

**EXPRESSION OF INTEREST:**

<p><b>POTENTIAL BIDDERS ARE REQUIRED TO NOTIFY THE LAND BANK SUPPLY CHAIN DEPARTMENT VIA E-MAIL OF THEIR INTENTION TO TENDER FOR THE ABOVE MENTIONED TENDER</b></p>
<p><b>NOTIFICATION OF INTENT TO BID FOR THIS TENDER WILL ALLOW THE SUPPLY CHAIN DEPARTMENT TO SHARE CRITICAL INFORMATION DURING THE DURATION OF THE TENDER</b></p>
<p><b>POTENTIAL BIDDERS ARE TO SUBMIT THE FOLLOWING DETAILS VIA E-MAIL TO <a href="mailto:Tenders@landbank.co.za">Tenders@landbank.co.za</a></b></p>
<p><b>NAME OF COMPANY:</b></p>
<p><b>CONTACT PERSON(S):</b></p>
<p><b>PHONE:</b></p>
<p><b>CSD REGISTRATION NUMBER:</b></p>
<p><b>BBBEE LEVEL:</b></p>
<p><b>E-MAIL ADDRESS:</b></p>

**REQUEST FOR BID**

**REQUEST FOR PROPOSAL (RFP) FOR THE  
IMPLEMENTATION OF LEGAL CONTRACT  
DRAFTING AND ONLINE LIBRARY SYSTEM  
INCLUDING MAINTENANCE AND SUPPORT FOR A  
PERIOD OF THREE (03) YEARS**

**T03/05/26**

The Land and Agricultural Development Bank of South Africa  
P O Box 375 Pretoria 0001 First Floor Block A, Lakefield Office Park  
272 Lenchem Avenue (Corner of Lenchen Avenue and West Avenue  
De Hoewes, Centurian

Webaddress: [www.landbank.co.za](http://www.landbank.co.za)

**Registered credit provider: Regnumber NCRCP18**

**Directors:** Directors: Mr M Skwatsha (Chairperson), Ms KV Rantao (Deputy Chair), Ms S Dlungwane, Ms S Ford, Prof J Kirsten, Mr B Maseko, Ms PH Maseko, Ms TF Matlala, Mr MA Moloto, Ms E Pillay, Ms KH Mukhari (Chief Financial Officer), Mr J Mphambo (Acting Chief Executive Officer)

Ms R Swanepoel (Acting Company Secretary)

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**1. INVITATION TO TENDER**

<b>Tender Number</b>	T03/05/26
<b>Title of this RFP</b>	Request for Proposal (RFP) for the implementation of legal contract drafting and online library system including maintenance and support for a period of three (03) years.
<b>Issue Date</b>	25 May 2026
<b>Briefing Session</b>	<p><b>A Non-Compulsory Virtual Briefing Session</b> will be held as follows:  Date: 03 June 2026  Time: 11:00am  Place:</p> <p><b>Microsoft Teams meeting</b>  <b>Join:</b>  <a href="https://teams.microsoft.com/meet/311784252754347?p=UkZF7UnM23IALMUinp">https://teams.microsoft.com/meet/311784252754347?p=UkZF7UnM23IALMUinp</a>  Meeting ID: 311 784 252 754 347  Passcode: HC2CY2gR</p>
<b>Written questions of clarification closing date</b>	04 June 2026 at 16h00
<b>Written response to all clarifications</b>	08 June 2026
<b>RFP Closing Time &amp; Date</b>	<b>23 June 2026@ 11:00</b>
<b>Delivery Address</b>	Land Bank Head Office, Tender Box Lakefield Office Park, Block A, first floor 272 West Avenue Die Hoewes, Centurion
<b>Originals to be submitted</b>	1 Original proposal
<b>Copies to be submitted</b>	1 soft copy (USB)
<b>Tender Validity Period</b>	180 business days from the closing date



**SBD 1 – Part one**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LAND BANK</b>					
BID NUMBER:	T03/05/26	CLOSING DATE:	23 June 2026	CLOSING TIME:	11h00am
DESCRIPTION	REQUEST FOR PROPOSAL (RFP) FOR THE IMPLEMENTATION OF LEGAL CONTRACT DRAFTING AND ONLINE LIBRARY SYSTEM INCLUDING MAINTENANCE AND SUPPORT FOR A PERIOD OF THREE (03) YEARS				
<b>BID RESPONSE DOCUMENTS MUSY BE HAND DELIVERED AT:</b>					
Land Bank Head Office, Tender Box					
Lakefield Office Park, Block A, first floor					
272 West Avenue					
Die Hoewes, Centurion					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Supply Chain Management		CONTACT PERSON	Supply Chain Management	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Tenders@landbank.co.za">Tenders@landbank.co.za</a>		E-MAIL ADDRESS	<a href="mailto:Tenders@landbank.co.za">Tenders@landbank.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>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.</b>					



## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## **2. OVERVIEW OF LAND BANK**

Established in 1912 to promote agricultural and rural development, the Land Bank provides production, instalment sale finance, and medium-term or mortgage loans to emerging and commercial farmers. From time to time, the Bank also administers other government programmes, such as drought relief schemes and flood assistance. The Land Bank is wholly- owned by the South African government, and is in turn the sole shareholder of LBIC and LBLIC, which provide insurance products in the agricultural sector.

The Bank's objectives flow from the Land Bank Act, No. 15 of 2002, and are aligned with government policies and the country's socio-economic needs. The Bank is expected to play a pivotal role in advancing agriculture and rural development. Its broad mandate, as expressed in the Land Bank Act, covers 11 objectives:

- Equitable ownership of agricultural land, in particular increasing the ownership of agricultural land by historically disadvantaged persons
- Agrarian reform, land redistribution or development programmes aimed at historically disadvantaged persons
- Land access for agricultural purposes
- Agricultural entrepreneurship
- Removal of the legacy of racial and gender discrimination in agriculture
- Enhancing productivity, profitability, investment and innovation
- Growth of the agricultural sector and better use of land
- Environmental sustainability of land and related natural resources
- Rural development and job creation
- Commercial agriculture
- Food security

Land Bank is committed to contributing to socio-economic transformation in South Africa and will therefore be contributing to the Preference System of all suppliers who are compliant to the Broad-Based Black Economic Empowerment Act no.53 of 2003 and the Preferential Procurement Policy Framework Act no.5 of 2011.

## **A. TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR REQUEST FOR PROPOSAL (RFP) FOR THE IMPLEMENTATION OF LEGAL CONTRACT DRAFTING AND ONLINE LIBRARY SYSTEM INCLUDING MAINTENANCE AND SUPPORT FOR A PERIOD OF THREE (03) YEARS.**

### **1. PURPOSE**

The purpose of this RFP (Request for Bid) is to invite Suppliers (hereinafter referred to as "bidders") to submit proposal for the implementation of legal contract drafting and online library system including maintenance and support for a period of three (03) years.

### **2. BACKGROUND**

Land Bank seeks to engage a qualified service provider for the implementation of legal contract drafting and online library system including maintenance and support for a period of three (03) years.

### **3. SCOPE OF WORK**

The scope of the project will encompass:

- 3.1. Implementation of an online legal library.
- 3.2. Automation of the legal process – development and implementation of automated templates and document generation software designed to streamline the creation of legal documents. This project aims to enhance efficiency by reducing manual drafting efforts, minimising errors, and improving turnaround times. Key deliverables include a library of standardised templates, integration with Land Bank loan origination systems, auto generated loan agreements and comprehensive training for legal staff; and
- 3.3. Maintenance and support for a period of three (3) years, as well as the provision of applicable licenses for the same period.

