

BID NO: A879

APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

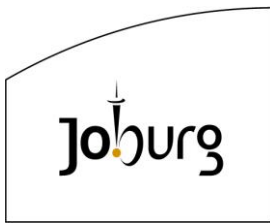
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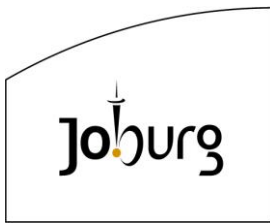
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MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR [REQUIREMENTS] OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	A879	CLOSING DATE:	31 AUGUST 2021	CLOSING TIME:	10:30AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) 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

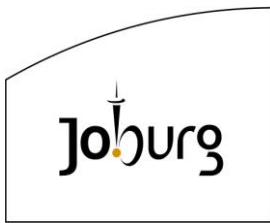
DATE : 17 AUGUST 2021

TIME : 10:00AM

Teams Virtual Session- All bidders who require to form part of the meeting should send the request to <https://bit.ly/portal-briefing> by the 10 August 2021 at 16:00

SUPPLIER INFORMATION

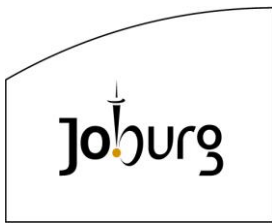
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					



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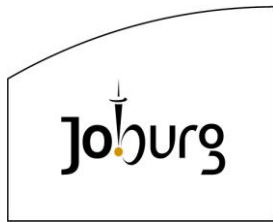
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN :		OR CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[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]				



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<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES, ANSWER PART B:3]</p>
<p>TOTAL NUMBER OF ITEMS OFFERED</p>	<p>TOTAL BID PRICE R</p>		
<p>SIGNATURE OF BIDDER</p>	<p>DATE</p>		
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED</p>			
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>DEPARTMENT</p>	<p>Development Planning</p>	<p>CONTACT PERSON</p>	<p>DYLAN WEAKLEY</p>
<p>CONTACT PERSON</p>	<p>DYLAN WEAKLEY</p>	<p>TELEPHONE NUMBER</p>	
<p>FACSIMILE NUMBER</p>		<p>E-MAIL ADDRESS</p>	<p>DylanW@joburg.org.za</p>
<p>E-MAIL ADDRESS</p>	<p>DylanW@joburg.org.za</p>		



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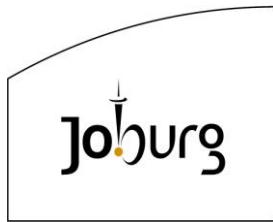
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CITY OF JOHANNESBURG

Proposals are invited for:

PROPOSAL	DESCRIPTION	COMPULSORY BRIEFING SESSION DATE & TIME	COMPULSORY BRIEFING SESSION VENUE	TECHNICAL ENQUIRIES	DOCUMENT PRICE	CLOSING DATE & TIME	EVALUATION CRITERIA
A879	APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS	Compulsory 17 August 2021 10:00 AM	Teams Virtual Session- All bidders who require to form part of the meeting should send the request to https://bit.ly/portal-briefing by the 10 August 2021 at 16:00	Dylan Weakley email address: DylanW@joburg.org.za	Can be Downloaded for free from: www.joburg.org.za ↓ Tender Documents	31 AUGUST 2021 10:30am	80/20 POINTS SYSTEM AND FUNCTIONALITY

- Bids will be evaluated in terms of the above **stipulated** preference point system in line with Preferential Procurement Regulations 2017.



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- 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**.
- Copies of the abovementioned Bids/Proposal will be available from 30 July 2021 and can be downloaded on the National Treasury website at www.etenders.gov.za or from the City of Johannesburg's website as www.joburg.org.za →tender documents
- ***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**
- **In response to the Covid-19 principles of social distancing, The Tender Box is located on the walkthrough section of the Building and as such bidders do not require to enter the Main building to submit their Bids in the Tenders Box.**
- **Should Bidders wish to enter the main building, they shall do so only after complying with the City's Covid-19 measures, i.e. (temperature reading, sanitization, screening etc.)**
- In keeping with the requirement for social and physical distancing, and to avoid congestion, bidders or their representatives will be required to queue, one Metre apart, and wait for the turn to deposit bid documents. Due to the foregoing requirement, bidders or their representatives may experience delays and should therefore plan and give themselves sufficient time to submit bids, in order to avoid missing the stipulated bid closing times. The City will not be liable for failure to deposit bids within the stipulated times, even if the bidders or their representatives were already on the queue before closing time.

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.**

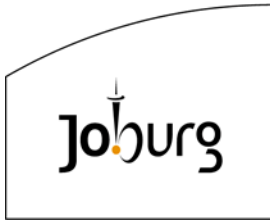
CITY MANAGER

ADVERT NO

ADVERTISE IN:

The Citizen

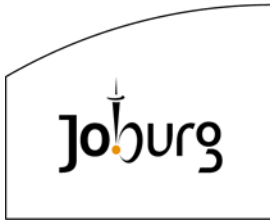
The Sowetan
The Business Day
The Beeld



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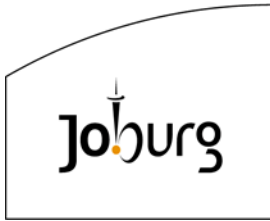
BUSINESS STRUCTURE	
Individual	
Joint Venture	
Company	
Consortium	
Sub – Contractor	
Other	
If individual	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business Address [not postal address]	



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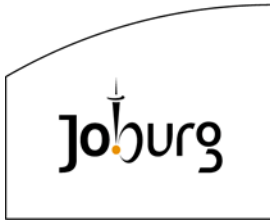
Telephone	
Facsimile/Email address	
COMPANY	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
Facsimile/fax	
E mail	
If Joint Venture	
Name of Bidder	



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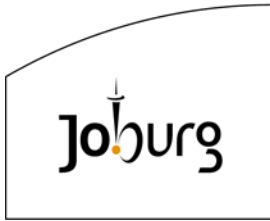
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
Facsimile/fax	
E mail	
If consortium	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
Business address [not postal address]	



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Telephone	
Facsimile/fax	
E mail	
If subcontracting	
Name of Sub-contractor	
Contact Person	
Registration number	
Vat number	
CIDB registration	
CSD registration number	
Business address [not postal address]	
Telephone	
Facsimile/fax	
E mail	

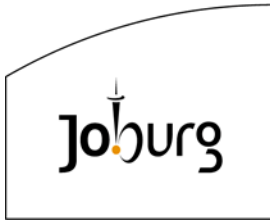


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If other	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
Facsimile/fax	
E mail	

MUNICIPAL DETAILS	
SUPPLIER NUMBER [if applicable]	



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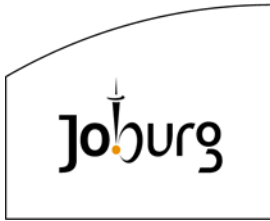
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JOINT VENTURE CERTIFICATE

We, the undersigned member firms in the Joint Venture _____
[Name of the Joint Venture], hereby authorize Mr./Ms. _____
to sign this bid document as well as any contract resulting from this Bid number
_____ and any other documents and correspondence in connection with
this Bid and / or contract for and on behalf of the Joint Venture.

