

DLRRD (CRD- 10) 2026/27

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE OUTRIGHT PURCHASE OF ENTERPRISE ENGINEERED IT INFRASTRUCTURE WITH 60-MONTHS SUPPORT AND MAINTENANCE FOR THE DEEDS REGISTRATION TRADING ENTITY

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION FOR THIS BID

DATE: 09 NOVEMBER 2026

VENUE: 600 LILIAN NGOYI STREET, BEREA PARK, PRETORIA, 0001 (D1-16)

TIME: 12:30

For Bid Technical enquiries:

Mr. Gideon Phokane

Tel: 081 043 1892

E-mail: gideon.phokane@deeds.gov.za

For SCM Bid Administration enquiries

Ms. Mmabatho Mafa

Tel: 081 045 1693

E-mail: mmabatho.mafa@deeds.gov.za



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



OFFICE OF THE CHIEF REGISTRAR OF DEEDS

Directorate: Supply Chain and Facilities Management Services

Private Bag X918, PRETORIA, 0001; TEL: (012) 337 9337 FAX: (012) 338 7277 WEB: www.dalrrd.gov.za

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

BID NO: DLRRD (CRD-10) 2026/27 **CLOSING TIME:** 11:00 **CLOSING DATE:** 24 NOVEMBER 2026

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find:
 - 2.1 Authority to Sign the Standard Bidding Documents (SBDs) on behalf of an Entity Page 3 - 4
 - 2.2 Invitation to Bid - SBD 1 Page 5 - 6
 - 2.3 Pricing Schedule (Services) – SBD 3.3 Page 7 - 8
 - 2.4 Declaration of Interest – SBD 4 Page 9- 11
 - 2.5 Preference Points Claim Form – SBD 6.1 Page 12 - 18
 - 2.6 Supplier Maintenance (Bank Details) Form Page 19 – 20
 - 2.7 Terms of Reference (TOR) Page 21 – 55
 - 2.8 General Conditions of Contract (GCC) Page 56- 70
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid.

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

Yours faithfully

MR H BALOYI

(A) DEPUTY DIRECTOR: DEMAND AND ACQUISITION MANAGEMENT

DATE: 30 NOVEMBER 2026

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

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

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

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

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

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

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

AUTHORITY OF SIGNATORY

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

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

MABEL HOUSE (Pty) Ltd	
By resolution of the Board of Directors taken on <i>26 May 2021</i> ,	
MR A.F JONES	
has been duly authorized to sign all documents in connection with	
BID No. DLRRD (CRD-10) 2026/27, and any contract which may arise	
there from,	
on behalf of <i>MABEL HOUSE (Pty) Ltd</i> .	
SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)	
IN HIS CAPACITY AS: Managing Director	
DATE: 20 May 2000	
SIGNATURE OF SIGNATORY: (Signature of A.F Jones)	
As witnesses:	
1.	
2.	
Signature of person authorized to sign the tender:	
Date:	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT									
BID NUMBER:	DLRRD (CRD-10) 2026/27	CLOSING DATE:	24 NOVEMBER 2026	CLOSING TIME:	11:00				
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE OUTRIGHT PURCHASE OF ENTERPRISE ENGINEERED IT INFRASTRUCTURE WITH 60-MONTHS SUPPORT AND MAINTENANCE FOR THE DEEDS REGISTRATION TRADING ENTITY								
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:									
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT									
BEREA PARK, 600 LILIAN NGOYI STREET, PRETORIA									
0001									
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:						
CONTACT PERSON	MS. M MAFA		CONTACT PERSON	MR. G PHOKANE					
TELEPHONE NUMBER	081 045 1693		TELEPHONE NUMBER	081 043 1892					
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A					
E-MAIL ADDRESS	Mmabatho.mafa@deeds.gov.za		E-MAIL ADDRESS	gideon.phokane@deeds.gov.za					
SUPPLIER INFORMATION									
NAME OF BIDDER									
POSTAL ADDRESS									
STREET ADDRESS									
TELEPHONE NUMBER	CODE		NUMBER						
CELLPHONE NUMBER									
FACSIMILE NUMBER	CODE		NUMBER						
E-MAIL ADDRESS									
VAT REGISTRATION NUMBER									
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA				
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]									
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]				
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS									
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.									

PART B TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>	<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>
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NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:

Name of Bidder:

PRICING SCHEDULE [SBD 3.3]

TERMS OF REFERENCE (TOR) FOR THE OUTRIGHT PURCHASE OF ENTERPRISE ENGINEERED IT INFRASTRUCTURE WITH 60-MONTHS SUPPORT AND MAINTENANCE FOR THE DEEDS REGISTRATION TRADING ENTITY

PRICING SCHEDULE
(Professional Services)

NAME OF SERVICE PROVIDER:

BID NO: DLRRD (CRD-10) 2026/27

CLOSING DATE: 24 NOVEMBER 2026

CLOSING TIME: 11H00

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

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

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all deliverables and including all expenses inclusive of all applicable taxes for the project. Payments will be made on a time and cost basis upon successful completion of a deliverable or a portion thereof per agreement.