### **4. DETAILED SCOPE AND OVERVIEW**

While the project will focus on legal and security documents and ensure compliance with relevant regulations, it will not address custom drafting for unique legal scenarios or changes to broader legal practices. Success will be measured by the reduction in drafting time and errors, alongside user satisfaction. The preferred vendor must be a certified or accredited solution provider, partner, and authorised reseller of the software proposed.

#### **4.1. SCOPE OVERVIEW**

The appointed bidder will be responsible for the following aspects of the Legal Automation Process systems implementation:

- (a) **Planning and Analysis**- Detailed requirements gathering and analysis; Licensing & infrastructure planning.
- (b) **Implementation and Development** - Software configuration & customisation; Data integration & system integration; hardware specification requirements.
- (c) **Testing and Training** - Functional, security, and performance testing; User training & documentation finalisation; Compliance audits.
- (d) **Go-Live and Support** - System deployment & stabilisation; post-implementation support & maintenance; Continuous system monitoring.

## 4.2. IN SCOPE

The details of the scope are:

### 4.2.1. Processes Design

- (a) Gather as is Processes.
- (b) Design to be Processes.

### 4.2.2. Core Deliverables

**Table 1:** Category and description

Category	Description
<b>Overall System/Planning and Analysis</b>	<ul style="list-style-type: none"> <li>(a) Planning and facilitation of detailed requirement workshops and documentation.</li> <li>(b) conduct and document gap analysis end-to-end Legal contracting automation.</li> <li>(c) Review processes, methodologies, data, models and systems.</li> </ul>
<b>Licensing &amp; Maintenance</b>	<ul style="list-style-type: none"> <li>(a) Supply of perpetual or subscription-based licenses.</li> <li>(b) Annual maintenance, support, and software updates.</li> <li>(c) Training &amp; Change Management:</li> <li>(d) System user training, IT team knowledge transfer, and change management support.</li> </ul>
<b>Bond Registration/ cancelation Process</b>	<ul style="list-style-type: none"> <li>(a) Intergrate with property registries (relevant deeds office) for lodgment &amp; registration of properties.</li> <li>(b) Automate Bond cancellation process.</li> </ul>
<b>Template Based Drafting</b>	<ul style="list-style-type: none"> <li>(c) Using pre-drafted contract templates with standard clauses to streamline the creation of loan and security agreements,</li> </ul>

Category	Description
	and other essential legal documents, ensuring quick, accurate, and compliant document generation.
<b>Version control and Collaboration</b>	(a) Tracking changes and maintaining contracts versions. (b) Allowing multiple users to review, comment and edit collaboratively.
<b>Compliance and Risk Management</b>	(a) Ensure legal compliance with applicable contract laws. (b) Highlight risky clauses and missing terms automatically.
<b>Document Assembly and Formatting</b>	(c) Automatically generating contracts in various formats (Pdf, Word etc.) (d) Standardizing formatting for consistency.
<b>Data Integration</b>	(a) Pulling data from external sources, e.g. CRM, SAP, etc., for re-use during contracts generation.
<b>E-signature and execution</b>	(a) Integrating digital signature solutions e.g. SigniFlow. (b) Enabling Legally binding execution for validity.
<b>Implement an Online Legal Library for Research</b>	(a) Storing commonly used Legal clauses. (b) Offering real-time research, case law, statutes, and regulatory guidelines to support contract drafting and legal reviews. (c) Allowing selection and incision of relevant clauses based on contract type.
<b>Project Implementation Plan</b>	(a) The bidder must provide an implementation plan, including detailed project phases, deliverables, and milestones. (b) Unit & integration testing, coordination of User Acceptance Testing, go-live, and post-go-live support.
<b>Architectural and System Design</b>	(a) The bidder must provide detailed architectural and system design drawings documents with their proposal. The proposal must showcase how the system components interact and are integrated.

Category	Description
	(b) Detailed drawings of the system design, including user interface designs, infrastructure layout, and integration schemas.
<b>System Security Management</b>	(a) The bidder must demonstrate that the proposed system has robust security management, including encrypted communications, secure data storage, and compliance with cybersecurity standards.
<b>Data Analytics and Reporting</b>	(a) The bidder must provide the system that has the following: <ul style="list-style-type: none"> <li>(i) Real-time reporting capabilities for operational efficiency and strategic planning.</li> <li>(ii) Dashboards and visualization tools to monitor key performance indicators.</li> </ul>
<b>Knowledge transfer and training (refresher courses)</b>	(a) Perform knowledge gap assessment and provide workshop and training to close gaps. (b) Provide e-learnings, training and skills transfer to the Land Bank Legal team. (c) Provide manuals and processes to the LB. (d) Provide back-up of resources to LB as-and-when required.
<b>People Change Management, Training and Handover</b>	(a) The bidder must provide system training to end user and technical training to IT Team. The comprehensive plan must include: <ul style="list-style-type: none"> <li>(i) Training plan</li> <li>(ii) Change management and support plan</li> <li>(iii) Knowledge transfer plan</li> <li>(iv) Support and maintenance</li> </ul>

#### **4.2.3. Integration of existing infrastructure and third-party**

- (a) Evaluation of current systems.
- (b) Complete process for API applications (SAP, CRM, Acceleris etc) for re-use during contracts generation.
- (c) Stakeholder Engagement with external parties (municipalities, SARS, Deeds Office).
- (d) Unit & integration testing, coordination of User Acceptance Testing, go-live, and post-go-live support.

#### **4.2.4. Security Measures:**

- (a) Complete Security checklist.
- (b) Data encryption for sensitive information.
- (c) Role-based access control for staff and users.

#### **4.2.5. Technical Requirements**

- (a) Platform: Web-based with mobile-responsive design.
- (b) Hosting: On Cloud deployment
- (c) Uptime: 99.9% availability with disaster recovery.

#### **4.2.6. Testing**

- (a) Conduct penetration testing.
- (b) Conduct demo sessions/system reviews.
- (c) Support user acceptance testing sessions.

#### **4.2.7. Training**

- (a) Develop Training Manuals.
- (b) Conduct user awareness and training 25 users and provide IT support virtual.

### **4.3. Current IT Infrastructure**

The Bank's IT infrastructure consists of Synergy servers, switches & routers, firewalls, and storage device. Our backup solution is cloud-based—Backup as a Service (BaaS)—delivered through a managed service contract. Most of the server infrastructure is virtualized using firewall. Primarily, our infrastructure is hosted in our own data centre, with a cold Disaster Recovery setup maintained by a service provider. The Bank continues to operate its systems on premises. The Bank's data must be stored locally, i.e., within the borders of South Africa.

#### 4.4. Deliverables for Contracting System- High level capability Below

**Table 2:** Deliverables for Contracting

No	System capabilities	Description
1	Uploading and maintaining standard templates to be used for approved loans.	(a) Use pre-defined contract templates with place holders for dynamic content
2	Selection / addition of Clauses & Conditions for use in contracts	(a) Allow users to select relevant legal clauses and conditions based on contract type
3	Data integration and Autofill capabilities.	(a) Pull data from CRM, SAP, Acceleris systems created during origination process to populate contracts: (v) Client personal details (vi) Address details (vii) Contract details (viii) Farm details
4	Automate registrable deeds office documents for example transfer, registration and cancellation / release of bonds	<b>Automate the following activities for example:</b> (a) Signing of all necessary documents (b) Calculation of transfer duty (c) Submission of documents to deeds office for registration (d) Registration of servitudes (e) Obtaining of consents & registration thereof. (f) Cancellation of bonds (g) Transfer of property
5	Drafting collaboration	(a) Enable multiple stakeholders to edit, add comments, and track changes in real time.
6	Integration for Electronic Signature & Execution	(a) Intergrate with e-signature platforms like signflow for contract signing (i) Automatically send contract for digital signing post approval by the legal team as per SOP guidelines.

