

SSC WC 06 (2022/2023) DALRRD

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO RENDER A MAINTENANCE OF HEXAGON SOFTWARE LICENCES AND THE CUSTOMISED REQUIREMENTS FOR GEOPORTAL FOR 3 YEAR PERIOD (2022-2025 FOR THE CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION (CD: NGI)

COMPULSORY BRIEFING SESSION:

DATE: 18 JULY 2022

VENUE: Microsoft Teams.

The non-compulsory briefing session will be held virtually via Microsoft Teams. Bidders must access the web version of Microsoft Teams in order to participate in the briefing session. Bidders who wish to attend the briefing session should do so by clicking on the link which is as follows:

[Click here to join the meeting](#)

Or join by entering a meeting ID

Meeting ID: 397 341 691 176

Passcode: jN27gv

TIME: 11:00 AM

CLOSING DATE:

DATE: 29 JULY 2022

TIME: 11:00 AM

VENUE: BID DOCUMENT TO BE SUBMITTED AT THE BID BOX SITUATED AT
14 LONG STREET (NEXT TO SECURITY AREA)
CAPE TOWN
8000

It is the prospective bidder's responsibility to ensure that the bid document reaches the departmental tender box before the closing date and time. Courier deliveries must be given instructions to drop proposals inside bid box as no waybills will be signed by any Departmental officials.

TECHNICAL ENQUIRIES : Ms Bulelwa Semoli
TEL : (021) 658 4356
EMAIL : Bulelwa.semoli@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Lincoln Mathebula
TEL : (021) 409 0523
EMAIL : Lincoln.mathebula@dalrrd.gov.za



agriculture, land reform & rural development

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

Chief Directorate: Provincial Shared Service Centre: **Sub-Directorate:** Demand and Acquisition
Management Services: **Enquiries:** Mr. Sicelo Zwane: **Tel:** (021) 409 0605

BID NUMBER: SSC WC 06 (2022/2023) DALRRD

CLOSING TIME: 11H00

CLOSING DATE: 29 JULY 2022

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, SBD 1, SBD 4, SBD 6.1, terms of reference.
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. 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
MR RACHEL MASWENENG
(A) DEPUTY DIRECTOR: SUPPLY CHAIN AND FACILITIES MANAGEMENT SERVICES
DATE: 08 JULY 2022

MAP TO BIDDER BOX (B BOX)

SSC WC 06 (2022/2023) DALRRD CLOSING DATE: **29 JULY 2022**
AT 11:00 AM.

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

IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO ENSURE
THAT THE BID DOCUMENT REACHED THE DEPARTMENTAL
TENDER BOX BEFORE THE CLOSING DATE AND TIME. COURIER
DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP
PROPOSALS INSIDE BID BOX AS NO WAYBILLS WILL BE SIGNED
BY OFFICIALS. THE DEPARTMENT WILL NOT TAKE
RESPONSIBILITY FOR BID THAT HAVE NOT REACHED THE
TENDER BOX ON THE CLOSING DATE AND TIME.

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 & Rural Development Acquisition
Management
(TENDER BOX)
14 LONG STREET
CAPE TOWN
8000

**It is the prospective bidder's responsibility to ensure that the bid document reached the
departmental tender box before the closing date and time. courier deliveries must be
given instructions to drop proposals inside bid box as no waybills will be signed by any
officials.**

**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM
& RURAL DEVELOPMENT IS OPEN 08 HOURS A DAY, 5 DAYS A WEEK. THE BID BOX
WILL BE CLOSED AT 11H00 AM 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 (AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)					
BID NUMBER:	SSC WC 06 (2022/2023) DALRRD	CLOSING DATE:	29 JULY 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER A MAINTENANCE OF HEXAGON SOFTWARE LICENCES AND THE CUSTOMISED REQUIREMENTS FOR GEOPORTAL FOR 3 YEAR PERIOD (2022-2025 FOR THE CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION (CD: NGI).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (14 LONG STREET)					
14 LONG STREET (BID BOX AT THE GROUND FLOOR-SECURITY AREA)					
CAPE TOWN					
8000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Lincoln Mathebula		CONTACT PERSON	Ms Bulelwa Semoli	
TELEPHONE NUMBER	021 409 0523		TELEPHONE NUMBER	(021) 658 4356	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	lincoln.mathebula@dalrrd.gov.za		E-MAIL ADDRESS	Bulelwa.semoli@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
[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]					