NAME OF THE FIRM	REPRESENTATIVE OF THE FIRM	DESIGNATION OF THE REPRESENTATIVE OF THE FIRM	SIGNATURE

NOTE: Copy of the Joint Venture Agreement must be attached to this Joint Venture Certificate indicating the percentage contribution of each firm to the Joint Venture and the allocation responsibilities.



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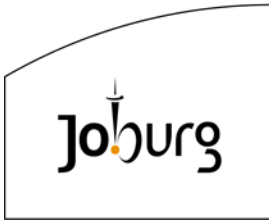
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CONSORTIUM CERTIFICATE

We, the undersigned consortium partners, hereby authorize _____ [Name of entity] to act as lead consortium partner and further authorize Mr./Ms. _____ to sign this offer as well as any contract resulting from this Bid number _____ and any other documents and correspondence in connection with this Bid and / or contract for and on behalf of the consortium.

CONSORTIUM PARTNER	FULL NAME OF CONSORTIUM MEMBER	PARTICIPATION %	SIGNATURE

NOTE: Copy of the Consortium Agreement must be attached to this Consortium Certificate indicating the allocation of responsibilities of consortium partner to the Consortium.



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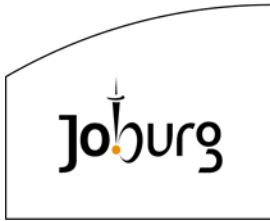
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SUBCONTRACTING CERTIFICATE

I/We, the undersigned bidder undertakes to subcontract _____% of the total bidding value to the below subcontractor/s.

<i>NAME OF SUBCONTRACT OR</i>	<i>CONTACT MEMBER OF THE SUB CONTRACT OR</i>	<i>% TO BE SUBCONTRACT ED</i>	<i>% TO BE SUBCONTRACT ED TO OWN SUBSIDIARIES</i>	<i>SIGNATURE</i>

NOTE: Copy of the Subcontract Agreement must be attached indicating the allocation of responsibilities of each subcontractor. Subcontracting of the work to the bidder's own subsidiaries must be declared.



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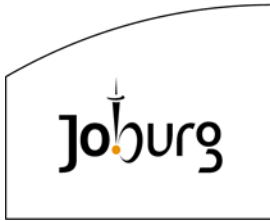
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PARTNERSHIP CERTIFICATE

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

<i>NAME OF PARTNER</i>	<i>IDENTITY NO.</i>	<i>SIGNATURE</i>

NOTE: Copy of the Partnership Agreement must be attached to this Partnership indicating the allocation of responsibilities of each firm partner to the Partnership.

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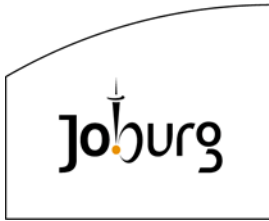
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PART B

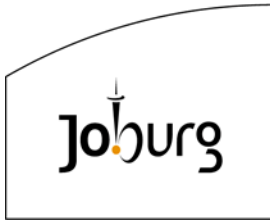
1. IMPORTANT NOTICE

A bidder is required to take notice of the following in the preparation and submission of this Bid. **THIS IMPORTANT NOTICE APPLIES TO THE BID AS A WHOLE AND MUST BE READ AS PART OF EVERY SECTION AND ANNEXURE TO THIS BID DOCUMENT.**

- 1.1 The bidder must read this bid document diligently and where possible take advice or refer to the relevant legislation and regulation applicable to procurement.
- 1.2 The bid document must be completed in black ink and in full, correctly and truthfully. Provided that it's not relevant to the bidder, it must be marked "N/A."
- 1.3 Bid documents must be sealed when submitted. The submission must be at the correct address as it reads from this bid document on or before the closing date and before the closing time. The correct time to be used will be Telkom time. No submission shall be accepted other than the manner described in this paragraph.
- 1.4 Information requested must be provided. Such information must be genuine. Should information be a copy of the original, such copy must be commissioned as the true copy of the original in terms of the relevant laws.
- 1.5 Documents requested [including those under "returnable documents" under specifications/terms of reference] must be attached at the end of that particular annexure requesting such information. Should the information exceed the provided space, an addendum must be attached at the end of that particular annexure requesting such information.
- 1.6 Any requirement for signature must be signed at the appropriate space provided. It shall be deemed that the signatory is the bidder or a duly authorized person of the bidder.
- 1.7 Briefing session must be attended if compulsory. If not, the municipality highly recommends that they be attended.

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- 1.8 **Error/s made must be scratched and signed next to the error by the same person who signs the bid document. Therefore, no tipex allowed. In addition, error/s made and relating to price must be accompanied by a letter [in the bidder's letterhead] pointing out the error made and acknowledging that it is his or her signature and was signed by the bidder for reasons of correcting the error.**
- 1.9 In the event that the bidder:
- 1.9.1 fails to complete fully this bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors, his/her/ its bid may be rejected due to non-compliance or being invalid.
 - 1.9.2 is found to be a role player or commits criminal act/s including fraud, price rigging, corruption, collusion, or forgery, the bidder shall be rejected. In the case of an award already made, the award or contract shall be terminated.
 - 1.9.3 **or any of its directors or those of the subcontractor or partner:**
 - 1.9.3.1 **owe municipal charges and is in arrears for more than three months,**
 - 1.9.3.2 **had during the last five years failed to perform satisfactory on previous contract with municipality or municipal entity or organ of the state after written notice given to perform satisfactorily;**
 - 1.9.3.3 **abused the supply chain management of the municipality or municipal entity or committed an improper conduct; and**
 - 1.9.3.4 **has been listed in the register of tender defaulters, and**
 - 1.9.3.5 **if you are in the service of the state.**

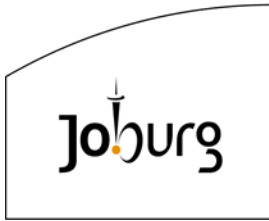
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THE BID MAY BE REJECTED

- 1.10 Any steps taken because the bidder has failed to comply as provided in terms of this important notice or breached terms and condition of the bid, shall not prevent the municipality from taking any steps available in law in addition to the remedies taken because of none compliance or breach.
- 1.11 **Failure to take note of the advises and recommendations made under this important notice, it shall be at his/her/its own risk.**
- 1.12 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly indicate either "Comply/Accept (with a)" or "Do not comply/Do not accept (with an X)" where required in this bid document. Where necessary, the bidder shall substantiate their response to a specific question.

