

LA 1.2

5/2/2/1- DALRRD 0052 (2021/2022)

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SYSTEM SUPPORT ON THE LAND ADMINISTRATION WEB APPLICATION AND DATABASE INTEGRITY FOR FIVE YEARS.

CLOSING DATE: 15 DECEMBER 2021 @ 11:00



TECHNICAL ENQUIRIES : Mr. André Erasmus / Mr. Paul Schoeman
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LA 1.1



agriculture, land reform & rural development

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

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Pfarelo Makhado: **Tel:** (012) 312 9518

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

BID NUMBER: 5/2/2/1- DALRRD 0052 (2021/2022)

CLOSING TIME: 11H00

CLOSING DATE: 15 DECEMBER 2021

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 2, SBD 3.3, SBD4, SBD 5, SBD6.1, SBD 8, SBD9 , Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 23 November 2021

LA 1.3

MAP TO BIDDER BOX (B BOX)

5/2/21- DALRRD 0052 (2021/2022) CLOSING DATE: 15 DECEMBER 2021 @ 11:00

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)

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

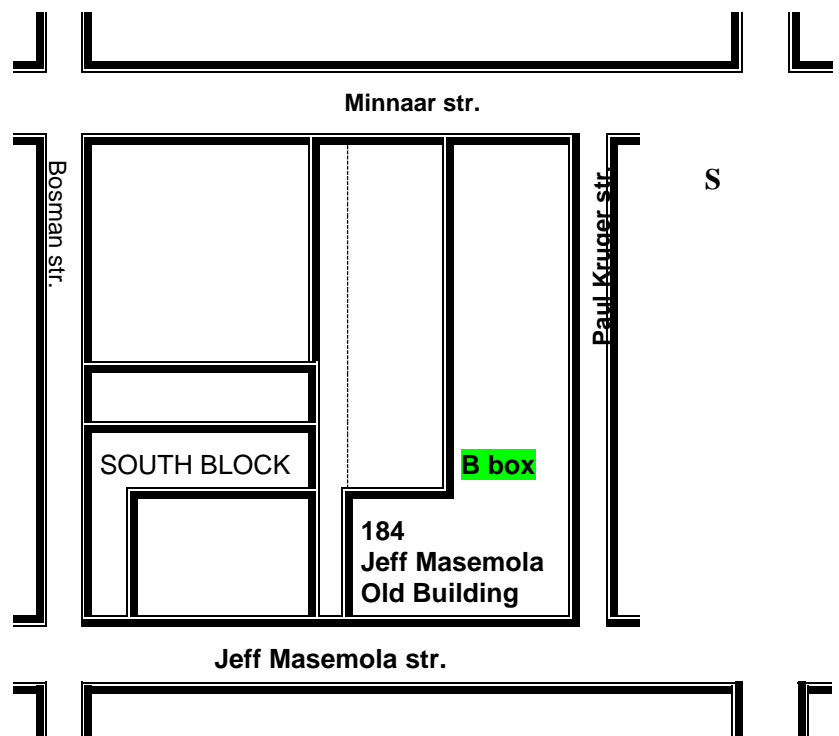
THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”

DEPARTMENT OF AGRICULTURE,
LAND REFORM AND RURAL
DEVELOPMENT
Acquisition Management
(BIDS)
THE OLD BUILDING 184
JEFF MASEMOLA STREET, PRETORIA,
0001

THE BID BOX OF THE OFFICE OF THE
DEPARTMENT OF AGRICULTURE, LAND
REFORM AND RURAL DEVELOPMENT IS
OPEN 24 HOURS A DAY, 7 DAYS A
WEEK. THE BID BOX WILL BE CLOSED
AT 11H00 WHICH IS THE CLOSING TIME
OF BIDS.



BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT YOUR BID IN A SEALED ENVELOPE

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

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 amendments

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

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 supplier's performance

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

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 for default

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

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

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

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

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

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

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

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

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

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

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

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

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)					
BID NUMBER:	5/2/21- DALRRD 0052(2021/2022)	CLOSING DATE:	15 DECEMBER 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SYSTEM SUPPORT ON THE LAND ADMINISTRATION WEB APPLICATION AND DATABASE INTEGRITY FOR FIVE YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
184 JEFF MASEMOLA STREET					
PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms K Modise/Mr. Abie Olyn/Mr P Makhado		CONTACT PERSON	Mr. André Erasmus / Mr. Paul Schoeman	
TELEPHONE NUMBER	012 312 9772/9786/9518/8359/8711		TELEPHONE NUMBER	(012) 312 9183 / 012 312 9283	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Kedumetse.modise@dalrrd.gov.za abie.olyn@dalrrd.gov.za /Pfarelo.makhado@dalrrd.gov.za		E-MAIL ADDRESS	acg.erasmus@dalrrd.gov.za ; paul.schoeman@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

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

DATE:

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) 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 **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

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

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

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

AUTHORITY OF SIGNATORY

Signatories for companies, closed 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 20 May 2000,	
MR A.F JONES	
has been duly authorised to sign all documents in connection with	
Contract no CRDP 0006, 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 authorised to sign the tender:	
Date:	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

If "Good standing", please state the purpose of this application

Two empty text input boxes for stating the purpose of the application.

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)											
Trading name (if applicable)											
ID/Passport no						Company/Close Corp. registered no					
Income Tax ref no						PAYE ref no	7				
VAT registration no	4					SDL ref no	L				
Customs code						UIF ref no	U				
Telephone no	C O D E		N U M B E R			Fax no	C O D E		N U M B E R		
E-mail address											
Physical address											
Postal address											

Particulars of representative (Public Officer/Trustee/Partner)

Surname											
First names											
ID/Passport no						Income Tax ref no					
Telephone no	C O D E		N U M B E R			Fax no	C O D E		N U M B E R		
E-mail address											
Physical address											

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Audit

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

- -

Date

Name of representative/agent

agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

- -

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left\{ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right\} \quad \text{or} \quad P_s = 90 \left\{ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right\}$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

SUPPLIER MAINTENANCE:

BAS PMIS LOGIS WCS CONTRACTOR
CONSULTANT

OFFICE:

Head Office Only	
Captured By:	_____
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries. :	_____
Tel. No.:	_____

The Director General : I DEPT OF RURAL DEVELOPMENT AND LAND REFORM

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

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

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

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

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

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title:	_____
Initials:	_____
First Name:	_____
Surname:	_____
Postal and Street Address Detail of the Company / Individual	
Postal Address	_____
Street Address	_____
Postal Code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
New Detail	
<input type="checkbox"/> New Supplier information	<input type="checkbox"/> Update Supplier information
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other (Specify) <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Department Number	<input type="text"/> <input type="text"/>

Supplier Account Details

This field is compulsory and should be completed by a bank official from the relevant bank

Account Name

Account Number

Branch Name

Branch Number

Account Type Cheque Account
 Savings Account
 Transmission Account
 Bond Account
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number

*CC Registration

***Please include CC/CK where applicable**

Practise Number

Bank stamp
 It is hereby confirmed that this details have been verified
 against the following screens
ABSA-CIF screen
FNB- Hogans system on the CIS4/CUPR
STD Bank-Look-up-screen
Nedbank- Banking Platform under the Client Details Tab

Contact Details

Business

Area Code Telephone Number Extension

Home

Area Code Telephone Number Extension

Fax

Area Code Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

<input type="text"/>	<input type="text"/>
Supplier Signature	Departmental Official
<input type="text"/>	<input type="text"/>
Print Name	Print Name
<input type="text"/>	<input type="text"/>
<input type="text"/>	Rank
<input type="text"/>	<input type="text"/>

**Adress of Rural Development and Land Reform
 Office where form is submitted from**

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

NB: All relevant fields must be completed



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA
DIRECTORATE: Property Systems and Data Management
Private Bag X833, Pretoria, 0001 Tel: 012 312 8491 Web: www.dalrrd.gov.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SYSTEM SUPPORT ON THE LAND ADMINISTRATION WEB APPLICATION AND DATABASE INTEGRITY FOR FIVE YEARS

1. PURPOSE

1.1 The purpose of this Terms of Reference is to appoint a preferred Service Provider to provide system support for five years on the existing Land Administration Web (LAW) application and database integrity at the Chief Directorate: Property Management and Advisory Services (PMAS) in the Department of Agriculture, Land Reform and Rural Development (DALRRD). This is necessitated due to Supply Chain Management prescripts / requirements as the current Service Level Agreement is ending on 30 April 2022.

2. BACKGROUND

2.1 LAW is a web-based portal accessible via the DALRRD Intranet and the Internet with associated applications developed in 2007 for the DALRRD. Since then it has been successfully maintained and enhanced on a continuous basis.

