

BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	583/19	CLOSING DATE:	11 NOVEMBER 2019	CLOSING TIME:	10:30 am
DESCRIPTION	APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

**GROUND FLOOR, METROPOLITAN CENTRE
158 CIVIC BOULEVARD
BRAAMFONTEIN, JOHANNESBURG.**

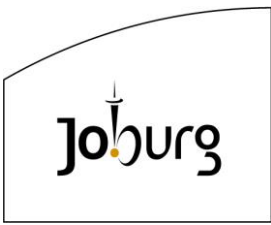
COMPULSORY BRIEFING SESSION:

**DATE : 18 OCTOBER 2019
TIME : 10:00 AM
VENUE : Planning boardroom, metro centre, A block, 8th floor 158 civic Boulevard, Braamfontein, JOHANNESBURG**

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					
TAX COMPLIANCE STATUS	TCS PIN :		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

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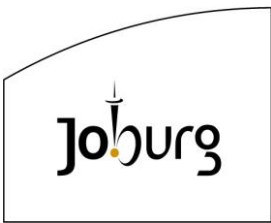
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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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 PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	DEVELOPMENT PLANNING	CONTACT PERSON	MR D. NAIDOO
CONTACT PERSON	MR D. NAIDOO	TELEPHONE NUMBER	
TELEPHONE NUMBER			
FACSIMILE NUMBER			cgistender@joburg.org.za
E-MAIL ADDRESS	cgistender@joburg.org.za		

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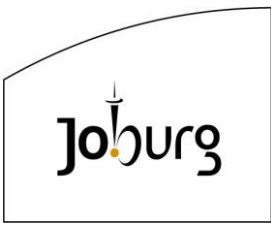
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PART B
TERMS AND CONDITIONS FOR BIDDING

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 ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/>
YES <input type="checkbox"/> NO	
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/>
YES <input type="checkbox"/> NO	
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/>
YES <input type="checkbox"/> NO	
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/>
YES <input type="checkbox"/> NO	
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/>
YES <input type="checkbox"/> 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 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

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IMPORTANT NOTICE

1. Bidders are reminded that the form of bid (section 2) is to be completed in full and signed.
2. Bidders are reminded that for any and all alterations in the form of Bid must be signed in full by the bidder's authorized signatory and an accompanying letter on the bidder's official letterhead will indicate such alterations.
3. This bid, correctly endorsed, is to be addressed to the City Manager and must be deposited into the tender/ bid box at the Ground Floor: Main Entrance, Metropolitan Centre, 158 Civic Boulevard, Braamfontein, at the time and date shown herein. Under no circumstance will late tenders be accepted.
4. Proposals/ Bids will be opened in public in the vestibule (Main Entrance), Ground floor, Main Administration Building, Metropolitan Centre, on the closing date.
5. No submission (s) transmitted by fax or other electronic means will be accepted.
6. **Valid tax compliant verification PIN number issued by SARS.**
7. Failure to attend the compulsory briefing session (if applicable to the Bid) will result in disqualification of the Bid.
8. Failure to submit samples, if requested, will result in disqualification of the Bid.
9. The Bid document is to be completed in black ink and in full. It is not to be re-typed at all.
10. The Bid document is to be submitted in full in the same order as issued, with all the sections attached.
11. In Bids where Consortiums and Joint Ventures are involved, an agreement endorsed with signatures of all parties involved, must be submitted.
12. The City of Johannesburg does not take any Responsibilities for Bids/Proposals dropped into the wrong box.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

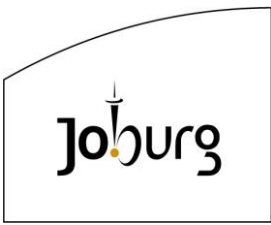
ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS)

FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS WILL DISQUALIFY THE BID

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CITY OF JOHANNESBURG

Bids/Proposals are invited for:

BID / PROPOSAL	DESCRIPTION	BRIEFING SESSION DATE & TIME	BRIEFING SESSION VENUE	TECHNICAL ENQUIRIES	DOCUMENT PRICE	CLOSING DATE & TIME	EVALUATION CRITERIA
583/19	Appointment of the service provider to supply and deliver GIS enterprise license agreement, technical support, development and GIS training for the city of Johannesburg for a period of three (3) years.	Compulsory Briefing session 18 October 2019 10:00 am	Planning boardroom, metro centre, A block, 8 th floor 158 Civic Boulevard, Braamfontein Johannesburg	Mr D Naidoo cgistender@joburg.org.za	R100 when collecting from CoJ alternatively can be downloaded for free from www.etenders.gov.za	11 November 2019 10:30	Functionality and 80/20 Points system

- Bids will be evaluated in terms of the above **stipulated** preference point system in line with Preferential Procurement Regulations 2017
- Bidders are required to, together with their Bids/Proposals submit original and valid **BBB-EE** Status Level Verification Certificates or certified copies thereof to substantiate their **BBB-EE** rating claims. Bidders who do not submit their **BBB-EE** Status Level Verification Certificates **will not be** disqualified from the bidding process however they will score zero (0) out of maximum points allocated respectively for **BBB-EE**.
- Hard copies** of the abovementioned Proposal will be available from **11 October 2019** at a non-refundable amount as stated above per document and are obtainable at Supply Chain Management Unit: Help desk, 15th floor Metropolitan Centre, 158 Civic Boulevard Street, Braamfontein. Amounts are payable at the Cashiers at the 8th floor and at New Metro Link and (between **08.00** and **15.00**) Phone numbers 407-6297/ 407-6342 between (**8.00** and **15.00**).
- Copies of the abovementioned Bids/Proposal can also be downloaded on the National Treasury website at www.etenders.gov.za.
- BID/PROPOSAL SUBMISSIONS MUST BE IN THE ORIGINAL, AND MUST INCLUDE ALL INFORMATION AS REQUESTED IN THE BID/PROPOSAL DOCUMENT**
- Sealed Bids/Proposals marked with the Bid/Proposal number and addressed to the Municipal Manager, City of Johannesburg must be deposited in to tender box at the main entrance, ground floor, Main Administration Building, Metropolitan Centre, 158 Civic Boulevard, Braamfontein **not later than 10:30am on the closing date stated above.**
- ANY BID/PROPOSAL RECEIVED AFTER 10:30 AM WILL NOT BE ACCEPTED.**
- The prescribed reading of Bidders names will commence in public in the vestibule (Main Entrance) Ground Floor Main Admin Building, Metropolitan Centre.
- NO TELEGRAPHIC, TELEPHONIC, E-MAIL AND FACSIMILE BIDS/PROPOSALS WILL BE ACCEPTED**
- NB: It is the prospective bidders' responsibility to obtain documents in time so as to ensure responses reach the City of Johannesburg timeously.**
- The City of Johannesburg reserves the right to cancel or withdraw any item published on this day.**

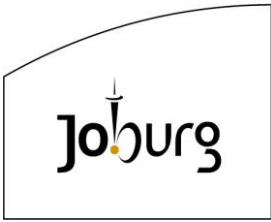
CITY MANAGER

ADVERT NO

ADVERTISE IN:

The Citizen
The Sowetan
The Business Day
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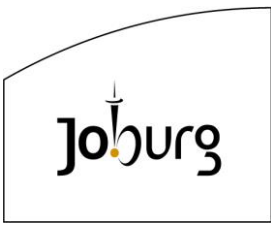
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SECTION 1

BID REQUIREMENTS

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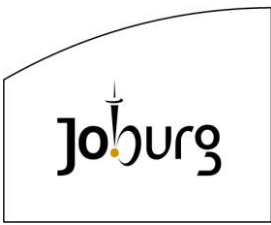


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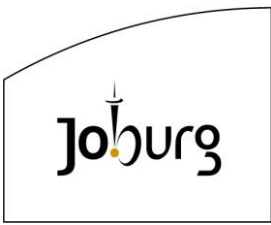


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TERMINOLOGY

Abbreviation	Meaning
Data Quality	<i>Data quality refers to the usability of data. Data is often referred to as being of high quality if it is fit for its intended uses in operations, decision-making and planning. Alternatively, the data is deemed of high quality if it correctly represents the real-world construct to which it refers. These two views can sometimes conflict, even when referring to the same set of data used for the same purpose.</i>
Database	<i>An entity relationship diagram is a data modeling technique that creates a graphical representation of the entities, and the relationships between entities, within an information system. A Computer Database is a structured collection of records or data that is stored in a computer system. The structure is achieved by organizing the data according to a database model. The model in most common use today is the relational model.</i>
ELA	<i>Enterprise License Agreement</i>
Function	<i>An action, which is dependent on another action. A result.</i>
GICT	<i>Group Information and Communication Technology, previously known as OCIO</i>
GSSCM	<i>Group Strategic Supply Chain Management</i>
CGIS	<i>Corporate Geo-Informatics Directorate</i>
GIS	<i>Geographical Information System</i>
GV	<i>General Valuation</i>
IIOC	<i>Integrated Intelligent Operation Centre</i>
Integration	<i>The way components of a system work together towards a common goal.</i>
Interface	<i>The means by which one component interacts with another.</i>
IT	<i>Information Technology</i>
LIS	<i>Land Information System</i>
LUM	<i>Land Use Management module</i>

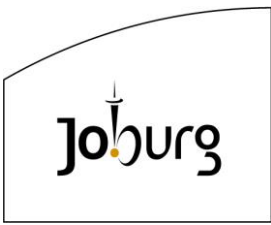
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Abbreviation	Meaning
MEs	<i>Municipal Entities</i>
MSCOA	<i>Municipal Standard Chart of Accounts</i>
OCIO	<i>Office of the Chief Information Officer</i>
OEM	<i>Original Equipment Manufacturer certification</i>
Process	<i>The collection of actions taken to convert an input into a value-added output.</i>
PVC	<i>Property Value Chain</i>
ReFX	<i>Flexible Real Estate Management module</i>
SG	<i>Surveyor General. National Legal Authority for Surveying of Land which regulates cadastral surveys in the provinces</i>
Spatial	<i>A method for capturing, storing, checking, integrating, manipulating, analyzing and displaying data related to positions on the Earth's surface.</i>
SQL	<i>SQL is a standard interactive and programming language for querying and modifying data and managing databases.</i>
System	<i>A collection of components working together towards a common goal.</i>

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1. BACKGROUND

The City of Johannesburg supports the continuation of an enterprise spatial environment as it results in the better utilization of its GIS investment and spatial data, improves productivity through automated workflow, integrates disparate data sets and improves collaboration, communication, reporting and decision-making for integrated planning and spatial analysis.

Corporate Geo-Informatics (CGIS) has entered into 3-year GIS license maintenance, support and development contracts since 2004. During this period it has become evident that a three-year contract provides continuity as well as streamlines the supply chain process for GIS related projects. The previous Enterprise License Agreement (ELA) contract has ended on 30 April 2018 and a new contract needs to be entered into. To manage the risk to the City, a 12 month contract has been secured [1 January 2019 – 31 December 2019] while going out on an open tender process for a 3-year contract.

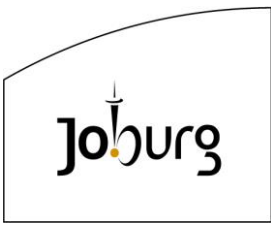
The Directorate Corporate Geo-Informatics (CGIS) is to commence with a competitive bidding tender process in terms of Regulation 26(1)(b) of the Municipal Supply Chain Management Regulations for the appointment of service provider for “an agreement for GIS Enterprise License-, Technical Support-, Development- and GIS training for the City of Johannesburg for a period of three (3) years.”

The contract which Corporate Geo-Informatics intends establishing through a competitive bid process for the period of the 3 years is as follows:

Annual GIS License Agreement for CGIS, MEs and GIS user departments including Enterprise Architecture, Enterprise Technical software Support and Development for customized GIS core applications, Database and Online Website GIS Training on formal GIS Certified Training Courses.

The Municipal environment is complex and multidisciplinary but at the same time Municipal management requires integrated information to allow ongoing, integrated assessment of

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what is happening where and when. Furthermore city-wide integrated information is a MSCOA requirement.

GIS is essential to bring all sources of information together on an Enterprise level to enable continuous implementation, monitoring and reporting of the operations, and the governance of the administration. GIS is key to achieving strategic business objectives. GIS is a critical building block and enabler for Municipalities.

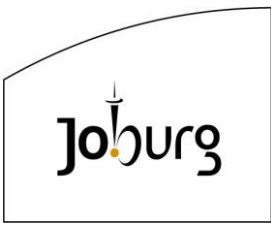
Enterprise GIS is already playing a major role as an enabler to the City of Johannesburg’s Business Units (Departments, Directorates and Municipal Entities). The GIS platform and related technology is helping to manage the City’s core information, impacting on development planning, emergency management services and revenue collection to name but a few.

Taking the current status into consideration, it would be in the City’s interest to continue with an agreement for GIS Enterprise License-, Technical Support-, Development- and GIS training for the City of Johannesburg for a period of three (3) years, where “enterprise” is defined as the City including the MEs and to allow for growth in the number of GIS licenses across the City and its MEs. This three (3) year agreement will realize the continued benefits of economy of scale in terms of license fees and training, unlimited access to GIS software licenses, provision for additional new software and upgrades, known license costing forecast as well as the procurement process benefits of three-year contract.

The COJ GIS user departments and relevant MEs were consulted:

ME / Department	ME / Department
Citizens Relationship & Urban Management: Region F	Joburg Property Company (JPC)
City Parks & Zoo	Johannesburg Metropolitan Police Department
City Power	Johannesburg Roads Agency (JRA)

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ME / Department	ME / Department
City Transformation	Johannesburg Water
Community Development	Office of the City Manager: Region F
Corporate Geo-Informatics (CGIS)	Pikitup
Economic Development	Public Safety
Environment & Infrastructure Services	Social Development
Group Strategy, Policy, Co-ordination and Relations	Transportation
Housing	

Furthermore, significant potential exists to apply GIS in additional functional areas in the City.

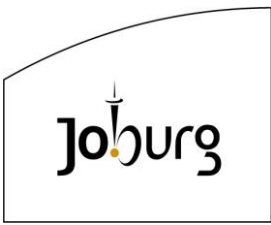
2. SCOPE OF WORK

The three (3) year agreement for the City allows for quick response to changes in the environment and should include:

- a lower cost-per-unit for licensed software specified;
- maintenance of existing GIS software products;
- flexibility to deploy software products when and where needed across the City and its MEs;
- unlimited access to GIS desktop products and extensions, GIS Server based products and extensions;
- access to local and international GIS Specialists for Technical Advisory time;
- discounted GIS training courses;

Specialized technical support and development is required in order to ensure a continued high level professional GIS service and ongoing development of the City’s enterprise GIS environment. Specific developments in the City’s spatial environment to be taken into account for the contract include:

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- **SAP business transformation project**

The City of Johannesburg's SAP business transformation project has commenced and is scheduled to be completed in 2019. The integration layer between SAP S/4 and GIS has already been procured by GICT as part of the City's upgrade vision. The integration with SAP through the SAP LUM and RE/Fx modules is included in the aforementioned vision with GIS as foundation. The integration will enable high level integration between the Land Information System (LIS) and SAP at those stages of the Property Value Chain (PVC) that impact on the billing process.

