation will be evaluated further in accordance with the 80/20 preference points system.

11.3.1 POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

11.4 POINTS AWARDED FOR SPECIFIC GOALS

11.4.1 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 table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.

11.4.2 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— 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

11.4.3 Any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to Service Provider: The Service Provider must indicate how they claim points for each preference point system.

(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. Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Youth	2		
V. Specific goal: Locality Promotion of South African-owned enterprises	3		

The points scored for price must be added to the points scored for specific goals to obtain the Service Provider's total points scored out of 100.

12. CONFIDENTIALITY CLAUSES

12.1 The bidder agrees to keep confidential all records and information of or related to the Department obtained in any manner whatsoever by the

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

Service Provider, and not to disclose such records or information to any third party without the Department's prior written consent.

- 12.2. The bidder will be expected to sign a confidentiality agreement with the DLRRD prior to commencement of the contract.

13. FINANCIAL PENALTIES

- 13.1 Financial penalties will be imposed for milestones, targets and deadline dates not met without providing:

- Timely notification of such delays.
- Reasons for the delays; and
- Supporting evidence which is acceptable to the DLRRD that the delays were beyond the control of the Service Provider.

14. TERMS AND CONDITIONS

- 14.1 Awarding of the bidder will be subject to the Service Provider's acceptance of the DLRRD Supply Chain Management Terms and Conditions
- 14.2 The appointed bidder will enter into a service level agreement with the Department, prior to commencement of the contract.
- 14.3 The Department reserves the right to terminate the contract if there is clear evidence of non-compliance with the NARSSA standards, by the bidder as per the agreed SLA.
- 14.4 The Department reserves the right to terminate the contract if there is clear evidence of non-performance, by the bidder as per the agreed SLA.
- 14.5 This proposal is not an offer to purchase any services or materials, and the DLRRD will not incur or be liable for any costs associated with the preparation of this proposal.

15. ADMINISTRATIVE ISSUES

15.1 Persons assigned to Project

The persons proposed for use on the project shall be identified at the outset and remains in use on the project unless prior written permission is granted by the Department to change the staffing proposal. Such permission will only be granted in exceptional cases.

15.2 Use of Material and Information

No material or information derived from the provision of the services under the contract may be used for any purposes other than those of the Department, except where authorized in writing to do so.

15.3 Copyright of data and documents

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER
TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION
OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND
REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05)
YEARS.**

Copyright in respect of all documents and electronic data, prepared or developed for the purpose of the project by the service provider, shall be vested in the Department.

16. CONTACT DETAILS

For enquiries send messages to both emails listed below:

Email: 012 312 8786/ 012 312 8383

recordsmanagement@dlrrd.gov.za and bids@dlrrd.gov.za

LA 1.2

5/2/2/1- DLRRD 0015 (2025/2026)

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFF-SITE STORAGE FACILITY, BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) FOR A PERIOD OF FIVE (05) YEARS.

CLOSING DATE: 07 NOVEMBER 2025 @ 11:00

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE: 24 OCTOBER 2025

VENUE: BOARDROOM C1-16, 600 LILLIAN NGOYI, BEREA PARK, PRETORIA 0001

TIME: 10:00

TECHNICAL ENQUIRIES : Mr. Pheko Khatlake / Ms. Dikeledi Khukhele
TEL : (012) 312 8796 / 8511
EMAIL : Pheko.khatlake@dlrrd.gov.za / Dikeledi.khukhele@dlrrd.gov.za

BID RELATED ENQUIRIES **BIDS MANGEMENT UNIT**
TEL : (012) 312 8383/ 8381/ 9627
EMAIL : Bids@dlrrd.gov.za

NB: BID CLOSING ADDRESS:
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
600 LILLIAN NGOYI STREET, PRETORIA, 0001

FINANCIAL PROPOSAL PART 2 OF 2

DLRRD 0015 (2025-2026) PRICING SCHEDULE – FIRM PRICES

PRICING SCHEDULE FOR THE APPOINTMENT OF A BIDDER TO PROVIDE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) DEPARTMENT BRANCHES, PROVINCIAL OFFICES AND THEIR RESPECTIVE DISTRICT OFFICES WITH BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) AND OFF-SITE STORAGE FACILITY FOR THE PERIOD OF FIVE (05) YEARS.