2.2 LAW is managed at the DALRRD by the Directorate: Property Systems and Data Management (PSDM) under PMAS by ensuring that continuous refinement and enhancements, user access and support, as well as user training, take place.

2.3 The LAW applications / sub-systems have a single database and include modules such as the State Land Leasing System (SLLS), the Immovable Assets Register System (IAR), Provincial State Land Vesting and Disposal Committee System (PSLVDC), Communal Property Association module (CPA), Land Redistribution module (LRM), Reports, GIS Viewer, System & User Access Administration, as well as other related functionality. The following are examples in this regard:

- The LAW property database, maintained by PMAS, is used to annually disclose the DALRRD Immovable Assets Register to the Auditor-General.
- The Confirmation of Vesting in terms of item 28(1) of Schedule 6 to the Constitution, 1996, of ownership in state land is managed via the PSLVDC module.
- Leases on DALRRD properties are managed through the SLLS module.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SYSTEM SUPPORT ON THE LAND ADMINISTRATION WEB APPLICATION AND DATABASE INTEGRITY FOR FIVE YEARS

- 2.4 LAW has more than 220 active users across the country consisting of officials from DALRRD, the National Department of Public Works and Infrastructure, the Department of Water & Sanitation, departments from the nine Provincial Governments, etc.

3. TECHNICAL ENVIRONMENT

- 3.1 Development tools: C# (MVC, WebForms) – back end; JavaScript – front end; and DevExpress are used within the .NET Framework

3.2 Server software:

- 64Bit MS Windows Server 2012
- SQL 2012
- ArcGIS for Desktop & ArcGIS for Server (ESRI)
- Software versions will be upgraded as may be required

3.3 Minimum workstation software:

- Web browser: Internet Explorer version 9 or higher, or Google Chrome
- Windows 7 Operating System and higher
- A pdf reader such as Adobe Acrobat
- MS Office that includes Excel

3.4 Hosting Environments:

- *Production (Live) and QA (Test) / Training*: hosted on a server at SITA Centurion by DALRRD and back-end is accessed via VPN and DALRRD Intranet
- *Development/Test*: at the Service Provider
- The code of the Production (Live) and QA/Training environments are synchronised whenever changes are made by the Service Provider. The LAW database of the two environments is also synchronised at least annually or as agreed.

4. SPECIAL CONTRACT CONDITIONS

The Special Contract Conditions (SCC) specifies details on the scope of work and service levels required from the Service Provider. The SCC covers the required service level aspects to be included in a Service Level Agreement to ensure that the tender is fair, equitable, transparent, and competitive.

4.1 APPLICATION

In terms of the Government Procurement: General Conditions of Contract (“Annexure A” of the bid documentation) these Special Conditions of Contract (SCC) are applicable to the appointed Service Provider that will be providing system support on the existing Land Administration Web (LAW) application and database at the Chief Directorate: Property Management and Advisory Services (PMAS) in the Department of Agriculture, Land Reform and Rural Development (DALRRD) – the “**Parties**”.

4.2 INTRODUCTION

All Services are provided subject to the terms of this SCC (including all bid / tender documentation) for the current Land Administration Web (LAW) portal and associated applications developed for DALRRD. The provisions in the SCC shall prevail over any other possible conflicting clauses contained in the bid documentation.

4.3 DEFINITIONS

Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

- 4.3.1 “**Business Service Centre**” means the production environment comprising of hardware and software resident at SITA or its successor.
- 4.3.2 “**Business Day**” means a calendar day other than a Saturday, Sunday or a public holiday in the Republic of South Africa.
- 4.3.3 “**Business Hours**” 08:00 to 17:00 on Business Days.
- 4.3.4 “**Disaster**” means an event that renders the LAW unavailable for more than 48 hours at the host sites.
- 4.3.5 “**Electronic Incident Log**” means all reports of an Incident in relation to the Service provided in terms of this SCC.
- 4.3.6 “**Incident**” means any problem, question, and request for service or change that DALRRD or users of the Service may have with the Services provided in terms of this SCC.
- 4.3.7 “**LAW**” means the Land Administration Web (LAW) portal and associated applications developed for DALRRD. The applications include modules such as the State Land Leasing System (SLLS), the Immovable Assets Register (IAR) and the PSLVDC System.
- 4.3.8 “**Live Environment**” means the production environment and functionality of LAW.
- 4.3.9 “**Minimum Contract Period**” means 12 months (1 May 2022 to 30 April 2023).
- 4.3.10 “**Maximum Contract Period**” means 60 months (1 May 2022 to 30 April 2027).
- 4.3.11 “**Priority Rating**” means the level of priority assigned to an Incident upon its receipt.
- 4.3.12 “**Software**” means all software utilised for purposes of providing the Services other than the LAW and which is not viewed by, or delivered to DALRRD such as but not limited to the operating systems, firmware, anti-virus and intrusion and detection software.
- 4.3.13 “**Standard transaction**” means return of a single record from the database.
- 4.3.14 “**SCC**” means this Special Conditions of Contract that details the services and service levels to be provided.
- 4.3.15 “**Support Contact**” means the support contact to which LAW’s Incidents shall be directed.

4.4 OBLIGATIONS AND SERVICES TO BE PROVIDED

4.4.1 The Service Provider shall in the provision of the Support Services:

- exercise the utmost care and skill in all aspects of the provision of the Services;
- ensure that its Staff are suitably qualified and experienced having regard to the nature of the Services to be provided;
- subscribe to the Terms and Conditions and Privacy Statement on LAW;
- spend 65 hours on system maintenance and 5 hours on system skills transfer on a monthly basis; and
- comply with the DALRRD ICT, Information Security and related policies as provided by DALRRD and amended from time to time.

4.4.2 The Service Provider will provide Support Services by:

- Monthly **Maintenance of Application Code** through repairing errors as reported and performing identified refinements / minor system changes as requested by DALRRD (total monthly charges to be levied as per the Pricing Schedule, Section 4.23 below);
- providing services for the **Enhancement** of LAW (development of new modules and substantial application changes, to be dealt with as specified in Section 4.7 of this SCC) on a cost or time basis for the contract term at the same hourly rate than the Pricing Schedule for Monthly Charges in Section 4.23 below. Unutilised Monthly Maintenance hours can be used for Enhancements, as agreed. Note that this contract will be regarded as a specific/fixed term contract with unknown quantities of commodities/ services (for this specific Support Service only) because Enhancements are not quantifiable in advance. Therefore, the total cost for Enhancements cannot be included in the price of the bid/tender;
- providing **skills transfer** training as indicated in Section 4.8 of this SCC (total monthly charges to be levied as per the Pricing Schedule, Section 4.23 below);
- this contract is regarded as a full value contract for the system maintenance and skills transfer components listed above as a specific number of monthly hours are quoted for in the tender at a specific price (excluding enhancements as indicated above);
- providing Incident logging procedure and facilities (electronic logging / ticketing);
- maintaining alpha-numeric and spatial data integrity of LAW;
- compiling, storing and making available of the relevant documentation and copies of code generated in providing the services in accordance with the statutory requirements, including logging code changes on LAW;
- on a monthly basis provide a soft copy of the LAW source code to DALRRD;
- identifying new user requirements in cooperation with DALRRD and undertaking software development associated with new / altered functionality as prioritised;
- synchronising the code of the Production (Live) and Quality Assurance (QA) / Training environments whenever changes are made, as well as synchronising the databases of the two environments at least annually or as agreed;
- providing feedback on system support and skills transfer at monthly Service Level meetings.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SYSTEM SUPPORT ON THE LAND ADMINISTRATION WEB APPLICATION AND DATABASE INTEGRITY FOR FIVE YEARS

4.4.3 These aforementioned Services exclude, and no service levels are to be provided by the Service Provider, in respect of:

- all services provided on the LAW site which include, but are not limited to, desktop support, desktop backup, server backup and any management or services relating to the LAW Application;
- all services related to the IT architecture and hosting environment created for LAW not supported and maintained by the Service Provider for accessibility to LAW and accessibility speed.

4.5 SERVICE LEVELS

4.5.1 The support services provided by the Service Provider under this SCC can be divided into the following categories:

- System Maintenance (fix errors, refine application / minor system changes);
- System Enhancements;
- Skills Transfer; and
- Incident / Call Logging.

4.6 SYSTEM MAINTENANCE

4.6.1 Definition

4.6.1.1 Monthly System Maintenance consists of dealing with errors and refinements / minor changes. Errors are defined as problems experienced with the application or data because of incorrect design, or implementation of the application as a deviation from the agreed specification, or problems due to hosting environment glitches, or system errors caused because of data maintenance or updates in the live environment. Refinements / minor changes includes changes in look and feel, e.g. name / colour changes of Department, adding of fields in reports / on pages, adjustments / adding of functionality, etc.