<p>1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal

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

investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder



SBD 6.1

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 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (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	8	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2

Non-compliant contributor	0	0
---------------------------	---	---

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their 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 B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1 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.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 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 contribution indicated in paragraph 7 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

paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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:



agriculture, land reform & rural development

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

CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION
Private Bag X10, MOWBRAY, 7705, Van der Sterr Building, Rhodes Avenue, MOWBRAY
Tel (021) 658 4300 Fax (021) 689 1351

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A MAINTENANCE OF HEXAGON SOFTWARE LICENCES AND THE CUSTOMISED REQUIREMENTS FOR GEOPORTAL FOR 3 YEAR PERIOD (2022-2025 FOR THE CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION (CD: NGI))

1. BACKGROUND

- 1.1 The Chief Directorate: National Geospatial Information (CD: NGI) is mandated by the Land Survey Act (8 of 1997) to provide national aerial imagery, topographic mapping and geodetic survey products and services for the Republic of South Africa.
- 1.2 All Directorates within the CDNGI utilize various Hexagon software to process, generate, maintain, update, and disseminate the geospatial data required to map South Africa. The geospatial data are housed within the Integrated topographic Information System managed (ITIS), a database that is managed through Oracle Database Management Systems (DBMS). The Geoportal is an online product dissemination which is currently used for data distribution. It is believed that customization is still required.
- 1.3 The various Hexagon Software licenses, which is proprietary of Hexagon Geospatial company was transferred and owned by CDNGI as from 31 March 2020. Although the software is fully owned by the CDNGI the maintenance is still required for upgrades and technical support.

2. REQUIREMENTS

2.1. The pertinent points required are:

- 2.1.1. Bidders must be accredited resellers of Hexagon Geospatial and documentary proof, confirming such status, must be supplied with the bid.
- 2.1.2. Software updates/upgrades must be supplied and delivered to the CDNGI within four weeks of release of such updates/upgrades from the parent company, Hexagon Geospatial.
- 2.1.3. The delivery costs for the required software updates/upgrades are for the contractor's account for the duration of the contract period.
- 2.1.4. The cost breakdown of the itemized list of software modules, as set out in Table 1 must include the supply and delivery of such software updates/upgrade to the office CDNGI.

Hexagon Module	Total No.	Working Area, no	Purpose use of the software
Geomedia Professional (Concurrent)	6	6	<ul style="list-style-type: none"> • Division Managers • Quality assure data captured.
Geomedia Professional (Nodelocked)	51	9	<ul style="list-style-type: none"> • Ancillary Data • Research and capture ancillary map data.
		4	<ul style="list-style-type: none"> • Spatial Data Management • Quality assure and upload data into iTIS.
		2	<ul style="list-style-type: none"> • Aerial Triangulation and Elevation Capture • Upload/download AT/DEM data to/from iTIS.
		36	<ul style="list-style-type: none"> • Topographic Compilation • Capture topographic features from ortho-rectified digital photography.
Geomedia Advantage (Nodelocked)	12	4	<ul style="list-style-type: none"> • Aerial Triangulation and Elevation Capture • Upload/download AT/DEM data to/from iTIS..
		2	<ul style="list-style-type: none"> • Spatial Data Management • Capture, quality assure and upload data into iTIS.
		5	<ul style="list-style-type: none"> • Imagery Analysis • Imagery processing for • change detection and land cover /land use mapping.
		1	<ul style="list-style-type: none"> • Orthophoto Mapping • Download Topographic/AT/DEM data from iTIS.