No	System capabilities	Description
7	Automated workflow for verification and endorsement of document routing	(a) Route contracts for review and endorsement by relevant stakeholders based on the Land Bank SOP
8	Compliance & validation checks	(a) System checks for compliance with legal, tax & regulatory requirements
9	Data Collection & Preparation	(a) Gather property information ( Windeed) (b) Bond amount, Maturity dates & Interest rates (SAP,etc.) (c) Security/collateral where applicable ( SAP /CMS System)
10	Print Contracts & save	(a) System should enable printing of contracts by a click of a button.
11	Task Monitoring and Tracking	(a) Set reminders for monitoring of Tasks (ii) Build workflows to track tasks progression against predefined milestone and dependencies. (iii) Automated reminder and notifications for time bound tasks and key milestone dates. (iv) Diary integration or calendar functionality to support visibility of task timeline (v) Provide escalation alerts for tasks that exceed time thresholds, where applicable.
12	Access related supporting documents	(a) Intergrate with the records management systems to get a view of loan supporting documents (i) Auto upload & Index contracts into the records management system/ Enterprise Content Management System.
13	Legal Research Library	(a) Link to legal resources, giving legal advisors/conveyancers everything from trusted legal commentary to regulatory compliance alerts and practical “how to” legal guidance.

## 5. BID EVALUATION STAGES

- (a) The bid evaluation process consists of Four (04) stages, according to the nature of the bid.
- (b) A bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation. The stages are:

**Table 3:** Evaluation stages

Stage	Description	Applicable for this bid YES/NO
Stage 1	Mandatory requirements	YES
Stage 2	Technical/Functionality Evaluation	YES
Stage 3	Demonstration/ Presentation /Proof of Concept Requirements	YES
Stage 4	Price and specific goals	YES

### 5.1. Stage (01) one - Mandatory requirements

Bidders must comply with and meet all the mandatory requirements listed below. Failure to meet any of these requirements will result in immediate disqualification.

**Note: Any bid that does not comply with the minimum requirements will be deemed non-responsive.**

**Table 4:** Mandatory requirements

NO	DESCRIPTION	SUBSTANTIATING EVIDENCE OF COMPLIANCE (USED TO EVALUATE BID)
1	The Bidder must be an Original Equipment Manufacturers (OEM)/Original Software Manufacturer (OSM) or an Accredited Reseller/ Partner/Distributor for the provision of the proposed solution.	The Bidder must submit a copy of valid documentation (letter/certificate/license or any confirmation) as proof that the Bidder is an Original Equipment Manufacturers (OEM)/Original Software Manufacturer (OSM), or an Accredited Reseller/ Partner/Distributor for the provision of the proposed solution.
2	System capabilities and modular architecture.	The bidder must provide a detailed proposal including proposed system capabilities and modular architecture as described in section 4.4

NO	DESCRIPTION	SUBSTANTIATING EVIDENCE OF COMPLIANCE (USED TO EVALUATE BID)
3	Costing Proposal	The bidder must provide a full cost breakdown schedule as instructed in pricing schedule and instructions
4	Project timeline	The bidder must provide a project timeline with milestones and deliverables.
5	Technical architecture blueprint with a roadmap and integration approach	The bidder must provide a technical architecture blueprint with a roadmap and integration approach.
6	Data integration plan including methodology, validation, and rollback strategy	The bidder must provide a data integration plan including methodology, validation, and rollback strategy.
7	System scalability strategy on how the system can grow with the Bank's operations	The bidder must provide a scalability strategy - how the system can grow with the Bank's operations.
8	Past project reference/s or and client/s testimonials relating to the contract drafting solution or deployment.	The bidder must provide past project reference/s or and client/s testimonials only.
9	Compliance with ISO/IEC 27001 information security management standards	The bidder must submit proof of its ISO/IEC 27001 compliance with information security management standards.
10	The Bank's data must be stored locally, i.e., within the borders of South Africa.	The bidder must submit documents that outline the regions or geographical locations of its data centres, to ensure that data location is local (South Africa).
11	Compliance with POPIA or data protection policy	The bidder must submit a signed POPIA or data protection policy

### **5.1.1. Non-mandatory essential returnable documents**

Bidders are requested to submit the essential returnable documents with the bid document.

- Land Bank reserves the right to request outstanding essential documents during the evaluation process and the bidder will be expected to provide such within a limited period (not more than 5 working days).
- Failure to provide any outstanding information within the required timeframe will lead to a proposal being deemed non-responsive.

NO	DESCRIPTION
1	A proof that the bidder is in good standing with SARS. Such information will be verified through Central Supply Database (CSD) or using SARS e-filing pin in National Treasury compliance with instruction note 9 of 2017/2018 prior to the award of the bid.
2	A proof of registration as a vendor on the National Treasury Central Supply Database (CSD), which can be found at <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017
3	SBD1 – A fully completed and duly signed Invitation to bid
4	SBD 4 - A fully completed and duly signed disclosure form. Should a conflict of interest be declared or identified, the bid would be declared non-responsive. NB Bidder must ensure all pages are complete and all questions answered, and to indicate not applicable (N/A) where appropriate.

## 5.2. Stage (02) two - Technical/Functionality Evaluation

- (a) The bidder must submit substantiating evidence for the TECHNICAL FUNCTIONALITY requirements below to obtain points.
- (b) The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence aligned to the criteria in the bid response. During evaluation, Land Bank reserves the right to treat substantiation evidence that cannot be in the bid response, as "NON-COMPLIANT".
- (c) The evaluation (scoring) of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
- (d) **Minimum threshold.** Only those bidders that have met or exceeded the **minimum threshold of 70 points** will proceed to the next evaluation stage.

### NOTE (1):

Land Bank reserves the right to verify All the information provided.

### NOTE (2):

Bidders should take note of the Minimum Threshold.

Should the bidder not the Minimum Threshold, the Bidder will be disqualified.



The evaluation of the functionality of the proposals will be evaluated as per the criteria contained in the table below:

**Table 5: Technical/Functionality Evaluation**

Category	Sub criteria	Total score	Score	Form of Evidence
<b>1. Capacity of Bidders Team and Experience</b>				
This criterion covers Project manager/Scrum Master experience	More than 10 years' experience	10	10	1. Bidder must submit a detailed CV of the project manager and valid accreditation/certificate from any institution. 2. The Project manager CV must indicate experience in managing software or applications deployment experience
	5 to 10 years' experience		5	
	Less than 5 years' experience		0	
This criterion covers the experience and certification of all resource/s assigned to the project and not mentioned in this functionality criteria	More than 10 years' experience	5	5	detailed CV of all resources assigned to the project and valid accreditation/certificate from any institution.
	Less than 5 to 10 years' experience		0	
This criterion covers software Engineer/s assigned to this project	More than 5 years' experience	5	5	detailed CV of the Software Engineer and accreditation/certificate for the proposed system(s) from any institution
	Less than 5 years' experience		0	
This criterion covers the Business Analyst/ consultant assigned to the project	More than 5 years' experience	5	5	detailed CV of the business analysts/consultants and valid accreditation/ certificate from any institution
	Less than 5 years' experience		0	



Category	Sub criteria	Total score	Score	Form of Evidence
<b>2. Provision of signed positive testimonial letters from existing/previous clients</b>				
This criterion covers positive testimonial letters from current or previous clients on similar projects	Four positive testimonial letters	15	15	Signed Positive testimonial letters on the client letter head with contact details
	Three positive testimonial letters		10	
	Two positive testimonial letters		5	
	No or one testimonial letter provided		0	
<b>3. Agile Project implementation plan for the services mentioned in the scope of work and high-level capabilities</b>				
This sub-criterion covers project approach and methodology	The proposal should contain the bidder's proposed approach and methodology to the project: (a) Project Plan (2) (b) Project Plan and Schedule including a detailed plan of action to implement the system(s) and achieve the objectives of the project. (2) (c) The plan clearly indicates kick-off to closure in detailed steps and phases. (2) (d) The plan indicates quality assurance process and sign-off prerequisites. (2)	8		Detailed project implementation plan addressing the categories of the project approach and methodology in the sub criteria
	The approach and methodology addressing all categories mentioned above		8	
	the approach and methodology addressing (3) of the items mentioned above		6	