GIS integration with SAP has been tried and tested using this software in the City of Cape Town.

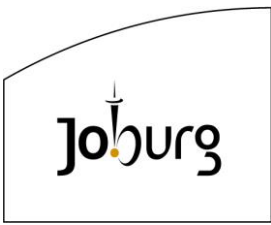
- **Valuation Roll 2018 and 2022 (GV 2018 & GV 2022)**

The GIS software is embedded in core systems of the City e.g. the Property Value Chain (PVC / LIS), including the City's Valuation Roll. The implementation of the new 2022 GV Roll is dependent on the GIS. Objections and appeals on the GV 2018 roll also need to be resolved and new registered properties also need to be addressed in the new Supplementary Valuation Roll going forward. If a property is not on the GIS it cannot be valued or billed. Should there be any downtime in the GIS this will have a severe impact on the City's revenue collection.

- **Land Information System (LIS), Property Value Chain (PVC), Revenue collection and SAP Integration**

Corporate Geo-Informatics currently serves various GIS services and datasets to Council Departments and the public via a wide range of Enterprise GIS software, DB2 and SQL databases.

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With the development of the LIS (Land Information System) implemented in May 2006, the GIS service that Corporate Geo-Informatics provides has become mission critical to the various departments in the City of Johannesburg's Property Value Chain, i.e. Valuations, Land-Use Development Management, Building Control, Rates & Taxes and Revenue. The integration of LIS with the City's billing system (SAP ISU and SAP CRM) is essential, as is seamless, geo-enabled reporting or business intelligence across the two systems.

Due to property related user requirements the demand for system enhancement and development related to the LIS, including workflow and document management, will be substantial during the next three years. Furthermore preparation for the implementation of the Landuse Management (LUM) and Real Estate (ReFx) modules of SAP as well as an integrator/mediator will be required.

- MSCOA compliance

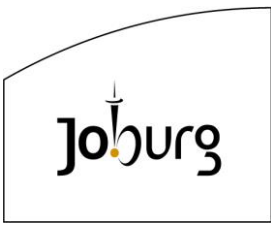
The Gazette requires municipalities and municipal owned entities to implement the Standard Chart of Accounts by 1 July 2017. The objective of these Regulations is to provide for a national standard for the uniform recording and classification of municipal budgets and financial information at a transaction level by prescribing a standard chart of accounts for municipalities and municipal owned entities.

- Smart City initiative

Future economic growth will be predominantly centred around cities. It therefore becomes crucial to understand cities in order to prepare for the challenges that will arise from increasing urbanisation. Spatial Information, technology and analysis plays a crucial role in understanding the City of Johannesburg and thus in supporting of the Smart City initiative.

3D Building models have been generated during 2012 for key focus areas in the City (Johannesburg CBD, Midrand CBD, Sandton CBD, Roodepoort CBD, Randburg CBD, Jabulani, Baralink and non residential zoned areas) to facilitate decision making /

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APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

development proposals within the development corridors. Further 3D models and analysis are required for the whole city, including the Transit Orientated Development (TOD).

The City has prioritized the implementation of an Integrated Intelligent Operation Centre (IIOC) for the City of Johannesburg as part of the Smart City Flagship. The I²OC is a 'state of the art' data analytical centre intended to help the City's management with better decision making and to provide a 360° view on strategic and operational issues through effective information gathering, processing, and efficient dissemination of intelligent information. Furthermore, the I²OC will be using the GIS platform as foundation for location-based analysis, monitoring and reporting.

- Intranet- and Internet map viewers

In order to establish the City of Johannesburg as a 'world class African city', spatial information needs to be available and accessible to internal- and external clients. Over a period of 8 years the Corporate Geo-Informatics (CGIS) Directorate has developed an Internal- and external map viewer to provide access to the Cities spatial information.

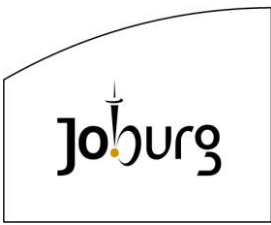
The first customised Intranet map viewer was launched in 2002 and was extended to external clients in 2004 via the City's eServices website. In 2005 both map viewers were replaced, using ArcIMS technology, which extended the content and functionality of the viewers. Within a short period of time the online mapping service gained popularity and became a popular method of obtaining spatial information and maps quickly and efficiently.

Due to constant improvements in GIS based internet mapping solutions, the existing Internet Map Server technology has been replaced with GIS Server. The existing map viewer has subsequently been re-developed and will be deployed once the new server infrastructure is in place. Continuous alignment to new technology is required.

- Dynamic software environment

The current outdated Internet Map Server map viewer architecture is only compatible with Microsoft Internet Explorer version 6 (and above). To accommodate the latest internet

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browsers (e.g. Mozilla FireFox and Google Chrome) development has already commenced to re-deploy the current viewer using GIS Server technology.

In order to utilize the latest functionality GIS Server has to offer, all desktop- / server software has to be upgraded. The Corporate Geo-Informatics Directorate (as is the case with the City’s GIS user Departments) has many GIS software products (refer to Table 1 below) that are utilized on a daily basis. To function optimally, a new three (3) year agreement needs to be in place to cater for:

- Annual software license maintenance,
- Annual specialised technical support,
- Annual development support for GIS Server, GIS desktop, customized applications and website maintenance / support,
- Annual customized training.

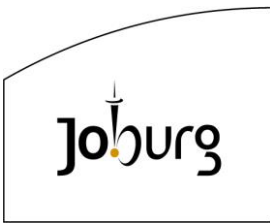
Note: New software licences may be purchased during the course of the three (3) year agreement period which will affect the subsequent yearly maintenance calculations. Also included in this agreement is to add new client(s) during the duration of the 3 year contract as and when the need arises.

Table 1: COJ GIS Licenses

Corporate Geo-Informatics (CGIS)

Software Licenses	Qty
3D Analysis Toolset	1
Data Quality and Integrity Toolset for Desktop GIS	1
Desktop GIS - Advanced	6
Desktop GIS - Intermediate	24
Enterprise Web GIS - Advanced	5
Enterprise Web GIS (200 Identity Users)	1

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BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

Software Licenses	Qty
Enterprise Web GIS GeoEvent Processor	1
Enterprise Web GIS Image Server	5
Enterprise Web GIS Network Analyst Toolset	4
Enterprise Web GIS Server – Basic	2
Enterprise Web GIS Workflow Toolset	5
Geostatistical Analysis Toolset for Desktop GIS	1
Imagery analysis & raster conversion Toolset	1
Network Analysis Toolset for Desktop GIS	1
Professional Map Production Toolset for Desktop GIS	1
Publisher Toolset for Desktop GIS	1
Spatial Analysis Toolset for Desktop GIS	1
Tracking Analysis Toolset for Desktop GIS	1
Workflow Toolset for Desktop GIS	26

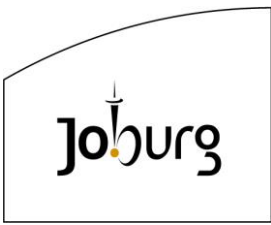
Pikitup

Software Licenses	Qty
Desktop GIS – Advanced	1
Enterprise Web GIS Server - Standard	1
Network Analysis Toolset for Desktop GIS	1
Spatial Analysis Toolset for Desktop GIS	1

Johannesburg Roads Agency

Software Licenses	Qty
Collaboration Web Toolset	1
Desktop GIS - Advanced	1
Desktop GIS - Basic	1
Desktop GIS - ETL Toolset	1
Desktop GIS - Professional	2
Enterprise Web GIS 3D Analysis Toolset	1

INITIAL



BID NO: 583/19

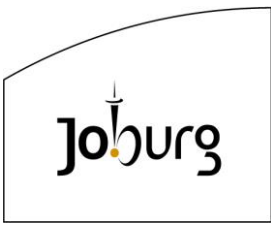
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Software Licenses	Qty
Enterprise Web GIS ETL Toolset	1
Enterprise Web GIS GeoEvent Processor	1
Enterprise Web GIS (200 Identity Users)	1
Enterprise Web GIS Network Analysis Toolset	1
Enterprise Web GIS Server – Advanced	1
Enterprise Web GIS Spatial Analysis Toolset	1
Enterprise Web GIS Workflow Toolset	1
Professional Map Production Toolset for Desktop GIS	1
Professional Toolset to build and configure web mapping applications	1
Urban Design Solution	1

City Power

Software Licenses	Qty
3D Analysis Toolset	1
Collaboration Web Toolset	1
Desktop GIS - Advanced	2
Desktop GIS - Standard	5
Enterprise Web GIS (200 Identity Users)	1
Enterprise Web GIS Image Server	1
Enterprise Web GIS Server - Advanced	1
Enterprise Web GIS Workflow Toolset	1
Network Analysis Toolset for Desktop GIS	1
Schematic View for Desktop GIS	2
Workflow Toolset for Desktop GIS	1

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Johannesburg City Parks & Zoo

Software Licenses	Qty
3D Analysis Toolset	1
Desktop GIS - Professional	4
Mobile Field Mapping and Data Collection Tool	2

Public Safety

Software Licenses	Qty
3D Analysis Toolset	1
Desktop GIS – Intermediate	2
Geostatistical Analysis Toolset for Desktop GIS	1
Network Analysis Toolset for Desktop GIS	1
Publisher Toolset for Desktop GIS	1
Spatial Analysis Toolset for Desktop GIS	1

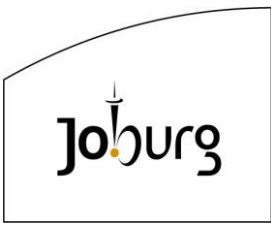
City Transformation

Software Licenses	Qty
3D Analysis Toolset	1
Business Analyst Toolset	1
Desktop GIS - Basic	8
Network Analysis Toolset for Desktop GIS	1
Spatial Analysis Toolset for Desktop GIS	1
Urban Design Solution	1

Citizens Relationship & Urban Management: Region F

Software Licenses	Qty
3D Analysis Toolset	2
Desktop GIS – Basic	1

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Software Licenses	Qty
Desktop GIS – Intermediate	1
Mobile Field Mapping and Data Collection Tool	1
Spatial Analysis Toolset for Desktop GIS	2

Transportation

Software Licenses	Qty
Desktop GIS – Intermediate	1
Enterprise Web GIS Server - Basic	1
Enterprise Web GIS (2 Identity Users)	1
Network Analysis Toolset for Desktop GIS	1
Spatial ETL Toolset for Desktop GIS	1
Workflow Toolset for Desktop GIS	1

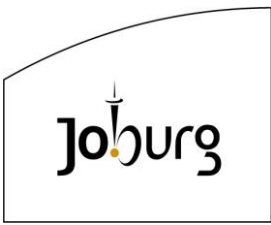
Environment & Infrastructure Services

Software Licenses	Qty
Desktop GIS – Basic	3
Desktop GIS – Intermediate	1

Johannesburg Property Company

Software Licenses	Qty
Desktop GIS - Intermediate	2
Enterprise Web GIS (10 Identity Users)	1
Enterprise Web GIS Server - Advanced	1
Network Analysis Toolset for Desktop GIS	1
Spatial Analysis Toolset for Desktop GIS	1

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Johannesburg Metropolitan Police Department

Software Licenses	Qty
Desktop GIS – Basic	1

Johannesburg Water

Software Licenses	Qty
Desktop GIS – Basic	5

Office of the City Manager: Region F

Software Licenses	Qty
Desktop GIS – Basic	1

3. CONTRACT PERIOD

The contract starts on appointment of the Service Provider for a 3-year period. Licenses are payable by COJ on an annual basis for the 3-year period.

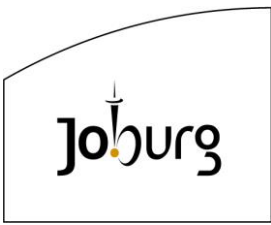
4. TERMINATION OF CONTRACT

Corporate Geo-Informatics reserves the right to terminate the contract by giving one month’s written notice to this effect.

5. SUB-CONTRACTING

In line with the SMME policy it is encouraged that the Service Provider enters into Sub-contracting with SMME companies. The Service Provider will be required to demonstrate how they cater for SMME contracting.

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6. BID DOCUMENTATION

Please submit 1 original and a copy.

7. AWARD

City of Johannesburg reserves the right to award components of this bid to different service providers.

8. SOFTWARE UPDATE(S)

New version updates or software releases to be made available to COJ within 10 working days of service provider announcing the release of the update or new version. The software or version release can be supplied through a “cloud portal” or flash drive if required or direct access is granted to download it. DVD disk will be required when media delivered to COJ.

9. TRAINING CENTRE LOCATIONS

The appointed service provider is required to have the training center within the COJ municipal jurisdiction area or within one hour’s travel time.

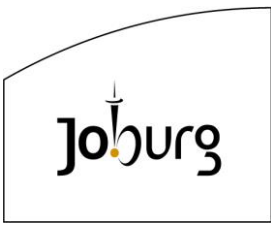
10. TECHNICAL SPECIFICATIONS

A three (3) year agreement for GIS Enterprise License, technical support, development and GIS training is required for continued annual GIS software license maintenance, specialised technical support, development and GIS training for COJ. This will ensure a world class, professional GIS service, enterprise spatial environment and sustainable access to spatial information for internal as well as external customers.

The technical support will entail:

- Call logging system for support with severity turnaround times.

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- Responding to errors related to the Intranet and Internet websites reported by users.
- Responding to problems logged by users on behalf of clients.
- Software related queries.
- Errors on customized GIS applications.
- Database related queries.

Table 2:

Turnaround Time - Technical Support	
Severity	Support Type
Sev 1 : 1 hour	Licensing, support
Sev 2 >1 - 4 hours	Local, International Technical support via email or telephone
Sev 3 : >4 – 8 hours	Mutually agreed between Service Provider and business

The development will entail:

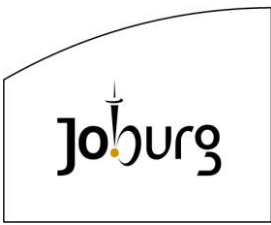
- Call logging system for development.
- Preparing project estimates (time and cost) for all GIS-related development including the Intranet and Internet websites based on the tendered hourly rates.
- Completing development testing and implementation according to project schedules.
- Working in conjunction with the appointed GICT service providers.
- New and Enhanced customized GIS applications.
- Database development.
- Spatially related LIS conversion to LUM and Real Estate (ReFx) modules.
- All source code and documented manuals to be supplied with each development.

The training will entail:

- Call logging system for training.
- GIS Training by authorized trainer(s) to present their course material.
- Training at a formal learning centre.

Table 3:

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GIS Training
Number of Learners
1 to 5 learners
6 to 10 learners
Greater than 10 learners

11. PROPOSED EVALUATION METHODOLOGY

Proposals will firstly be evaluated in terms of Functionality and then in respect of the Preferential Procurement Policy Framework Act using the 80:20 points system.