Hexagon Module	Total No.	Working Area no	Purpose use of the software
Geomeia Essentials (Concurrent)	9	2	<ul style="list-style-type: none"> Field Surveys Field appraisal data capture verification.
		3	Mapping Services
		2	Product Distribution
		2	Reprographics
Geomeia Essentials (Nodelocked)	8	8	<ul style="list-style-type: none"> Orthophoto Mapping Download Topographic/ DEM data from iTIS.
Intergraph Geospatial Server Advantage	1	1	<ul style="list-style-type: none"> Spatial Data Management NGI Portal management.
ImageStation Photogrammetric Manager (ISPM)	4	4	<ul style="list-style-type: none"> Aerial Triangulation and Elevation Capture Manage the digital photography within the AT process.
ImageStation Automatic Triangulation (ISAT)	4	4	<ul style="list-style-type: none"> Aerial Triangulation and Elevation Capture. AT process with auto-correlated point capture within digital photography stereo models.
Stereo for Geomeia (Nodelocked)	1	1	<ul style="list-style-type: none"> Orthophoto Mapping Download Topographic/ DEM data from iTIS.
ImageStation Automatic Elevations (ISAE) (Concurrent)	2	2	<ul style="list-style-type: none"> Aerial Triangulation and Elevation Capture Generate DEM/DTM with auto-correlated point capture within digital photography stereo models.
ImageStation DTMQue(ISDQ) (Concurrent)	2	2	<ul style="list-style-type: none"> Aerial Triangulation and Elevation Capture Generate DEM/DTM for ortho-rectification of digital photography.
ImageStation OrthoPro(ISOP) (Concurrent)	8	8	<ul style="list-style-type: none"> Orthophoto Mapping Ortho-rectification of digital photography using DEM/DTM.

Hexagon Module	Total No.	Working Area no	Purpose use of the software
ImageStation PixelQue (ISPQ) (Concurrent)	1	1	<ul style="list-style-type: none"> Aerial Triangulation and Elevation Capture Generate DEM/DTM with auto-correlated point capture within digital photography stereo models.

ERDAS IMAGINE Professional - Annual Subscription	5	5	<ul style="list-style-type: none"> • Imagery Analysis • Imagery analyses for change detection, land cover and land use mapping.
ERDAS IMAGINE Expansion Pack - Annual Subscription	1	1	
Educational Core Level 1 - Annual License Concurrent (5 seat)	5	5	Technical training
Totals	120	120	

2.1.5 The cost breakdown must be carried out for each year of the three -year contract.

2.2 The requirements for customisation of software for iTIS and geoportal. A minimum of 150 hours per year is allocated.

2.3 The specialist resource required for this bid must have an NQF 6 computer science related qualification with a proven development ability to work with the latest development software and at-least 5 years' experience in an Oracle spatial and Geographic Information System environment. Documentary proof must be provided.

3. SCOPE OF WORK

3.1 The bidder must supply CD: NGI with Hexagon software licences as listed in table 1 and it must be costed for three years.

3.2 The bidder shall provide a specialist resource that will update and customised software within the iTIS and geoportal at a maximum of one-hundred fifty (150) hours per annum, for the duration of the three-year contract.

3.3 The CD NGI, in conjunction with the successful bidder, will determine the task requirements for customisation and duration prior to commencing each task. The customisation project plan will be based on the allocated 150 hours allocated annually. Customisation payment will be made once the service has been rendered.

3.4 The required specialist resource in paragraph 2.3 must always be available for technical support and for the duration of the three-year contract.

3.5 The bidders must provide other costs that have not been catered for in the speciality resource hourly rate as indicated in the pricing schedule

- 3.6 Software problems and queries will be logged by the CD: NGI with the successful bidder's help desk where an appropriate application specialist will respond within two (2) hours during normal working hours, which are from Monday to Friday, between 08h00 and 17h00.