TOTAL BID PRICE:

R.....(VAT Incl.)

DATA CENTRE AND DISASTER RECOVERY SITE

No	Description	Unit Cost (ZAR) Excluding VAT	Quantity	Total Cost (ZAR) Excluding VAT
1.	42U Rack	R	2	R
2.	High-performance rackmount servers	R	6	R
3.	SAN Storage Array	R	2	R
4.	Backup Storage	R	2	R
5.	Data Center network switches	R	4	R
6.	SAN Switches	R	4	R

Bid Initials

Bid's Signature.....

Date:.....

No	Description	Unit Cost (ZAR) Excluding VAT	Quantity	Total Cost (ZAR) Excluding VAT
7.	Back-up Software (up to 5 year license)	R	1	R
8.	DLP Equipment (on premises or cloud) and license subscription (up to 5 years)	R	1	R
9.	Data migration to the Data Centre and DR Site	R	1	R
10.	Project Management <i>From Project Initiation to Close Out</i>	R	1	R
11.	Support and maintenance (Year 1)	R	12 months	R
	Support and maintenance (Year 2)	R	12 months	R
	Support and maintenance (Year 3)	R	12 months	R
	Support and maintenance (Year 4)	R	12 months	R
	Support and maintenance (Year 5)	R	12 months	R
12.	Any other cost as per design consideration (replace text with applicable costed item(s))			R
13.	Total		R	
14.	Vat @15%		R	
15.	Grand Total		R	

3. Period required for commencement with project after acceptance of bid.....
4. Any enquiries regarding bidding procedures may be directed to Ms. Mmabatho Mafa on email on Mmabatho.mafa@deeds.gov.za
5. Any enquiries regarding technical information may be directed to Mr. Gideon Phokane on email gideon.phokane.@deeds.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

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

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

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

1. DEFINITIONS

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

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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

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

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

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

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

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

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

- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

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

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

- 5.1.1 If yes, indicate:

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

- 6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

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



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

OFFICE OF THE CHIEF REGISTRAR OF DEEDS
Deeds Registration Trading Entity
Private Bag X219 Pretoria, 0001; 600 Lilian Ngoyi Street, Pretoria 0002.



TERMS OF REFERENCE FOR THE OUTRIGHT PURCHASE OF ENTERPRISE ENGINEERED IT INFRASTRUCTURE WITH 60-MONTHS SUPPORT AND MAINTENANCE FOR THE DEEDS REGISTRATION TRADING ENTITY

1. INTRODUCTION

The Deeds Registration Trading Entity (DRTE) under the Department of Land Reform and Rural Development (DLRRD), as custodians of one of the nation's most valuable assets—the property and land register—has a mission to "Provide security of title through the registration of real rights in land." To achieve this objective, the vision is "Providing a world-class deeds and secure land registration system." This responsibility requires DRTE to implement time- and mission-critical, robust hardware, software, networks, and storage infrastructure. This will ensure that DRTE provides high-performance digital platforms, systems, and ICT environments that guarantee 100% system availability and stability across the eleven deeds registries. Failure to meet this critical requirement may result in litigation, possible land/property displacements, and financial and reputational damage not only for the entity but for the country as a whole.

2. BACKGROUND

The entity is embarking on this critical and strategic project to address the system and technological challenges in the current DRTE ICT environment. The existing infrastructure is out of warranty and has reached end-of-life, meaning that some spare equipment are no longer available in the market, and support is limited from vendors/suppliers. One of the biggest challenges facing DRTE is the instability of the infrastructure when the ZFS storage performs data scrubbing, causing systems and applications to become slow or unresponsive. The repercussions of these problems include prolonged system downtimes, degraded system and application performance, frustrations from users and clients due to slow and



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unresponsive systems and applications, loss of productivity in daily operations, loss of revenue for the entity and its broad client base (government departments, parastatals, entities, municipalities, conveyancers, notaries, banks, data vendors, general public, etc.), and thus an inability to fully serve the public timeously, efficiently, and reliably.

3. OBJECTIVES

To meet its mandate, strategic objectives, mission, and vision, DRTE requires the procurement and deployment of robust, high-performance Enterprise Engineered Systems to replace outdated and legacy infrastructure with new, modernized, and highly performant core ICT infrastructure, platforms, and systems. The solution will support mission-critical applications, enable scalable storage and compute capacity, and ensure highly available and redundant systems. It will provide DRTE with the ability and capacity to not only establish a Disaster Recovery (DR) environment or site but also ensure the DR environment or site is a "hot" DR site instead of a "passive" site. Therefore, a credible, reputable, and experienced service provider with a high level of expertise in implementing and rolling out robust, high-performance Enterprise Engineered Systems is required.