4.6.1.2 In the event of any discrepancy in the classification of an incident, for example logged by DALRRD as an error or refinement / minor change but perceived by the Service Provider as a System Enhancement, the Service Provider will notify the DALRRD Land Information Specialist or nominated official(s) immediately.

4.6.2 Categories

System error or refinement / minor change incidents are categorised as follows:

Priority	Description
Low (P3)	The issue has minimal business impact, the workflow of using the system is not interrupted, e.g. cosmetic problems – work can continue
Medium (P2)	The issue has medium business impact, the workflow and/or results are influenced but not critical for continuation of work
High (P1)	The issue has a major business impact, workflow is severely influenced or the results and reports are incorrect – work cannot continue

4.6.3 Service Level Parameters

Priority Level	Service Cover Period (SCP)	Time To Respond (per incident)	Update Interval (per incident)	Resolution Time
Low	08:00 to 17:00, Monday to Friday, excluding public holidays	8 hours	Once a day	1 week
Medium	08:00 to 17:00, Monday to Friday, excluding public holidays	2 hours	Every 4 hours	48 hours
High	08:00 to 17:00, Monday to Friday, excluding public holidays	1 hour	Every 2 hours	24 hours

- **Time To Respond** – the time within which the Service Provider’s support personnel have to respond to a query and/or incident logged by the DALRRD via a confirmation e-mail.
- **Update interval** – the frequency of updates provided to DALRRD for calls logged.
- **Resolution Time** – this is measured from the time the query and/or incident is logged until resolution of the query / incident.

4.6.4 Escalation List

In the event of system errors, incidents should be reported according to an escalation list to be provided by the service provider.

4.7 SYSTEM ENHANCEMENTS

4.7.1 Definition

Requests for changes of software configuration such as substantial modifications to the software features, system integration, and the provision of personnel on a consultative basis. This does not include system errors and smaller system refinements / minor system changes.

4.7.2 Process

All system enhancements will follow the following defined process irrespective of scope:

Step 1	The enhancement is identified by DALRRD and sent to the Service Provider in writing for supply of a quotation.
Step 2	The Service Provider will evaluate the scope of the change request and provide a quotation and estimated time for implementation of the change request. In the event of major changes, a clarification workshop(s) may be requested by the Service Provider or DALRRD.

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Step 3	DALRRD will review and approve or reject the quotation using the agreed change request template if accepting the quotation.
Step 4	In the event of an approval, the Service Provider will prepare a User and/or Business Requirements Specification (URS/BRS) for the change request (if not included in the quotation already) and a Functional and/or Technical Requirements Specification (FRS/TRS) for approval by DALRRD.
Step 5	On approval of the specification, the Service Provider will then commence with the development and implementation of the change request.
Step 6	The change request will first be deployed in the DALRRD QA (test) environment for testing purposes.
Step 7	Once development testing has been completed, DALRRD will be invited for User Acceptance Testing (UAT). (This can take place in both the QA and Live environments or as may be agreed.) <u>Note:</u> Access to and deployment of code to Live is subject to DALRRD ICT policies.
Step 8	On successful completion of the UAT in the Live environment against the approved specification, the Service Provider and DALRRD will sign the UAT sign off document.
Step 9	Only once DALRRD has signed off on the change request will the Service Provider raise an invoice in line with the approved quotation.
Step 10	Any deviation from specification or new change requests identified during UAT will follow the same defined process.

Note – all enhancements are to be communicated to the Service Provider in writing.

4.7.3 Service Level Parameters

The turnaround time for each change request will be specified with the particular quotation supplied.

4.7.4 Escalation List

In the event of system enhancements, incidents should be reported according to an escalation list to be provided by the service provider:

4.8 TECHNICAL SKILLS TRANSFER

4.8.1 The Service Provider shall dedicate five (5) hours to system technical skills transfer on a monthly basis as indicated in Section 4.23 of this SCC, which will include the following:

- dedicated time with the allocated officials of the DALRRD;
- a monthly report (including timesheets) on the skills transfer progress;
- a quarterly review meeting on the skills transfer progress.

4.8.2 The system skills transfer programme shall be dependent on the DALRRD identifying and allocating one (1) to three (3) officials to be committed to the

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SYSTEM SUPPORT ON THE LAND ADMINISTRATION WEB APPLICATION AND DATABASE INTEGRITY FOR FIVE YEARS

skills transfer programme within three (3) weeks of the SCC's commencement. It should be noted that the 5 hours is meant for all the resources combined, not 5 hours for each resource. Unutilised hours can be allocated to system maintenance hours as agreed.

4.8.3 The training schedule will be adjusted by the Service Provider according to the skills level of the identified officials.

4.8.4 The identified officials shall in addition to the above programme also have to attend relevant system development related sessions as coordinated by the Service Provider.

4.8.5 The Skills Transfer Plan put forward by the Service Provider shall be amended to the discretion of the DALRRD as may be required.

4.9 ELECTRONIC CALL LOGGING (TICKETING)

4.9.1 The Service Provider is only obliged to support Incidents logged in writing.

4.9.2 The following persons have been identified by DALRRD to provide the **First Line Support**:

- DALRRD Immovable Assets Register Specialist, and
- DALRRD Land Information Specialist and/or other DALRRD nominated official(s).

4.9.3 The abovementioned officials have been appointed to log Support Incidents with the Service Provider.

4.9.4 The Service Provider shall open an **Electronic Incident Log** (ticket) for each Incident which shall include:

- time of receipt of the Incident;
- the nature of the Incident;
- the Priority Rating of the Incident;
- the person or persons reporting the Incident;
- the person or persons with whom the Service Provider will liaise at DALRRD whilst dealing with the Incident;
- the first steps to be taken in resolving the Incident by the Service Provider.

4.9.5 The Service Provider will determine the Priority Rating of all Incidents with reference to the description of the various priority ratings, (based on predetermined guidelines) set out in this SCC.

4.9.6 After an Incident has been logged in an Electronic Incident Log, it shall be dealt with by the Service Provider within the time required by its Priority Rating as set out in this SCC.

4.9.7 Once an Incident is resolved, the Service Provider shall report such resolution to the designated First Line Support persons via e-mail.

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4.9.8 All reports, including the report that the Incident has been resolved, shall form part of the Electronic Incident Log.

4.9.9 The Service Provider shall also continuously log code changes on the relevant module on LAW.

4.10 HOURS OF BUSINESS

The Services will be available in accordance with this SCC. Call Logging and application support will be operational during Business Hours on Business Days. Call logging operational hours may be reviewed from time to time and changed on thirty (30) days written notice in agreement with DALRRD. Such agreement shall not unreasonably be withheld.

4.11 EXTENSIONS TO SERVICE

4.11.1 The Service Provider will provide support additional to that given by the “Call Logging operation hours” outside of Business Hours (“extended hours”) if requested by DALRRD. DALRRD shall provide the Service Provider with the following notice periods for extended hours:

- extended hours on Business Days, 4 hours;
- extended hours on days other than Business Days, 12 hours.

4.11.2 If any extended hours incur additional costs, the Service Provider shall be entitled to charge a reasonable fee according to specific resource allocated and will agree these costs with DALRRD prior to commencing work during such extended hours. If no agreement is reached as to costs, the Service Provider shall not provide support during extended hours and shall not be responsible for any adverse consequences flowing from its non-provision of such support.

4.12 PERFORMANCE

4.12.1 The Parties shall after consultation agree upon a Completion Date for the respective products and milestones, which shall be set out in the mutually agreed documentation. Non-compliance by Service Provider with the said date, where such non-compliance is solely due to the conduct of Service Provider shall constitute a material breach of this SCC. Partial performance shall not constitute the provision of the Services.

4.12.2 Financial penalties as set out in the General Conditions of Contract (GCC), issued by the National Treasury, will be levied with immediate effect for any milestones, target dates or Deliverables not met in terms of the agreed project management plan and schedules, unless written extensions have been granted by the DALRRD, which extensions will only be considered upon receipt of:

- 4.12.2.1 At least five (5) business days’ prior notice of such delays;
- 4.12.2.2 Satisfactory reasons for the delays; and

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4.12.2.3 Supporting evidence that the delays were, or will be, outside of the control or influence of the Service Provider's project team.