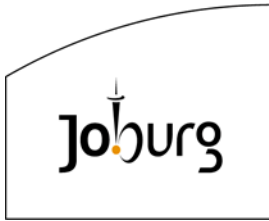
2 : CONDITIONS OF BID

- 2.1 The bidder must read the specifications/Terms of Reference, important notice, the conditions of the bid, the general conditions diligently. It is advised that the bidder takes relevant advice on all the matters relating to the bid and any relevant legislation that impacts on public procurement – ignorance is and will not be an excuse.
- 2.2 Bid documents must be collected at the stipulated address, date and time as advertised. Or be downloaded from the appropriate internet address.



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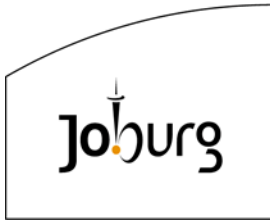
- 2.3 No bid will be accepted from persons in the service of the state as it is defined in the Municipal Finance Management Act and Regulations.
- 2.4 The bid terms and conditions remain binding to the bidder for the duration of the validity period or any other extended period.
- 2.5 A consideration of this bid is subject to the preferential laws and policies including those relating to BBBEE, Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations as amended, local content, subcontracting and commissioning of documents. Specifically, and not solely:
- 2.5.1 relating to economic transformation;
- 2.5.2 that the tender may not necessarily be awarded to the bidder with the highest point;
- 2.5.3 about price scoring on **90/10** or **80/20**;
- 2.5.4 about historically disadvantaged individuals [HDI] South African citizens. That a person who obtains SA citizenship after the Interim Constitution came into effect is **NOT** considered an HDI; and
- 2.5.5 Subcontracting and local content.
- 2.5.5.1 Main contractors/ suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where primary contractor subcontracts with a subsidiary this must be declared in tender documents.
- 2.6 The bidder is prohibited from participating in any form of price manipulation or bid rigging including those in MBD 9. If found, the bidder will be disqualified, or award be terminated
- 2.7 Bid documents will be opened after the closing time and all bidders and their prices published in the municipality's website
- 2.8 Negotiations will only be conducted with selected bidder/s.
- 2.9 The bid award shall be published in the municipal websites.

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- 2.101 An award may be made to more than one bidder.
- 2.112 If considered necessary, the municipality reserves the right to visit the bidder's place of business and/or its customers.
- 2.12 The specifications are the copyright of the municipality.
- 2.13 The municipality reserves the right to cancel the requests for bids at any time or stage before the award or not to accept any bid.
- 2.14 Should it be found that the bidder has not been truthful and/or dishonest, then municipality shall cancel the award and negotiate with the next best bidder.
- 2.15 Any material submitted by the bidder which it considers confidential must be marked as such by the bidder.
- 2.16 Any dispute arising out of or relating to the bid must first be referred to the Accounting Officer for resolution. Such resolution to be made within 60 days of referral.
- 2.17 The tender may be divisible and be awarded to more than one bidder.

3. TERMS AND CONDITIONS FOR BIDDING [Part B – Tax Compliance Requirements]

- 3.1 Bidders must ensure compliance with their tax obligations.
- 3.2 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.
- 3.3 Application for the tax compliance certificate (TCC) 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.
- 3.4 Foreign suppliers must complete the pre-award questionnaire in 3.7 below.
- 3.5 Bidders may also submit a printed TCC certificate together with the Bid. In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCC certificate / pin / and CSD number.



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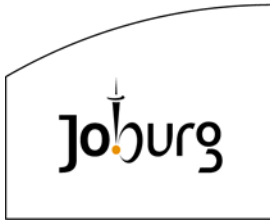
- 3.6 Where no TCC is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
- 3.7 If the answer is “no” to all of the below, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 3.3 above.

Question	Yes	No
Is the entity a resident of the republic of South Africa (RSA)?		
Does the entity have a branch in the RSA?		
Does the entity have a permanent establishment in the RSA?		
Does the entity have any source of income in the RSA?		
Is the entity liable in the RSA for any form of taxation?		

4. TAX MATTERS

It is a condition of bid that the taxes of the successful bidder must be in order as at the date of award, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations as at the the date of award. The annexure must be read in conjunction with the important notice.

- 4.1 The bidder must submit the tax compliance status PIN/ CSD in order to enable verification of the tax status of the bidder.
- 4.2 The bidder, upon being called to, must submit a valid Tax Clearance Certificate issued by any SARS branch office in order to determine tax compliance. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.3 The tax affairs of the bidder, as at the date of award, must be tax compliant.



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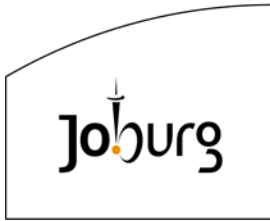
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4.4 Provided that the bid has Consortia / Joint Ventures / Sub-contractors involved, the conditions in 4.2 and 4.3 above equally apply to each member of the Consortia/Joint Ventures /Sub - contractor.

_____	_____
Signature	Date
_____	_____
Capacity	Name of Bidder

5. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

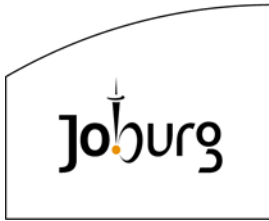
- a) In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- b) The General Conditions of Contract will form part of all bid documents and may not be amended.
- c) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
- d) Wherever the following words appear, they will have interchangeable meaning: “purchaser” refers to the “municipality” and “supplier” refers to the “bidder”.



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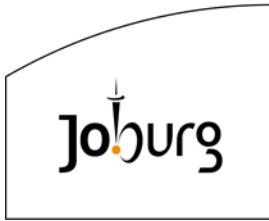
Definitions

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



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- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.



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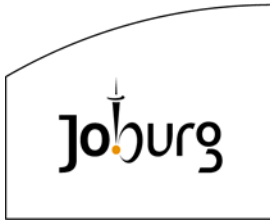
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

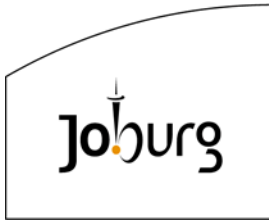
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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- 3.2 Invitations to bid are, in addition to the purchaser's website and/or newspapers, are published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.
4. Standards
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.



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6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

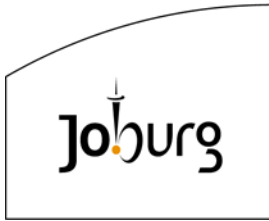
7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

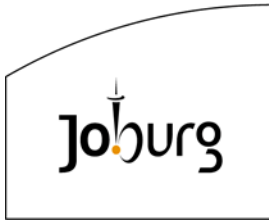
7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.