Only bidders who score more than 70 points on Functionality in total will be able to proceed to be Second stage.

The First stage will be the evaluation of bids on functionality. During this stage bids that do not meet the minimum threshold (70) shall be disqualified and will not be considered for further evaluation.

The Second stage of the evaluation will be on 80:20 principle, where 80 points are for price and 20 points are for B-BBEE.

a. STAGE 1: EVALUATION ON FUNCTIONALITY

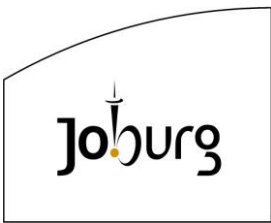
A total of 100 points is allocated for Stage 1.

A bid that scores less than 70 points out of 100 for Stage 1 shall be regarded as non-responsive.

Any bidder who fails to meet this minimum requirement shall be deemed non-responsive and eliminated from any further evaluation.

This information will be used for evaluation prior to the pricing and B-BBEE preference point's evaluation.

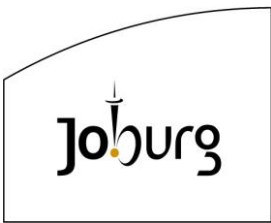
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PROPOSED FUNCTIONALITY CRITERIA			
Criteria application	Guidelines	Points	Total Points
Staff Skills and Capacity	Proof of project team registered with the South African Geomatics Council (SAGC):	3 points	66
	≥1 person : Professional registration (1 point)		
	≥1 person : Technologist registration (1 point)		
	≥1 person : Technician registration (1 point)		
	Proof to support all desktop GIS professional and enterprise products, i.e.	20 points	
	Internet Map Server (4 points)		
	Imagery analysis & raster conversions (4 points)		
Managing geospatial data within relational databases (4 points)			
Data manipulation, editing and analysis (4points)			
Creating, managing GIS web services, applications and data (4 points)			

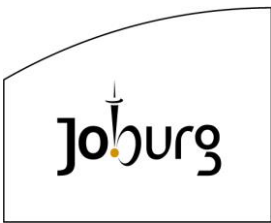
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PROPOSED FUNCTIONALITY CRITERIA			
Criteria application	Guidelines	Points	Total Points
	Proof of GIS Integration with SAP <u>in Local Government</u> (Bidder's client confirmation on company letterhead)	10 points	
	Proof of project team experience in: Microsoft .NET v 4.0 (Visual Studio 2010)	1 point	
	Proof of project team experience in: Landuse Management (LUM) & Real Estate (ReFx) Spatial implementation	4 points	
	Proof of Service Orientated Architecture (SOA) certification for an Enterprise Environment	4 points	
	Proof of South African Geomatics Council (SAGC) governing body granting permission to issue Continual Professional Development (CPD) points for attendance in:		
	<ul style="list-style-type: none"> ▪ Seminars (2 points) ▪ GIS training (2 points) 	4 points	
	Proof of GIS certified trainer(s)		
	1-2 trainers (2 points)	5 points	
	>2-5 trainers (4 points)		
	>5 trainers (5 points)		

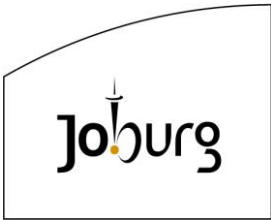
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PROPOSED FUNCTIONALITY CRITERIA			
Criteria application	Guidelines	Points	Total Points
Infrastructure	Proof of certification as a GIS distributor.	2 points	24
	Proof of annual subscriptions to a developer network.	2 points	
	Proof of annual GIS Online Organizational subscription.	2 points	
	Proof of Microsoft SQL Server development / test environment in the company (hardware).	6 points	
	Proof of GIS software environment in Company.	2 points	
	Proof of MSCOA compliant project development (2 or more projects with contactable references).	2 points	
	Proof of free online GIS training courses.	2 points	
	Proof of training venue capacity (Refer to Table 3, page 11) (Venue within one hour's travel time from CoJ Metro Centre)	6 points	
	1-5 learners (individual computers) (2 points)		
	6-10 learners (individual computers) (4 points)		
	>10 learners (individual computers) (6 points)		

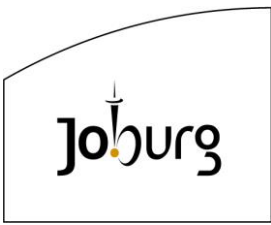
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PROPOSED FUNCTIONALITY CRITERIA			
Criteria application	Guidelines	Points	Total Points
Company Experience	Enterprise GIS projects successfully completed > 1 year		
	1 Project and 1 contactable reference (1 point)	(1	
	2 Projects and 2 contactable references (2 points)	(2	
	3 Projects and 3 contactable references (3 points)	(3	
	4 Projects and 4 contactable references (4 points)	(4	
	5 Projects and 5 contactable references (5 points)	(5	10 points
	6 Projects and 6 contactable references (6 points)	(6	
	7 Projects and 7 contactable references (7 points)	(7	
	8 Projects and 8 contactable references (8 points)	(8	
	9 Projects and 9 contactable references (9 points)	(9	
	10 Projects and 10 contactable references (10 points)	(10	
Total			100

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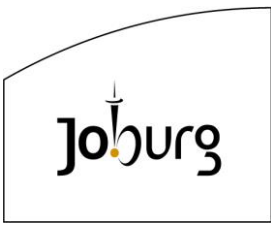
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b. STAGE 2: PRICE & PREFERENTIAL PROCUREMENT

The Stage 2 of evaluation will be on the 80:20 preference points system: 80 Points for price 20 and points for B-BBEE status, based on the preferential procurement policy framework act (Act 5 of 2000) and Black Empowerment Act (Act 53 of 2003).

EVALUATION CRITERIA		
Criteria application	Guidelines	Points
Price		80
B-BBEE status	Number of points	20
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	
Total Points		100

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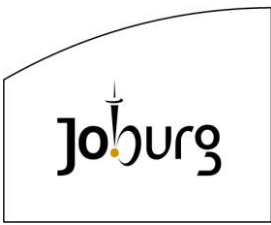
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12. RETURNABLE DOCUMENTS

Tender submission to include:

- 12.1 SARS one time pin for Tender purposes.
- 12.2 The latest audited financial statements for the last three (3) years or independently reviewed financial statements.
- 12.3 Valid original B-BBEE certificate (OR certified copy OR sworn affidavit).
- 12.4 Municipal rates and taxes for company and all directors not in arrears for more than 90 days OR sworn affidavit OR valid lease agreement; not older than three (3) months OR acknowledgement of debt letter.
- 12.5 Completed and signed pricing schedule.
- 12.6 Completed and signed declaration for state on municipal accounts.
- 12.7 Completed and signed MBD forms: MBD1, MBD3.2, MBD4, MBD5, MBD6.1, MBD8 and MBD9.
- 12.8 Central Supplier Database (CSD) proof of registration report or MAAA number.
- 12.9 Fully completed and signed form of bid.
- 12.10 Annual subscriptions to a Developer network.
- 12.11 Online training courses.
- 12.12 Access to GIS Specialist(s) for Technical Advisory time for COJ: 100 hours per annum.
- 12.13 Software license maintenance exchange rate calculations.
- 12.14 Proof of current experience supporting Municipal Enterprise GIS sites in South Africa.
- 12.15 Proof of certification as a GIS distributor.
- 12.16 Proof of qualification to support all desktop professional and enterprise products.
- 12.17 A complete list of certified staff that can support and provide ongoing development of a large Municipal Enterprise GIS Environment (list project team on company letterhead).
- 12.18 Proof of industry related experience and formal qualifications and other related disciplines of the project team that will be working on this project.
- 12.19 Proof of experience in DB2 and SQL support.

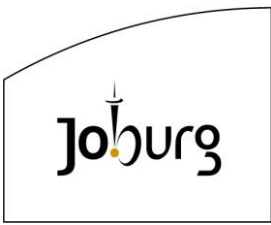
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- 12.20 Proof of Microsoft SQL support Original Equipment Manufacturer (OEM) Certification.**
- 12.21 Proof of experience in number of years:**
- a. Application Programme Interface (API) for GIS Server (Microsoft Silverlight v 4.0, IIS, HTML 5.0, JavaScript, Dojo, JQuery).**
 - b. Microsoft .NET v 4.0 (Visual Studio 2010).**
 - c. Land Use Management (LUM) & Real Estate (ReFx) Spatial implementation.**
- 12.22 Proof of architecture design support for an Enterprise System.**
- 12.23 Proof of SAP and GIS Integration expertise within the bidder's organization, listing at which client/s the integration was successfully implemented.**
- 12.24 Submit list of similar / related tenders successfully completed.**
- 12.25 Proof of server development environment in the company.**
- 12.26 Proof of GIS software environment in the company.**
- 12.27 Technical support - Submit Turnaround in line with City Specifications. (Table 2, Page 11)**
- 12.28 The Service Provider is to maintain detailed timesheets for licenses, support, development and GIS training submitted to CGIS on a monthly basis for verification and sign off before any payment is initiated.**
- 12.29 Terms of engagement stating the detailed conditions of the contract including:**
- a. Call logging website for COJ with turnaround times and defining this process in detail.**
 - b. The support and development rates.**
 - c. Any envisaged annual increase for support/development hours.**
 - d. Business hour and after hour rates for support and development.**
 - e. License maintenance rates with totals. The software license maintenance schedule should include the software product name and license quantity / seats to be deployed.**
 - f. Project meeting rates.**
 - g. Training rates.**
 - h. GIS Online Organizational subscription rates.**

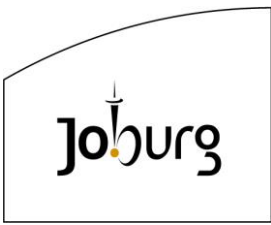
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- i. The process of logging support calls.
 - j. Monthly reports for each category of calls for GIS licenses, support, development and GIS training. All reports to be generated with strict guidelines please communicate these guidelines.
 - k. The support call response times.
 - l. The GIS license / support / development / training account manager.
- 12.30 International User Conference registrations.
- 12.31 Proof of GIS training centre to train more than 5 learners on individual computers.
- 12.32 Proof of South African Geomatics Council (SAGC) governing body granting permission to issue Continual Professional Development (CPD) points for attendance in seminars, workshops and GIS training.
- 12.33 Proof of South African Geomatics Council (SAGC) registration, no fewer than 3 SAGC registered team members.
- 12.34 Proof of GIS Certified Trainers.
- a. 1-2 trainers
 - b. 3-5 trainers
 - c. >5 trainers
- 12.35 The appointed service provider is required to have the training centre within the COJ municipal jurisdiction area or within one hour's travel time from CoJ Metro Centre.

INITIAL



APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

13. PRICING SCHEDULE

a. Note: All line items in the tables below must be quoted upon

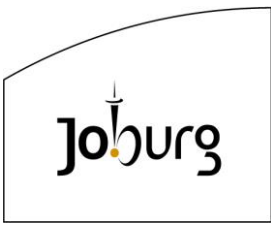
A) Support Rates

		Hourly rate incl. Vat	% Annual Increase Year 2 incl. VAT	% Annual Increase Year 3 incl. VAT
1	Technical support – business hours			
2	Technical support – after hours			
3	International Technical support			

B) Development rates

		Hourly rate incl. Vat	% Annual Increase Year 2 incl. VAT	% Annual Increase Year 3 incl. VAT
1	Project meetings rate			
2	Development rate – business hours			
3	Development rate – after hours			
4	International Technical development			

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APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

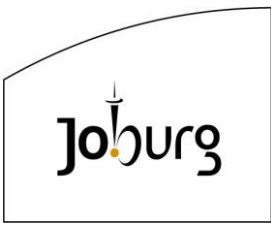
C) Project Management rates

		Hourly rate incl. Vat	% Annual Increase Year 2 incl. VAT	% Annual Increase Year 3 incl. VAT
1	Project Management – business hours			
2	Project Management – after hours			

D) Subscriptions to Developer Network, GIS Online Organizational subscription, online training

1	Number of annual subscriptions to the Developer Network	Total Qty for Year 1	Total Qty for Year 2	Total Qty for Year 3
2	GIS Online Organization Plan	Service credits included and number of users and unit price for Year 1	Service credits included and number of users and unit price for Year 2	Service credits included and number of users and unit price for Year 3
3	GIS Online Training (User Access)	Total Qty for Year 1	Total Qty for Year 2	Total Qty for Year 3

INITIAL



APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

E) Software License Maintenance Rates

The tables below list existing software. However, due to growth in the organization and changes in technologies, during the 3 year period of this contract the following will apply:

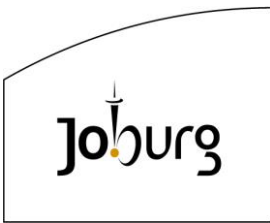
- There may be new supported software and license purchases.
- There may be software and license upgrades of existing products and as a result names of software and licenses may change.
- Any new purchases of GIS software and GIS supported software, existing and new license upgrades will be added to the existing maintenance contract list as and when required.
- The software maintenance schedule will be revised accordingly and should include the software product name and license quantity/seats to be deployed.