4.12.3 Financial penalties as set out in the GCC, will also be imposed if the Deliverables in terms of this Agreement are not completed to the satisfaction of the DALRRD or the output does not meet the agreed Deliverables criteria in terms of form and/or format and/or content quality, for which reasons shall be provided by the DALRRD.

4.12.4 For individual Deliverables referred to in the relevant documentation, the DALRRD will issue a penalty letter within five (5) business days after the expiry of the target date, or review of unsatisfactory Deliverable(s), which penalty will be implemented with effect from the date of default, regardless of the date of the penalty letter. Failure to issue a penalty letter within five (5) business days after expiry of the target date shall not absolve Service Provider of any penalties incurred in terms of the SCC.

4.12.5 Notwithstanding clause above, although Service Provider will be given an opportunity and time period to remedy any unsatisfactory or late Deliverable(s), penalties will run as from the first business day after the target date until such time that the Deliverable(s) have been completed to the satisfaction of the DALRRD.

4.12.6 For all Deliverables, penalties will be calculated from the final date of Deliverables on the Project Plan until such time that the DALRRD has signed off that all final Deliverables have been received at an acceptable quality from Service Provider.

4.12.7 If Service Provider fails to render the Service(s) and deliver the products required for the Deliverable(s), specified in the agreed documentation, within 20 (twenty) days after the Completion Date of such deliverable and such failure is solely due to an act or omission of Service Provider, the DALRRD shall have the right, in its sole discretion to either deduct as a penalty an amount equivalent to 2,5% (two and a half percent) of the Deliverable(s) value (as the case may be) per week or part thereof for the period of delay, or to claim any damages or loss suffered in lieu of such penalty, provided that the penalty shall be applied and damages limited to the value of the outstanding portion of the Service(s). The total sum derived from such penalty shall not exceed 10% of the value of such Deliverable(s).

4.13. UTILITIES, SOFTWARE AND CUSTOMISATION

4.13.1 Service Provider agrees to provide the DALRRD with user and/or business requirement and functional and/or technical design specifications for the Solution which will be delivered with Service Provider tools and utilities. Service Provider agrees to provide the DALRRD with user and/or business requirement and functional and/or technical design specifications for the application system. The design specifications will include system integration to DALRRD operational application systems as may be applicable. The design

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specifications will differentiate configuration, customisation and bespoke development contained in the Design Milestones for the solution in a format to be agreed between the DALRRD and Service Provider, at the conclusion of the respective Design Milestones.

4.13.2 The DALRRD will formally accept the user and/or business, functional and/or technical design specifications as referred to in clause 4.13.1 above.

4.13.3 Service Provider shall deliver and install the Service Provider Software at the DALRRD under the direction of the DALRRD. User Acceptance Testing (UAT) will be conducted by the Service Provider and formally accepted by DALRRD as more fully described in 4.15.

4.14 CONTRACT CHANGE CONTROL AND SCOPE VARIATION MANAGEMENT

4.14.1 Contract variation shall only originate from scope changes or delays caused by the DALRRD. No changes shall be considered for contract conditions. Detail requirement changes within the scope, are not routinely considered scope changes.

4.14.2 In the event where specifications were designed and approved and where changes to the design is required as a result of a hidden defect in the design, a costed scope change shall not be applicable.

4.14.3 In the event where specifications were designed and approved and new requirements are identified which might not have been previously known by the DALRRD, or which requirements are based on changes in policy, legislation or regulations beyond the control of the DALRRD, Service Provider will be requested to prepare a detailed contract scope variation with full impact analysis, which impact may include a change in price.

4.14.4 In the event of a delay caused by the DALRRD, and subsequent to a formal delay notification issued by Service Provider to the DALRRD, and the DALRRD accepting the delay, Service Provider may raise a change request for additional effort and time as calculated in the delay notification.

4.14.5 Upon acceptance of a change request for a delay, an invoice may be issued with supporting documentation being the project plan and schedule, the delay notification and the approved change request.

4.14.6 The Scope change process will be as follows:

4.14.6.1 At the identification of a scope change, Service Provider will be requested to prepare the agreed change request documentation and provide a detail description of the proposed change as well as a high level impact.

4.14.6.2 The Proposed change will be discussed between the two teams.

4.14.6.3 If the parties agree that this is indeed a scope change, Service Provider will perform a detail impact analysis.

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- 4.14.6.4 Service Provider will present the detail change impact and implication to the DALRRD.
 - 4.14.6.5 In the event that the DALRRD approves the change, Service Provider will be notified to prepare agreed Contract Scope variation documentation.
 - 4.14.6.6 If there is a cost impact not catered for by the SCC, the scope variation documentation shall be presented to the relevant DALRRD Supply Chain Management Section(s) and/or Committee(s) subject to SCM policies.
 - 4.14.6.7 If applicable the DALRRD will prepare documentation to request a purchase order to accommodate the contract scope change.
 - 4.14.6.8 Once the approved purchase order has been issued to Service Provider, an invoice may be issued for a change associated with an approved delay caused by the DALRRD.
 - 4.14.6.9 Alternatively for scope delivery changes and where applicable detail requirement changes, the normal project processes will be followed, being amendments to the project plan and schedule, amendment of the agreed documentation; and delivery and formal quality review.
- 4.14.7 Service Provider will issue a change control report for each completed change at the implementation of such change. In addition a summary change control report should be compiled as part of documentation for milestone events.

4.15 PRODUCT REVIEW PROCESS

- 4.15.1 The quality assurance review must be conducted in accordance with the defined acceptance criteria per Deliverable or bundle of Deliverables. The acceptance criteria must be agreed prior to the performance and / or development of the Deliverable. This will be facilitated in an agreed product description document. A quality assurance checklist (part of the agreed UAT documentation) shall be issued for each of the Deliverables. DALRRD will only accept the Deliverables if the quality assurance review procedure was completed and if the Deliverable in general conforms to the product acceptance criteria, the DALRRD documentation standards and any other specific quality standards that may be issued from time to time.
- 4.15.2 All Deliverables shall be submitted to DALRRD (PSDM) for review and acceptance sign off within the time frames set out in the project plan and delivery schedule to be presented and agreed. The de facto time for review of a Deliverable is ten (10) business days. However the number of Deliverables for review must be considered aligned with reviewers' capacity to review Deliverables. Therefore although some Deliverables might be ready for review, they might not start the review cycle as prior Deliverables are still in the review cycle of 10 days.
- 4.15.3 Deliverables not accepted will be returned to the Service Provider project manager for the required attention and must be re-submitted to DALRRD (PSDM) for re-review within ten (10) business days. The Service Provider project manager will fully be responsible to ensure the integrity of work performed and all the Deliverables as defined.

4.16 QUALITY STANDARDS OF DELIVERABLES

4.16.1 The Service Provider project manager or team member shall exercise the highest degree of care and diligence in the performance of its duties in terms of this SCC.

4.16.2 The Deliverables produced by the Service Provider project manager or team member shall be of the standard that can be expected in the project management profession and of a subject matter expert and should consistently comply with the criteria as defined for each Deliverable.

4.17 DRAFT DELIVERABLES

4.17.1 Upon acceptance of a change request for a delay, an invoice may be issued with supporting documentation being the project plan and schedule, the delay notification and the approved change request.

4.17.2 Draft Deliverables (agreed documentation) will be submitted to DALRRD (PSDM) on the agreed dates as per the detailed plan and / or delivery schedule.

4.17.3 The draft Deliverables shall be formally reviewed by the DALRRD and comments provided within ten (10) business days.

4.17.4 Reviewed draft Deliverables will be returned to the Service Provider team member with changes and comments. It is expected that the number of defects in the documents be restricted to content and therefore the formatting, presentation and language must be accurate and acceptable.

4.17.5 The Service Provider team member shall rework the draft Deliverable to address the provided changes and comments. During such rework period the Service Provider team member shall work closely with DALRRD project team members and assigned business representatives to rework the Deliverables and reach the required quality level for said Deliverable.

4.17.6 The Service Provider team member shall within five (5) days submit the reworked Deliverable for a second cycle of review. Should more time be required for the rework, such time shall be negotiated and agreed with the DALRRD. A detailed record shall be provided demonstrating which sections were amended and providing a change record indicating the content change before and after the change; in addressing the queries, comments and defects identified by the reviewers.

4.17.7 The DALRRD shall be afforded a second opportunity to review the draft Deliverable and provide comments and changes for consideration within ten (10) business days.

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4.17.8 At the return of the draft Deliverable subsequent to the second cycle of review and comments provided by the DALRRD, the Service Provider team member shall finalise the Deliverable.

4.17.9 The Service Provider team member shall within a further five (5) days submit the third and final draft version of the Deliverable with detailed record of how comments, changes and defects were addressed to the DALRRD (PSDM) for final acceptance. Should more time be required for the rework, such time shall be negotiated and agreed with the DALRRD.