Category	Sub criteria	Total score	Score	Form of Evidence
	the approach and methodology addressing (2) items mentioned above		4	
	the approach and methodology addressing (1) of the items mentioned above		2	
	The approach and methodology addressing none of the item mentioned above		0	
<p>This sub-criterion covers project approach, project plan and methodology</p> <p><b>Note (01)</b></p> <p>The proposed timelines will be binding and form part of the contract.</p>	Project Completed between <b>four (4) to six (6)</b> months	16	16	
	Project Completed between <b>seven (7) to ten (10)</b> months		12	
	Project Completed between <b>eleven (11) to twelve - (12) months</b>		6	
	Project Completed beyond <b>twelve (12)</b> months		0	
<b>4. Data Integration &amp; System Integration Plan</b>				
<p>This sub-criterion covers data integration and system integration approach from the existing systems to the new system</p>	<p>The data integration plan must cover the following aspects:</p> <p>1) Integration Approach; 2) Data Assessment &amp; Preparation; 3) Data Mapping &amp; Transformation; 4) Integration Execution; 5) Testing &amp; Validation and post integration support</p>	20	10	Detailed data integration and System Integration plan addressing the categories mentioned in the sub criteria column.
	the data integration plan addressing 4 of the items mentioned above		8	



Category	Sub criteria	Total score	Score	Form of Evidence
	the data integration plan addressing 3 of the items mentioned above		6	
	the data integration plan addressing 2 of the items mentioned above		4	
	the data integration plan addressing 1 of the items mentioned above		2	
	the data integration plan addressing none of the items mentioned above		0	
	The integration plan should include the following aspects: 1)Integration strategy and architecture; 2) API & Interface Development; 3) Third-Party System Integration i.e. legal databases 4) Integration Testing; 5) Monitoring & Maintenance		10	
	the integration plan addressing 4 of the items mentioned above		8	
	the integration plan addressing 3 of the items mentioned above		6	
	the integration plan addressing 2 of the items mentioned above		4	
	the integration plan addressing 1 of the items mentioned above		2	
	the integration plan addressing none of the items mentioned above		0	
<b>5. Scalability &amp; Modular Architecture Blueprint and Roadmap</b>				
This sub-criterion covers documentation of the modular architecture for	A modular architecture for Legal drafting and contracting Automation should ensure scalability, flexibility, and interoperability.	6	6	Detailed architecture blueprint and roadmap document addressing the category of items mentioned in the sub criteria column.



Category	Sub criteria	Total score	Score	Form of Evidence
Legal Process Automation and supporting roadmap	Thus the blueprint should define 1. the System Modular Architecture Diagrams with, Integration & Data Flow Diagrams, 2. Technology Stack Selection, Security & Compliance Plan, and deployment strategy, 3. the roadmap should outline the implementation phases and Risk Mitigation Strategy			
	the documentation addressing 2 of the items mentioned above		4	
	the documentation addressing 1 item mentioned above		2	
	the documentation addressing none of the item mentioned above		0	
<b>6. Support &amp; Training Approach</b>				
This sub-criterion covers operational support for the systems and training approach	The training and operational support approach should include the following aspects: 1). Training Approach & Methodology; 2) User Adoption & Change Management; 3) Support & Post-Implementation Assistance; 4) Documentation & Knowledge Resources; 5) Performance Monitoring & Continuous Improvement	10	10	Detailed training and operational support plan addressing the category of items mentioned in the sub criteria column.
	the training and operational support approach addressing 4 of the items mentioned above		8	



Category	Sub criteria	Total score	Score	Form of Evidence
	the training and operational support approach addressing 3 of the items mentioned above		6	
	the training and operational support approach addressing 2 of the items mentioned above		4	
	the training and operational support approach addressing 1 of the items mentioned above		2	
	the training and operational support approach addressing none of the items mentioned above		0	
<b>TOTAL POINTS</b>		<b>100</b>		

### 5.3. Stage (03) three - Demonstration/ Presentation /Proof of Concept Requirements

- (a) Only those bids that successfully passed all the previous evaluation stages will progress to this evaluation stage, namely Demonstration / Presentation / Proof of Concept.
- (b) The bidder will be required to do a Demonstration / Presentation / Proof of Concept of their proposed solution as per **Stage 3** that contains the ability to support the business objectives in relation to the required technology infrastructure and the required components.
- (c) The Live POC (Proof of Concept) demonstration will be done on site where the system is currently running.
- (d) **Minimum threshold.** Only those bidders that have met or exceeded the **minimum threshold of 70 points** will proceed to the next evaluation stage.

**NOTE (01):**

Land Bank reserves the right to verify All the information provided.

**NOTE (02):**

Bidders should take note of the Minimum Threshold.

Should the bidder not meet e Minimum Threshold, the Bidder will be disqualified.



The evaluation of the Demonstration / Presentation / Proof of Concept will be evaluated as per the criteria contained in the table below:

**Table 6:** Demonstration / Presentation / Proof of Concept

Category	Sub criteria	Total score	Score	Form of Evidence
<b>1. Capability</b>				
Client Contract On boarding	Contract with drop down menu to choose relevant conditions and integration with internal SAP system (pull information through) and SigniFlow (for signature) or similar systems	30	30	<Presentation and Demonstration information will be provided by the Bidder at the Presentation and Live Proof of Concept Presentation session. >
	Contract with drop down menu to choose conditions and integration with internal SAP system (pull information through) or similar system		15	
	Contracts drafting with manual input of information and loan conditions		0	
Systems Integration for registerable security documents	Bonds/ Transfer/ Servitude documents to integrate with Windeed, EDRS lodgements and electronic signature platform as well as SARS, and municipality rates and taxes systems or similar systems	25	25	
	Bonds/ Transfer/ Servitude documents to integrate with Windeed, SARS, and municipality rates and taxes systems or similar systems		12	



Category	Sub criteria	Total score	Score	Form of Evidence
	Bonds/ Transfer/ Servitude documents to integrate with Windeed or similar systems		0	<Presentation and Demonstration information will be provided by the Bidder at the Presentation and Live Proof of Concept Presentation session. >
<b>System output</b>	Generate, print and save documents immediately or within 5 minutes delays and calculate all conveyancing fees correctly per transaction	25	25	
	Generate, print and save documents with less than 10 minutes delay per document and calculate all conveyancing fees correctly per transaction		12	
	Delay of more than 10 minutes per document to generate, print and save documents.		0	
<b>Online library</b>	Comprehensive and authoritative legal content (including South African and relevant international sources) that is updated daily or near real-time, supported by advanced search, a reliable citator, AI-driven research tools, and seamless cross-referencing, all within a fast, stable, and user-friendly platform with full personalisation and workflow integration.	20	20	
	Basic legal content and search functionality with limited updates, weak or partial citator and AI tools, restricted usability and personalisation, and slow research efficiency.		10	
	Lack of reliable or up-to-date legal content, lack of effective search and validation tools, and an overall slow, unstable, and difficult-to-use platform		0	



Category	Sub criteria	Total score	Score	Form of Evidence
TOTAL POINTS		100		

#### 5.4. Stage (04) four - Price and specific goals

Provide Pricing Proposals requirements to ensure that implementation of legal contract drafting and online library including maintenance and support for a period of three (03) years will be effectively and efficiently delivered to the Land Bank. Either the 90/10 or 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.

The Bidder's commitment for the Preference Goal Requirements in this tender will be legally binding and the Bidder needs to perform against their commitment for the duration of the contract which will form part of the Contractual Agreement.