Table 1: Existing COJ GIS Licenses

Corporate Geo-Informatics (CGIS)

Software Licenses	Quantity	Unit Price incl. VAT
3D Analysis Toolset	1	
Data Quality and Integrity Toolset for Desktop GIS	1	
Desktop GIS - Advanced	6	
Desktop GIS - Intermediate	24	
Enterprise Web GIS - Advanced	5	
Enterprise Web GIS (200 Identity Users)	1	
Enterprise Web GIS GeoEvent Processor	1	
Enterprise Web GIS Image Server	5	
Enterprise Web GIS Network Analyst Toolset	4	
Enterprise Web GIS Server – Basic	2	
Enterprise Web GIS Workflow Toolset	5	
Geostatistical Analysis Toolset for Desktop GIS	1	
Imagery analysis & raster conversion Toolset	1	

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BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

Software Licenses	Quantity	Unit Price incl. VAT
Network Analysis Toolset for Desktop GIS	1	
Professional Map Production Toolset for Desktop GIS	1	
Publisher Toolset for Desktop GIS	1	
Spatial Analysis Toolset for Desktop GIS	1	
Tracking Analysis Toolset for Desktop GIS	1	
Workflow Toolset for Desktop GIS	26	
Total incl. VAT		

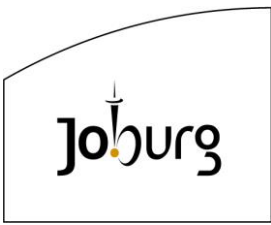
Pikitup

Software Licenses	Quantity	Unit Price incl. VAT
Desktop GIS – Advanced	1	
Enterprise Web GIS Server - Standard	1	
Network Analysis Toolset for Desktop GIS	1	
Spatial Analysis Toolset for Desktop GIS	1	
Total incl. VAT		

Johannesburg Roads Agency

Software Licenses	Quantity	Unit Price incl. VAT
Collaboration Web Toolset	1	
Desktop GIS - Advanced	1	
Desktop GIS - Basic	1	
Desktop GIS - ETL Toolset	1	
Desktop GIS - Professional	2	
Enterprise Web GIS 3D Analysis Toolset	1	
Enterprise Web GIS ETL Toolset	1	
Enterprise Web GIS GeoEvent Processor	1	
Enterprise Web GIS (200 Identity Users)	1	
Enterprise Web GIS Network Analysis Toolset	1	

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BID NO: 583/19

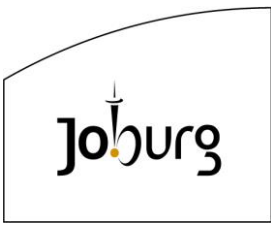
APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

Software Licenses	Quantity	Unit Price incl. VAT
Enterprise Web GIS Server – Advanced	1	
Enterprise Web GIS Spatial Analysis Toolset	1	
Enterprise Web GIS Workflow Toolset	1	
Professional Map Production Toolset for Desktop GIS	1	
Professional Toolset to build and configure web mapping applications	1	
Urban Design Solution	1	

City Power

Software Licenses	Quantity	Unit Price incl. VAT
3D Analysis Toolset	1	
Collaboration Web Toolset	1	
Desktop GIS - Advanced	2	
Desktop GIS - Standard	5	
Enterprise Web GIS (200 Identity Users)	1	
Enterprise Web GIS Image Server	1	
Enterprise Web GIS Server - Advanced	1	
Enterprise Web GIS Workflow Toolset	1	
Network Analysis Toolset for Desktop GIS	1	
Schematic View for Desktop GIS	2	
Workflow Toolset for Desktop GIS	1	
Total incl. VAT		

INITIAL



APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

Johannesburg City Parks & Zoo

Software Licenses	Quantity	Unit Price incl. VAT
Desktop GIS - Professional	4	
3D Analysis Toolset	1	
Mobile Field Mapping and Data Collection Tool	2	
Total incl. VAT		

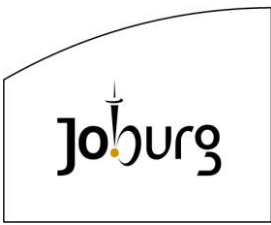
Public Safety

Software Licenses	Quantity	Unit Price incl. VAT
3D Analysis Toolset	1	
Desktop GIS – Intermediate	2	
Geostatistical Analysis Toolset for Desktop GIS	1	
Network Analysis Toolset for Desktop GIS	1	
Publisher Toolset for Desktop GIS	1	
Spatial Analysis Toolset for Desktop GIS	1	
Total incl. VAT		

City Transformation

Software Licenses	Quantity	Unit Price incl. VAT
3D Analysis Toolset	1	
Business Analyst Toolset	1	
Desktop GIS - Basic	8	
Network Analysis Toolset for Desktop GIS	1	
Spatial Analysis Toolset for Desktop GIS	1	
Urban Design Solution	1	
Total incl. VAT		

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APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

Citizens Relationship & Urban Management: Region F

Software Licenses	Quantity	Unit Price incl. VAT
3D Analysis Toolset	2	
Desktop GIS – Basic	1	
Desktop GIS – Intermediate	1	
Mobile Field Mapping and Data Collection Tool	1	
Spatial Analysis Toolset for Desktop GIS	2	
Total incl. VAT		

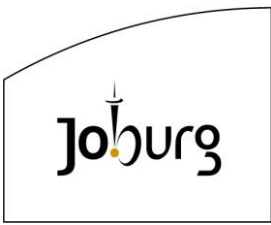
Transportation

Software Licenses	Quantity	Unit Price incl. VAT
Desktop GIS – Intermediate	1	
Enterprise Web GIS Server - Basic	1	
Enterprise Web GIS (2 Identity Users)	1	
Network Analysis Toolset for Desktop GIS	1	
Spatial ETL Toolset for Desktop GIS	1	
Workflow Toolset for Desktop GIS	1	
Total incl. VAT		

Environment & Infrastructure Services

Software Licenses	Quantity	Unit Price incl. VAT
Desktop GIS – Basic	3	
Desktop GIS – Intermediate	1	
Total incl. VAT		

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APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

Johannesburg Property Company

Software Licenses	Quantity	Unit Price incl. VAT
Desktop GIS - Intermediate	2	
Enterprise Web GIS (10 Identity Users)	1	
Enterprise Web GIS Server - Advanced	1	
Network Analysis Toolset for Desktop GIS	1	
Spatial Analysis Toolset for Desktop GIS	1	
Total incl. VAT		

Johannesburg Metropolitan Police Department

Software Licenses	Quantity	Unit Price incl. VAT
Desktop GIS – Basic	1	
Total incl. VAT		

Johannesburg Water

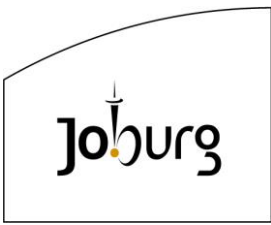
Software Licenses	Quantity	Unit Price incl. VAT
Desktop GIS – Basic	5	
Total incl. VAT		

Office of the City Manager: Region F

Software Licenses	Quantity	Unit Price incl. VAT
Desktop GIS – Basic	1	
Total incl. VAT		

Above quotations should be based on the latest GIS software technology available.

INITIAL



APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

Please complete the table below as follows:

Year 1 : Total license cost (including VAT) for CoJ.

Year 2 and Year 3 : Total license cost (including VAT and escalation) for CoJ.

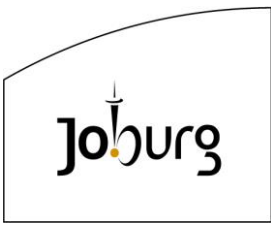
	Year 1	Year 2	Year 3
Total incl. VAT			

14. GIS TRAINING

A) Formal GIS training

1	Training rate - Beginner	Total per day incl. VAT	% Annual Increase Year 2 (incl. VAT)	% Annual Increase Year 3 (incl. VAT)
2	Training rate - Intermediate	Total per day incl. VAT	% Annual Increase Year 2 (incl. VAT)	% Annual Increase Year 3 (incl. VAT)
3	Training rate - Advanced	Total per day incl. VAT	% Annual Increase Year 2 (incl. VAT)	% Annual Increase Year 3 (incl. VAT)

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APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

15. TECHNICAL ADVISORY TIME [100 HOURS PER ANNUM]

	Year 1	Year 2	Year 3
Total incl. VAT			

16. DISQUALIFYING CRITERIA

- a. Non-attendance of compulsory briefing session.

17. FURTHER INFORMATION

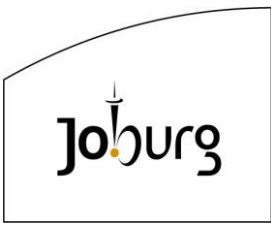
Further information may be obtained from:

Mr. D. Naidoo

Email: cgistender@joburg.org.za

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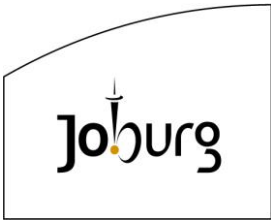


APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

18. SPECIAL CONDITIONS

- a. Any annual increase of the contract must be motivated for in writing by the Service Provider, a month before the anniversary of the commencement date of this contract.
- b. Prices quoted are VAT inclusive and include final totals. Prices will be ratified with SITA if applicable.
- c. State if prices for this contract are fixed or non-fixed. Please elaborate on this to avoid any misunderstanding.
- d. Should the pricing for year 2 and year 3 of this contract be subject to fluctuations in the Rate of Exchange (ROE), all calculations must be submitted in the Bid submission. Please state ROE used in calculations.
- e. Terms of engagement for Technical Support stating the detailed conditions of the contract including: Call logging website for COJ with turnaround times and defining this process in detail. (see table 2, page 11). Will be included in the SLA.
- f. Supported software to be included in this agreement.
- g. COJ reserves the right to purchase from third parties any of its requirements for GIS software not covered by this tender contract.
- h. Quotations should be based on the latest GIS software technology available.
- i. Totals including VAT for Year1, Year 2 and Year 3 listing % annual increase.
- j. The appointed service provider is required to have a training centre within the COJ municipal jurisdiction area or within one hour's travel time. To be confirmed during site visit.

INITIAL



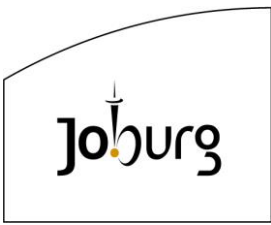
BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

SECTION 2

FORM OF BID/PRICING SCHEDULE

INITIAL



BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

**-1-
FORM OF PROPOSAL AND PROPOSERS INFORMATION**

NB. ANY AND ALL ALTERATIONS TO THE PROPOSAL DOCUMENTS MUST BE SIGNED IN FULL BY THE PROPOSAL'S AUTHORISED SIGNATORY AND AN ACCOMPANYING LETTER FROM THE PROPOSER ON THEIR OFFICIAL LETTERHEAD WILL INDICATE SUCH ALTERATIONS. FAILURE TO OBSERVE THIS WILL DISQUALIFY THE PROPOSAL.

ANY COMPLETION OF THE PROPOSAL DOCUMENT IN PENCIL OR ERASABLE INK WILL NOT BE ACCEPTED AND WILL DISQUALIFY THE PROPOSAL.

I/We the undersigned hereby acknowledge myself/ourselves fully conversant with the Details and conditions set out in the Conditions of Proposal, General Conditions of Proposal, Special Conditions and Technical information and Specification attached and hereby agrees to the City of Johannesburg.

BIDDERS TO FILL IN THE FOLLOWING TABLE

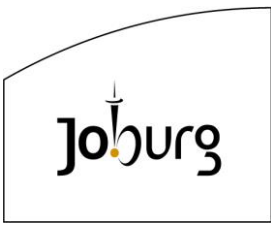
ITEMS	DESCRIPTION	TOTAL AMOUNT
1	APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS	R

Prices include Value Added Tax
Rate of Value Added Tax Ø _____ %
Ø To be inserted by the Proposer

Total points brought forward in respect of BBBEE Verification Level (to be inserted by the Proposer) _____
(If section 4: (Conditions pertaining to BBBEE Verification Certificate) is not submitted NO POINTS pertaining to BBBEE Verification Level shall be awarded).

Name of Proposer (in full): _____

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BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

-2-

FORM OF BID AND BIDDERS INFORMATION (CONTD.)

PROPOSAL PRICE ADJUSTMENT

1. Is this a firm price proposal? _____

The answer to the above question must either be YES/NO

NB: If neither Yes or No is inserted the Bid price will be taken to be firm and no adjustment will be allowed, notwithstanding anything to the contrary elsewhere contained.

2. If the answer to the above question is **No**, Proposers are to provide a detailed Annexure specifying components and percentages of the pricing elements that will fluctuate. An indication should be given of the escalation across the Bid period stipulating base rates that the Bid is premised upon and changes in the subsequent year. Failure to provide details in this regard will invalidate your claim for a Bid price adjustment.

Name of firm (in full) : _____

Company Registration Number : _____

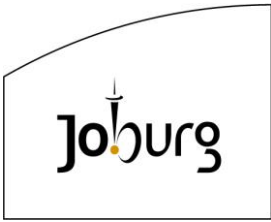
VAT Registration Number : _____

Business address : _____

Postal address : _____

Telephone number : _____

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BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

Name of Bidder (in full) : _____

Fax number : _____

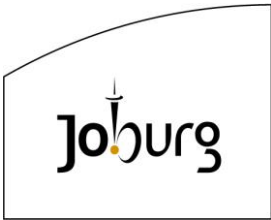
Name of person authorized to sign this Bid : _____
(BLOCK LETTERS)

Signature of person authorized to sign this Bid : _____

Date : _____ 2019

As witness : _____

INITIAL



BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

-----R----- ----- days

-----R----- ----- days

-----R----- ----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----		R.....
-----		R.....
-----		R.....
-----		R.....

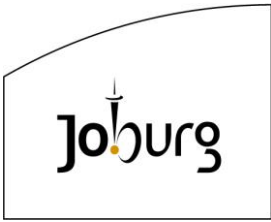
***"all applicable taxes" includes value-added taxes, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----		R.....
-----		R.....
-----		R.....
-----		R.....

TOTAL: R.....

 INITIAL



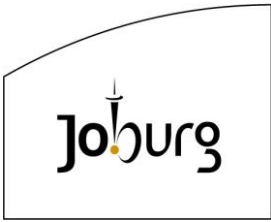
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- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract?
.....*YES/ NO.
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....
.....
.....
.....

*Delete if not applicable

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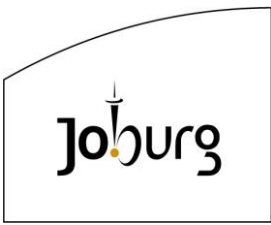
BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

SECTION 3

DECLARATIONS

INITIAL



BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

CITY OF JOHANNESBURG
GROUP FINANCE: STRATEGIC SUPPLY CHAIN MANAGEMENT
DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

A Any bid may be rejected if:

Any municipal rates and taxes or municipal service charges owed by the bidder and any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.

In the case of International companies having South African Agencies and that business premises are leased, proof of lease agreements and / or monthly rental statements must be submitted.

The above will also be applicable for directors of the bidder/s who are leasing residential premises. Where the directors of the bidder/s reside outside the country, this requirement is not applicable.

B Bid Information

i. Name of bidder

.....

ii. Registration Number

.....

iii. Municipality where business is situated

.....

iv. Municipal account number for rates

.....

v. Municipal account number for water and electricity

.....

vi. Names of all directors, their ID numbers and municipal account number.

1.

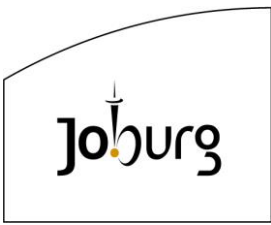
2.

3.

4.

5.

INITIAL



BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

6.

7.

C Documents to be attached.

- i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 months)
- ii. A copy of municipal accounts of all directors mentioned in B (vi) (Not older than 3 months)
- iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

.....

.....

.....

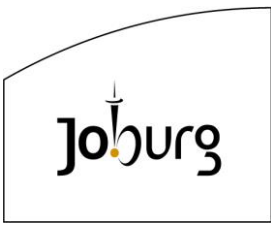
.....

Signature

Date

MBD 4

INITIAL



BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

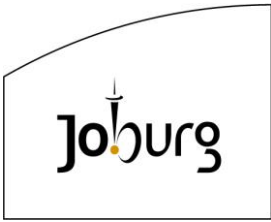
3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of 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);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) An employee of Parliament or a provincial legislature.

INITIAL



APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars

.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES/NO**

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, Principle Shareholders or stakeholders in service of the state? **YES/NO**

3.13.1 If yes, furnish particulars.

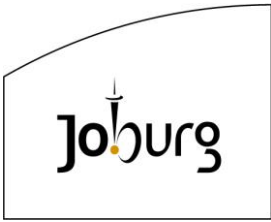
.....
.....