4.17.10 Should the Deliverable not be at an acceptable level pertaining to quality standards, the Deliverable will be considered as non-adherence to quality standards and financial penalties as specified in the relevant clause will be invoked.

4.18 FINAL DELIVERABLES

4.18.1 The Service Provider team member will finalise the Deliverable subsequent to the approval of the DALRRD. Versioning shall be applied as agreed.

4.18.2 The final Deliverable pack will constitute the final MS Word or other format Deliverable, which can be amended by the DALRRD (PSDM) should further amendment be required; the scanned in PDF signed off Deliverable; as well as any working papers generated in support of the Deliverable such as calculations or presentations.

4.18.3 Acceptance of such Deliverable pack will be acknowledged by the DALRRD.

4.18.4 Subsequent to the acceptance and authorisation of the Deliverable pack, an invoice may be generated and submitted to the DALRRD.

4.18.5 The invoice payment shall be based on the deliverables/milestones. Should there be an increase in the initial costs/budget, proper approval will be obtained prior to the overrun.

4.18.6 Service Provider undertakes that its team member(s) will present (if required) these Deliverables to DALRRD events which might include any forum which might be relevant and which might be requested by the DALRRD.

4.19 SAFETY AND SECURITY

4.19.1 The Service Provider shall not be liable for any losses, damage, costs (including, without limitation, legal costs) and expenses resulting from any unauthorised access, use or misuse of databases or DALRRD data by DALRRD employees, or third parties not arising from the negligence of the Service Provider. This clause will not serve to protect the Service Provider against gross negligence.

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- 4.19.2 The Service Provider will use its best endeavours to ensure that the integrity of the LAW security module is intact at all times.
- 4.19.3 In order to discharge its obligations regarding the support and maintenance services on the LAW live environment in terms of the SCC the Service Provider shall be provided the required access (full access, subject to the relevant DALRRD policies) to LAW and its hosting environment.
- 4.19.4 The Service Provider shall subscribe to the Terms and Conditions and Privacy Statement on LAW as amended from time to time without notice.
- 4.19.5 Service Provider agrees to comply with the DALRRD safety and security policies and procedures which include security vetting of contractors, as disclosed in writing to Service Provider. Without limiting the generality hereof, Service Provider shall specifically comply with the Occupational Health and Safety Act, 85 of 1993.
- 4.19.6 DALRRD shall allow Service Provider access to DALRRD premises in terms of the SCC, subject to DALRRD security policies and procedures as amended from time to time.
- 4.19.7 The DALRRD shall be entitled to request Service Provider to remove any employee, agent, consultant or contractor from its team if DALRRD is of the opinion that such person is a security or safety risk or that the conduct of such a person is detrimental to the relationship between the Parties, and Service Provider shall remove such a person within the time period stipulated by the DALRRD. Service Provider indemnifies the DALRRD against any claims that might arise due to such removal.
- 4.19.8 The DALRRD reserves the right to perform sanitisation of confidential information or to request an independent third party to perform sanitisation of state records from Service Provider equipment and / or that of any of its staff and contractors at the termination of the Agreement. The DALRRD may also request Service Provider to issue a declaration with regard to the distribution and / or permanent deletion of confidential information and state records.

4.20 AUDIT

- 4.20.1 The DALRRD may at its discretion audit Service Provider's compliance with this SCC (including audits of Service Provider's premises and systems) provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as to cause as little disruption as is reasonably possible to the delivery and / or performance of the services and Service Provider's other business and shall be limited in scope to the supply of services rendered in terms of this SCC.

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4.20.2 Where the DALRRD have reasonable grounds to believe that Service Provider is not complying with its obligations under this SCC, an audit may be carried out without prior notice.

4.20.3 Service Provider shall provide all assistance reasonably requested by the DALRRD in relation to any audit, including access to Service Provider's personnel, records and premises.

4.20.4 The DALRRD may engage Third Party advisors to undertake any audit, provided that such Third Party advisors shall not be in direct competition with Service Provider, and such Third Party advisors shall sign confidentiality and non-disclosure agreements in a format suitable to the DALRRD; and Service Provider.

4.20.5 The DALRRD may allow any Regulator and any persons appointed by such Regulator to participate in any audit and to receive the results of that audit.

4.21 STATE PROPERTY IN POSSESSION OF SERVICE PROVIDER

4.21.1 Property supplied by the State to Service Provider for the execution of this Agreement remains the property of the State and shall at any time be available for inspection by the DALRRD or State Security Agency representative. Any such property in the possession of Service Provider on completion of this Agreement shall, at Service Provider's expense, be returned to the State forthwith.

4.21.2 Service Provider shall be responsible at all times for any loss of or damage to State property in its possession, and if required Service Provider shall furnish such security for the payment of any such loss or damage as the DALRRD may require.

4.22 SOLICITING AND INDUCING EMPLOYEES

4.22.1 Service Provider shall not promise or offer any gift, payment, loan, reward, inducement or benefit to any DALRRD employee or contractor under this SCC which has the intention or expectation to create an undue advantage in favour of Service Provider.

4.22.2 Such an act shall constitute a material breach of the SCC and the DALRRD shall, notwithstanding any other provision of this SCC, be entitled to terminate this contract forthwith, without giving notice of breach to Service Provider, and without prejudice to any other rights that it may have.

4.23 PRICING SCHEDULE

- 4.23.1 The Service provider shall specify monthly charges for System Support and Skills Transfer (excluding Enhancements as indicated in 4.23.4 below) in a fully completed Pricing Schedule – SBD 3.3 (attached).
- 4.23.2 After the first year all rates and charges will be annually adjusted by the average Consumer Price Index (CPI) for the previous year as determined by Statistics SA for the remainder of the 60-month contract period up to 30 April 2027. These adjustments must be submitted by 1 April of each year for the duration of the contract.
- 4.23.3 System support is to be performed as per the Service Level Parameters. This is not limited to system errors and can include system refinements and minor system changes accommodated within the available support hours allocated.
- 4.23.4 All system Enhancements not catered for in Section 4.23.3 are excluded from the monthly charges specified in 4.23.1 and are to be accommodated following the procedure in Section 4.7.2. Charges will be levied on a cost or time basis for the contract term at the hourly rates indicated in the Pricing Schedule referred to in 4.23.1 above. (Note that this contract will be regarded as a specific/fixed term contract with unknown quantities of commodities/ services (for this specific Support Service only) because Enhancements are not quantifiable in advance. Therefore, the total cost for Enhancements cannot be included in the price of the tender.)
- 4.23.5 The Service Provider will invoice according to the payment schedule based on clear defined deliverables as per quotation.
- 4.23.6 All rates and charges shall include VAT and will be levied as agreed between the Parties as per the bid / tender.
- 4.23.7 The Service Provider shall provide DALRRD with a monthly report detailing Monthly Charges (incidents and hours, and cost) on work performed.

4.24 INTELLECTUAL PROPERTY

- 4.24.1 All rights, title and interest in and to all Intellectual Property relating to any products owned by the Parties, their vendors and/or suppliers and the software used to implement such products shall at all times remain the sole property of such Parties, their vendors or suppliers.
- 4.24.2 Subject to Service Provider's Intellectual Property Rights, know-how and pre-existing intellectual property, Service Provider shall not be entitled to offer the unique Customisations and bespoke development or any portion thereof, to any person other than the DALRRD without the prior written consent of the DALRRD.

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4.24.3 The Parties agree that the LAW source code and all data stored in the systems and related devices, remains the sole property of DALRRD.

4.25 CONFIDENTIALITY

4.25.1 Each Party shall at all times keep confidential (and shall ensure that its employees and agents shall keep confidential) any information which it or they may acquire in relation to the business or affairs of the other and shall not use or disclose such information except with the consent of the other Party or in accordance with the order of a court of competent jurisdiction.

4.25.2 The obligations of each Party contained in this SCC shall continue without limit in point of time but shall cease to apply to any information coming into the public domain otherwise than by breach by the relevant Party of its obligations contained in this SCC.

4.25.3 DALRRD agrees that the Service Provider may use DALRRD's information for the purpose of fulfilling its obligations in terms of this SCC, and the Service Provider will otherwise hold DALRRD's information in the strictest confidence.

4.25.4 In addition to the clauses above, the Service Provider shall subscribe to the Terms and Conditions and Privacy Statement on LAW as amended from time to time without notice.