NAME OF BIDDER: BID NO.: DLRRD-0015 (2025/2026)

CLOSING TIME: 07 NOVEMBER 20205 @11:00AM

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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PRICING SCHEDULE FOR THE APPOINTMENT OF A BIDDER TO PROVIDE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (DLRRD) DEPARTMENT BRANCHES, PROVINCIAL OFFICES AND THEIR RESPECTIVE DISTRICT OFFICES WITH BACK SCANNING, DIGITIZATION OF DLRRD RECORDS (OFFSITE/ONSITE) AND OFF-SITE STORAGE FACILITY FOR THE PERIOD OF FIVE (05) YEARS. [SBD 3.1]

PRICING SCHEDULE FORM

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

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NO	ACTIVITY	QTY	YEAR 1 UNIT PRICE	YEAR 2 UNIT PRICE	YEAR 3 UNIT PRICE	YEAR 4 UNIT PRICE	YEAR 5 UNIT PRICE
1.	Transport per journey (collection/delivery per km)	1	R	R	R	R	R
2.	Collection costs per box	1	R	R	R	R	R
3.	Packing costs per box	1	R	R	R	R	R
4.	Storage fee per month (per box)	1	R	R	R	R	R
5.	Handling fee per box (for collection)	1	R	R	R	R	R
6.	Handling fee per box (for delivery)	1	R	R	R	R	R
7.	Handling fee per box (for retrieval)	1	R	R	R	R	R
8.	Handling fee per box (for permanent withdrawal)	1	R	R	R	R	R
9.	Handling fee per box (for destruction)	1	R	R	R	R	R
10.	Destruction fee per box	1	R	R	R	R	R
11.	Capturing/indexing fee per file/box - (Records/files)	1	R	R	R	R	R
12.	Search fee per record (if any)	1	R	R	R	R	R
13.	Retrieval fees:						

Name of Bidder:

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PRICING SCHEDULE FORM

NO	ACTIVITY	QTY	YEAR 1 UNIT PRICE	YEAR 2 UNIT PRICE	YEAR 3 UNIT PRICE	YEAR 4 UNIT PRICE	YEAR 5 UNIT PRICE
13.1	Normal 24-hour delivery per box /record	1	R	R	R	R	R
13.2	Express service (Same day service before close of business)	1	R	R	R	R	R
13.3	Scan and e-mail requests fees (on request) per page	1	R	R	R	R	R
14.	Media fee:						
14.1	Compact disks (CDs) collection (if any)	1	R	R	R	R	R
14.2	Compact disks (CDs) delivery (if any)	1	R	R	R	R	R
14.3	Digital video disks (DVDs) collection (if any)	1	R	R	R	R	R
14.4	Digital video disks (DVDs) delivery (if any)	1	R	R	R	R	R
14.5	Storage for media per month (cost per box)	1	R	R	R	R	R
15.	Sorting fee per file	1	R	R	R	R	R
16.	Categorization fee per file	1	R	R	R	R	R
17.	Labelling fee per file to box level	1	R	R	R	R	R

Bid Initials
 Bid's Signature..... Page 52 of 57
 Date:.....

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PRICING SCHEDULE FORM

NO	ACTIVITY	QTY	YEAR 1 UNIT PRICE	YEAR 2 UNIT PRICE	YEAR 3 UNIT PRICE	YEAR 4 UNIT PRICE	YEAR 5 UNIT PRICE
18.	Macro-appraisal and assigning retention periods per file level	1	R	R	R	R	R
19.	Labelling fee per file	1	R	R	R	R	R
20.	Page numbering fee per page (if any)	1	R	R	R	R	R
21.	Delivery fee per box	1	R	R	R	R	R
22.	Jumbo Archiving Boxes (Boxes and Lids)						
22.1	(435mmL x 340mmL x 250mmD)	1	R	R	R	R	R
22.2	Jumbo storage boxes (460 mmL x 340 mmW x 250 mmD)	1	R	R	R	R	R
22.3	Lever Arch storage box (460 mmL x 340 mm x 285 mmD)	1	R	R	R	R	R
23.1	(435mmL x 340mmL x 250mmD)	1	R	R	R	R	R
23.2	Jumbo storage boxes (460 mmL x 340 mmW x 250 mmD)	1	R	R	R	R	R
23.3	Lever Arch storage box (460 mmL x 340 mm x 285 mmD)	1	R	R	R	R	R
24	Standard Archiving Boxes (Boxes and Lids)						
24.1	STD Archive Box (Code: NB3) 430MM * 360MM * 325 MM	1	R	R	R	R	R

Bid Initials
 Bid's Signature..... Page 53 of 57
 Date:.....