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

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APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? **YES/NO**

1.1 If yes, submit audited annual financial statements for the past Three years or since the date of establishment if established during the past three years.

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES/NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

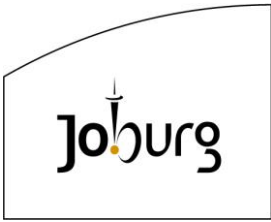
2.2 If yes, provide particulars.

.....
.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES/NO**

3.1 If yes, furnish particulars

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BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

.....
.....

4. Will any portion of goods or services be sourced from outside YES/NO
the Republic, and, if so, what portion and whether any portion
of payment from the municipality / municipal entity is expected
to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO
BE FALSE.**

.....
Signature

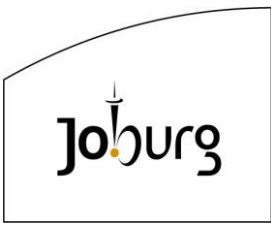
.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1

INITIAL



APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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 system is applicable to this bid:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
- 1.2
 - a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;
- 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:

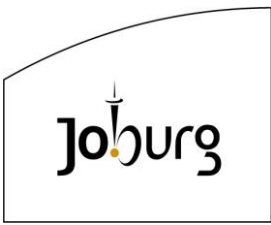
	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 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;

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APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

- (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 PREFERENCE POINT SYSTEMS

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

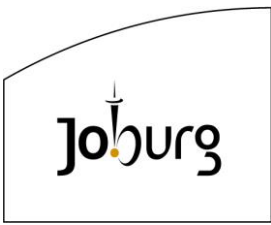
80/20

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

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

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APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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

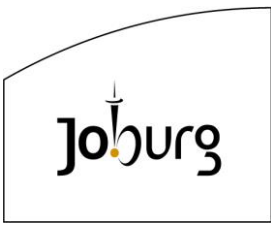
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

--

INITIAL



APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

(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

.....

.....

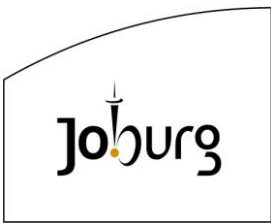
.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider

--

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BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

8.9 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.

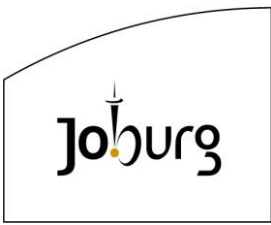
.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

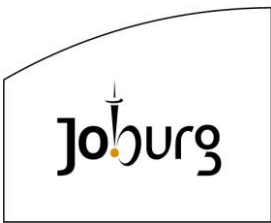
MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 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	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other 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"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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.

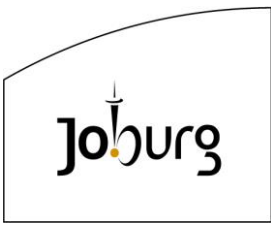
.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) 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. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD 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 (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

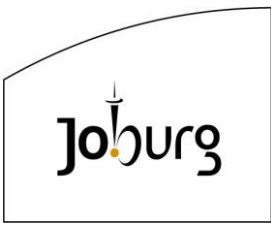
Do hereby make the following statements that I certify to be true and complete in every respect:
I certify, on behalf of: _____ that:

(Name of Bidder)

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

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.

INITIAL



APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

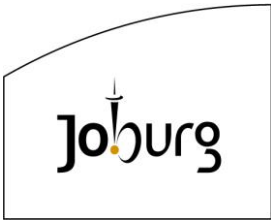
MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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.

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.

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BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 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.

- 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.

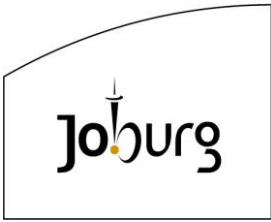
.....
Signature

.....
Date

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Position

.....
Name of Bidder

INITIAL



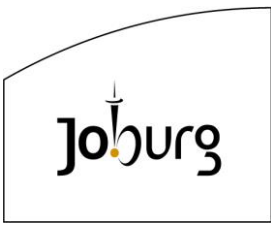
BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

SECTION 4

TECHNICAL DATA, OMISSIONS, VARIATIONS AND COMPANY DETAILS

INITIAL



BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

SECTION 4: TECHNICAL DATA, OMISSIONS, VARIATIONS AND COMPANY DETAILS

DETAILS TO BE COMPLETED BY THE BIDDER

(Failure to complete this section in full will render the bid liable to rejection on the grounds of being incomplete)

4.1 COMPANY DETAILS

4.1.1 Business Name and Address: (Physical and Postal)

Name of Representative from whom further information may be obtained:

Name: _____

Telephone: _____

Telefax: _____

4.1.2 Company Registration Number: _____

Date of Registration _____

Registered as: _____
(Specify type)

Council Rates and Service Account Details:

Name of account holder: _____

Local Authority Administering the Account: _____

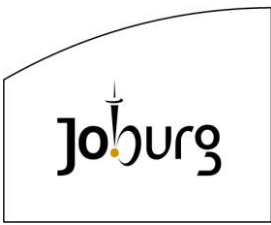
VAT Registration Number: _____

4.1.3 Name and Address of Bankers: _____

Branch of Bank: _____

Bank Account Number: _____

INITIAL



BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

4.2 DETAILS OF SIMILAR WORK RECENTLY CARRIED OUT

DESCRIPTION OF WORK	COMPLETION DATE	CLIENT NAME AND CONTACT DETAILS	VALUE (R)

4.3 QUALIFICATIONS BY BIDDER

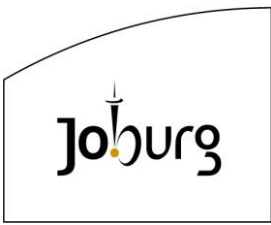
Should the bidder desire to make any departures from or modifications to the General Conditions of Contract, Specification, Drawings, or in any other way to qualify this bid, he must set out his BIDs clearly hereunder, or alternatively state them in a covering letter attached to this bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

If no departures or modifications are desired, the schedule hereunder is to be marked NIL and signed by the bidder.

PAGE	CLAUSE OR ITEM

Name of Bidder in Full: _____

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4.4 WORK TO BE DONE BY OTHERS

Full details must be provided here of any work required from the Council or others to provide complete execution of the work to the satisfaction of the Council.

DESCRIPTION OF WORK	TO BE EXECUTED BY

4.5 SUB-CONTRACTORS

Full details must be provided here of any work regarding sub-contractors which may be used for installation, maintenance, repair, supply of accessories and supply of parts.

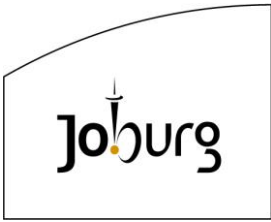
DESCRIPTION OR WORK/EQUIPMENT	TO BE EXECUTED

4.6 PLANT, TRANSPORT AND STAFF AVAILABLE

Bidders must list all equipment available for use on the contract, and must fully describe the equipment and/or plant and must further state whether owned or leased.

DESCRIPTION OF EQUIPMENT/PLANT	QUANTITY	OWNED/LEASED

INITIAL



BID NO: 583/19

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4.7 OMISSIONS AND VARIATIONS FROM THE COUNCIL'S SPECIFICATION

Note: -To be completed by all Bidders

Bids will be held to be entirely in accordance with the Council's specification except in the respects stated hereunder and the goods and/or services will be subject to rejection if it is found on delivery that they do not/it does not comply with the Council's specification on additional points which have not been approved in writing:

If the bid is in accordance with the Council's specification in all respects, the bidder must state so here:

4.8 INDEMNITY CLAUSE

I/We the undersigned, do hereby indemnify and hold harmless the Council in respect of all loss, cost, damage or injury that may be caused to any premises or to any person or animal by reason of the performance of this contract.

I/We, further indemnify the Council in respect of all legal and other expenses that may be incurred by the Council in examining, resisting or settling any damage, injury or loss that may in any way be occasioned by work necessary in terms of the contract.

NAME OF BIDDER: _____

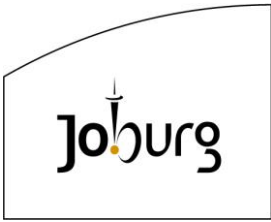
NAME OF PERSON AUTHORISED TO SIGN THIS BID

SIGNATURE : _____ (BLOCK LETTERS)

WITNESSES:

(1) _____
(2) _____

INITIAL



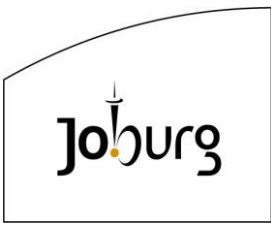
BID NO: 583/19

APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

SECTION 5

GENERAL CONDITIONS OF PURCHASE AND CONDITIONS OF BID, AMENDMENTS VARIATIONS TO CONDITIONS OF A GENERAL NATURE

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APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY AND DELIVER GIS ENTERPRISE LICENSE AGREEMENT, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

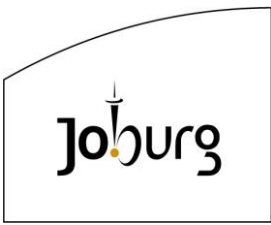
SECTION 5: GENERAL CONDITIONS OF PURCHASE AND CONDITIONS OF BID, AMENDMENTS VARIATIONS TO CONDITIONS OF A GENERAL NATURE

1. DEFINITIONS

Unless Inconsistent with or expressly indicated otherwise by the context the singular shall include the plural and vice versa words importing the masculine gender shall include the feminine and the neuter.

- (a) "Approved or "Approval" shall mean "approved" or "approval" by the Council's representative defined in the specification.
- (b) "Council" shall mean the CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY.
- (c) "Contractor" shall mean the bidder whose bid has been accepted by the Council and shall include the bidder's legal personal representative, heirs, successors and assigns.
- (d) "Contract" shall mean and include the Council's General Conditions of Purchase and Conditions of Bid, Form of bid, special conditions of contract, the specification including any schedules, drawings, patterns, samples attached to the specification or any drawings, patterns, samples approved by the Council's representative relative to the contract, and any agreement entered into in terms of the Council's General Conditions of Purchase and Conditions of Bid, hereinafter referred to as "the General Conditions".
- (e) "Contract Price(s)" shall mean the price(s) tendered by the contractor and accepted by the Council for the execution of the contract.
- (f) "Date of Delivery" shall mean the date stipulated in the contract for the delivery of the goods.
- (g) "Date of Bid" shall mean the date and time on which bids are due to be deposited in terms of the advertisement calling for bids.
- (h) "Delivery" shall mean delivery in compliance with the terms and conditions of the contract at the point of delivery specified in the contract.
- (i) "Goods" shall mean the machinery, plant, equipment, apparatus or materials to be supplied under the contract.
- (j) "Month" shall mean calendar month.
- (k) "Site" shall mean the buildings or ground or any other place in which or on which or over which the goods are to be stored, installed or used or where service are to be effected.
- (l) "Specification" shall mean the specification annexed to these General Conditions.

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- (m) "Writing" shall include any manuscript, typewritten or printed statement, under or over signature or seal as the case may be.
- (n) "Work" or "Works" shall mean and include goods to be provided and work to be done by the contractor under the contract.
- (o) "Special conditions", shall mean any additions to, departure from and/or amendment of the General Conditions as set out in the Special Conditions of Contract forming part of the Bid Documents. Should any special conditions conflict with the General Conditions, the Special Conditions shall apply.
- (p) "Bid Documents" shall mean all documents which are, prior to the delivery of the bid or delivered to the Bidder for the purpose of his bid and includes the Conditions of Bid, the General Conditions, the Special Conditions, the Specification and all relevant drawings, patterns and samples the Form of Bid and all documents referred to in the foregoing, or specified as being available for inspection by the Bidder. The Bid documents must be read as a whole.

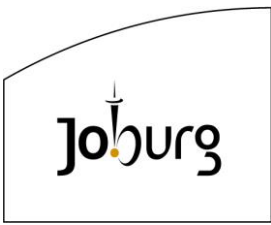
2. BIDDER TO SATISFY HIMSELF AS TO CONDITIONS AND CIRCUMSTANCES OF BID

The bidder, by tendering, shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the bid.

3. COMPLETE ACCEPTANCE OF CONDITIONS

- (i) The bidder shall be deemed to know and understand the General Conditions of Purchase and Conditions of bid, of which this clause forms part, and the submission of a bid shall presume complete acceptance of the said General Conditions of Purchase and Conditions of Bid. The non-acceptance or variation of any of these conditions or the inclusion of any other conditions will render the bid liable to rejection.
- (ii) Subject to the provisions of the foregoing sub-clause, the bidder may qualify any one or more of the said conditions; but no qualification of the condition shall if his bid be accepted, form part of his contract with the Council unless at the time of tendering he shall have indicated in writing, specifically in relation to each and every condition so qualified the number of the condition and the exact extent to which extent it is qualified. Provided, however, that in any contract to which any special conditions imposed by the Council apply, such special conditions shall be embodied in the specification relating to that contract and shall be supplementary and additional to any of the General Conditions set out herein. Should any such special conditions conflict with the General Conditions, the special conditions shall apply.

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4. ASSIGNMENT

- (i) This contract is personal to the contractor and the contractor shall not sub-let, assign or make over the contract or any part thereof, or any share or interest therein, to any other person without the written consent of the Council and on such conditions as it may approve.
- (ii) This clause shall not apply to sub-contracts given to regular suppliers of the contractor for materials and minor components relating to the goods to be supplied. The Council reserves the right to require the contractor to submit the names of any such sub-contractors for its approval.

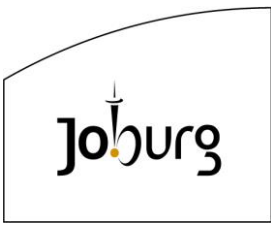
5. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the contract, the contractor shall be obliged to refer the matter to the Council's representative for decision before proceeding to execute the contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appears to exist.

5. QUALITY AND GUARANTEE

- (i) All goods supplied shall be equal in all respects to samples, patterns, or specifications where such are provided.
- (ii) Tests and analyses may be made as deemed necessary, and the cost thereof shall be borne by the Council provided it is proved that the goods are of the stipulated quality, failing which the costs shall be defrayed by the contractor; the Council to have the right to deduct such cost from payments due to the contractor, or otherwise to recover the same from him.
- (iii) The contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the goods by reason of no objection having been taken thereto by the Council's representative at the time the goods were delivered.
- (iv) If any time, as stipulated in the contract, but not exceeding twelve months after delivery, the Council shall be dissatisfied with the goods or with any part thereof on account of materials being faulty or of inferior quality or workmanship or of bad design or on account of the goods not being in strict accordance with the contract, the contractor shall immediately remedy the said defect free of cost to the Council. Should the contractor delay remedial work in excess of the time stipulated by the Council's representative, the Council may have such remedial work executed at the contractor's expense. Should the Council decide that the defect is such that it cannot be remedied the goods may be rejected? Such rejected goods shall be held at the risk and expense of the contractor and shall on request of the Council be removed by him immediately on receipt of notification of rejection. The contractor shall be responsible for any loss the Council may sustain by reason of such action as the Council may take in terms of this clause.
- (v) The risk in all goods purchased by the Council under the contract shall remain with the contractor until such goods have been delivered to the Council.