##### 5.4.1. Pricing schedule and Instructions

Bidders will be bound by the following general costing and pricing conditions and Land Bank reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions:

- (a) Bidders will complete Bidder's **Costing Proposal** and include this as part of the hard copy submission documents **and** on the memory stick.
- (b) The Bidder must provide full cost breakdown of implementation of the implementation of the Legal contract drafting and online library including maintenance and support for a period of three (03) years covering all major cost categories as per template provided in the pricing schedule to ensure transparency in budgeting and clarity on costs allocation over time. The Bidder's Costing Proposals should be divided into the categories provided in the pricing schedule, however, is **not limited** to the categories specified in the pricing schedule.
- (c) The price must include all costs to deliver the goods or render the service, including all applicable taxes, duty fees, logistics/delivery, storage, labor, overtime and subsistence and travel
- (d) The Bidder must provide Costing Proposal indicating **TOTAL BID PRICE**
- (e) The price schedule must be completed in non-erasable ink, and the use of correction fluid/tape is not permitted.
- (f) Prices tendered must be valid for 180 days and must be for the duration of contract including provision for price increase.
- (g) All prices quoted shall remain firm for the duration of the agreement. The Bank reserves the right to opt in or opt out on some quoted modules and other elements of this tender scope during contracting phase were deemed necessary.
- (h) All pricing shown must EXCLUDE VAT, with the VAT components being shown separately on all cost/priced items/services.
- (i) Land Bank will not entertain any price adjustments as it assumes that the pricing document is complete and covers all costs associated with this solution



**PRICE SCHEDULE**

**Table 7:** Pricing Schedule

Description	Estimated Quantity	Year 1	Year 2	Year 3	Total
System development and implementation	Once off	R			R
Licences	1	R	R	R	R
Maintenance and support	1	R	R	R	R
Virtual Training- Refer to <b>Section 4: Clause 4.2.7</b>	25	R	R	R	R
Client onboarding	800 per year	R	R	R	R
Post go-live support (Hourly rate)	100 hours per year	R	R	R	R
Any additional cost		R	R	R	R
Any additional cost		R	R	R	R
<b>SUBTOTAL</b>					<b>R</b>
<b>VAT</b>					<b>R</b>
<b>GRAND TOTAL FOR THREE YEARS INCLUDING VAT</b>					<b>R</b>



I, the bidder, confirm that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) or rate(s) cover all my obligations and I accept that any mistakes regarding price(s), rate(s) or calculations will be at my own risk.		
	<b>Name</b>	<b>Capacity</b>
	<b>Signature (above)</b>	<b>Date</b>

#### **5.4.2. Pricing schedule and Instructions**

Bidders will be bound by the following general costing and pricing conditions and Land Bank reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions:

- (j) The price must include all cost to deliver the goods or render the service, including all applicable taxes, duty fees, logistics/delivery, storage, labour, overtime and subsistence and travel;
- (k) The Bidder must provide pricing indicating **TOTAL BID PRICE**; confirm and sign-off the pricing above.
- (l) The price schedule must be completed in non-erasable ink and the use of correction fluid/tape is not permitted;
- (m) Prices tendered must be valid for 180 days and must be for the duration of contract including provision for price increase;
- (n) All prices quoted shall remain firm for the duration of the agreement. The Bank reserves the right to opt in or opt out on some quoted modules and other elements of this tender scope during contracting phase where deemed necessary;
- (o) All pricing shown must EXCLUDE VAT, with the VAT components being as shown separately on all costed/priced items/services;
- (p) Land Bank will not entertain any price adjustments for it assumes that the pricing document is complete and covers all costs associated with this solution;
- (q) In order for the bidder to claim specific goals, the bidder must indicate how they claim points for each preference point system in the SBD 6,1 form, and attached a BBBEE Certificate/Sworn Affidavit.
- (r) 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

### **5.4.3. Bid Submission Instructions**

**Note that bidders must submit as follows:**

- (a) **One (1) original file**
- (b) **One (1) electronic copy on USB memory stick/ flash drive** in Portable Document Format (**PDF**) of the **RFP Document**
- (c) It is the Bidder's responsibility to ensure that the information and contents on the electronic copies is the same as in the hard copies.
- (d) To ensure that the electronic copies are not damaged, the bidder must submit the USB's (memory stick/ flash drive) in a sealed padded envelop and be clearly marked.
- (e) Bidders shall submit proposal responses in accordance with the prescribed manner of submission as specified above.
- (f) The **RFP** Responses (hard and electronic copies) must be clearly marked as follows: Bidder's Name & Contact Details, **RFP** Number, **RFP** Description, and Closing Date.
- (g) All Bids in this regard shall only be accepted if they have been placed in the tender box before or on the closing date and stipulated time.
- (h) Late bids shall not be considered.
- (i) The proposal must be signed by an authorised employee, agent or representative of the bidder. The proposal must bear the initials of the signatory at the bottom of every page as an indication that the bidder has familiarised itself with the terms and conditions of this **RFP** document.
- (j) Faxed or e-mailed bids will not be accepted.
- (k) Bidders are required to submit all returnable documents/information together with their Bids/proposals on or before the closing time and date of the Bids/proposals.
- (l) All services supplied in accordance with the bidder's proposal must be in accordance with all applicable legal requirements in terms of South African law, policies and regulations.
- (m) The price must include all cost to deliver the goods or render the service, including all applicable taxes, duty fees, logistics/delivery, storage, labour, overtime and subsistence and travel;
- (n) Lease Fee must include device hardware, warranty, maintenance and technical support.
- (o) Consumables (toner, developer, drums, waste containers, etc.) must be included in the per-page copy/print charges.
- (p) Paper cost must be excluded. The Land Bank will provide papers.
- (q) Page volumes are estimated for evaluation purposes. However, actual billing will be based on meter readings verified monthly through print management software

## 6. **Confidentiality**

The bidder will be required to sign a confidentiality agreement to ensure that the Bank data and information is managed confidentially.

## 7. **Miscellaneous**

The Bank reserves the right, in its sole and absolute discretion to amend these terms of reference as required from time to time.

## 8. **Preference and Financial Evaluation**

### 8.1. **Price and Specific Goals**

This phase is the final stage in the evaluation process and only successful bidders that have passed stage one and two requirements will be considered. In this phase only price and specific goals will be considered. To qualify for specific, a valid B-BBEE certificate needs to be submitted with this bid.

Land Bank will evaluate all tenders in terms of Preferential Procurement Policy Framework regulation of 2022 (PPPFA). The scoring methodology will apply. A copy of the PPPFA regulations can be downloaded from [www.treasury.gov.za](http://www.treasury.gov.za)

**Either 80/20 or 90/10 preference point system will be utilised for this tender**

**Bidders are required to complete Annexure I SBD 6.1 in full to ensure all BBEE and sub-contracting information are submitted at the time of the bid closing**

## 9. **TERMS OF CONTRACT**

Before the tender will be awarded and before the commencement of any work, the successful tenderer will enter into a Service Level Agreement with the Land Bank which will form the contractual basis for the delivery of the services as well as how performance will be measured and will include the General Conditions of the Contract.

The Service Provider will not proceed with any work, tasks or requests without being in possession of a duly signed Service Level Agreement or any other form of agreement, letter of intent, communicated to the Service Provider from the Land Bank Procurement Department.

Should the Service Provider commence with any work without a signed Service Level Agreement, the Service Provider will be doing so solely at their own risk and Land Bank will not be liable or be under any obligations whatsoever.