The project objectives shall include, but not limited to, the following high-level functionality and/or requirements:

- Replace the current legacy, out-of-warranty core infrastructure stack.
- Supply a full stack and compatible solution with a duplicate DR site having the same specifications and design as the production environment.
- Provide a solution/architecture design diagram as part of the solution design proposal.
- Ensure the solution consolidates and optimizes storage and compute resources, enhances data backup, recovery, and security capabilities.



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- Support business continuity through resilient "active-active" disaster recovery and high availability features.
- Include an operating system capable of hosting virtual machines that will support the current Oracle workloads.
- Integrate Data Loss Prevention (DLP) capabilities to prevent unauthorized data exfiltration, leakage, or loss, ensuring compliance with data protection standards for sensitive land and property registry information.

4. SCOPE OF WORK

The required hardware infrastructure is for both the production site (North Gauteng Deeds Registry) and the Disaster Recovery site (Cape Town Deeds Registry), and both shall be identical (quantities will be shared equally between the two (2) sites).

The successful bidder will be responsible for the design, supply, delivery, installation, configuration, commissioning, data migration, support and maintenance of the Data Centre Infrastructure and Disaster Recovery Site (DRS). The enterprise systems comprise of the components under Section 4.1 up to 4.9 for both the Production and Disaster Recovery site environments. All components must be energy-efficient and requires minimal space allocation. The Original Equipment Manufacturer (OEM) should preferably be a leader in the Gartner Magic Quadrant for relevant categories.

NB: The service providers must take note and provide infrastructure hardware and software that is compatible to support Oracle Software License for Oracle database and Middleware.

4.1. Rack Infrastructure

TWO (2) (RACK INFRASTRUCTURE)	Minimum Requirements
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	42U 600x1200mm racks with integrated vertical PDUs, each supporting 4 x 7.3kVA/60309 3-wire 32A/230V outlets (36 C13, 6 C19). Racks must include energy-efficient, metered/switched PDUs for monitoring and management.
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ANNEXURE A: RACK INFRASTRUCURE

Bidder is required to complete the below Annexure with the exact equipment specification to be supplied:

RACK INFRASTRUCTURE	MINIMUM REQUIREMENTS

4.2. Rack Servers

- Six (6) high-performance rackmount servers, each with the following minimum requirements: The bidder will be required to commission the servers up to Operating system level, the department will manage any virtualization required.



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SIX (6) X SERVER SPECIFICATION	Minimum Requirements	BIDDER Compliant Y/N (to be completed by the department)
Server Model features	Generation 12 server with at least 2 x Intel Xeon (or any compatible equivalent component) Scalable processors (minimum 64 cores total, 2.5GHz base frequency or higher, supporting AI/ML acceleration).	
Memory	2048GB DDR5 RAM (minimum, with error-correcting code for reliability).	
Hard drives	2 x 480GB SSD internal boot drives (enterprise-grade, with RAID-1 configuration).	
Network adaptor speed	2 x 10/25/100Gb multi-speed 2-port SFP28/SFP+ adapters (for flexibility in networking).	
Network adaptor cards	1 x 1Gb 4-port BASE-T adapter.	
Fibre channels	2 x 32Gb 2-port Fibre Channel Host Bus Adapter with transceivers (supporting NVMe over Fabrics for futureproofing).	
Fibre SFP's	2 x 25/100Gb SR transceivers.	
Operating System	Operating system: Latest version compatible with Linux 9+ or equivalent, including hypervisor support for Linux and Windows virtual machines	



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Warranty	5-year warranty registered with OEM and proof attached	
Support and Maintenance	24 X 7 with 4 hour onsite in-person SLA.	

ANNEXURE B: SERVER SPECIFICATION

Bidder is required to complete the below Annexure with the exact equipment specification to be supplied:

SERVER SPECIFICATION	MINIMUM REQUIREMENTS
Model and description	
Memory	
Hard drives	
Network adaptor speed	
Network adaptor cards	
Fibre channels	
Fibre SFP's	
Operating System (compatibility)	
Warranty	



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4.3. SAN Storage Array (Two)

TWO (2) STORAGE AREA NETWORK (SAN)	Minimum Requirements	BIDDER Compliant Y/N <i>(to be completed by the department)</i>
Storage capacity	Two (2) All-flash NVMe-based storage arrays (minimum 100TB usable capacity each), including: 100TB effective usable capacity (post-deduplication and compression). The storage enclosure(s) must support SSD hard drives (SFF) and the total volume must provide the usable capacity above and must come with 5 yr warranty	
Scalability	Ability to non-disruptively scale the system both from a capacity and not degrade performance to accommodate future growth requirements. Integrated security features including encryption at rest, access controls, and integration with DLP systems.	
Ethernet ports	Minimum 4x 25Gb Ethernet ports	
Fibre channels	8x 32/64Gb FC ports with transceivers	
	Fibre Channel SFP+ 4-pack Transceiver	