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8. Inspections, tests and analysis

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier



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further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

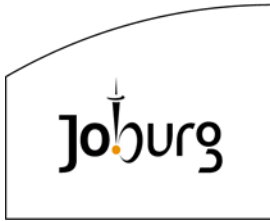
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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



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11 Insurance

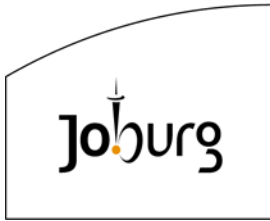
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.



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

14. Spare parts

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

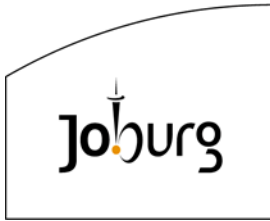
(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

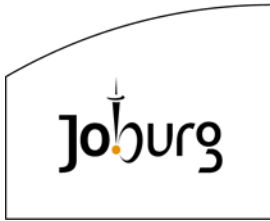
15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under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



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- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.



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17. Prices

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

18. Contract amendments

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

19. Assignment

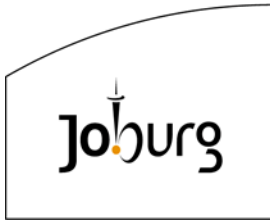
19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

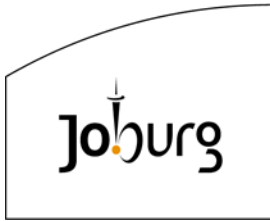
21. Delays in the supplier's performance

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



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- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.



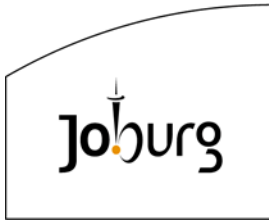
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22. Penalties

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

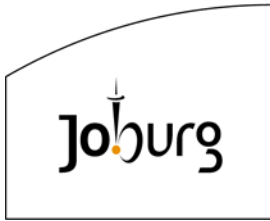
23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.



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- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters.



BID NO: A879

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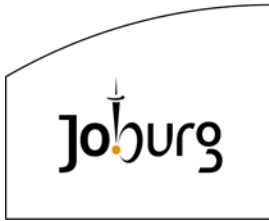
When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.



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25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

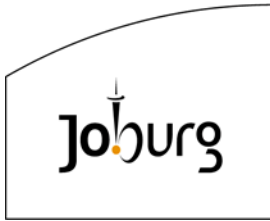
27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

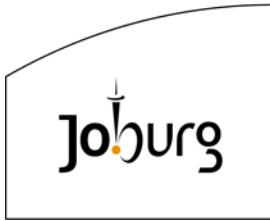
27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,



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- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.



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31. Notices

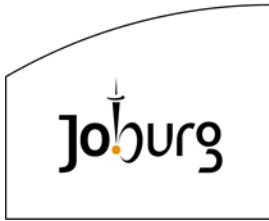
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be awarded to any bidder whose tax matters are not in order. A tax clearance certificate must be submitted and if a copy, such must be certified as the true copy of the original. Revenue Services.

33. National Industrial Participation (NIP) Programme

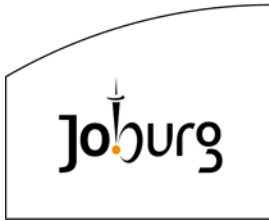
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.



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34. *Prohibition of Restrictive practices*

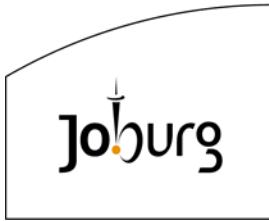
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s)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



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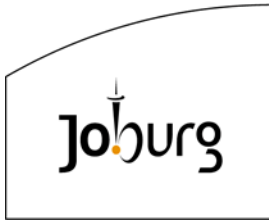
SECTION 1

1.1	RETURNABLE DOCUMENTS	Attached
1.1.1	Valid B-BBEE accreditation certificate or certified copy issued by verification agencies accredited by SANAS; sworn affidavit issued by SAPS or Commissioner of Oath	
1.1.2	Valid one-time pin (OTP) for tender issued by South African Revenue Services (SARS)	
1.1.3	Municipal rates and taxes for company and all directors not in arrears for more than 90 days or affidavit or lease agreement not older than three (3) months (if in arrears must provide proof of acknowledgement to pay the account with the relevant Municipal Revenue Department).	
1.1.4	Completed and signed MBD forms 1, 3.2, 3.3, 4, 6.1, 8 & 9	
1.1.5	Curriculum Vitae and certified copies of proof of qualifications and qualifications and professional registration (where applicable) assigned to the project as outlined in “Minimum Competencies and Qualifications”	
1.1.6	Total cost breakdown according to the phases/ activities of the project inclusive of VAT	
1.1.7	Fully completed and signed form of bid	
1.1.8	Fully completed and signed declaration of State of Municipal Account	
1.1.9	Proof of registration on the National Treasury Central Supplier Database or copy of CSD report or M-AAA number	



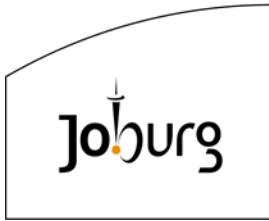
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1.1.10	List of similar projects/contracts and letters with contactable references on a company letter awarded the contract	
1.1.11	Company registration (CK)	
1.1.12	Complete the City of Joburg pricing schedule in full and attach a signed quotation on company letter head.	
1.1.13	Project plan covering scope of work, deliverables and milestones	
1.1.14	A video recording, not more than 15 minutes long, of a live demonstration of a similar system developed by the bidder. This shall be included on a CD or DVD ROM included in the bid and in the form of a downloadable link from a cloud storage platform. The presentation must be by one of the project team members, and they must introduce themselves, and declare they are a member of the project team.	
1.1.15	Company profile	
1.1.16	Valid and Verified B-BBEE Certificate (In case of JV'S Companies are required to submit consolidated joint certificates verified by SANAS for this project.	
1.1.17	Joint Venture agreements, where applicable.	
1.2	PREQUALIFYING CRITERIA	
1.2.1	N/A	
1.2.3		



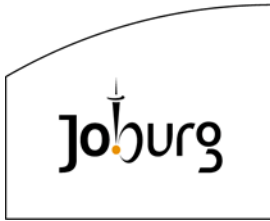
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1.3	DISQUALIFYING CRITERIA Failure to provide the below documents will invalidate the bid offer and it will be considered non-responsive
1.3.1	Failure to attend compulsory briefing session.
1.3.2	Failure to fully complete and sign the form of bid.
1.3.3	Failure to fully complete the City of Joburg pricing schedule in full and attach a signed quotation on company letter head.
1.3.4	Failure to provide the professional body registrations for the project team members as contained in section 10 titled “minimum Competencies and Qualifications” in these ToR.
1.3.5	Failure to attach a letter confirming errors or alteration in the price schedule if applicable
1.4	SPECIAL CONDITIONS
1.4.1	An SLA, the terms and conditions of which will be finalised with the preferred bidder, shall be concluded as soon as possible after award of the contract and before work commences or any payment is done. The service provider must be able to work with other CoJ service providers.
1.4.2	The CoJ reserves the right to accept the bid in whole or in part. The pricing must be submitted along with a completed Tender Form (including pricing schedule).
1.4.3	Bidders are required to include all costing activities against each item when indicating their prices on the pricing schedule. (The intention is for the Bidder to provide a complete pricing including branding, licencing etc.)
1.4.4	Please note that there shall be no upfront payment.