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PRICING SCHEDULE FORM

NO	ACTIVITY	QTY	YEAR 1 UNIT PRICE	YEAR 2 UNIT PRICE	YEAR 3 UNIT PRICE	YEAR 4 UNIT PRICE	YEAR 5 UNIT PRICE
24.2	STD Archive Lid (Code: NL2/3)	1	R	R	R	R	R
24.3	STD Archive Box (Code: NB2) 325 MM* 430MM * 250 MM	1	R	R	R	R	R
24.4	STD Archive Lid (Code: NL:2/3)	1	R	R	R	R	R
24.5	STD Box Wallet (Code: M2A) 75MM * 305 * 240 MM	1	R	R	R	R	R
24.6	STD Box Wallet (Code: 100MM * 240MM * 305MM)	1	R	R	R	R	R
25.	Containers						
25.1	A4 board container	1	R	R	R	R	R
25.2	A4 plastic container	1	R	R	R	R	R
26.	Tubes						
26.1	NT2 Tubes 101 Diameter X 1050 HIGH	1	R	R	R	R	R
26.2	NT1 Tubes 80 Diameter X 925 HIGH	1	R	R	R	R	R
27.	Z20 3-Fold 180Gm – Black Printed						
27.1	31 x 75 x 5 cm (4.2 kg): Pre-populated (See Annexure A, B and C)	100	R	R	R	R	R
28.	Digitization						

Bid Initials
 Bid's Signature..... Page 54 of 57
 Date:.....

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PRICING SCHEDULE FORM

NO	ACTIVITY	QTY	YEAR 1 UNIT PRICE	YEAR 2 UNIT PRICE	YEAR 3 UNIT PRICE	YEAR 4 UNIT PRICE	YEAR 5 UNIT PRICE
28.1	Index and metadata capture per file level	1	R	R	R	R	R
28.2	E-hosting per Terabyte	1	R	R	R	R	R
28.3	Digitize records per page	1	R	R	R	R	R
28.4	Transferring digitized records into Departmental systems, configure and transfer (per Terabyte) on Electronic Document Management System/ Electronic Records Management System (Once Off)	1	R	R	R	R	R
28.5	User Fee (per login)	1	R	R	R	R	R
28.6	Permanent withdrawal (per Terabyte)	1	R	R	R	R	R

SUMMARY OF THE TOTAL COST FOR A PERIOD OF 5 YEARS.

NO	TOTAL COST INCLUDING VAT	TOTAL ANNUAL COST
1.	TOTAL COST FOR YEAR 1 EXCLUDING VAT	R..... ...
	VAT 15%	R..... ...

Bid Initials
 Bid's Signature..... Page 55 of 57
 Date:.....

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PRICING SCHEDULE FORM

	TOTAL COST FOR YEAR 1 INCLUDING VAT	R..... ...
2.	TOTAL COST FOR YEAR 2 EXCLUDING VAT	R..... ...
	VAT 15%	R..... ...
	TOTAL COST FOR YEAR 2 INCLUDING VAT	R..... ...
3	TOTAL COST FOR YEAR 3 EXCLUDING VAT	R..... ...
	VAT 15%	R..... ...
	TOTAL COST FOR YEAR 3 INCLUDING VAT	R..... ...
4	TOTAL COST FOR YEAR 4 EXCLUDING VAT	R..... ...
	VAT 15%	R..... ...
	TOTAL COST FOR YEAR 4 INCLUDING VAT	R..... ...
5.	TOTAL COST FOR YEAR 5 EXCLUDING VAT	R..... ...
	VAT 15%	R..... ...
	TOTAL COST FOR YEAR 5 INCLUDING VAT	R..... ...
TOTAL BID PRICE FOR A PERIOD OF 5 YEARS INC VAT (ADDING YEAR 1,2,3,4 & 5)		R..... ...

NB: Prices must be firm for the duration of the contract.

Bid Initials
 Bid's Signature..... Page 56 of 57
 Date:.....

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PRICING SCHEDULE FORM

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

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