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Performance and Latency	NVMe-TCP, NVMe-FC and NVMe-RoCEv2 support for low-latency performance.	
High Availability and redundancy	Support for synchronous replication for active-active DR (high availability, failover) Support for near synchronous & asynchronous replication for long distance DR & business continuity.	
Power consumption	Hardware which consumes less than peak power of 2000W as well as less than 6000 BTU/hr peak heat dissipation per array will be preferable.	
Warranty	5-year warranty, maintenance, support and software subscription that includes next-generation hardware upgrades on maintenance extension.	
Data Migration	Data Migration to the Data Centre and the Disasters Recovery Site	

ANNEXURE C: STORAGE AREA NETWORK (SAN)

Bidder is required to complete the below Annexure with the exact equipment specification to be supplied:

STORAGE AREA NETWORK (SAN)	MINIMUM REQUIREMENTS
Storage capacity	



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Scalability	
Ethernet ports	
Fibre channels	
Performance and Latency	
High Availability and redundancy	
Power consumption	
Warranty	
Maintenance and support	
Data Migration	



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4.4 SAN SWITCHES (FOUR)

SAN SWITCHES: FOUR (4)	Minimum Requirements	BIDDER Compliant Y/N <i>(to be completed by the department)</i>
SAN switches	Four (4) 48-port, 64Gb Fibre Channel SAN switches, each with a minimum of 24 port licenses and 24x 32Gb transceivers.	
Cables and SFP's	All necessary cables (5m length) and transceivers for connectivity.	
Fibre Channels	Support for NVMe over FC for high-throughput storage access.	
Warranty	5-year warranty	

ANNEXURE D: SAN SWITCHES

Bidder is required to complete the below Annexure with the exact equipment specification to be supplied:

SAN SWITCHES: FOUR (4)	Minimum Requirements
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SAN switches	
Cables and SFP's	
Fibre Channels	
Warranty	

4.5 Networking (Production and DR)

Switches (FOUR)	Minimum Requirements	Bidder Compliant Y/N <i>(to be completed by the department)</i>
Specification	Four (4) 48-port PoE, 25/100Gb SFP28/SFP+ Top-of-Rack switches, each with 8 x 100Gb QSFP28/QSFP-DD uplink ports. Include 24x 25Gb transceivers.	
Switch port number and speed	10Gb BASE-T management switches, each with 6 x 40Gb QSFP+ uplink ports	
Cables and SFP's	All necessary cables (5m length) and transceivers for connectivity	



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Warranty	5-year warranty	
Support and maintenance	24/7 maintenance and support	

ANNEXURE E: SWITCHES

Bidder is required to complete the below Annexure with the exact equipment specification to be supplied:

Switches Specification	Minimum Requirements
Specification details	
Switch port number and speed	
Cables and SFP's	
Warranty	
Support and maintenance	



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4.6 TWO (2) BACKUP STORAGE (LIBRARY AND TAPES)

Two (2) all-flash NVMe-based storage arrays, each with

BACKUP STORAGE	SPECIFICATION	BIDDER Compliant Y/N <i>(to be completed by the department)</i>
Tape Library	Minimum 100TB effective usable capacity, scalable to at least 1PB (with quantified 10% annual growth support).	
Software compression and	All-inclusive software features, including deduplication, minimum 10% compression, and native cloud backup capabilities.	
Performance scalability and	Ability to non-disruptively scale the system both from a capacity and performance perspective to cater for future requirements.	
High Availability and redundancy	Support for synchronous replication for active-active DR. Support for near synchronous & asynchronous replication for long distance DR & business continuity.	
Power consumption	Hardware which consumes less than peak power of 2000W as well as less than 6000 BTU/hr	



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	peak heat dissipation per array will be preferable.	
Fibre ports and SFP's	Minimum 4x 25Gb Ethernet ports and 8x 32/64Gb FC ports with transceivers	
Scalability	Non-disruptive hardware and software upgrades without performance degradation.	
Data encryption	Immutable backups, ransomware protection, encryption, and integration with DLP for data classification.	
Performance and latency	NVMe-TCP, NVMe-FC and NVMe-RoCEv2 support for low-latency performance.	
Tape Library (warranty and maintenance support)	The Tape library must come with 5-year warranty and include maintenance and support (8X7) 8 hours and 7 days.	