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1.5	JOINT VENTURES/CONSORTIUMS
	Bidders may enter into joint venture/consortium agreements in respect of this proposal. The agreements will only be considered where each party's role and share are clearly stated and where these signed agreements are attached to the submission. Expertise must also be clearly demonstrated in areas which each party will be providing services. Documents outlined in section 'Returnable Documents' must be submitted for all parties.
1.6	CONDITIONS OF AWARD Notwithstanding the suppliers' proposal being recommended for award, an award shall not be made to a supplier whose:
1.6.1	A supplier whose tax matters are not in order, as confirmed in terms of the National Treasury's Centralized Supplier Database (CSD) and the SARS.
1.6.2	Municipal Rates and Taxes of the bidder and that of its Directors is in arrears for more than 90 days and there are no arrangements made with the relevant Municipality.
1.6.3	Directors and Principal members are in the Service of the State as defined in Regulation 1, of the Municipal Supply Chain Management Regulations.
1.6.4	Name of the bidder or that of its directors appear on the National Treasury's database of Restricted Suppliers.



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SECTION 2

1. DEFINITIONS AND ABBREVIATIONS

“API” – Application programming interface; connections between databases that allow for automatic sharing of data between discreet data servers/ systems. These should be “live” so that when data is updated or changed in one system, it is automatically updated in the other system, and vice versa (although time intervals, e.g. daily, weekly, monthly, etc. may be defined for different datasets).

“CGIS” – Directorate: Corporate Geo-Informatics, Development Planning Department.

“CoJ” – The City of Johannesburg Metropolitan Municipality.

“CT&SP” – Directorate: City Transformation and Spatial Planning, Development Planning Department.

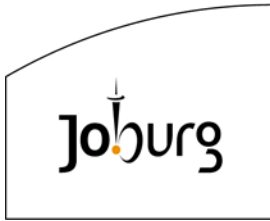
“GICT” – Group Information and Communications Technology Department, City of Johannesburg

“GIS” – Geographic Information System.

“GUI” - Graphical User Interface, an interface between a user and a computer system that involves the use of a mouse-controlled screen cursor to select options from menus, make choices with buttons, start programs by clicking icons, etc.

“LUDM” – Directorate: Land Use Development Management (sometimes also referred to as LUM), Development Planning Department.

“ME” – Municipal Entity (sometimes referred to as ‘municipal owned entity, MOE’), also referred to as ‘entities’ in this document; companies that are fully owned by the City of Johannesburg, including City Power, Joburg Water, Johannesburg Roads Agency (JRA), Pikitup, Johannesburg Property Company (JPC), Johannesburg Development Agency (JDA), Johannesburg City Parks & Zoo (JPCZ), Johannesburg Social Housing Company (JOSHCO), Joburg Market, Joburg City Theatres, Metrobus and the Metropolitan Trading Company.



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“Spatial Data” – Any data that has a spatial reference, (location, coordinates, field relating to a geographic area or polygon) and thus can be mapped in a Geographic Information System.

“Spatial Plan” - Plans that direct future spatial development in the City, and that are used by developers to make land use/development applications, and by LUDM to assess those applications. These include the Spatial Development Framework (SDF), Regional Spatial Development Frameworks (RSDFs), Strategic Area Frameworks (SAFs), Urban Development Frameworks (UDFs), Precinct Plans, Urban Design Guidelines.

“The City” – The City of Johannesburg Metropolitan Municipality and its entities

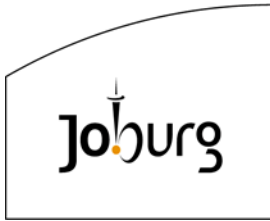
“The Project” – The work set out in these terms of reference, to be completed by the successful bidder.

“ToR” – Terms of Reference

2. INTRODUCTION

The City of Johannesburg (CoJ) is preparing to build a new web-based citywide spatial data portal. The project is being managed by the Directorate: City Transformation and Spatial Planning (CT&SP) in conjunction with the Directorate: Corporate Geo-Informatics (CGIS), both part of the Development Planning Department. The aim of the project is to create a single, integrated, online spatial data portal (based on an online GIS mapping platform) for the City of Johannesburg and its entities. The platform will be a tool to be used internally (by the City’s officials) and externally (by other spheres of government, members of the public, the private sector, etc.) for:

- a) Integrating relevant spatial data in the City
- b) Accessing relevant spatial data in the City through a web-based portal or online mapping set of applications
- c) Assisting in spatial decision making
- d) Assisting in evidence-based policy making



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- e) Assisting in spatial analysis and spatial reporting of data for non-GIS-experts, and GIS experts alike

The project will also create a “Spatial Plan Management and Sharing System” for the Directorate: City Transformation and Spatial Planning (CT&SP) that will be integrated into the “Integrated Spatial Data Portal” mentioned above.

3. PURPOSE OF THESE TERMS OF REFERENCE

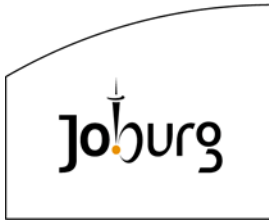
The City of Johannesburg would like to invite suitable, qualified bidders to submit proposals to build, test and deploy a central, integrated spatial data portal and associated online mapping website for the City of Johannesburg’s departments and entities, and a spatial plan management and sharing system for the Directorate: CT&SP. The portal will not replace spatial data systems (where applicable; current and future) of each department or entity, but rather act as a central point of access for integrating spatial data across the organisation.

4. BACKGROUND

Separate backgrounds are given below for the “Integrated Spatial Data Portal” and the “Spatial Plan Management/Sharing System” covered by these ToR.