4. QUOTATION DETAILS

The prospective service provider must submit the proposal before or on the closing date at the following addresses:

Physical Address: 14 Long Street (Bid Box)
Cape Town
8000

Contact Persons

Bid Related

Supply Chain Related Enquiries:

Lincoln Mathebula

Telephone Number: 021 409 0523

E-mail: Lincoln.mathebula@dalrrd.gov.za

Technical Related

Bulelwa Semoli

Katlego Moraba

Telephone Number: 021 658 4356

Telephone Number: 021 658 4370

E-mail: Bulelwa.semoli@dalrrd.gov.za

E-mail: Katlego.moraba@dalrrd.gov.za

5. PRICING SCHEDULE

- 5.1. A pricing schedule shall be submitted on separate sheet as per the attached SBD 3.).
- 5.2. A total combined price for the three-year contract must also be provided;
- 5.3. Should the quoted pricing include any amount that is subject to foreign currency exchange rate fluctuations, the bidder must specify the amount of foreign currency to be included in the bid price, its percentage of the total bid price and the exchange rate used to determine the bid pricing;
- 5.4. If the above applies, then, at the time of payment the contractor must include a Banker's certificate of the purchase of the foreign currency together with the

applicable exchange rate. The payment amount will be adjusted for any difference in exchange rate from that contained in the bid.

6. METHOD OF PAYMENT

- 6.1 Payment shall be made in terms of deliverables, subject to the submission of detailed invoices and timesheets as verified by the project manager.
- 6.2 Financial penalties will be imposed for agreed upon milestones, targets and deadlines not met without providing “timely notification of such delays and the reasons for the delays.”
- 6.3 Original invoices as per time sheets that substantiate all costs must be provided. The invoices should include the Department’s order number that will be provided to the selected service provider upon acceptance of the bid.

Invoices must be sent to:

Physical Address:
Nozibele Memela
14 Long Street,
Cape Town,
8000, 3rd floor, Room 312

7. MANDATORY REQUIREMENTS

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

- 7.1 Bidders must be accredited premium partners of Hexagon Geospatial of which proof hereof must be presented.
- 7.2 Attached a valid Tax Clearance certificate/provide a Compliance Tax Status Pin on the space provided on the SBD1 form;
- 7.3 Where a consortium / joint ventures / sub-contractors are involved, each party to the association must submit separate Tax Clearance requirements as proof;
- 7.4 The bidder must be registered on the National Treasury Central Supplier database and attach a report as proof or provide registration number (MAAA) in the space provided on the SBD1 form.
- 7.5 If the bidder sub-contracts, the sub-contractor(s) must be registered on the National Treasury Central Supplier Database and the bidder must provide a CSD report as proof thereof or letter containing the registration number (MAAA).
- 7.6 Attendance of compulsory briefing session.
- 7.7 Attach a resolution letter authorizing a particular person to sign the bid documents

8. EVALUATION CRITERIA

This bid shall be evaluated in two stages. On first stage bids will be evaluated on functionality and on second stage in accordance with 80/20 preference points system as stipulated below.

8.1 First Stage -Evaluation of Functionality

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

8.1.2 The applicable values that will be utilized when scoring each criteria ranges from **0 being non-compliance, 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

The Bids that fail to achieve a minimum of **60** points out of **100** points for functionality will be disqualified; and such bids will not be evaluated on second stage (80/20 Preference Point System)