## 10. **GENERAL CONDITIONS**

All tenderers responding to this request for Proposals should provide the following statutory compliance documentation in order to be considered:

- a) Completed Vendor Accreditation Form
- b) Proof of registration to the Central Supplier Database (CSD)
- c) Cancelled cheque and/or stamped letter from the Bank
- d) All Supplier information and disclosure forms should be properly completed, signed and stamped by a Commissioner of Oaths

- e) Any false declaration of information will result in the exclusion of the proposal from consideration
- f) Bidders to submit a tax compliance status (TCS) pin issued by SARS along with a valid tax clearance certificate
- g) A BEE certificate from a SANAS accredited rating agency or Affidavit substantiating the bidders B-BBEE rating
- h) Certified copy of Identity Documents of Shareholders/Directors
- i) In the case of Consortium or Joint Venture, bidders are required to provide copies of signed agreements stipulating the work split – **not applicable in this tender**
- j) The Land Bank may invite bidders for an oral interview prior to the approval of a bid. Land Bank will not be liable for the costs incurred by the tenderer in connection with such interview.

## **11. OBJECTIVE CRITERIA & RISK ANALYSIS**

- 10.1. In addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed in order to ascertain suitability for award.
- a) If having passed Qualifying Criteria, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services
  - b) Fully compliant and registered with the National Treasury Central Supplier Database
  - c) No misrepresentation in the tender information submitted
  - d) Any non-performance on Land Bank projects
  - e) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
  - f) The tenderer has declared that there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract
  - g) Convicted by a court of law for fraud and corruption
  - h) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract
  - i) Unduly high or unduly low Tendered rates in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may be disqualified if tendered rates are found to be distorted.
  - j) In terms of unduly high Tendered fees in the Tender offer, refer to the PPR2022.
- 10.2. Land Bank may perform a due diligence exercise on the preferred tenderer to determine its risk- profile. The outcome of the due diligence exercise may be considered as an objective criterion. A due diligence exercise may include, but is not limited to, the following factors;
- 10.3. Financial Analysis of Tenderers Financial Statements.**  
Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency). In the case of an

unincorporated JV or a SPV, each partner of the entity should submit their financial statements and it will be consolidated to determine their capability to execute the applicable contract.

**10.4. Judgements and criminal convictions.**

Land Bank may consider previous civil judgements against the preferred tenderer as part of its risk assessment. Land Bank may also consider whether the preferred tenderer or any of its directors have been-convicted of a serious offence.

**10.5. Pending litigation**

Land Bank may consider any pending litigation in a court of law or administrative tribunal as part of its risk assessment.

**10.6. Performance**

Land Bank may consider the Service Provider having a history of poor performance on any task orders/purchase orders or contracts, including poor performance in respect of compliance with policies or procedures regarding safety, health, quality control or environment, or having committed a serious and gross breach of contract.

**10.7. Reputational-harm**

If Land Bank is likely to suffer substantial reputational harm as a result of doing business with the preferred service provider, it may take this into account as part of its risk assessment.

The above set out other objective criteria may be clarified during the evaluation and correction of any non-compliance may be negotiated with the highest scoring tenderer, if possible. However, should the tenderer not comply with these requirements by the close of negotiations, Land Bank reserves have the right to award to the next ranked tenderer.

**12. SUBMISSION REQUIREMENTS**

- Any service provider requiring clarification on any matter whatsoever, including questions relating to the specifications required of the service provider to perform this project or the tender and evaluation process should do so via e-mail and address such request to [Tenders@landbank.co.za](mailto:Tenders@landbank.co.za)
- Proposals may be deposited in or couriered to the tender box at the reception area of Land Bank Head Office, Lakefield Office Park, Block A first floor, 272 West Avenue, Die Hoewes, Centurion on or before **23 June 2026 @ 11:00am.**

**13. FICA AND COMPLIANCE CHECKS**

Land Bank, in its capacity as an accountable institution, has a duty to verify the identity of all its clients in compliance with the Financial Intelligence Centre Act No 38 of 2001 (FICA).

The Land Bank shall thus conduct a comprehensive PEP screening on the successful bidder and therefore requests all bidders to submit the Know Your Customer (KYC) documents as listed in Annexure D of this RFP document.

**14. PROTECTION OF PERSONAL INFORMATION**

In submitting any information or documentation requested above or any other information that may be requested pursuant to this RFP, you are consenting to the processing by Land Bank or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder (“POPI Act”). You also consent that any information, either written or verbal, may be made available to third parties strictly for the purpose of oversight to this tenders’ appointment. Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify Land Bank against any civil or criminal action, administrative fine or other penalty or loss that may arise because of the processing of any personal information that you submit.

**SUGGESTED COMPILATION OF BIDS**

**PLEASE ENSURE THAT THE SEPARATE ANNEXURES/FILES ARE NAMED ACCORDINGLY ON YOUR USB AND HARD COPY SUBMISSION**

Name of Firm	
CSD Registration Number	
Contact Person	
Contact Number	
Physical Address	
E-mail Address	
<b>Administrative</b>	
<b>Completed Tender document</b>	
Annexure A: Vendor Accreditation Form	
Annexure B: Bidders Disclosure Form	
Annexure C: Covenant of Integrity Declaration	
Annexure D: Land Bank FICA requirements	
Annexure E: Terms and Conditions	
Annexure F: Service Provider Agreement *This is included for informative purposes and does not need to be completed. *Successful bidder(s) will enter into the service provider agreement attached in this RFP, with the addition of their proposed financial submission, services, time lines, etc.	
Annexure G: Bribery & Corruption Declaration	
Annexure H: SBD 1 Tax Compliance	
Annexure I : SBD 6.1 Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022	
Annexure J: Valid BBBEE Certificate or Affidavit	
Annexure K: Tax compliance status (TCS) pin issued by SARS along with a valid tax clearance certificate	
Annexure L: Cancelled cheque and/or stamped letter from the bank confirming banking details	
Annexure M: National Treasury's CSD Proof of registration	
Annexure N: Financial Proposal <b>using the template provided</b>	
Annexure O: <b>Qualifying Criteria</b>	
<b>MANDATORY CRITERIA DOCUMENTATION</b> (PLEASE REFER TO THE EVALUATION CRITERIA ABOVE FOR MORE INFORMATION)	
<b>Technical/Functionality Evaluation requirements</b>	



<b>Annexure P:</b> Essential returnable documents
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**ANNEXURE A**

**Vendor information sheet**

SAP Registration number \_\_\_\_\_

1. Registration name of company \_\_\_\_\_
2. Company registration number \_\_\_\_\_
3. VAT number \_\_\_\_\_

4. Company details	Street address	Postal address
Building/complex _____	PO Box _____	_____
Street name _____	City _____	_____
Suburb _____	Code _____	_____
City _____	Suburb _____	_____
Code _____		_____
Telephone no _____	<b>Contact person</b> _____	_____
Fax no _____	<b>Direct Tel</b> _____	_____
E-mail _____	<b>Direct Fax</b> _____	_____

5. Payment terms \_\_\_\_\_
6. Payment should be made in (currency) \_\_\_\_\_
7. Bank detail **Please attach banking details on an original letterhead signed by CEO/Director/s appearing on the letterhead.**

Bank name \_\_\_\_\_

Branch \_\_\_\_\_

Type of account \_\_\_\_\_ (eg. Current account; Cheque account, Savings account, e.t.c)

Account number \_\_\_\_\_ Branch code \_\_\_\_\_

<b>8. Contact person for Account queries</b>	Name <u>Ms. Jeanette Raphalalani</u>
Cell no _____	Tel no <u>(+27 12) 686 0848</u>
E-mail <u>njraphala@landbank.co.za</u>	Fax no _____

**9. How much is the company's annual turnover? : R \_\_\_\_\_**

**10. Share holding - (Please list Share holders with their % of share holding)**

Title	Name	Identity number	Race	% share holding



T02/05/26: REQUEST FOR BID (RFP) FOR THE SUPPLY, DELIVERY, IMPLEMENTATION AND LEASING OF NETWORKED MULTIFUNCTION PRINTING DEVICES (MFD/PS) FOR A PERIOD OF THREE (03) YEARS.