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- (vi) The principal feature of the goods and work are described in the specification but the specification does not purport to indicate every detail of construction or arrangement of goods and work necessary to meet the requirements. Omissions from the specification or reference to any part or parts shall not relieve the contractor of his responsibility for carrying out the work as required under the contract.
- (vii) If any dispute shall arise between the Council and the contractor in connection with the quality and guarantee of the goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to the arbitration in South Africa of a person to be mutually agreed upon. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

7. ALTERNATIVES

The bidder may submit alternatives, which, in his opinion are to the Council's advantage economically and technically.

8. VARIATIONS

In the event of bids being offered for goods differing or varying from the requirements of the specification all such variations shall be clearly indicated and described in the bid

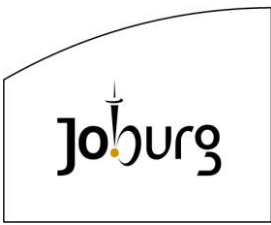
9. DEFAULT

Should it appear to the Council that the contractor is not executing the contract in accordance with the true intent and meaning thereof, or that he is refusing or delaying to execute the contract or that he is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or that the time has expired within which delivery should have taken place or in the event of any other failure or default by the contractor, then and in any of such events the Council may give notice in writing to the contractor to make good the failure or default, and should the contractor fail to comply with the notice within the period specified therein, then and in such case the Council shall without prejudice to any of its right under the contract be at liberty forthwith to perform such work as the contractor may have neglected to do, or to take the contract wholly or in part out of the contractor's hands and order from any other person. The contractor shall be responsible for any loss the Council may sustain by reason of such action as the Council may take in terms of this clause.

10. PATENTS

The contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected right, and hereby indemnifies the Council against any claims arising there from.

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11. PACKING, MARKING AND CONSIGNMENTS OF GOODS

All goods shall be crated, packed or battened securely in such manner as to prevent damage during loading, transport and offloading. Unless otherwise specified, packing cases and packing materials are included in the contract price, and shall be and remain the property of the Council. All goods shall be clearly marked in the manner stated in the specification. Delivery shall be made and invoices free of charges.

12. PAYMENT

Goods, if delivered by Spoornet or any other goods conveyor, may be consigned carriage paid in the Contractor's name, care of the Greater Johannesburg Metropolitan Council to the place of delivery stipulated, but not in the name of the Council. Goods consigned to stores located in areas which Spoornet or conveyor may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.

Contractors shall arrange with Spoornet and/or the conveyor to deliver goods to the Council's stores during the hours and on the days that the stores are open. The Council will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet and/or conveyor.

Payment by the Council to the Contractor shall be made in accordance with the conditions of payment prescribed in the specification. Where no conditions of payment are prescribed in the specification, payment for goods and/or services received and accepted by the Council up to and including the 25th day of each month shall be made during the succeeding month; provided however that all terms of the contract are duly observed and that the relevant invoices are received at the store or department shown on the official Council order number the heading "Charge to Account" not later than the third last working day of the month.

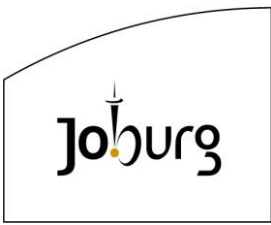
The foregoing will apply to all months except June when all goods delivered and accepted up to and including 30 June must be invoiced.

All invoices submitted by the Contractor must be Tax Invoices and show the value of the supply, the amount of tax charged and the consideration for the supply.

Notwithstanding the above, payment of invoices on this contract will be made as follows; Payment will be effected within 30 days of date of monthly statement on conditions that.

- (a) Invoices and delivery notes reflected on the statement are received before the 25th calendar day of the relevant month.
- (b) The Council's official order number is reflected on the invoices and delivery notes.
- (c) The goods and/or services received were acceptable to the Council.
- (d) The price reflected on the invoice corresponds with the tendered price.
- (e) Invoices for payment correspond with Bidders name contained in the bid document.

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13. PARTICULARS TO BE SUPPLIED

- (i) No bid shall be considered unless it is accompanied by sufficient information to show whether or not the goods offered comply with the Specification.
- (ii) Bidders must state the country of origin and the name of the manufacturer of the goods offered. Documentary proof must be produced, if required.

14. FIRM BIDS

Bidders may submit firm prices, which prices shall be free from all fluctuations. All prices shall be quoted in South African currency and any discount or brokerage allowed to the Council must be stated in the form of bid.

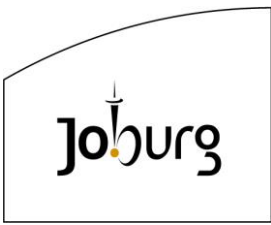
15. CONTRACT PRICE ADJUSTMENT

(Note - This clause does not apply to bids where firm prices are quoted).

No claim for bid price adjustment will be considered unless it is firmly linked to a formula that was clearly stated at the time of bid and accepted by Council.

- (i) For the purpose of this clause -
"Manufacturer" shall mean manufacturer of the goods or his legal representative, heirs, successors and assigns.
"Cost to Bidder" shall, where the bidder is not the manufacturer of the goods tendered have the following meanings:-
 - (a) Where the Bidder has based his Bid on a Printed Catalogue or List Price.
"Cost to Bidder" shall mean the manufacturer's catalogue or list price ruling at the date of bid less any discounts to which the bidder is entitled other than any special discount which may be conceded by the manufacturer to the bidder for cash payment.
 - (b) Where the Bidder has based his Bid on a Quotation by the Manufacturer.
"Cost to Bidder" shall mean the price quoted by the manufacturer to the bidder less any discounts to which the bidder is entitled other than any special discount which may be conceded by the manufacturer to the bidder for cash payment.
"Rates and Charges" shall mean and include the published official and statutory rate for ocean freight, marine insurance, marine war risk insurance, wharfage, dock dues, landing and delivery charges customs and import duty and railage rates.
- (ii) The bid price(s) stated on the form of bid shall be based on cost to bidder, rates and charges and import duties ruling at the date of compilation of the bid, which date shall be as near as possible to the date of bid.
 - (iii) For the purpose of ascertaining variations, if any, in the contract price in accordance with this clause, rates and charges upon which the bid is based shall be stated in the form of bid in the appropriate spaces provided for these items. The ruling date(s) of such contract price, rates and charges shall also be stated.

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Note: The actual official rates and charges (not the amounts allowed for these items in the bid price) shall be stated in the form of bid.

- (iv) If the rates and charges mentioned in (iii) above are not stated in the form of bid, the bid shall be treated as firm and no variation in bid price shall be allowed.
- (v) For goods which are to be imported from outside the Republic of South Africa, the bidder shall state on the form of bid the rate of exchange on which his bid is based, which rate shall be at the rate of exchange ruling at the date of the bid.
- (vi) The contract price shall be increased or reduced by the amount of variation between the cost to bidder upon which the bid was based and the actual cost to the bidder, such variations to be calculated in the following manner:-

(a) Bid Based on a Printed Catalogue or List Price

(See definition paragraph (i) (a) of this clause)

The variation shall be the difference between the list price on which the bid is based and the list price actually charged by the manufacturer provided that, should it be proved that the cost to bidder has not been based on the latest available catalogue or list price at the date of bid, the Council shall have the right to elect the list price upon which any variation shall be based. The date and number of the catalogue, list price, letter or other documents used must be stated for identification purposes in the form of bid.

(b) Bid Based on a Quotation by the Manufacturer

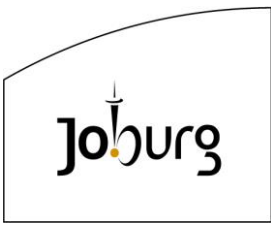
(See definition paragraph (i) (b) of this clause)

- (i) Where it is stated in the form of bid that the offer is based upon prices ruling on a certain date and the items are such that the S.E.I.F.S.A. price adjustment formula may be applied, such formula, as amended from time to time shall be used to ascertain the amount of variation. Any application for an adjustment of the contract price shall be accompanied by calculations showing how the adjustment has been derived.
- (ii) Where the items are such that the S.E.I.F.S.A. price adjustment formula cannot be applied, the variation in price shall be calculated by means of a formula acceptable to the Council's representative. Applications for an adjustment of the contract price shall not be considered unless accompanied by a certificate by the manufacturer giving reasons for the details of the price increase claimed. Pro forma invoices will not be accepted as proof of increased cost.

Only those increases in price which are due to alterations in wage rates and statutory cost of living allowances prescribed by regulating measurers having the force of law, or to increases in the cost of materials and railage as may be proved by documentary evidence or published index figures shall be considered in determining the reasonableness of price increases.

- (iii) As bidder's are not required to state at the time of tendering the cost to bidder upon which the bid is based, sufficient information must be given in the form of bid to facilitate identification of the manufacturer's cable or letter which served as the basis of the bid. The

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successful bidder may be called upon to produce the relevant documents at any time after the acceptance of his bid.

(c) Where the Bidder is the Manufacturer

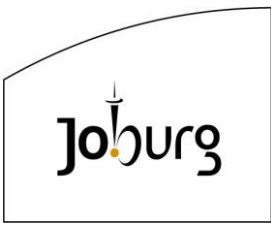
Where it is stated in the form of bid that the offer is based upon costs of materials and wage rates ruling on a certain date, the variation, in price shall be calculated by means of the S.E.I.F.S.A. formula or where the S.E.I.F.S.A. formula cannot be applied by means of a formula acceptable to the Council's representative. Only those variations in wage rates prescribed by wage regulating measurers having the force of law, or increases in the cost of materials as may be proved by documentary evidence or published index figures, shall be considered in determining price variations.

- (vii) No claim for increased costs shall be entertained if the contractor is unable to produce the documents showing the prices upon which the bid has been based.
- (viii) Any difference between the rates specified in the form of bid in respect of rates and charges and the rates actually paid shall be for the account of the Council. The contract price adjustment in respect of these items shall in each case be the amount of the increase or reduction in the actual rate multiplied by the appropriate value or tonnage of the consignment of goods as shipped. Relevant official shipping documents and invoices shall be accepted as proof of values and tonnage.

Bidders must state whether the exchange rate is adjustable to that ruling at date of shipment of goods or date of payment by the Council. Where bidder fails to state date on which exchange rate is adjustable the adjustments shall be based on the exchange rate ruling at date of shipment of goods.

- (ix) Where an increase or reduction in cost to bidder has been allowed, the contract price shall be adjusted by the product of rate and variation in cost to bidder in respect of every rate or charge which has been based on the value of the goods whether or not such rate or charge has varied since date of bid.
- (x) Variations in any factors affecting the contract price other than those referred to above shall be for the contractor's account.
- (xi) The contractor shall submit documentary evidence of cost to bidder, rates and charges acceptable to the Council's representative applying to each and every consignment or shipment or goods delivered in terms of the contract.
- (xii) Claims for increased costs shall be submitted with the invoice for the goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered after the date of final payment under the contract unless notice of intention to claim has been given to the Council's representative before such date.

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In the event of there being no claim by the contractor for increased costs, the contractor shall not be entitled to full payment under the contract or the return of the guarantee bond before he has submitted to the Council, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Council to a reduction in the contract price as provided for in this clause.

- (xiii) For the purpose of ascertaining contract price adjustments the Bidder shall, in addition to the bid price, state on the form of bid the following:-
 - (a) The rate of exchange on which the bid is based.
 - (b) Ocean freight rate.
 - (c) Marine insurance rate.
 - (d) Marine war risk insurance rate.
 - (e) Wharfage, dock dues, landing and delivery charges.
 - (f) Customs and import duty.
 - (g) Railage rates.

Documents in support of the rates and charges on which the bid is based shall be produced if required. No subsequent claim by the contractor for adjustment shall be entertained on account of variation in the cost of any of the foregoing items in respect of which the details called for are not properly completed.

- (xiv) The Council shall not be responsible for increased costs to the contractor due to negligence on the part of the contractor or manufacture.

16. SECURITY/ SURETY BOND OR APPROVED GUARANTEE

Where an approved guarantee or surety bond is required for due performance of the contract, the following shall apply:

The Contractor shall, where required in terms of the Conditions of Bid, deposit with the Council within twenty one days of the date of the notification of the acceptance of the bid, an approved guarantee bond for a sum equal to the amount stated therein, including Value Added Tax, for due performance of the Contract, and such bond shall remain in force until the contract has been completed to the satisfaction of the Council's representative.

Failure to submit the Surety Bond/ approved guarantee will be regarded as a breach of Contract entitling the Council to cancel the contract and claim damages from the Contractor.

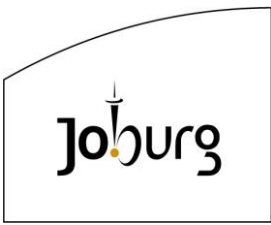
Notwithstanding the forgoing, the Council may withhold payment of any amounts due to the Contractor should he fail to furnish the guarantee bond when required to do so.

Unless otherwise agreed to in writing, the Surety Bond/approved guarantee shall be in the form of the official Council's Surety Bond, shall be unlimited as to time and the name of the Contractor appearing on the Bond shall correspond with the name on the bid document.

To assist Small, Medium, Micro and emerging contractors, the following percentage of bid amount as surety or performance guarantee will be used if required

- (a) As and When Contracts (low risk) 0%

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- (b) As and When Contracts (high risk) 10%
- (c) Job Specific Contracts:

Contract value up to R2 million: 0%
Contract value from R2million to R3million: 2.5%
Contract value from R3million to R5million: 5%
Contract value in excess of R5million: 10%

Any deviation from these figures shall be at the express consent of the Council. Accounting Official or his/her delegated nominee.

Smaller value Surety Bonds or Performance Guarantees stated as exact amounts rather than percentages may be permitted in certain instances.

All Surety bond/Performance Guarantees shall be lodged with SCMU prior to commencement of work or delivery.

17. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE

In the event of an order being made for the sequestration of the contractor's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the contractor making application for the surrender of his estate, or if he shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of his creditors, or purport to do so, or if the contractor, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to determine the contract without payment of any compensation to the contractor, and without prejudice to the right of the Council to sue the contractor for any damages sustained by it in consequence of one or other of the aforementioned events.

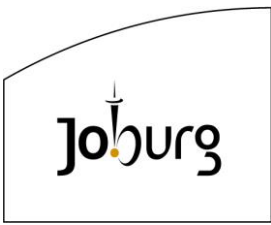
18. PERIOD FOR WHICH BID HOLDS GOOD

The fact of the submission to the Council of a bid shall be deemed to constitute an agreement between the bidder and the Council whereby such bid shall remain open for acceptance by the Council for a period of four months from the date on which the bids are, in terms of the advertisement calling for bids, returnable, during which period the bidder agrees not to withdraw the same or impair or derogate from its effect.