4.1 Integrated Spatial Data Portal

The City of Johannesburg’s departments and municipal owned entities (MEs) generate and use much spatial data. This data is however not integrated as well as it could be across departments and entities, and as such is not being used to its full potential. The City has an excellent online GIS system (developed and managed by CGIS) but it can be improved through integration with other data, additional functionality (analysis and reporting tools), and increased access to data. Sharing of spatial data, both internally (between CoJ departments and entities) and externally (with other spheres of government, the public, the private sector, etc.) is not as efficient as it could be and should be improved.



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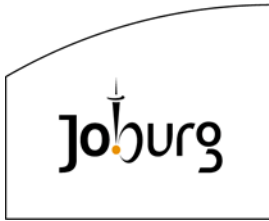
In response to these issues, this project proposes the development of an Integrated Spatial Data Portal, with the full functionality outlined in section 5.1, and summarised in section 0.

4.2 Spatial Plan Management/Sharing System

The City of Johannesburg has many spatial plans in place, from the SDF to RSDF's to more localised plans in the form of SAF's, UDF's and precinct plans. These plans cover different geographic areas and spatial scales; were developed at different times; are continually being added to (through new plans and amendments to existing plans) and, with the introduction of the Nodal Review in 2020, now may become defunct and automatically rescinded (subject to certain conditions) 5 years after approval. At best, the vast number of spatial plans can cause confusion as to which is applicable to land use applications and at worst different plans may contain contradictory information. Additionally, CT&SP is continually developing new spatial plans. As such, CT&SP requires a system for managing and sharing spatial plans in the CoJ, to give clarity to the body of spatial plans in the City.

The functionality of the Spatial Plan Management and Sharing System is detailed in section 5.2 below, but in summary, the system should:

- a) Be a repository/database of all approved spatial plans in the City of Johannesburg and provide clarity on which plans are applicable to each area of the City.
- b) Define and develop a data format to store and spatially depict the content of all spatial plans in one web map, that includes links to all relevant documentation linked to each plan or area.
- c) Form a management system for spatial plans, to be used by CT&SP to manage the development of new plans throughout their development process, and the implementation of plans over their lifespan.
- d) Promote transparency.



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5. FUNCTIONALITY OF THE SYSTEMS

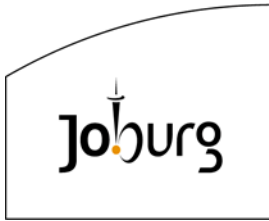
Separate functionality lists are given below for the “Integrated Spatial Data Portal” and the “Spatial Plan Management/Sharing System” covered by these ToR.

5.1 Integrated Spatial Data Portal: Central Access Point for relevant Spatial Data in the CoJ

The Central Repository for relevant Spatial Data in the CoJ:

- a) Should not replace any GIS or spatial data system already in place in CoJ departments and entities, nor should it develop any new spatial data systems for any department or entity (other than the spatial plan management system for CT&SP described later in the document).
- b) Should not replace the national Electronic Metadata Catalogue as implemented through the Spatial Data Infrastructure Act (Act 54 of 2003) or contradict any of its Policies and Regulations.
- c) Should not be confused with a general central data repository for the CoJ which is planned by the Smart Cities office. The system envisaged in these ToR focuses on spatial data and should link to the broad central data repository in the City, forming the branch of the City’s data sharing infrastructure that deals with spatial data.
- d) Must act as the central mapping service of the City, including (as a starting point) the Land Information System (LIS), Building Application System (BAS), Town Planning Application System (TAS), and static Spatial Data¹ held by CGIS, and data included currently on the City’s online mapping system.
- e) Must have the capacity to, through API’s and/or other automatic data connections, create a central point of access or portal for spatial data in the City. This will allow for sharing and comparison of different spatial datasets within the City (between

¹ Static spatial data refers to spatial data that is not automatically collected from ‘live systems’ but rather data that is obtained from service providers and manually uploaded onto the system.



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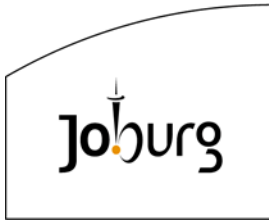
departments and entities) as more systems are integrated over time and create a central portal to access spatial data within the City. The development of the system must include the integration of at least one internal spatial data system in the City through an API.

- f) Must have capacity to integrate with future GIS/spatial data applications and sources to be developed by different entities or departments.
- g) Must include the capacity for API's and/or other automatic data connections to external (outside of the City and its entities) users and providers of spatial data. This should be for sharing the data externally and for importing relevant data from external providers of spatial data. Where these are not set up initially, the system must have the capacity to add connections to external data sources over time. The development of the system must include the integration of at least one external (to the City) spatial data system through an API.
- h) The development of the system must include the creation of API protocols for connection of the system to internal (to the CoJ) departments and entities and external data users, providers, or custodians.
- i) Must provide the ability for users of the system to download data (subject to data usage agreements and access restrictions to be determined with data custodians/providers; and subject to practical limitations on data download sizes). Must have the ability to log download activity for reporting purposes.
- j) Must have the ability to integrate real-time data feeds, such as vehicle GPS locations (busses, city fleet, etc.), call centre information, social media data, crowd sourced data, etc.

5.1.1 Web Mapping Functions

The system must include web mapping capacity that integrates diverse sources of data contained within or linked through API's to the system.

The system must:



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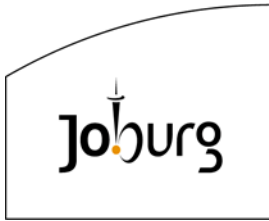
- a) Have a web-based GIS interface where different layers of data can be shown, overlain, and metadata viewed.
- b) Be customisable, so that users can show information (layers) that they are interested in.
- a) Be time enabled, so that maps can be generated for different user-selected time periods (for data that has temporal information, e.g. the Town Planning Application System).
- c) Have options to print maps (to various formats including PDF).
- d) Have options to extract and download data (subject to data usage agreements and access restrictions to be determined with data custodian/providers).
- e) Have options for users to upload their own data temporarily for personal analysis (in various spatial formats, including but not limited to shapefiles) for comparison and spatial analysis.
- f) Include a feedback feature where users may request new features/data, or report deficiencies (e.g. bugs, data errors, etc.)
- g) Include drawing and measurement functions.
- h) Integrate with the spatial reporting and spatial analysis functionality listed below.

5.1.2 Spatial Reporting

A spatial reporting system must be developed/integrated with the system to allow for users to easily generate detailed and up to date reports on spatial data contained within or linked through API's to the system.

The system must:

- a) Be able to generate reports on spatial data for the whole City, or for user-defined locations, both for internal CoJ and external users.
- b) Include an interface that allows the user to generate custom reports for their needs where they can (using a GUI -graphical user interface-, with drop down lists etc.) select the data they would like reported and the spatial location to be reported on (with



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different options, i.e. existing layers – wards, regions, townships etc.,- upload or draw their own polygons, choose a buffer around a point or polygon, etc.).