ANNEXURE F: BACKUP STORAGE AND ARRAY

Bidder is required to complete the below Annexure with the exact equipment specification to be supplied:

BACKUP STORAGE	Minimum Requirements
Tape Library	



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Software compression and	
Performance scalability and	
High Availability and redundancy	
Power consumption	
Fibre ports and SFP's	
Scalability	
Data encryption	
Performance and latency	
Tape Library (warranty maintenance and support)	

4.7 Backup Software

Enterprise-class backup solution supporting:

Backup Software	Minimum Requirements	BIDDER Compliant Y/N
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		<i>(to be completed by the department)</i>
Backup capability	200TB initial capacity, scalable with 10% annual growth.	
Compatibility and integration	Support for Oracle workloads (e.g., RMAN integration).	
Security (encryption and data protection)	Immutable backups, ransomware protection, encryption at rest and in transit. Automation, orchestration, and continuous data protection.	
Offsite replication to cloud	The backup software must support offsite replication to multi-cloud providers including archiving and ease of retrieval	
Other features	Integration with DLP for automated data classification and protection policies	
License	License (perpetual license or 5 year) include maintenance and support	



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Disaster recovery test	Quarterly	

ANNEXURE G: BACKUP SOFTWARE

Bidder is required to complete the below Annexure with the exact equipment specification to be supplied:

Backup Software	Minimum Requirements
Backup capability	
Compatibility and integration	
Security (encryption and data protection)	
Offsite replication to cloud	
Other features	
License	
Disaster recovery test	

4.8 DATA LOSS PREVENTION (DLP) INTEGRATION



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The DLP is required to monitor and ensure that reporting and auditing features compliant with POPIA and other SA data protection regulations

DATA LOSS PREVENTION (DLP) INTEGRATION	Minimum Requirements	Bidder Compliant Y/N <i>(to be completed by the department)</i>
On premise or Cloud solution	One dedicated on-premises DLP hardware appliances or integrated module that is capable of integrating (production and DR), including Policy enforcement for sensitive data, with classification based on regex, keywords, and machine learning.	
Real Time monitoring	Real-time content inspection for data exfiltration prevention (e.g., via network, endpoints, storage).	
Capabilities	Minimum 10/25Gbps throughput, scalable	



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	to handle DRTE's data volumes. Integration with storage arrays, database management, backup systems, and firewalls for comprehensive coverage to discover unencrypted sensitive files or improper configurations.	
Capabilities	Monitor server nodes and VM's to restrict unauthorized local transfers or mass data staging by insiders.	
Capabilities	Reporting and auditing features compliant with POPIA and other SA data protection regulations.	
License subscription	5-year subscription support, including	



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	updates for emerging threats.	

ANNEXURE H: Data Loss Prevention (DLP) integration

Bidder is required to complete the below Annexure with the exact equipment specification to be supplied

Data Loss Prevention	Minimum Requirements
On premise or Cloud solution	
Real Time monitoring	
Capabilities	
License subscription	

4.9 Support and Maintenance

- Five-year 24/7 proactive hardware and software support.
- Four-hour on-site response time and resolution (at minimum provide 24/7 support and maintenance with 4-hour response time Metrix and resolution (except where escalation is required due to technical replacement).
- Operating system and firmware analysis and upgrades as required.
- Annual health checks to identify firmware and hardware end-of-life risks.
- Proactive monitoring tools (e.g., AI-driven analytics for predictive maintenance).



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5 DELIVERABLES

- Fully installed and operational Enterprise Engineered System for the Production and Disaster Recovery site/environments with "active-active" replication between the two sites.
- Data migration of existing workloads is out of scope for this project.
- Comprehensive documentation (design, installation, and configuration guides).
- Test and handover reports.
- Support agreement including Service Level Agreement (SLA) details.
- Training for internal technical staff (minimum 5 days, covering operations, maintenance, and DLP management).

NB: Service providers must note that they will not be required to handle any migration of infrastructure to the new environments, servers, database workloads, etc., as part of this bid. DRTE's ICT resources will handle all migration tasks; hence, the requirement for the new environment to be compatible with the current technology stack. See Section 6 for a detailed overview of the current infrastructure environment.

6 CURRENT (LEGACY) INFRASTRUCTURE ENVIRONMENT

6.5 Compute Infrastructure (Running Oracle Solaris 11.2)

- SPARC Solaris Multi-Domain Servers:
- SPARC T5-8 Server (High-End Compute):
- SPARC T4-1 Servers:
- Netra T4-1 Servers:
- Oracle X2-8 x86 Servers:
- SunFire X4-2 Backup Servers:

6.6 Storage Infrastructure

- Oracle ZFS Storage Appliance



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6.7 Networking

- Oracle ES1-24 Ethernet Switches:
- InfiniBand Infrastructure:

6.8 SAN / Fibre Channel

6.9 Backup and Archival

- Oracle StorageTek SL3000 Tape Libraries:

6.10 Operating Systems and Core Software

- Oracle Solaris 11.2
- Oracle Linux 6.5
- Oracle VM Server 3.2.9
- SAMFS and enterprise middleware platforms
- Windows VMs
- Oracle DBs
- Ms SQL servers

7. MANDATORY REQUIREMENTS

7.1 Bidders are required to be registered on the Central Supplier Database (CSD). It is a condition of this Bid that the tax status of the prospective service provider must be Compliant at any point in time from the closing date of the Bid. The tax status will be verified on the Central Supplier Database and SARS eFiling Systems. Where Consortia / Joint Ventures / Sub-contractors are involved, the tax status of each party must also be Compliant at any point in time from the closing date of the bid.