EVALUATION CRITERIA	APPLICATION	WEIGHT												
Company capability	<ul style="list-style-type: none"> Proven experience with Hexagon Software Modules Installation and administration at least 3 years of technical experience with the following competencies. <p>Attach three contactable references where similar work was undertaken (reference letters must have the names, addresses, telephone numbers, fax numbers and e-mail addresses of the organizations/institutions for which work accomplished and briefly describe the type of services provided for them).</p> <table border="1"> <tr> <td>0</td> <td>non-compliance, no relevant proven capabilities</td> </tr> <tr> <td>Poor (score 1)</td> <td>1 year with contactable references</td> </tr> <tr> <td>Average (score 2)</td> <td>2 years with contactable references</td> </tr> <tr> <td>Good (score 3)</td> <td>3 years with 3 contactable references</td> </tr> <tr> <td>Very Good (score 4)</td> <td>4 years with 3 or more contactable references</td> </tr> <tr> <td>Excellent (score 5)</td> <td>5 and more years with more contactable references</td> </tr> </table>	0	non-compliance, no relevant proven capabilities	Poor (score 1)	1 year with contactable references	Average (score 2)	2 years with contactable references	Good (score 3)	3 years with 3 contactable references	Very Good (score 4)	4 years with 3 or more contactable references	Excellent (score 5)	5 and more years with more contactable references	25
	0	non-compliance, no relevant proven capabilities												
Poor (score 1)	1 year with contactable references													
Average (score 2)	2 years with contactable references													
Good (score 3)	3 years with 3 contactable references													
Very Good (score 4)	4 years with 3 or more contactable references													
Excellent (score 5)	5 and more years with more contactable references													
	<ul style="list-style-type: none"> The company must have project experience in the following technical areas (TA): <ul style="list-style-type: none"> (i) Data management in Geo-spatial Information. (ii) Oracle platform for geospatial information 	25												

EVALUATION CRITERIA	APPLICATION	WEIGHT																				
	<p>(iii) Web application development</p> <table border="1" data-bbox="440 215 1222 600"> <tr> <td>0</td> <td>Non-compliance, no technical areas covered</td> </tr> <tr> <td>Poor (score 1)</td> <td>1 project with all technical areas</td> </tr> <tr> <td>Average (score 2)</td> <td>2 projects with all technical areas</td> </tr> <tr> <td>Good (score 3)</td> <td>3 projects with all technical areas</td> </tr> <tr> <td>Very Good (score 4)</td> <td>4 projects with all technical areas</td> </tr> <tr> <td>Excellent (score 5)</td> <td>5 projects and more in all technical areas</td> </tr> </table>	0	Non-compliance, no technical areas covered	Poor (score 1)	1 project with all technical areas	Average (score 2)	2 projects with all technical areas	Good (score 3)	3 projects with all technical areas	Very Good (score 4)	4 projects with all technical areas	Excellent (score 5)	5 projects and more in all technical areas									
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Good (score 3)	3 projects with all technical areas																					
Very Good (score 4)	4 projects with all technical areas																					
Excellent (score 5)	5 projects and more in all technical areas																					
Company Resources	<ul style="list-style-type: none"> The specialist resource must have 5 years' experience and the following technical skills and experience: <ul style="list-style-type: none"> (i) Proven development ability within the latest web development software. <table border="1" data-bbox="459 864 1203 1375"> <tr> <td>0</td> <td>Non-compliance, no proven capabilities provided</td> </tr> <tr> <td>Poor (score 1)</td> <td>1 or less projects</td> </tr> <tr> <td>Average(score 2)</td> <td>2 projects</td> </tr> <tr> <td>Good(score 3)</td> <td>3 projects</td> </tr> <tr> <td>Very Good(score 4)</td> <td>4 projects</td> </tr> <tr> <td>Excellent(score 5)</td> <td>5 and more projects</td> </tr> </table> (ii) Experience in software development within a Geographical Information System environment and the latest version of Oracle Spatial <table border="1" data-bbox="446 1626 1219 2009"> <tr> <td>0</td> <td>Non-compliance, no experience demonstrated and/or certification provided</td> </tr> <tr> <td>Poor(score 1)</td> <td>1 or less projects</td> </tr> <tr> <td>Average(score 2)</td> <td>2 projects</td> </tr> <tr> <td>Good(score 3)</td> <td>3 projects</td> </tr> </table> 	0	Non-compliance, no proven capabilities provided	Poor (score 1)	1 or less projects	Average (score 2)	2 projects	Good (score 3)	3 projects	Very Good (score 4)	4 projects	Excellent (score 5)	5 and more projects	0	Non-compliance , no experience demonstrated and/or certification provided	Poor (score 1)	1 or less projects	Average (score 2)	2 projects	Good (score 3)	3 projects	<p>25</p> <p>25</p>
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Poor (score 1)	1 or less projects																					
Average (score 2)	2 projects																					
Good (score 3)	3 projects																					