4.26 TERMINATION

4.26.1 Upon completing the minimum contract period of 12 months as indicated in Section 4.27 of this SCC, either Party may terminate the contract provided three (3) months written notice has been presented to the relevant parties after the minimum contract period (1 May 2022 to 30 April 2023) has elapsed. Such termination must be in writing, signed by the relevant parties.

4.26.2 In the event of a breach of contract, either Party may terminate this contract upon written notice to the relevant parties. A Party will be considered in breach of contract in the event of the following:

- if either Party commits an act of insolvency;
- if the other Party has breached a material obligation under this contract (includes all bid / tender documentation) and has failed to remedy such breach after receipt of 14 (fourteen) business days' notice calling upon it to remedy such breach; and
- in the case of the Service Provider having failed to render the services or any part thereof timeously or as required by DALRRD or as stipulated in this contract (mal-performance). Such instance of mal-performance shall be treated as a material breach on the part of the Service Provider, and DALRRD, shall be entitled, at its own discretion, to terminate the contract with the Service Provider, which will then terminate this contract. This right of termination as

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set out in this clause shall not prejudice or be to the exclusion of any other remedy available to the DALRRD at law or in terms of this contract.

4.26.3 The DALRRD shall be entitled, but not obliged, to terminate with immediate effect this contract on written notice to Service Provider, in which event such termination shall be without any liability to the DALRRD and without prejudice to any claims which DALRRD may have for damages against Service Provider, if:

4.26.3.1 Service Provider fails to achieve any Deliverable on or before the agreed date for achieving such Deliverable as set forth in the applicable Statement of Work, alternatively not meeting the acceptance criteria agreed per deliverable;

4.26.3.2 Service Provider fails to comply with the provisions for protecting Data, Confidential Information and Intellectual Property or any security or information security related requirements;

4.26.3.3 Evidence of fraud in respect of this contract has been detected, and the DALRRD, in its reasonable discretion determines, based on prima facie evidence that Service Provider has, at any time for the duration of this contract:

- acted dishonestly and/or in bad faith; and/or
- has made any intentional or negligent misrepresentation to the DALRRD, whether in any negotiations preceding the conclusion of, or in the execution of the contract between the Parties.

4.27 DURATION

This contract shall commence on 1 May 2022 for a minimum contract period of 12 months. The maximum contract period will be 60 months in total ending on 30 April 2027.

4.28 DOMICILIUM CITANDI ET EXECUTANDI

4.28.1 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

4.28.1.1 Service Provider

Physical address as provided per bid / tender documentation

4.28.1.2 DALRRD

184 Jeff Masemola Street
PRETORIA
0002

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- 4.28.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, in English.
- 4.28.3 Any Party may by notice to any other party change the physical address chosen as its *domicilium citandi et executandi* vis-à-vis that Party to another physical address: Provided that the change shall become effective vis-à-vis that addressee on the fifth (5) business day from the deemed receipt of the notice by the addressee.
- 4.28.4 Any notice to a Party will be delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* and will be deemed to have been received on the day of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day.
- 4.28.5 Notwithstanding the above, any notice given in writing in English, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.
- 4.28.6 The Parties record that whilst they may correspond via email during the currency of this Lease for operational reasons, no formal notice required in terms of this Lease, nor any amendment of or variation to this Lease may be given or concluded via email.

4.29 DISPUTE RESOLUTION

- 4.29.1 In the event that a dispute (“**Dispute**”) arises as to the interpretation, breach, termination or validity of this contract, then either Party may give written notice to the other party of such Dispute and may initiate the dispute resolution procedure as set out in this clause.
- 4.29.2 The Parties shall endeavour to settle the Dispute through negotiation and if the Dispute cannot be settled through negotiation, the Parties may agree to refer the Dispute to an agreed mediator who shall endeavour to assist the Parties to settle the Dispute by agreement.
- 4.29.3 If the Dispute is not settled by negotiation or mediation within fifteen (15) Business Days of the notice in terms, or such longer period of time as the Parties may agree in writing, then the Dispute shall be determined by final and binding arbitration as set out below.
- 4.29.4 A single arbitrator shall be agreed upon by the Parties and, failing agreement, shall be appointed in accordance with the procedure in this clause.

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- 4.29.5 The arbitrator shall be an attorney or advocate who is admitted to practice as such in the Republic of South Africa and who has had at least ten (10) years' experience as an admitted attorney or advocate in the Republic of South Africa.
- 4.29.6 The Parties may agree on the procedure to be followed prior to and during the arbitration, as well as the time and place of the arbitration hearing. Failing such agreement, the arbitrator shall determine the procedure to be followed and shall fix the time and place for the arbitration hearing.
- 4.29.7 The arbitrator shall determine the Dispute in accordance with the law of the Republic of South Africa and shall have the same remedial powers as a court of law would have were it adjudicating the Dispute.
- 4.29.8 Unless otherwise agreed in writing by the Parties, the arbitration shall be held in Sandton, in the Gauteng Province, Republic of South Africa.
- 4.29.9 The arbitrator shall render his or her award together with written reasons therefore within a period of thirty (30) business days from the date upon which the arbitration ends. Such an award may include an award on costs.
- 4.29.10 The award of the single arbitrator shall be final and binding on the Parties.
- 4.29.11 Subject to the other provisions of this clause, the arbitration shall be held in accordance with the provisions of the Arbitration Act, 1965, as amended or replaced (the "Act").
- 4.29.12 Nothing in this clause shall preclude any Party from seeking any urgent interim relief from any court of competent jurisdiction.
- 4.29.13 Mechanism for appointment of the arbitrator:
- 4.29.13.1 If for any reason the arbitrator agreed upon by the Parties cannot or does not accept an invitation to arbitrate, then the Parties may agree on another arbitrator.
- 4.29.13.2 If the arbitrator does not accept an invitation to arbitrate, or if the Parties have failed to agree on the arbitrator, then any Party may ask the Director of the Arbitration Foundation of Southern Africa (the "Director") to submit to each Party an identical list of names of potential arbitrators. Each of the potential arbitrators suggested by the Director shall be an attorney or advocate who is admitted to practice as such in the Republic of South Africa and who has had at least ten (10) years' experience as an admitted attorney or advocate in the Republic of South Africa.
- 4.29.13.3 Each Party shall have five (5) Business Days from the date upon which that Party receives the list called for in this clause to cross off that list any names to which that Party objects, number the remaining names in order

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of preference and return the list to the Director. If a Party does not return the list within the time specified, all of the persons named therein shall be deemed acceptable as potential arbitrators.

4.29.13.4 The Director shall then suggest to the Parties in writing the name of the arbitrator from among the potential arbitrators who have been approved on both lists and having regard to the designated order of preference.

4.29.13.5 If the Parties fail to agree on the Director's written suggestion; or if the suggested arbitrator is unable to act; or if for any reason an appointment cannot be made from the submitted lists, the Director shall appoint the arbitrator, without the submission of any further lists but with regard to the lists submitted.

4.29.13.6 Notwithstanding any other provision of this clause, should the Director fail or refuse to implement the provisions, then any Party may apply to Court for the appointment of an arbitrator in terms of section 12(2) of the Act.

4.30 WHOLE AGREEMENT

4.30.1 All bid / tender documentation, including this SCC, constitutes the whole Agreement between the Parties relating to the subject matter hereof.

4.30.2 No amendment or consensual cancellation of this contract or any provision or term thereof or any agreement or other document issued or executed pursuant to or in terms of this contract and no settlement of any disputes arising under this contract and no extension of time waiver or relaxation or suspension of any of the provisions or terms of this contract or of any agreement or other document issued pursuant to or in terms of this contract shall be binding unless recorded in a written document signed by the Parties. Any such extension, waiver, or relaxation or suspension, which is so given or made, shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

4.30.3 No extension of time or waiver or relaxation of any of the provisions or terms of this contract or any agreement or other document issued or executed pursuant to or in terms of this contract shall operate as an estoppel against any Party in respect of its rights under this contract nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this contract.

4.30.4 No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein whether it induced the contract and/or whether it was negligent or not.

4.31 INDULGENCES

Any indulgence granted by the Service Provider with regard to the strict compliance by the DALRRD of any of the obligations in terms of this Agreement shall not be construed as a waiver on the part of the Service Provider of its rights in terms of this contract and the Service Provider shall, notwithstanding any indulgence be entitled to require the DALRRD to comply strictly with all or any of the terms of this contract.

4.32 SEVERABILITY

If any term of this contract is held or deemed to be invalid or unenforceable, then this contract, including all of the remaining terms will remain in full force and effect and the invalid or unenforceable provision will be severable from the remainder of the contract.

4.33 GOVERNING LAW

This contract shall be governed and construed in accordance with the Laws of the Republic of South Africa and the Parties consent to the exclusive jurisdiction of the applicable Courts within the Republic, subject to jurisdiction and competency.