7.2 The bidder must meet or exceed specifications in Section 4 above. Bidders must complete the following Annexure:

- Annexure A : Rack Infrastructure
- Annexure B: Server specification



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- Annexure C: Storage Area Network
- Annexure D: SAN Switches
- Annexure E: Switches
- Annexure F: Backup Storage and Array
- Annexure G: Backup Software
- Annexure H: Data Loss Prevention (DLP) Intergration

NB: A bidder that fails to fully complete all Annexures or does not meet the minumim specification will be disqualified.

- 7.3 The service provider must provide a valid OEM certificate or an authorized OEM support partner certificate.
- 7.4 Attendance of compulsory briefing session.
- 7.5 **Bidders must include a proof-of-concept (PoC) for the Datacentre and DR site.**
- 7.6 The bidder must submit proof of authority to sign the Standard Bidding Documents.

8. EVALUATION CRITERIA

- 8.1 This bid shall be evaluated in three stages. In the first stage, bids will be evaluated on mandatory requirements. The second stage of evaluation will be conducted on functionality and the third stage of evaluation will be conducted in accordance with the 80/20 preference points system.
- 8.2 Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC), responsible for scoring the respective bids, will evaluate and score all bids based on their submissions and the information provided.



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- 8.3 The evaluation of the functionality will be evaluated individually by members of the Bid Evaluation Committee in accordance with the functionality criteria and values.
- 8.4 The value scored for each criterion will be multiplied by the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

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

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. ABILITY AND CAPABILITY	<p>Company Experience: Enterprise Engineered Hardware/Server Implementation</p> <p>Bidders must demonstrate proven experience in the successful implementation of Enterprise Engineered Hardware/Servers <u>with a number of completed projects to the minimum value of R5M for each project and provided support and maintenance for a period of 3 years.</u></p> <ol style="list-style-type: none">1. Minimum Experience Requirement The bidder must indicate the number of Enterprise Engineered Hardware/Server implementations successfully completed. Only projects of a similar scope (Servers, Storage, SAN Switches, Networking, Backup Storage and Disaster Recovery site) and complexity will be considered.2. Supporting Reference Letters/Testimonials Bidders are required to submit reference letters or testimonials from clients confirming the successful delivery of similar products and/or services. Content Requirements for Reference Letters At a minimum, each reference letter must include the following:	50%



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EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<ul style="list-style-type: none"> ○ Type of Services Rendered: A clear and detailed description of the services provided. The services must directly relate to the implementation, installation, configuration, commissioning and maintenance of Enterprise Engineered Hardware/Servers. ○ Project Scope and Relevance: The description must demonstrate that the work undertaken is comparable in nature, scale, and complexity to the current requirement. ○ Confirmation of Successful Implementation: The letter must explicitly confirm that the project was completed successfully and to the client's satisfaction. ○ Project Period: The duration and/or completion date of the project must be stated. Reference letters must not be for work done older than ten (10) years <u>from the closing date of this bid</u>. <p>3. Formal Requirements for Reference Letters All reference letters must:</p> <ul style="list-style-type: none"> ○ Be issued on the client's official company letterhead ○ Be signed by an authorised representative of the client ○ Clearly indicate: <ul style="list-style-type: none"> ▪ Client organisation name ▪ Contact person (name and designation) ▪ Contact details (telephone and/or email) ▪ Description of services rendered ▪ The value of the contract ▪ Confirmation of successful completion project with support maintenance 	



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EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	4. Non-Acceptable Documents The following documents will not be accepted as proof of experience: <ul style="list-style-type: none"> ○ Contracts ○ Service Level Agreements (SLAs) ○ Appointment letters ○ Purchase orders or invoices 	
	Bidder resource capacity: The bidder must supply details of key resources to be utilised in the project implementation and confirmation of appointment to the company in the form of (appointment letters) Key Resource Details: <ol style="list-style-type: none"> 1. Project Manager for implementation. Attach detailed CVs with skills, experience, and qualifications relating to Enterprise Engineered Hardware/Servers projects 2. Technical support/resources: Attached a detailed CVs and proof of qualification 	30%
2. Proof of Concept		
	<ol style="list-style-type: none"> 1. POC – architecture design for Datacentre and DR site, must include Production to DR replication, high availability connectivity, redundancy, failover between servers, storage, integrate backup and integrate data loss prevention configuration) 2. The POC must demonstrate compatibility with Linux latest version (host operating system), Hypervisor and Databases (Oracle and Windows). 	20 %
TOTAL		100%