19. GENERAL

- (i) The quantities of all goods offered or delivered are to be the net mass and/or Metric measure.
- (ii) All prices shall be quoted in South Africa currency. Any discount or brokerage allowed to the Council must be stated in the form of bid.
- (iii) The lowest or any bid will not necessarily be accepted and the right is reserved to accept the whole or part of any bid.
- (iv) Should there be any difference or discrepancy between the prices or particulars contained in the official form of bid and those contained in a covering letter from the bidder, the prices or particulars contained in the official form of bid shall in all circumstances prevail.

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- (v) The bid, in a sealed envelope must be submitted on the form of bid and endorsed as indicated on the said form of bid and in the advertisement calling for bids.
- (vi) A separate bid box is provided for the reception of bids and no bid will be considered which, subsequent to the closing hour for bid, may be found in another box.
- (vii) No bid sent through the post shall be considered unless the bid documents are received by the Council's representative by the date of bid. Proof of posting of bid shall not be accepted as proof of delivery

20. DELIVERY

"Date of Delivery" shall mean the contract period which shall extend from the time of placing an official written order on the successful bidder up to and including the contract expiry date as depicted elsewhere herein.

- (i) Bidders shall state in their bids and on the form of bid the minimum time required to fulfil the contract. Delivery shall be made in accordance with the requirements set out in the special conditions of contract or the specification.
- (ii) All goods under contract arising from this bid shall be supplied only when ordered upon an official letter or form of order issued by the Council. Delivery shall be made free of all charges.

21. MARKING OF GOODS

All goods shall be clearly marked in the manner stated in the specification.

22. LAW TO APPLY

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Contractor in regard to the contract shall be settled in the Republic of South Africa.

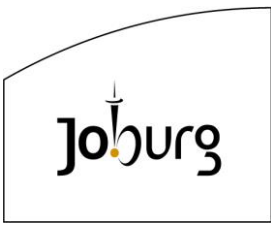
23. OFFERING OF COMMISSION OR GRATUITY

If a bidder or contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any Councillor or person in the employ of the Council, any commission, gratuity, gift or other consideration, the Council shall have the right summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to disqualify the bid or cancel the contract without paying any compensation to the aforesaid bidder or contractor.

24. CONTRACTOR TO OBTAIN HIS OWN INFORMATION

The Contractor shall satisfy himself as to the facilities for obtaining special articles specified in the contract documents and as to the nature of the existing roads or other means of communication, the correct dimensions of communication, the correct dimensions of the works and the character of the physical work required, and generally shall obtain his own information on all matters affecting the execution of the works, and shall be held responsible for any misunderstanding or incorrect information however obtained.

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25. PERSONAL SUPERVISION

The Contractor shall personally superintend the execution of the works so far as may be necessary and shall keep constantly and entirely on the works a competent General Foreman during the progress of the contract. Any directions or explanation given by the Council to such General Foreman shall be deemed to have been given to the Contractor.

26. INCOMPETENT WORKMEN

The Contractor shall on direction of the Council dismiss from the works any person employed by him who may in the opinion of the Council be incompetent or misconduct himself, and such person shall not again be employed on the works without the written consent of the Council.

27. CONTRACTOR'S RESPONSIBILITY FOR LOSS OR DAMAGE

That until final completion of the works the Contractor shall be responsible to the Council for any loss or damage by reason of neglect, theft, the weather or otherwise to any materials, temporary buildings, staging, fixed machinery and plant intended for the works and placed by the Contractor or by his order on the site or adjacent thereto, all whereof shall vest in the Council and shall not be taken away or used by the Contractor.

28. SUB CONTRACTOR

All specialists, merchants, tradesmen or others executing any work or supplying any goods for which prime cost prices or provisional sums are included in the specification or schedule of quantities who may at any time be nominated, selected or approved by the Council, are hereby declared to be sub-contractors employed by the Contractor, but no sub-contractor shall be employed on the works against whom the Contractor shall make what the Council considers reasonable objection, or who will not enter into a contract with the Contractor upon terms and conditions consistent with those in this contract and securing the due performance and maintenance of the work supplied or executed by such sub-contractor, and indemnifying the Contractor against the claims arising out of the misuse by the sub-contractor or his workmen of any scaffold erected or plant employed by the Contractor or that may be made against the Contractor in consequence of any act, omission or default of the sub-contractor, his servants or agents and against any liability under the Workmen's Compensation Act, 1941, or any amendment thereof. The Contractor must insure all works or goods executed or supplied by the sub-contractors.

29. COMPLIANCE WITH BY-LAWS; STANDARDS AND CODES

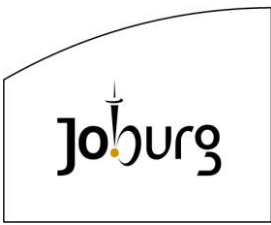
The Contractor shall comply with the Council's By-laws and any other laws or regulations governing the execution of the works and shall give all notices and pay all fees required by the provisions of such by-laws and regulations to the Council and other authorities specified therein.

Where reference is made to any Code of Practice or Standard Specification, amendments up to and including the date of issue of this bid will be applicable.

All work carried out shall comply with, but shall not be limited to the following;

- (i) Occupational Health and Safety Act (Act 85 of 1993).
- (ii) Value Added Tax Act (Act 89 of 1991)
- (iii) Competition Act (Act 89 of 1998)

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30. STANDARD WAGES

- (a) The Contractor undertakes in the case of its employees engaged upon work under this contract for the Council, to pay wages at not less than the current local standard rates, to observe the hours and other conditions of labour recognised as proper in the district and to employ only skilled tradesmen with bona fide apprentices in the performance of skilled tradesman's work.
- (b) For the purpose of this clause "Current local standard rates" of wages shall be such rates as are, for the time being, recognised and agreed upon as standard rates by a local body recognised as representing workmen in the particular trade concerned on the one hand, and any local association representing employers in such trade on the other, and "the hours and other conditions of labour recognised as proper in the district "shall be hours and conditions of labour as are similarly recognised and agreed upon, provided that where in any trade there are no rates of wages, hours and conditions of labour so recognised and agreed upon, reference shall be made to the practice with regard to such trade obtaining in the district.
- (c) The Contractor shall for the purpose of satisfying the Council as to the fulfilment of his obligations under this clause, at all times afford to the Council and its authorised agents, reasonable facilities for inspecting, copying and making extracts from all relevant books and pay-sheets of the Contractor.
- (c) The Contractor is warned that in the event of a breach of the provisions of this clause, the Council may consider such breach as sufficient ground for refusing to accept any bid for other works thereafter submitted by the Contractor.

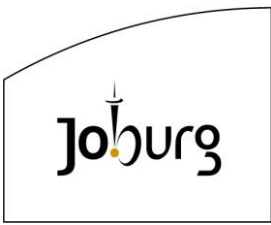
31. INSURANCE EFFECTED BY THE CONTRACTOR

The Contractor and sub-contractor shall where applicable provide as a minimum the following;

- (a) Comprehensive insurance of construction plant and equipment (including tools, machinery etc.) and other things (except those intended for incorporation in the works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act 130 of 1993.
- (c) Motor vehicle liability insurance comprising (as a minimum) "Balance of Third Party including Passenger Liability"

NOTE: - The Contractor shall on request provide to the Council's Insurance Brokers any such details as they may require in respect of the insurance cover, which he has affected.

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32. PRICE

- 32.1 Bids must be submitted with prices on the Form of Bid.
- 32.2 Bids will be adjudicated on the sum carried forward to the Form of Bid.
- 32.3 Any errors in rates or amount entered by the Bidder or in summation or addition of the amounts involved will not be grounds for alteration of the tendered price.
- 32.4 Subject to the approval of the Council, tendered rates must be adjusted to compensate for any such errors.
- 32.5 All prices must include Value Added Tax. The rate of Value Added Tax used must be stated on the bid.
- 32.6 All invoices submitted by the Bidder must be Tax Invoices and show the value of the supply, the amount of tax charged and the consideration for the supply.
- 32.7 Any form of levy or charge such as customs duty, excise duty and import surcharge must be included in the bid(s).
- 32.8 Notwithstanding the provisions of Clause 1.3, any anti-dumping and/or Counter-vailing duties imposed by the Department of Trade and Industry will be for the account of the Bidder and must not be included in the bid price(s).

Failure to comply with this requirement may render the bid liable to rejection. Should it subsequently be proved to the Council's satisfaction that such duty was nonetheless included in a successful Bidder's price(s) the Council reserves the right to recover the amount from the Bidder directly, or by way of deductions from any monies due to him, or any other method selected by the Council?

- 32.9 All price(s) must be nett with all discounts and settlement discount already deducted.
- 32.10 Price(s) must include cost of supply, delivery, off-loading and installation (if applicable).
- 32.11 Price(s) must include cost of all insurances, services, labour materials etc. (if applicable).

33. ACCEPTANCE OF BID

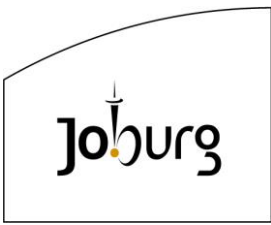
The Council does not bind itself to accept the lowest or any bid, nor to assign any reason for the non-acceptance of the awarding of a bid. Bidders must satisfy the Council of their ability to execute the work by providing the necessary information requested in the bid document.

A valid and binding bid will be concluded at the time that the Council posts a letter of acceptance of this bid to the Bidders by registered post, to the postal address stated on the bid.

34. EQUIPMENT AND MATERIAL SUPPLIED BY THE COUNCIL

In the event that equipment and/or material supplied by the Council should prove defective, the Council shall be responsible only for the issue to the Contractor of a replacement for the defective item. Costs of removal, transport, replacement and reinstatement shall be for the Contractor's account.

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35. TRANSPORT OF EQUIPMENT AND MATERIAL SUPPLIED BY THE COUNCIL

The Contractor shall collect such equipment and/or materials from the nominated Council store or designated area, transport to site and store until required, and must be responsible for the material and/or equipment and include for all associated costs.

36. SPLITTING OF THE CONTRACT

The Council reserves the right to split the contract between two or more contractors or to do any portion of the work departmentally. Should the Council be of the opinion that the acceptance in part or as a whole of the materials or goods or commodity component of the contract, may not be beneficial to the Council, the Council, may after consultation with the successful bidder/s, make such materials/goods/commodities available to the contractor as free issue material, which shall be utilise by the Contractor during execution of the contract, for which the Contractor shall be entitled to a handling charge not exceeding 5% of the combined value of the free issue material utilised during contract execution

37. DRAWINGS, SCHEDULES, MAPS ETC.

All drawings, tracings, photocopies etc. shall be considered the sole property of the Council and shall be returned on completion of the work.

38. SUSPENSION OF WORKS BY COUNCIL

The Council may by notice to the Contractor delay or postpone the contract works or any section thereof. In the event of such delay or postponement, the date for completion of the contract works shall be postponed to such later date as the Council shall certify, in writing, in each case to be reasonable

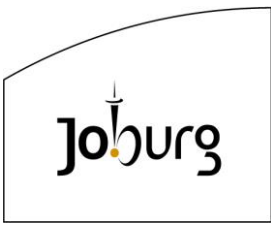
39. DETAILS TO BE CONFIDENTIAL

The Contractor and Sub-Contractor and any servants or agents of the Contractor shall treat the details of this contract as private and confidential and shall not publish or disclose the same or any particulars thereof in any trade or technical paper, newspaper, publication or elsewhere in any form whatsoever without the prior consent in writing of the Council. If any dispute arises as to the necessity of any publication or disclosures for the purposes of this contract, the same shall be referred to the decision of the Council whose award shall be final.

40. NOTICES TO CONTRACTOR

All instructions, directions and notices to be given to the contractor may be served upon the Contractor by serving the same upon the Contractor's representative or by posting or cabling the same to the Contractor's address given in this contract or to the last known address of the Contractor or the said representative, and such service or posting will be deemed good service of such notices, instructions or directions and the time mentioned in this contract for doing any act

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after notice shall be reckoned from the time of such service or in the case of posting or cabling whom the letters or cables containing the same would be delivered in the ordinary course of transmission.

41. MARGINAL NOTES

Any marginal notes to clauses of this contract shall not be deemed part or affect the construction thereof.

42. PROGRESS REPORTS

The Contractor shall submit to the Council at a frequency determined by the Council and reflected elsewhere in this document, or at such a rate determined by the Council, a report indicating progress of, and giving full details of the work in progress and/or work carried out on the contract. All reports shall be of a nature and format determined by the Council.

43. COUNCILS AGENT

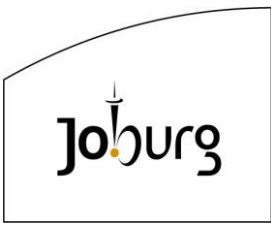
The Council may at its discretion, at any time during the tendering process or contract execution, appoint any Consultant or Agent to act on its behalf. Instructions issued by any such Consultant or agent shall be regarded by the Contractor as an instruction of the Council.

44. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK

Evaluation of Bids on Functionality, Price and Economic Empowerment Status.
Unless otherwise stated elsewhere herein, the Bid shall be adjudicated on the criteria based on price, the bidder's submission in meeting the Council's specification and economic empowerment status of the Bidder.

- 44.1 Only a bidder who has completed and signed the declaration part of the bid documentation will be considered for preference points.
- 44.2 In the event that different prices are tendered for different periods of a contract, the price for each period will be regarded as a firm price, provided it conforms to the definition of a "firm price", as defined in the Schedule, Part One (Definitions and Applications) of the Preferential Procurement Policy Framework Act (Act 5) 2000.
- 44.3 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to a Historically Disadvantaged Individual, may not sub-contract more than 25% of the value of the contract to a person who is not and Historically Disadvantaged Individual or who does not qualify for such preference.
- 44.4 Examination of Bids and Determination of Responsiveness.
 - (a) Prior to the detailed evaluation of Bids, the Council shall determine whether each Bid: - (i) meets the requirements of the General and Special Conditions of Bid;
 - (ii) Has been completed in full and property signed in the original;
 - (iii) Is responsive to the requirements of the Bid Documents;
 - (iv) Provides any or all clarification and/or substantiation that the Council may require.
 - (v) Complies with the bid submission requirements in all other respects.

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- (b) A responsive bid is one, which conforms to all the terms conditions and specifications of the contract, without material deviation or qualification.
A material deviation or qualification is one which, in the Council’s opinion;
 - (i) Could detrimentally affect the scope, quality, or performance of the work;
 - (ii) Change the Council’s or the Bidder’s risks and responsibilities under the contract; or
 - (iii) Would affect the competitive position of other Bidders presenting responsive bids, if it were to be rectified.
 - (iv) If the Bid does not meet the requirements or is not responsive, it may be rejected by the Council, and may not subsequently be made acceptable to the Council by correction or withdrawal of the non-conforming deviation or reservation.