5. TENDER REQUIREMENTS

5.1 Mandatory Requirements

Failure to submit the following requirements with the bid proposal will disqualify the bidders' proposals:

- A resolution authorizing a particular person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letter head).

5.2 Proposal Requirements

Service Providers must comply by providing the following:

5.2.1 **CVs** of key project team members.

5.2.2 Contactable **references** (*company name, project description, monetary value, length of project, name and position of person who can be contacted and telephone number in a signed reference on the client's letterhead*) of successful implementation for project/s where the **development, enhancement, and support** of web-based land administration and land information management systems using and generating alpha-numeric and

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SYSTEM SUPPORT ON THE LAND ADMINISTRATION WEB APPLICATION AND DATABASE INTEGRITY FOR FIVE YEARS

spatial property data utilising the RSA cadastral and property registration framework were successfully completed and implemented.

- 5.2.3 Proof of existing **electronic logging (ticketing) procedures and facilities** for dealing with incidents as per the SCC.
- 5.2.4 Contactable **references** (*company name, project description, monetary value, length of project, name and position of person who can be contacted and telephone number in a signed reference on the client's letterhead*) of successful implementation for project/s in **deploying / developing Spatial Mapping tools** in an ESRI environment for web-based land administration and land information management systems utilising the RSA cadastral and property registration framework.
- 5.2.5 Contactable **references** (*company name, project description, monetary value, length of project, name and position of person who can be contacted and telephone number in a signed reference on the client's letterhead*) and supporting documentation of providing **systems technical skills transfer training** similar to that indicated in the SCC.
- 5.2.6 Documentation on **methodology proposed** for maintaining code and providing support, system enhancement / system development services, and providing technical skills transfer training.

NOTE: Evidence needs to accompany bid documentation.

6. EVALUATION CRITERIA

- 6.1 The 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price and 20 points will be awarded for attaining the Broad Based Black Economic Empowerment (B-BBEE) status level of contribution.
- 6.2 This bid shall be evaluated in two stages. On the first stage bids will be evaluated on functionality and the second stage will be in accordance with the 80/20 preference points system as stipulated above.

6.2.1 First Stage: Evaluation of Functionality

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

The applicable values that will be utilized when scoring each criterion ranges from 1 to 5, being:

1 = Poor, 2 = Average, 3 = Good, 4 = Very Good and 5 = Excellent.

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
<p>1. Capability: Firm's experience, track record and competency</p>	<p>Demonstrate the bidder's capability to execute the required service by indicating and explaining the scope of the number of projects with a minimum contract period of three (3) years that have each been completed / implemented successfully by the bidder. The bidder must provide at least three (3) contactable references where the bidder has successfully rendered similar service for a period of 3 years or more. (The development, enhancement and maintenance / support of web-based land administration and land information management systems using and generating alpha-numeric and spatial property data utilising the RSA cadastral and property registration framework.)</p> <p><i>(Signed reference letters from the mentioned references confirming previous successful implementations. The letters of reference on the client's letterhead should contain the following detail: client's company name, name and position of person who may be contacted and telephone number, description of project and monetary value thereof, and an indication of whether the project was successful or not.)</i></p> <p>Each of the sub-criteria under Capability will be evaluated as follows:</p> <p>5 projects for a period of 3 years or more – Excellent (score 5) 4 projects for a period of 3 years or more – Very Good (score 4) 3 projects for a period of 3 years or more – Good (score 3) 2 projects for a period of 3 years or more – Average (score 2) 1 project for a period of 3 years or more – Poor (score 1)</p>	
	SUB-CRITERIA	WEIGHT
	<p>Maintaining application code by repairing errors, as well as developing and enhancing web-based land administration and land information management systems utilising the RSA cadastral and property registration framework.</p>	17
	<p>Providing electronic logging procedures and facilities for incidents for web-based land administration and land information management systems utilising the RSA cadastral and property registration framework.</p>	10
	<p>Deploying / developing Spatial Mapping tools for web-based land administration and land information management systems utilising the RSA cadastral and property registration framework.</p>	10
	<p>Providing technical skills transfer training similar to that indicated in the SCC.</p>	8

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SYSTEM SUPPORT ON THE LAND ADMINISTRATION WEB APPLICATION AND DATABASE INTEGRITY FOR FIVE YEARS

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
<p>2. Ability: Key personnel experience, track record and competency</p>	<p>Demonstrate the bidder's ability to execute the required service by providing a project team consisting of at least five (5) resources possessing competencies and experience as indicated below. Bidders that are unable to provide at least the five types of (5) resources listed below will be disqualified.</p> <p>For each sub-criterion bidders must attach CVs clearly indicating a detailed profile of the previous work experience as each resource will be rated on the possession of a relevant qualification and number of years applicable experience as indicated below per sub-criterion. References of similar work undertaken – List names, addresses, telephone numbers, fax numbers and e-mail.</p>	
	SUB-CRITERIA	WEIGHT
	<p>Project Management experience on web-based land administration and land information management system projects, and relevant qualification. The minimum qualifying criteria for Project Management are qualification with 7 years but less than 10 years' experience in the above IT projects.</p> <ul style="list-style-type: none"> • qualification with 12 years and more experience in the above IT projects (score 5) • qualification with 10 years but less than 12 years' experience in the above IT projects (score 4) • qualification with 7 years but less than 10 years' experience in the above IT projects (score 3) • qualification with 4 years but less than 7 years' experience in the above IT projects (score 2) • qualification with 1 year and less than 4 years' experience in the above IT projects (score 1) 	7
	<p>Software Development, System Support, and Team Leading experience utilising C# (MVC, WebForms), JavaScript and DevExpress with .NET on web-based land administration and land information management system projects, and relevant qualification. The minimum qualifying criteria for Software Development, System Support, and Team Leading are qualification with 7 years but less than 10 years' experience in the above IT competencies.</p> <ul style="list-style-type: none"> • qualification with 12 years and more experience in the above IT competencies (score 5) • qualification with 10 years but less than 12 years' experience in the above IT competencies (score 4) • qualification with 7 years but less than 10 years' experience in the above IT competencies (score 3) • qualification with 4 years but less than 7 years' experience in the above IT competencies (score 2) • qualification with 1 year and less than 4 years' experience in the above IT competencies (score 1) 	5

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<p>Business / Systems Analysis experience on web-based land administration and land information management system projects, and relevant qualification. The minimum qualifying criteria for Business / Systems Analysis are qualification with 5 years but less than 8 years' experience in the above IT competencies.</p> <ul style="list-style-type: none"> • qualification with 10 years and more experience in the above IT competencies (score 5) • qualification with 8 years but less than 10 years' experience in the above IT competencies (score 4) • qualification with 5 years but less than 8 years' experience in the above IT competencies (score 3) • qualification with 3 years but less than 5 years' experience in the above IT competencies (score 2) • qualification with 1 year and less than 3 years' experience in the above IT competencies (score 1) 	5
	<p>Solutions Architecture experience on the Service Oriented Architecture (SOA) platform, and relevant qualification. The minimum qualifying criteria for Solutions Architecture qualification with 3 years but less than 5 years' experience on the SOA platform.</p> <ul style="list-style-type: none"> • qualification with 8 years and more experience on the SOA platform (score 5) • qualification with 5 years but less than 8 years' experience on the SOA platform (score 4) • qualification with 3 years but less than 5 years' experience on the SOA platform (score 3) • qualification with 2 years but less than 3 years' experience on the SOA platform (score 2) • qualification with 1 year and less than 2 years' experience on the SOA platform (score 1) 	5
	<p>Database Administration / Application Database Administration experience and relevant qualification. The minimum qualifying criteria for Database Administration / Application Database Administration are qualification with 3 years but less than 5 years' experience in SQL.</p> <ul style="list-style-type: none"> • qualification with 8 years and more experience in SQL (score 5) • qualification with 5 years but less than 8 years' experience in SQL (score 4) • qualification with 3 years but less than 5 years' experience in SQL (score 3) • qualification with 2 years but less than 3 years' experience in SQL (score 2) 	3

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<ul style="list-style-type: none"> • qualification with 1 year and less than 2 years' experience in SQL (score 1) 	
3. Methodology: Maintenance and Support	Methodology for maintaining code and providing support by repairing errors and refining application code including providing an electronic logging procedure and facilities for incidents, as well as maintaining alpha-numeric and spatial property data integrity thereon.	15
	Methodology for providing continuous system enhancement / system development services including identifying new user requirements and undertaking software development, as well as compiling the relevant documentation to be generated in providing the services in accordance with the prescribed statutory requirements.	10
	Methodology (plan) for providing technical skills transfer training .	5
TOTAL POINTS ON FUNCTIONALITY		100

Bids that fail to achieve a minimum of 70 points out of 100 for Functionality will be disqualified and will therefore not be evaluated in the second stage.