11.

Business indicator - mark with (X) in the bracket HDP - Historically Disadvantaged Persons ( ) EXB - Existing business ( )	INT - International business ( ) JVB - Joint venture business ( )
--	--

12. Additional

List the commodities / service that you currently supply to Land Bank  
Currently providing

Can provide

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I the undersigned, confirm that the information provided on this vendor information sheet is accurate and contains no misrepresentations or omissions, and is based on current information known to me. I also undertake to immediately inform the Land Bank of any changes to the above furnished information. The Land Bank is hereby allowed to verify any of the details provided.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Designation

Date

**FOR OFFICE USE ONLY**  
**(LAND BANK)**

Procurement  
Department

Name & Signature\_\_\_\_\_

Date:\_\_\_\_\_



**ANNEXURE B BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....  
 .....

---

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



2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....  
.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions of 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 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.

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



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



## ANNEXURE C

### CONVENANT OF INTERGRITY

I, the undersigned,

\_\_\_\_\_  
(Full names)

do hereby make oath and state as follows:

1. I am:
  - 1.1. an adult male/female aged\_\_;
  - 1.2. presently employed as/carrying on business as \_\_\_\_\_ situated at\_\_\_\_\_.
2. The facts stated herein are both true and correct and within my personal knowledge and belief unless otherwise stated.
3. I hereby confirm that:
  - 3.1. I am duly authorised to depose to this affidavit;
  - 3.2. neither myself nor anyone acting on behalf of the tenderer is, or will be, engaged in any Prohibited Practice as defined in 4 below in connection in respect of any tendering process or in the provision of services and/or goods;
  - 3.3. I will immediately inform Land bank of any instance of any such Prohibited Practice which comes to my attention and/or the attention of the tenderer and/or its employees or agents concerning the following:
    - 3.3.1. if any of the tenderer's directors, employees or agents has been convicted in any court for any offence involving a Prohibited Practice in connection with any tendering process and/or the provision of goods or services during the 5 (five) years immediately preceding the date of this affidavit; and/or
    - 3.3.2. if any of the tenderer's directors, employees or agents is dismissed or resigns from the tenderer's employment on grounds of being implicated in any Prohibited Practice.
  - 3.4. I will provide Land Bank with full details of such conviction, dismissal or resignation and the measures taken to ensure that neither the tenderer nor any of its directors, employees or agents commits any Prohibited Practice in future.
  - 3.5. In the event that the tenderer is awarded any business by land bank, the tenderer



grants Land bank or its employees and/or agents the right of inspection of its records. The tenderers shall preserve such records in accordance with applicable law but in any case for at least 3 (three) years after conclusion of each transaction contemplated under the Request for Tender.

4. I acknowledge that for all purposes under this affidavit, the following terms and/or expressions below shall bear the meanings set out hereunder:
  - 4.1. "Corrupt Practice" means the offering, giving or promising of any improper advantage to  
  
influence the action of a Public Official, or the threatening of injury to his person, employment, property, rights or reputation, in connection with any procurement process or in the execution of any contract in order that any person may obtain or retain business improperly or obtain any other improper advantage in the conduct of business;
  - 4.2. "Fraudulent Practice" means a dishonest statement or act of concealment which is intended to, or tends to, improperly influence the procurement process or the execution of a contract to the detriment or potential detriment of land bank or is designed to establish tender prices at non-competitive levels and/or to deprive land bank of the benefits of fair and open competition, and includes collusive practices (whether before or after tender submission) among tenderers or between a tenderer and a consultant or any employees or agents of Land bank;
  - 4.3. "Public Official" means any person holding a legislative, administrative, managerial, political or judicial post in any country, or exercising any public function in any country or a director or employee of a public authority or of a legal person controlled by a public authority of any country, or a director or official of a public international organisation; and
  - 4.4. "Prohibited Practice" means an act that is either a Corrupt Practice or a Fraudulent Practice.
5. I/We consent that Land Bank will process (by collecting, using, storing or otherwise dealing with) my/our personal information and that of third parties which I/we provide, for the purposes of providing services and products to me/us. The personal information will be processed in accordance with the requirements of the law. All personal information I/we provide to Land Bank is given voluntarily. However, if I/we withhold any personal information requested; withhold consent for or object to the processing of my/our personal information, this may result in Land Bank not establishing or continuing a relationship.



\_\_\_\_\_

DEPONENT

Thus done and signed at \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 2023  
the Deponent having acknowledged that:

1. he/she knows and understands the contents of this declaration;
2. he/she has no objection to taking the prescribed oath; and
3. he/she considers the prescribed oath to be binding on his/her conscience.

Commissioner of Oaths Stamp	<p>_____</p> <p>COMMISSIONER OF OATHS</p> <p>_____</p> <p>FULL NAMES</p>
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	<p>CAPACITY</p> <hr/> <p>BUSINESS ADDRESS</p>
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## ANNEXURE D

Land Bank, in its capacity as an accountable institution, has a duty to verify the identity of all its clients in compliance with the Financial Intelligence Centre Act No 38 of 2001 (FICA).

Know Your Customer (KYC) documents are required for each client transaction. The requirements for each entity type are listed below.

### Individuals

- Green, bar-coded Identity document **(also used for PEPs/Sanctioned screening purposes)** if not available valid reason why identity document could not be provided together with a valid Passport or valid driver's licence
- Valid Passport (for foreign nationals)
- Proof of physical residential address
- Authority to act (if applicable) : power of attorney / letter of appointment from the court and Identity document, physical residential address and contact details of persons authorised to act
- Birth certificate (for minors under 18 years) and proof of authority (where minor is assisted by legal guardian)

### Unlisted Companies

#### South African

- Certificate of Incorporation (CM1 or CoR 15.1/CoR 14.1)
- Certified copy of Change of Name, if applicable (CM9 or CoR 9.1 or 2)
- Notice of Registered Office and Postal Address (CM22 or CoR 21)
- Current list of Directors (CM29 or CoR 39) **(also used for PEPs/Sanctioned screening purposes)**
- Authority to act : Directors' Resolution and/or Delegation of Authority
- In respect of the Principal Executive Officer, each Director, each Authorised person, and each shareholder holding more than 25% of the voting rights of the company:
  - Certified copy of the Identity document
  - residential address and contact details
- Proof of physical business address and trading/operating name
- Beneficial ownership (warm body that owns the company) of the company. If the shareholder is another company, provide shareholder details and beneficial ownership. Process continues till we establish the ultimate beneficial owner. If the shareholder is a trust, the trust deed needs to be provided to identify and verify all trustees, founders and beneficiaries to the trust.**

#### Foreign

- Official Document of Incorporation (or CoR 17.1)
- Registration Certificate (CoR 17.3)
- If trading in RSA, documents for RSA unlisted companies
- Authority to act : Directors' Resolution
- Identity document/Passport, details of physical residential address and contact details of related parties and persons authorised to act **(also used for PEPs/Sanctioned screening purposes)**



- Proof of physical business address and trading/operating name

### **Listed Companies**

- Registration Certificate (Registrar of Companies or equivalent regulator- foreign companies)
- Documentary evidence of listing (printout from the official website of the stock exchange on which the entity is listed is required)
- Authority to act : Directors' resolution
- Identity document proof of residence and contact details of persons authorised to act (**also used for PEPs/Sanctioned screening purposes**)

### **Close corporations (CC)**

- Founding Statement and Certificate of Incorporation (CK1)
- Amended Founding Statement (CK2), (If applicable)
- Authority to act : Members' Resolution
- Identity document, physical residential address and contact details of each member, persons authorised to act and of the Person Exercising Executive control over the CC. (**also used for PEPs/Sanctioned screening purposes**)
- Proof of physical business address and trade name