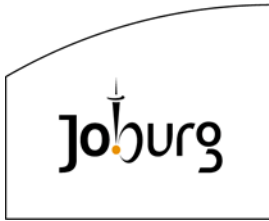
- c) Have the ability to generate reports for single locations/polygons or multiple locations/polygons (i.e. a report for a single ward, or one report for multiple wards).
 - a. Reports should be generated online and downloadable as PDF's or other common formats, including but not limited to data formats such as, xlsx, csv, txt, etc.
- d) Be time enabled, so that reports can be generated for different user-selected time periods (for data that has temporal information, e.g. the Town Planning Application System).
- e) Include several general, standard, pre-prepared reports that anyone can easily access at any time (regional reports, ward reports, and reports under different themes). For example, number of approved rezoning applications per ward over time.
- f) The system should record the reports generated (for internal CoJ reporting purposes) and have a user feedback function where users could request different types of reports or different reporting functions.

5.1.3 Spatial Analysis Functions

Spatial analysis functionality must be included in the system, and incorporated into the spatial mapping functions above, to allow for users to easily perform certain spatial analysis from within the web mapping application, or online portal website.

The system must, for relevant spatial data in the system:

- a) Include analysis functions including, but not necessarily limited to:
 - i. Heat map generation
 - ii. Feature search based on user-defined criteria (e.g. search for erven with certain user-defined spatial characteristics)
 - iii. Find nearest feature (e.g. find the nearest park to a selected erf)
 - iv. Draw Buffers around features (points or polygons)

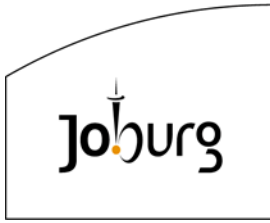


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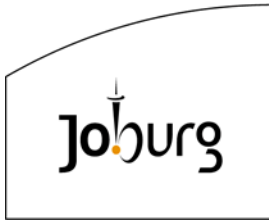
- v. Routing between two points
 - vi. Create service areas (area accessible on road networks)
 - vii. List of user defined features within an area, or a distance of an area (e.g. list of schools, hospitals and clinics within a 2km buffer or 2km service area of a point).
- b) Include a graphical user interface (GUI) where users can view the tools and run their own analyses.
 - c) Be time enabled, so that analysis can be generated for different user-selected time periods (for data that has temporal information, e.g. the Town Planning Application System).
 - d) Include several general, standard, pre-prepared spatial analyses that anyone can easily access at any time for different areas and themes. An example is a heatmap showing the density of rezoning applications for a certain year, over the entire city.
 - e) The system should record the analysis performed (for reporting purposes) and have a user feedback function where users could request different types of analysis or different analysis functions.

5.2 Spatial Plan Management and Sharing System

- a) This system is to be developed for the Directorate: CT&SP as a part of the broad project outlined in these ToR.
- b) The system will be the official source on spatial plans, including their applicability to different parts of the City at a given time.
- c) The system should be a web-based GIS system, and be linked to a database (to be developed by the service provider), of plans (developed by the City) including spatial and non-spatial data (e.g. documents related to plans).
- d) The system should have a web-based interface for users, with different access rights for CT&SP staff (who are able to update the system throughout plan development and

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- approval phases) and those using the system for information (e.g. developers, LUDM staff, etc.)
- e) The system should be integrated with the Integrated Spatial Data Portal (section 5.1) and have the same web mapping functionality as outlined in section 5.1.1.
- f) The system should be able to:
- i. Show all relevant spatial plans across the City.
 - ii. Give clarity to developers, members of the public, and City officials (mainly in LUDM, but also from any department/entity/directorate) about what plan or plans are applicable in any part of the City at a given time, and what those plans are saying in terms of land use policy (proposed residential densities, land uses, development controls, etc.)
 - iii. Capture the status of plans, such as validity, expiry date, etc.
 - iv. Capture and display plans that are currently in development by or on behalf of CT&SP, and the status and other details of those plans (e.g. initiation phase, public participation, council approval process, person/s responsible, etc.)
 - v. Provide information about all plans in one easy to access web-based location, including all documentation linked to plans. The system should not be a full document management system, but should include relevant documents related to plans (the plans themselves, related studies, approval documentation, etc.)
 - vi. Automatically update when plans become defunct (in terms of time or are replaced by another spatial plan, and previous plans are marked as 'archived', 'expired', 'historic' or something similar).
 - vii. Include a feedback feature where users may give feedback on spatial plans through the platform, including issues, comments, errors, etc.



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5.3 Data Export Function

All data for both systems must be exportable to common spatial data formats (e.g. shapefile, GeoJSON, kml, kmz, etc.), subject to data sharing agreements with data custodians/providers and to practicalities of download size. These agreements, together with metadata, dictate the levels of access for different users, and what information may be made publicly available and not.

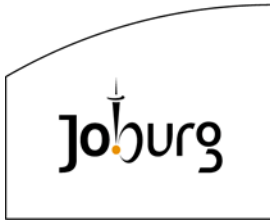
5.4 Software Platform development history, history of long-term maintenance, and history of updates

The software platform used to host the systems outlined in these ToR, whether proprietary or open source, must have at least a 10-year record of continual development, including regular upgrading by the developer, and long-term support of the developer of at least 5 years. The installed system must be upgradeable (as new platform software is released) without negatively impacting the running of the systems outlined in these ToR. The software platform chosen must have alternative service providers in existence (other than the developers of the software themselves) who are able to provide long term maintenance and support if required in the future.

5.5 Data and System Security and Compliance

The systems must comply with all relevant legislation, policy, and industry best practice regarding data and system security and compliance. This should protect the integrity of the system and the data from malicious action (e.g. hacking), protect the rights of the users of the system and data, protect the rights of the providers/custodians of the data, and protect the rights and interests of the City. Legislation and policy include but are not necessarily limited to:

- a) The Protection of Personal Information Act 2013
- b) The Spatial Data Infrastructure Act 2003
- c) The Municipal Systems Act of 2000



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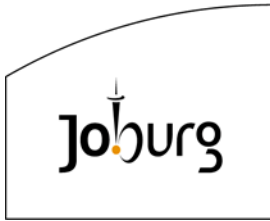
- d) Municipal Finance Management Act 2003
- e) Promotion of Access to Information Act 2000
- f) Electronic Communications and Transaction Act 2002
- g) Any City of Johannesburg IT/Information Policy (available from the CoJ IT Department)

5.6 Data and System Inter-operability

The systems must have the capability to integrate with systems using different operating systems and spatial data formats and database types (within the limitations of the systems being connected to). These capabilities and interoperability are to be defined in collaboration with the City and its entities, and the system shall fall within the enterprise architecture and standards of the City. A major part of the system design will be creating the capacity for integration using various technologies (e.g. Webservices API's, SFTP, MS Biztalk, SAP PI etc.), so that different sources of spatial data may be integrated with the system. This is to allow different systems, internal or external to the City, to integrate with the system, both in terms of importing and exporting data. Where not possible, protocols for sharing data through non-automatic or less automatic means (emailing data, sharing on portable storage devices, etc.) must be possible.