6.2.2 Second Stage: Evaluation terms of 80/20 Preference Points System

Only bids that achieve the minimum qualifying score of seventy (70) for Functionality will be evaluated further in accordance with the 80/20 preference points system.

6.3 Calculation of points for the price

6.3.1 The PPPFA prescribes that the lowest acceptable bid will score 80 points for the price.

6.3.2 Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

6.4 Calculating of points for B-BBEE (Broad-Based Black Economic Empowerment) status level of contribution

6.4.1 Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SYSTEM SUPPORT ON THE LAND ADMINISTRATION WEB APPLICATION AND DATABASE INTEGRITY FOR FIVE YEARS

B-BBE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 6.4.2 Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof.
- 6.4.3 In order to claim the B-BBEE points in accordance with the above table of B-BBE Status Level of Contributor, Bidders must submit any of the following proof of B-BBEE Status Level Verification Contributor.
 - 6.4.5 B-BBEE Status level certificate issued by an authorized body or person.
 - 6.4.6 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice.
 - 6.4.7 Any other requirement prescribed in terms of the B-BBEE Act.
- 6.4.8 Bidders who do not submit B-BBEE Status level verification certificates or are non-compliant contributors to B-BBEE, do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. They will score points out of 80 for price only zero (0) points out 20 for B-BBEE.
- 6.4.9 A trust, consortium or joint venture will qualify for points for the B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated BBEE scorecard is prepared for every separate bid.
- 6.4.10 Any bid that is qualified by the bidders own conditions will automatically be disqualified.

7. TERMS AND CONDITIONS

- 7.1 Awarding of the bid will be subject to the Service Provider's acceptance of the Government Procurement General Conditions of Contract and the Special Conditions of Contract (SCC).
- 7.2 The SCC specifies the expected service levels to be rendered as well as obligations of the appointed service provider. The provisions in the SCC shall prevail over any other possible conflicting clauses contained in the bid documentation.
- 7.3 The Department reserves the right not to award the request for bid.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SYSTEM SUPPORT ON THE LAND ADMINISTRATION WEB APPLICATION AND DATABASE INTEGRITY FOR FIVE YEARS

- 7.4 No material or information derived from the provision of the services under the contract may be used for any purposes other than those of the Department except where authorised by the Department in writing to do so.
- 7.5 The Department reserves the right to terminate the contract in the event that there is clear evidence of non-performance, by the Service Provider as specified in the SCC.
- 7.6 This proposal is not an offer to purchase any services or materials, and the Department of Agriculture, Land Reform and Rural Development will not incur or be liable for any costs associated with the preparation of this proposal.
- 7.7 Copyright in respect of all documents and electronic data, prepared or developed for the purpose of the project by the Service Provider, shall be vested in the Department.
- 7.8 The DALRRD uses the Waterfall System Development method and Prince II / PMBOK for project management.
- 7.9 The Service Provider agrees to keep confidential all records and information of, or related to the information obtained in any manner whatsoever by the Service Provider, and not to disclose such records or information to any third party without the Department's prior written consent. Refer to the SCC for details.
- 7.10 The Service Provider, and where applicable the Sub-contractor (Directors, members of close corporation and employees) involved with the contract or having access to information relating to the contract/Department and any contract workers to be appointed shall be prepared to go through the process of Security Clearance or background checks as determined by the Department.

8. SERVICE PROVIDER FACILITIES

- 8.1 The Service Provider will be responsible for providing all necessary facilities for its development teams to perform application development and support services.
- 8.2 The Service Provider shall obtain and/or provide the necessary development hardware and software operating and application platform infrastructure, application development tools, testing tools, change and configuration management tools, project management and reporting tools, and other hardware and software (the "Development Environment Components") required in establishing and supporting the Application Development Product(s) development and testing environment within the Service Provider facilities. This includes appropriately sized hardware, as well as appropriate license quantities, types and revision levels of application development, testing and runtime environment software. If the Service Provider does not already have the appropriate Development Environment Components within its designated development facilities, the Service Provider shall acquire them.
- 8.3 Provided such Development Environment Components are Generic Components that are not proprietary to, restricted for use with, and/or unique to the Department's Application Development Product(s) business environment, the Service Provider shall provide all such Development Environment Components at no charge to DALRRD.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SYSTEM SUPPORT ON THE LAND ADMINISTRATION WEB APPLICATION AND DATABASE INTEGRITY FOR FIVE YEARS

- 8.4 However, in the event that any components are Non-Generic or are otherwise proprietary, restricted and/or unique to the DALRRD development environment, then DALRRD and the Service Provider shall determine an equitable method for the acquisition and disposition of such components.
- 8.5 To the extent appropriate, Development Environment Components shall be dedicated for use on the DALRRD Application Development Product(s) environment for the duration of the project.

9. PRICING SCHEDULE

- 9.1 A Pricing Schedule (SBD 3.3, attached) shall be submitted as per Section 4.23 of the SCC. All pricing shall include VAT.

10. PUBLICATION

- 10.1 Tender Bulletin
10.2 e-Portal
10.3 DALRRD Website
10.4 Advert period: 21 calendar days

11. CONTACT PERSONS

- 11.1 All technical enquiries related to this bid call must be forwarded to:

Directorate: Property Systems and Data Management
Department of Agriculture, Land Reform and Rural Development
Private Bag X833
Pretoria
0001

Attention: Mr. André Erasmus / Mr. Paul Schoeman
Telephone: 012 312 9183 / 012 312 9283
Email: acg.erasmus@dalrrd.gov.za
Email: paul.schoeman@dalrrd.gov.za

LA 1.2

5/2/2/1- DALRRD 0052 (2021/2022)

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SYSTEM SUPPORT ON THE LAND ADMINISTRATION WEB APPLICATION AND DATABASE INTEGRITY FOR FIVE YEARS.

CLOSING DATE: 15 DECEMBER 2021 @ 11:00

TECHNICAL ENQUIRIES : Mr. André Erasmus / Mr. Paul Schoeman
TEL : (012) 312 9183 / 012 312 9283
EMAIL : acq.erasmus@dalrrd.gov.za ; paul.schoeman@dalrrd.gov.za

BID RELATED ENQUIRIES : Ms K Modise; Mr A Olyn; Mr P Makhado
TEL : (012) 312 9772: 8359/9786/9518/8711
EMAIL: Kedumetse.modise@dalrrd.gov.za; abie.olyn@dalrrd.gov.za ; pfarelo.makhado@dalrrd.gov.za

FINANCIAL PROPOSAL – PART 2 OF 2

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SYSTEM SUPPORT ON THE LAND ADMINISTRATION WEB APPLICATION AND DATABASE INTEGRITY FOR FIVE YEARS

SBD 3.3

PRICING SCHEDULE (Professional Services)

NAME OF Service Provider: Bid No: DALRRD 0052 (2021/2022)

CLOSING TIME::11:00

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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- The accompanying information must be used for the formulation of proposals.

TOTAL PRICE

R.....

NB: Bid offer must remain valid for the period of 90 days after the closing date.

The Service Provider must include all hidden cost on the bid price.

Charges for Enhancements will be levied on a cost or time basis at the hourly rate specified in the Pricing Schedule.

*After the first year all rates and charges will be annually adjusted by the average Consumer Price Index (CPI) for the previous year as determined by Statistics SA for the remainder of the contract period up to 30 April 2027. These adjustments must be submitted by 1 April of each year for the duration of the contract.

	Service (excluding Enhancements)	Hourly rate per resource type	Total Hours per Month	Monthly Total Cost	*Total Cost for duration of the contract: 5 years
1	System Support	1.1 Project Manager: R..... 1.2 Software Developer: R..... 1.3 Business Analyst: R..... 1.4 Solutions Architect: R..... 1.5 Database Admin: R.....	65	R.....	R.....
2	Skills Transfer	R.....	5	R.....	R.....
	Sub-Total (excl. VAT)				
	VAT				
	Total (incl. VAT)				

Bid Initials
Bid's Signature.....
Date:.....

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SYSTEM SUPPORT ON THE LAND ADMINISTRATION WEB APPLICATION AND DATABASE INTEGRITY FOR FIVE YEARS
PRICING SCHEDULE [SBD 3.3]

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
PRIVATE BAG X 833
PRETORIA
0001

Bid Initials
Bid's Signature.....
Date:.....