Conversion of Close Corporation (If a Close Corporation converts to another entity type, the following forms are applicable)

- Form CoR 18.1 – Application to convert a Close Corporation
- Form CoR 18.3 – Registration Certificate

### **Trusts**

- Trust Deed or other Founding Document
- A Foreign Trust: an official document reflecting appointment of Trustees issued by an authority in the country where the Trust is created
- Authority to act : Letter of Authority from the Master of the High Court and Trustees' Resolution
- Identity document, physical residential address and contact details of each trustee, each beneficiary, the founder and the persons authorised to act (**also used for PEPs/Sanctioned screening purposes**)
- Proof of registered address of Master of High Court (stamp on letter of authority)

### **Partnerships**

- Partnership Agreement
- Authority to act: Partners' Resolution
- Identity document, physical residential address and contact details of all the partners and persons authorised to act and of the Person Exercising Executive control of the partnership (**also used for PEPs/Sanctioned screening purposes**)



### **Professional partnerships**

- (Certain Partnerships consisting of more than (20) partners which are incorporated in terms of Section 30(2) of Company's Act 61 of 1963 which are recognized in terms of the relevant Government Gazettes examples are: Attorneys, Notaries and Conveyancers, Public Accountants and Auditors, Medical Practitioners, Pharmacists, Professional Engineers, Quantity Surveyors, Stockbrokers and Architect)
- Registration certificate (provide proof of registration of the partnership by a regulatory body)
- Partners Resolution (Authority to act)
  
- Identity document residential and contact details for Persons Authorised to Act and of the Person Exercising Executive control of the partnership (**also used for PEPs/Sanctioned screening purposes**)
- Proof of physical business address

### **PEPS**

Politically exposed person or PEP is the term used for an individual who is or has in the past been entrusted with prominent public functions in a particular country. The principles issued by the Wolfsberg Group of leading international financial institutions give an indication of best banking practice guidance on these issues. These principles are applicable to both domestic and international PEPs.

The following examples serve as aids in defining PEPs:

- Heads of State, Heads of Government and cabinet ministers;
- influential functionaries in nationalised industries and government administration;
- senior judges;
- senior political party functionaries;
- senior and/or influential officials, functionaries and military leaders and people with similar functions in international or supranational organisations;
- members of ruling or royal families;
- senior and/or influential representatives of religious organisations (if these functions are connected to political, judicial, military or administrative responsibilities).

According to the Wolfsberg principles, families and closely associated persons of PEPs should also be given special attention by a bank. The term "families" includes close family members such as spouses, children, parents and siblings and may also include other blood relatives and relatives by marriage. The category of "closely associated persons" includes close business colleagues and personal advisers/consultants to the PEP as well as persons, who obviously benefit significantly from being close to such a person.

A bank should conduct proper due diligence on both a PEP and the persons acting on his or her behalf. Similarly, KYC principles should be applied without exception to PEPs, families of PEPs and closely associated persons to the PEP.



**Proof of physical residential/business address**

Any one of the following documents reflecting the physical/business address is acceptable :

- Utility bill (should be less than 3 months old, unless otherwise specified)
- Current lease or rental agreement
- Bank statement
- Municipal rates and taxes invoice
- Valid television licence
- Mortgage statement
- Telkom account
- Valid motor vehicle licence
- Insurance policy
- Tax return (less than 1 year old)
- Letter from bank manager, medical practitioner, accountant, or attorney, on a formal letterhead, stating that they know the client for three years and confirming physical address
- Letter on letterhead, signed by board of trustees, directors' etc. confirming physical business address
- Correspondence from a body corporate or shareblock association
- Payslip or salary advice

All address verification documents should be valid and reflect the name and the current physical address of the client (legal property descriptions are also acceptable - e.g. erf/stand numbers).

**Spouse/partner**

Any of above documents for spouse, together with marriage certificate or if not available;

- Affidavit from person co-habiting with client, providing:

Name, identity number and physical residential address of client and co-habitant

Relationship between client and co-habitant

Confirmation that residential address is shared

**Parent:**

- Any of above documents for parent

- Should be accompanied by the child's birth certificate (for a minor)

If above documentation not available:

Visit to physical address by a Land Bank employee, or

Affidavit from client (as a last resort), providing:

- Name, identity number and physical residential address

- Confirmation that client resides at physical residential address



**Trade name (if this is not reflected on the proof of physical business address)**

Any one of the following documents reflecting the Trade Name is acceptable:

- An Original Company Letterhead
- Utility bill (less than three months old)
- Bank statement or financial statement from another financial institution (less than threemonths old)
- Valid lease or rental agreement (signed by all relevant parties)
- Municipal rates and taxes invoice (less than three months old)
- Mortgage statement from another financial institution (less than six months old)
- Telephone account i.e. a land-line or cell phone (less than three months old)
- An official tax return (less than one year old)
- An official tax assessment or official correspondence from the local revenue services (lessthan three months old)
- Valid television licence document
- A recent short-term insurance policy or a renewal letter (less than one year old)

**Definitions**

Principal Executive Officer

Refers to the principal executive officer such as the CEO, CFO, COO, MD, FD or any person who exercises executive control.

Authorised Persons

These are individuals who are authorised to act on behalf of the Company/Legal Entity and who are authorised to establish a relationship with Land Bank on behalf of the company/legal entity.

Authority of Individuals purporting to act on behalf of the Company/Legal Entity:

- Duly executed Board Resolution authorising the opening of an account/establishment of the business relationship/conclusion of the transaction and conferring authority on those who will establish the business relationship/conclude the single transaction; OR
- Certified extract of the minutes proving authority; OR
- Original letter signed by the company secretary on the official company letterhead

If a 3rd party is acting on behalf of the Client(Individual) the following is required:

- Proof of authority (i.e.) power of attorney, mandate, resolution, court order,
- Letters of appointment by the Master of the High Court
- Individual FICA above, for the person who is acting on behalf of the Client (together with all the FICA documentation of the Client)

Certified or Verified

We are required to hold originally certified/verified copies of the following documentation on record. Strictly, only clear, legible copies of identity and other documents will be accepted.



**Please provide the original or certified copies of the following documentation for each shareholder holding 25% or more of voting rights at a general meeting of the company:**

- South African (Pty) Company – Certificate of Incorporation and Notice of Registered Office and Postal Address, and a letterhead of the company;
- Listed Company – Latest Annual Report;
- Foreign Private Company: the official document reflecting the incorporation of the foreign company issued by the relevant registrar of companies or similar authority of the country of incorporation of the foreign company, reflecting the company's incorporation and bearing its name and number of incorporation and the address where it is situated for purposes of its incorporation, together with a letterhead of the company;
- Close Corporation – Founding Statement and Certificate of Incorporation and Amending Founding together with a letterhead of the close corporation.

By submitting your information as requested above, you consent that Land Bank will process (by collecting, using, storing or otherwise dealing with) the personal information and that of third parties which is provided, for the purposes of providing services and products. The personal information will be processed in accordance with the requirements of the law. All personal information provided to Land Bank is given voluntarily. However, if you withhold any personal information requested; withhold consent for or object to the processing of the personal information, this may result in Land Bank not establishing or continuing a relationship.



## ANNEXURE E

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

This preference form should 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 SHOULD STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

#### 1. GENERAL CONDITIONS

1.1 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- a) Either the **90/10 or 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.

1.3 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.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90/80
SPECIFIC GOALS	10/20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>



- 1.5 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.
- 1.6 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. 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 bid 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; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

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 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

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 should be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 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 should, 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 should indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The company is at least 51% owned by black people	5	10		
The company is at least 51% owned by black people that are women	5	10		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. 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]



4.6. 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.

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