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AND MAINTENANCE FOR THE DEEDS REGISTRATION TRADING ENTITY**

Evaluation Scoring Criteria

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



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land reform &
rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

OFFICE OF THE CHIEF REGISTRAR OF DEEDS
Deeds Registration Trading Entity
Private Bag X219 Pretoria, 0001; 600 Lilian Ngoyi Street, Pretoria 0002.



Scoring Criterion	1. Poor	2. Fair	3. Good	4. Very Good	5. Excellent
Company Experience	0-Enterprise Engineered Hardware/Servers projects successfully implemented and maintained	1-2 Enterprise Engineered Hardware/Servers projects successfully implemented. At least 1 project must have had support and maintenance for period of 3 years.	3-4 Enterprise Engineered Hardware/Servers projects successfully implemented. At least 2 projects must have had support and maintenance for period of 3 years.	5-6 Enterprise Engineered Hardware/Servers projects successfully implemented. At least 3 projects must have had support and maintenance for period of 3 years.	More than 6 Enterprise Engineered Hardware/Servers projects successfully implemented. At least 4 projects must have had support and maintenance for period of 3 years.
Bidder resource capacity: The bidder must supply details of key resources to be utilised in the project implementation	Project Manager Less than 2 years' experience in project management and minimum of NQF 6 in project management or certification in project management	Project Manager Over 2 to 3 years' experience in project management minimum of NQF 6 in project management or certification in project management	Project Manager Over 3 to 4 years' experience in project management minimum of NQF 6 in project management or certification in project management	Project Manager Over 4 to 5 years' experience in project management minimum of NQF 6 in project management or certification in project management	Project Manager Over 5 years' experience in project management minimum of NQF 6 in project management or certification in project management



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

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**TERMS OF REFERENCE (TOR) FOR THE OUTRIGHT PURCHASE OF ENTERPRISE ENGINEERED IT INFRASTRUCTURE
WITH 60-MONTHS SUPPORT AND MAINTENANCE FOR THE DEEDS REGISTRATION TRADING ENTITY**

Scoring Criterion	1. Poor	2. Fair	3. Good	4. Very Good	5. Excellent
	<p>certifications etc)</p> <p>Technical support/Engineer</p> <p>Less than 2 years' experience in an IT technical support or IT engineering role with a minimum NQF 6 qualification (Information Technology, Computer Science, Computer/information Systems)</p> <p>or</p> <p>certification in support engineer (Relevant Professional certification by CompTIA, Cisco, Red Hat, ITIL Certification, Microsoft, Linux and Oracle).</p>	<p>certifications etc)</p> <p>Technical support/Engineer</p> <p>Over 2 to 3 years' experience in an IT technical support or IT engineering role with a minimum NQF 6 qualification (Information Technology, Computer Science, Computer/information Systems)</p> <p>or</p> <p>certification in support engineer (Relevant Professional certification by CompTIA, Cisco, Red Hat, ITIL Certification, Microsoft, Linux and Oracle)</p>	<p>Technical support/Engineer</p> <p>Over 3 to 4 years' experience in an IT technical support or IT engineering role with a minimum NQF 6 qualification (Information Technology, Computer Science, Computer/information Systems)</p> <p>or</p> <p>certification in support engineer (Relevant Professional certification by CompTIA, Cisco, Red Hat, ITIL Certification, Microsoft, Linux and Oracle)</p>	<p>Technical support/Engineer</p> <p>Over 4 to 5 years' experience in an IT technical support or IT engineering role with a minimum NQF 6 qualification (Information Technology, Computer Science, Computer/information Systems)</p> <p>or</p> <p>certification in support engineer (Relevant Professional certification by CompTIA, Cisco, Red Hat, ITIL Certification, Microsoft, Linux and Oracle)</p>	<p>Technical support/Engineer</p> <p>Over 5 years' experience in an IT technical support or IT engineering role with a minimum NQF 6 qualification (Information Technology, Computer Science, Computer/information Systems)</p> <p>or</p> <p>certification in support engineer (Relevant Professional certification by CompTIA, Cisco, Red Hat, ITIL Certification, Microsoft, Linux and Oracle)</p>



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Scoring Criterion	1. Poor	2. Fair	3. Good	4. Very Good	5. Excellent
<p>POC – architecture design for Datacentre and DR site, must include Production to DR replication, high availability connectivity, redundancy, failover between servers, storage, integrate backup and integrate data loss prevention configuration)</p> <p>The POC must demonstrate compatibility with Linux latest version (host operating system), Hypervisor and Databases (Oracle and Windows).</p>	<p>POC does not cover at minimum architecture design</p>	<p>POC covers: architecture design, DR site implementation and replication and compatibility with (Linux, Hypervisor, and databases (Oracle & Windows)</p>	<p>Everything under column 2 including POC from previously implemented project</p>	<p>Everything under column 2 including 2 POC's from previously implemented project</p>	<p>Everything under column 2 including 3 or more POC's from previously implemented project</p>





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Bids that fail to achieve a minimum of **65** points out of 100 for functionality will be disqualified. Such bids will not be evaluated on the last stage (price and specific goals).