45. TAXATION AND CONSIDERATION OF INVOICES

Information to be provided by the Bidder/Bidder/Joint Venture/Consortia/Contractor in Respect of Value Added Tax and Applicable Legislation

Bidders/Bidders/Contractors who are eligible for payment of, or to receive Value Added Tax (VAT) on payments received, as contemplated in the Value Added Tax Act of (89) of 1991, as amended, must submit with their bid submission, a certified copy of the vendor’s VAT 103 form, obtained from the South African Revenue Services (SARS) at the time the entity was registered.

Where the bidder is a Joint Venture/Consortia, a certified copy of the VAT 103 form from each of the entities making up the Joint Venture or Consortia must be submitted.

Where the bidder/bidder/Joint Venture/Consortia is not eligible for the receipt of, or for the payment of Value Added Tax (VAT) in terms of the aforementioned Legislation, the bidder/bidder/entity shall indicate this clearly in his submission, and shall, when submitting invoices for consideration, **NOT** claim VAT from the Council.

In this instance, invoices must clearly state “Non VAT Vendor”.

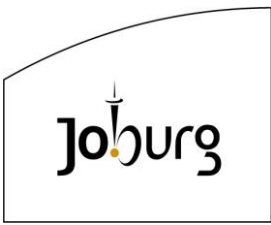
45.1 Value Added Tax Obligations in respect of Consortia or Joint Venture Agreements

Where the bidder/bidder/entity is in the form of a Joint Venture or Consortium, the duty rests with each member of the Joint Venture or Consortium, jointly and severally, to ensure that their obligations in respect of their Value Added Tax Act (89) of 1991, as amended, are met.

In order to facilitate this, it is recommended that the Joint Venture or Consortium register itself for Value Added Tax (VAT) purposes, failing which, the Joint Venture or Consortium should provide the City of Johannesburg Metropolitan Municipality with details on which of its members will take responsibility for the payment of VAT to SARS, and for compliance with the provisions of Clause 2.27.1 above.

45.2 Registration, Deregistration or Cancellation of Registration of the Bidder/Bidder/Contractor/Entity/Joint Venture/Consortium in Respect of Value Added Tax Obligations

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If, during execution of the contract, the vendor's VAT status alters in terms of the Value Added Tax Act (89) of 1991 as amended, the vendor shall, immediately on being affected by such change, notify the Council in writing of the change, and shall provide the Council with the necessary documentary proof of the change, such proof being sufficient in meeting the requirements of the Value Added Tax Act.

Failure by the bid/bidder/entity in notifying the Council of a change in VAT status, or failure to provide the Council with adequate proof of any change in VAT status, will be deemed by the Council to be a breach of contract, permitting the Council to take any steps it may deem necessary to protect its rights and interests, and to withhold any monies owed until such time as the requirements are adequately met.

The Council will report any improprieties VAT actions to SARS, and reserves its right to take any actions it deems necessary against bidders where it believes the VAT dealings by the bidder/entity/contractor to be improper.

The Bidders attention is drawn to part (IX) (Compliance) of the Value Added Tax Act of 89 of 1991 as amended.

45.3 Trading Name and Value Added Tax

The Council will, where such Value Added Tax is payable by the Council due in terms of the contractual agreement, only effect payment of VAT to the vendor, in such instances where the vendors VAT registration details are consistent with those held on record by the South African Revenue Services.

45.4 Value Added Tax Legislation

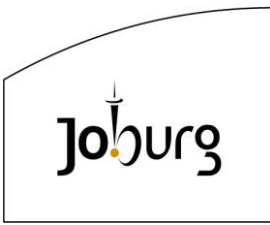
By submission of his bid, the bidder confirms and acknowledges that his tax obligations in terms of the Value Added Tax Act (89) of 1991 as amended, have been complied with, and that should the Council accept his bid, the bidder/contractor undertakes to ensure that his subsequent and/or ongoing tax obligations in respect of the aforementioned Act will at all times be met during execution of the contract, and for any duration thereafter that may be applicable whilst the entity/contractor is deemed by the Council to be obligated to it in terms of this or any other contractual agreement

45. Terminology

For purposes of this section, the following terminology shall apply.

- (i) Vendor: A person or company selling goods or offering services to the Council.
- (ii) Consortia: An association of two or more companies that have agreed to provide goods/services to the Council as a juristic body.
- (iii) Joint and Several: Undertaking by two or more companies or people, each having liability for the whole.
- (iv) Entity : The company, person or venture in whose name the bid is being submitted, or the legal name of the
- (v) Concern as recorded at the office of the Registrar of Companies.

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46. TECHNICAL DATA, OMISSIONS AND VARIATIONS SHEETS

The attached Technical Data, Omissions and Variations Sheets must be completed by the Bidders. Failure to do so will render the bid liable to rejection on the grounds of being incomplete.

47. DISABILITY

Should the Bidders be classified as a disabled person and suffers from a disability, meaning that the person suffers from a permanent impairment of a physical, intellectual or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner or within the range, considered normal for a human being, he/she should state the nature of the disability in the bid document.

48. IMPROPER LOBBYING/INTERFERENCE

In terms of the proceedings of the GJMC Executive Committee meeting held on Tuesday, 16 November 1999, it was resolved that all bids should include the following clause:
“Any prospective Bidder who is found to have lobbied an official or Councillor in respect of bid application including any other business with the Council will face the following charges:
- Immediate disqualification.
- Blacklisted against any bid in future.
- Company name will be given to all Local Authorities about the conduct.”

48.1 No relaxation, indulgence or waiver granted by the Council to the Bidder shall in any way operate as an estoppels against the Council in the exercise by it of its right hereunder.

49. CERTIFIED COPIES

The Bidders shall, where required in terms of the bid (Bidders Information) submit with the bid, certified copies of all certificates specified. Failure to do so may render the bid liable to rejection on the grounds of being incomplete.

50. BID ADJUDICATION PROCESS

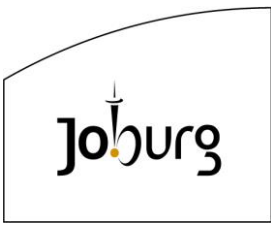
Bids will be adjudicated in accordance with the provisions set out in the Preferential Procurement Policy Framework Act: No 5 of 2000, and the preferential Procurement Regulations (No. R725) 2001 pertaining thereto, as applicable.

51. SUPPLIER REGISTRATION

51.1 SUPPLIER REGISTRATION FORM SHOULD BE COMPLETED IN FULL AND RETURNED BACK WITH ALL THE SUPPORTING DOCUMENTS FOR BLACK ECONOMIC EMPOWERMENT ACCREDITATION.

51.2 IF ALREADY REGISTERED WITH THE CITY PLEASE PROVIDE THE SUPPLIER NUMBER ON THE FRONT PAGE OF THE BID.

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52. COUNCIL SERVICES

BIDDERS MUST SUBMIT PROOF OF PAYMENT OF COUNCIL SERVICES.

53. EMPLOYMENT EQUITY STATUS

Bidders must include in their Bid submission full details of their company/venture with the Department of Labour regarding their compliance with the provisions contained in the Employment Equity Act (No. 55 of 1998).

Bids must include at least the following:

Not required to register in terms of the Act. (Details to be provided)

Exemption received from the Department of Labour.

Compliance with the Act. (Proof to be submitted)

Failure to provide this information may render the bid liable to rejection on the grounds of being incomplete.

54. SERVICE LEVEL AGREEMENTS

The Service Provider shall provide the Services at least in accordance with the expected service level standards of the applicable industry. The Parties may by agreement provide specific service level standards and conditions in a service level agreement to be provided that such specified level standards and conditions shall not be lower than the expected service level standards of the applicable industry.

55. PENALTIES

If the Service Provider becomes aware at any time that it shall not, or is unlikely, to be able to comply, in any material respects, with the time for completion of a the Services or any other date which has a negative impact on COJ of a material nature, it shall notify COJ in writing, giving an explanation for the delay and if the Time for Completion of the entire Services is likely to be affected a detailed description of the manner in which it intends to achieve the Time for Completion of the Services.

To the extent that the delay is the result of factors within Service Provider’s reasonable control, if the Service Provider is unable to make up the delay within a reasonable time (which shall mean that the Service is delivered on agreed time), the Service Provider shall become liable for the penalties stated below.

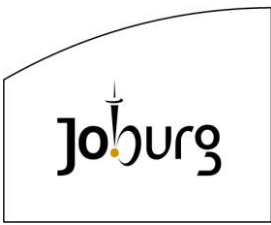
The penalty shall be 10% (one percent) of the total contract value.

These penalties shall be the only damages due from the Service Provider for such default.

The Parties agree that the aforesaid penalty is reasonable and is a genuine estimate of the damages which COJ is likely to suffer in the event of delay.

If COJ is entitled to and wishes to claim the penalties described in this clause, then it shall give the Service Provider a written notice indicating the amount of the penalties payable and the reasons why it considers penalties are payable. The Service Provider shall pay the penalties to the COJ with 30 (thirty) days of the date of receipt of the COJ’s notice which notice shall be accompanied by a valid VAT invoice.

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56. ANTI-COMPETITION CONDUCT

(i) Improper lobbying

Any prospective bidder or actual Service Provider who is found to have lobbied an official or Councillor in respect of the bid application including any other business with Council, will face the following actions: Immediate disqualification from further participation in the bid Cancellation of the Contract and a claim for damages Blacklisting against any bid in future Being reported the National Treasury for purposes of being listed in the National Treasury’s database of persons prohibited from doing business with the public sector.

(ii) Competition and Independent submission

The bidder and/or actual Service Provider and its respective advisors, officers, employees and agents is prohibited from engaging in any collusive action, which serves to limit competition amongst bidders and/or Service Providers. In submitting an offer the bidder and/or Service Provider undertakes that:

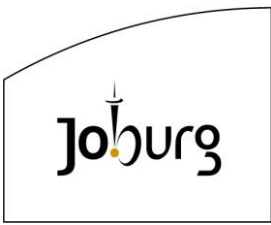
- its submission has been independently, without consultation, communication, or agreement for restricting competition, with ant other Bidder (or member thereof) or to any other competitor;
- unless otherwise required by law, the relevant submission has not been knowingly disclosed by it and it will not knowingly be disclosed by it prior opening, directly or indirectly to any other bidder (or member thereof) or to any other competitor;
- no attempt has been made or will be made by it to induce any other person or firm to/not to submit a response for the purpose of restricting competition;

In general, attention of the bidder is drawn to section 4(1) (b) (iii) of the Competition Act which prohibits “collusive tendering”, and to Chapter 3 of the Competition Act. Any and all costs envisaged and attendant on any pre-merger notification and other fees and/or levies in terms of the Competition Act will be borne by the successful bidder.

If the bidder has reason to believe that competition issues may arise from any offers, they may, at their cost, make enquiries, and they are encouraged to discuss their position with the South African competition authorities before submitting the offer. Any correspondence or process of any kind between the bidder and the competition authorities must be documented in the offers. The COJ may, at its election consult the competition authorities during the bidding process.

The COJ will not be liable for any damages(whether direct, indirect, general, special or consequential) or any losses, costs, expenses or penalties suffered by a bidder or any member(s) thereof before, during or after submission of an offer, arising from the enforcement of the Competition Act. The selection of the bidder by the COJ in no way excludes or insulates a Bidder from the operation of the Competition Act or implies that the competition authorities have no interest in or have consented to the terms of the offer. Normal competition legislation and procedures will apply to the provision of the Services.

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57. DEFAULT AND CANCELLATION

Either Party may forthwith terminate this Agreement by notice in writing to the other Party on the occurrence of any of the following events:

If the other Party commits a material breach of any provisions contained in this Agreement and, after receipt of a written notice specifying the breach or default and the required remedial measures, fails to remedy the breach within the specified period of time set forth in the said notice, which period of time shall be reasonable taking into account all relevant circumstances and never shorter than thirty (7) days. The Parties acknowledge that the following is a non-exhaustive list of material breaches for the purposes of this clause

Commit a second or subsequent breach of this Agreement after having remedied an early similar breach during the preceding twelve (12) months; or

- take steps to place itself, or is placed, in liquidation either voluntarily or compulsory, or under judicial management whether provisionally or finally or attempts to effect a compromise with its creditors or engages in a business rescue exercise; or
- takes steps to deregister itself or is deregistered as a company; or
- commit an act which could be an act of insolvency (as defined in the Insolvency Act 24 of 1936), if committed by a natural person; or
- fail to satisfy any judgment against it within ten (10) days after its becomes aware of the judgment, except that if it provides evidence on an ongoing basis to the reasonable satisfaction of the other party that legal proceedings have been launched to appeal, review or rescind the judgment and to procure suspension of execution and that such proceedings are being expeditiously pursued (the Period of ten (10) days shall run from the date that judgment becomes final or the attempt to procure the suspension of execution fails).

A Party shall not be entitled to terminate this Agreement if the consequences of the relevant termination ground have been remedied at the time of the notification.

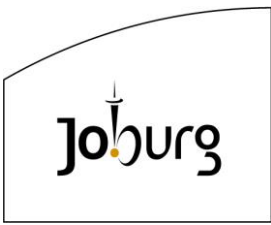
58. RESOLUTION OF DISPUTES, OBJECTIONS, COMPLAINTS AND QUERIES

1) Persons or service providers aggrieved by decisions or actions taken in the implementation of this policy or in the awarding of business, may within 10 working days of the decision or action lodge a written complain, objection or query with the City manager detailing the following:

- (a) The BID/bid or the quotation reference number;
- (b) The part of the City policy , Regulations or Act that has been violated;
- (c) The details of violation;
- (d) The department or region or utilities involved;

(e) Relief sought:

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Provided that no person aggrieved by any such decisions or actions shall be entitled to lodge such complaint, objection or query after expiry of the period of 10 days, unless the City Manager has on good cause shown, condoned the late lodging thereof.

59. INSURANCE

During the term of this Agreement, the Service Provider shall procure at least the following insurances as applicable, adequate to cover all of its potential liabilities:

- Service Provider’s risks cover in respect of the provision of the Services;
- Public liability cover;
- Professional indemnity cover;
- Employee liability cover;
- Business all risks cover.

The insurance shall be procured from a reputable insurer and maintained for as long as the particular risk insured against exists or is reasonably anticipated to exist during the term of this Agreement.

The Service Provider shall provide copies of the policies and proof of payment of premiums to COJ at any time on written request.

60. BIDDING INFORMATION REQUIRED

The information called for in these documents, must be supplied by all bidders IN FULL. Failure to do so may render a bid liable to rejection on the grounds of being incomplete.

61. SMME SUB CONTRACTING

Bidders may be expected to sub-contract for works or services in relation to this bid. Such sub-contracting must be in line with the City’s SSME Policy. Preference for the appointment of an appropriate service provider for this requirement may as a result be given to companies that are compliant to the City’s supplier classification as detailed in the City’s SSME policy. This does not however preclude any potential bidder or service provider from submitting its bid response.

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