EVALUATION CRITERIA	APPLICATION		WEIGHT
	Very Good (score 4)	4 projects	
	Excellent (score 5)	5 and more projects	
	Provide detailed CV with contactable references with copies of qualification.		
	Total Points		100

8.2 Second Stage-Evaluation in terms of 80/20 Preference Points System

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

8.2.1 Calculation of points for price

8.2.1.1 The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

8.2.2 Calculating of points for B-BBEE status level of contribution

8.2.2.1 Points will 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

8.2.2.2 Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by accredited Verification Agencies by SANAS or Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids, to substantiate their B-BBEE claims. The Exempted Micro

Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act. Bidders who do not submit B-BBEE Status Level Verification Certificate or are non-compliant contributors to be B-BBEE do not qualify for preference points for B-BBEE.

9. GENERAL CONDITIONS OF CONTRACT

9.1. The General Conditions of Contract apply, and the Department reserves the right not to award the contract.

10. TERMS AND CONDITIONS

10.1 The SBD 1 “INVITATION TO BID” must be fully completed.

10.2 The SBD 4 “Declaration of Interest” must be fully completed.

10.3 SBD 3.1 ‘Pricing schedule” must be fully completed.

10.4 The SBD 5 “The National Industrial Participation Programme, must be fully completed.

10.5 The SBD 6.1” Preference Points Claim Form in Terms Of The Preferential Procurement Regulations 2017” must be fully completed.

10.6 The SBD 8 “Declaration of bidders past conducts” must be fully completed and signed.

10.7 The SBD 9 “Certificate of independent bid determination” must be fully completed.

10.8 Service provider must be registered on the National Treasury Central Supplier Database and proof thereof must be furnished (supplier number and unique registration number).

10.9 Where contractors form a consortium, the principal bidder will take responsibility for the security of the data for the duration of the contract and the safe delivery thereof to the CD: NGI. The principal bidder will be responsible for liaising with the CD: NGI relating to all issues surrounding the contract and is accountable for the acceptance of the final product by the CD: NGI. All members of such a consortium must provide written indication of their appointment of the principal bidder with the bid submission.

10.10 Bidders wishing to form such a consortium must supply the names of the members of the consortium, the phases of the work to be undertaken by each member and written confirmation that each party is available and prepared to undertake the work within the timeframes set in this bid specification.

10.11 If any members of such a consortium do not comply with the conditions of the specification, the entire consortium will be disqualified.

- 10.12 Bidders wishing to sub-contract any phase of the work must supply the name of the subcontractor, the phases to be undertaken by him/her, and his/her written confirmation that he/she is prepared to undertake the work.
- 10.13 Prospective service providers are encouraged to submit their proposals before the closing time and date, as late submissions will not be accepted. All proposals will abide by the terms & conditions as it is reflected in the TOR. Also find attached hereto the GCC (General Conditions of Contract) to familiarize yourself to the conditions pertained into the document and shall be read in conjunction to this TOR.

11 CONFIDENTIALITY CLAUSE

- 11.1 The service provider is expected to sign a confidentiality agreement and agrees to keep confidential all records and information of, or related to the Department obtained in any manner whatsoever, and not to disclose such records or information to any third party without the Department's consent.
- 11.2 All documents are confidential and remain the property of the department and are not allowed to be utilized without prior permission by the Director-General: DRDLR.

12 PUBLICATIONS

- Open Tender
- Period – 21 Days
- Compulsory Briefing session will be held on **18 July 2022**.