9. EVALUATION APPROACH

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

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

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

$$P_s = 80 (1 - (P_t - P_{min}) / P_{min})$$

Where:

- P_s = Points scored for the comparative price of the bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of the lowest acceptable bid

9.3 Stipulation of the preference point system

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



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

- 9.4 Bidders are required to complete the preference claim form (SBD 6.1) and submit proof or documentation required to claim points for specific goals.
- 9.5 The points scored for specific goals will be added to the points scored for price. Points will be rounded off to the nearest 2 decimals.
- 9.6 Should two or more tenderers score an equal total, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 9.7 Should two or more tenderers score equal in all respects, the award must be decided by drawing lots.
- 9.8 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

NB: *The recommended bidder will be required to do a demonstration on the previous client/ in their respective organisation to supplement the POC implementation. If the POC demonstration does not meet the department requirements stipulated below the bidder will not be recommended.*

POC requirements:

- *Data Centre implementation (connect servers to Storage Area Network).*
- *Implement backup solution (using tape library and tapes).*
- *Established a Disaster Recovery Site.*



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10. Sub-Contracting

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

11. Security and Confidentiality of Information

The successful bidders must undertake to disclose information relating to the contract only in terms of the SLA and only to stipulated parties, both during and after the contract period. Information may only be disclosed to outside sources with prior written approval from DLRRD. Enhanced security measures, including DLP, must be adhered to for handling sensitive data.

12. Terms and Conditions of the Proposal

- 12.1 Awarding of the proposal will be subject to the Service Provider's acceptance of the DLRRD Supply Chain Management general contract conditions.
- 12.2 The Service Provider should not qualify the proposal with their own conditions. Any qualification will result in disqualification.
- 12.3 Any shortcomings in this TOR must be identified by the service provider prior to awarding. Shortcomings identified after awarding that impact price will be for the service provider's account.
- 12.4 Should the service provider not comply with conditions during the contract, DLRRD may cancel with one-month notice.
- 12.5 Provide monthly management reports based on services, covering work performed.
- 12.6 Pricing must be fixed for the contract duration.
- 12.7 The company and employees will be subjected to security vetting and screening.
- 12.8 The Department of Land Reform and Rural Development shall:
 - Conduct business courteously and professionally.
 - Not accept responsibility for accounts/expenses not agreed upon.



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- Not accept liability for damages suffered by the Service Provider or personnel.
- Enter into a Service Level Agreement (SLA) upon appointment. These terms will form part of the SLA.

13. Delivery Address

- *North Gauteng Deeds Registry (Production Environment)*
Berea Park, 600 Lilian Ngoyi Street,
Pretoria Central
- *Cape Town Deeds Registry (DR Environment)*
2 Riebeek Street
Cape Town Centre
Cape Town

14. Briefing Session

Compulsory briefing session

Address: 600 Lilian Ngoyi, Pretoria Central

15. Project Duration

- The equipment must be delivered within a period of 6-8 weeks from purchase order issue date for both sites.
- The project must be implemented within 2 months, the bidder must provide a project plan.

16. Requests for Further Information

All enquiries regarding the bid may be directed to:

Bid Administration

Contact Person: Ms. Mmabatho Mafa Tel: 081 045 1693 or 012 338 7381

E-mail: mmabatho.mafa@deeds.gov.za



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Technical Enquiries

Contact Person: Mr Gideon Phokane

Tel: 012 338 7338 or 081 043 1892

E-mail: gideon.phokane@deeds.gov.za



GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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
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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** 5.1 The supplier shall not, without the purchaser’s prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection therewith, to any person other **information;** than a person employed by the supplier in the performance of the **inspection.** contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. **Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

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

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

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

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

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

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

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

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract 18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.

19. Assignment 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

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

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

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

may be due to him

- 25. Force Majeure** 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination** 26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes** 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

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

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

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

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

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

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

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

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

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

32.2 A local supplier shall be entirely responsible for all taxes, stamp duties, license fees, etc., incurred until delivery of the contract to the purchaser.

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

33. National Industrial Participation Programme (NIP)

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

- Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34 Prohibition of**
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.