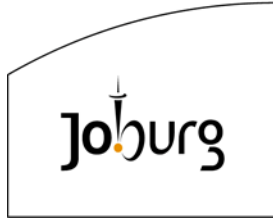
5.7 Infrastructure and architecture design requirements

- a) Design: the systems must be tiered of nature which will have the following;
 - a. Internal focus (O/S, Application and Data)
 - b. External Focus (Web Services, O/S, Application. Please take note that the Data component will be placed internally behind our firewalls)
- b) Architecture layout should make provision for the following SDLC environments;
 - a. Dev-Pre-Production environment
 - b. Production



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- c. High Availability
 - d. Archive
 - e. Backup
 - f. Disaster Recovery
- c) The infrastructure and storage environments are currently running in a virtualised environment and all systems should cloud enabled.



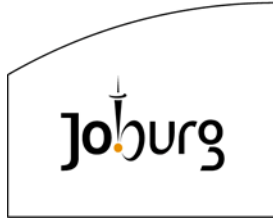
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6 SCOPE OF WORK, DELIVERABLES AND TIMEFRAMES

The scope of work below summarises the broad tasks involved. It includes separate sections for the “Central Portal for relevant Spatial Data in the CoJ” and the “Spatial Plan Management and Sharing System”. Note that the work for each section will run concurrently.

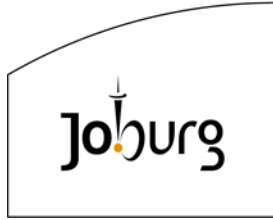
6.1 Integrated Spatial Data Portal: Central Access Point for relevant Spatial Data in the CoJ

Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
1. Preliminary Work (Same as in table below i.e. to be done in work stream and common documents for the	a) Inception report, agreed upon work plan and signed SLA b) Business requirement specification	a) Inception Meeting b) Inception report c) Signed SLA and Work Plan	a) Meetings with CoJ project team b) Draft all deliverables listed	1



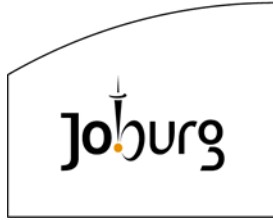
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Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
data portal and spatial plan management system)		d) Business requirement Specification Document and presentation	c) Be available for weekly meetings with CoJ project team d) Quarterly project reporting required	
2. Audit of Spatial Data Systems in the City	a) The audit should include the following departments and entities within the CoJ i. Transport Department	a) Report on Spatial Data Systems assessed, with presentation	a) Meetings and follow up meetings with all of the departments and entities listed b) Obtain permission from CoJ Group ICT to	12 (two tasks, audit and system development, running concurrently)



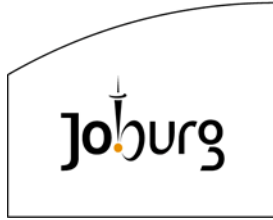
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Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
	ii. Chief Operating Officer's Office iii. Environment and Infrastructure Services Department iv. Economic Development Department		technically interrogate systems c) Perform technical analysis on existing systems for audit d) Draft Deliverables listed e) Be available for weekly meetings with CoJ project team f) Quarterly project reporting required	



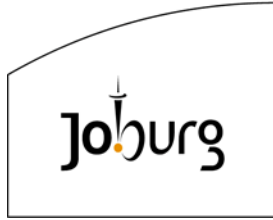
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Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
	<ul style="list-style-type: none"> v. Housing Department vi. City Power vii. Johannesburg Water viii. Johannesburg Property Company ix. Johannesburg Roads Agency 			



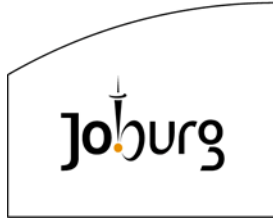
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Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
	<ul style="list-style-type: none"> x. Johannesburg Development Agency xi. Johannesburg City Parks & Zoo xii. Metrobus xiii. Rea Vaya xiv. Citizens Relationship and Urban 			



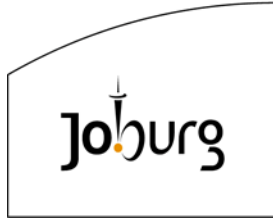
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Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
	<p>Management (CRUM)</p> <p>xv. Pikitup</p> <p>b) Report on all existing GIS systems contained within the departments and entities above, including their functionality, and technical specifications on</p>			



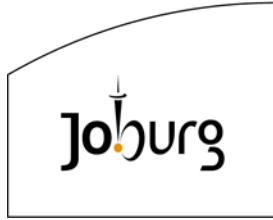
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Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
	<p>their inter-operability (through API's) with the spatial data portal envisaged in these ToR. The report should also include technical requirements for integrating existing GIS systems within entities and departments with the</p>			



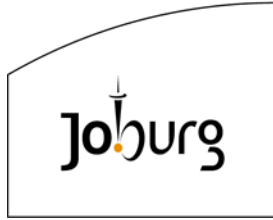
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Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
	spatial data portal envisaged in these ToR.			
3. System Development	<ul style="list-style-type: none"> a) Functional specification b) Technical specifications c) System architecture design d) Data Sharing Protocols and 	<ul style="list-style-type: none"> a) Functional specification document and presentation b) Technical specification document and presentation c) System architecture design document and presentation 	<ul style="list-style-type: none"> a) Consult with the CoJ project team regularly, and as and when needed. b) Be available for weekly meetings with CoJ project team c) Quarterly project reporting required 	



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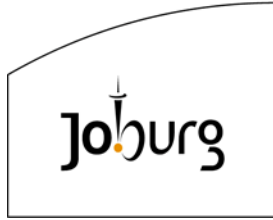
Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
	<p>Agreements (where relevant)</p> <p>e) Developing API protocols for connection of the system to internal (to the CoJ and its entities) and external data users, providers, or custodians.</p>	<p>d) Drafted, signed data sharing agreements (for pilot connections)</p>		



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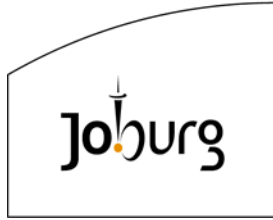
Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
	f) Setting up API's/ automatic data connections (pilot API with at least one internal department/entity and one external body ²) g) System development			

² E.g. the Gauteng City Region Integrated Geospatial Data Platform: <https://gisportal.gauteng.gov.za/portal/home/>



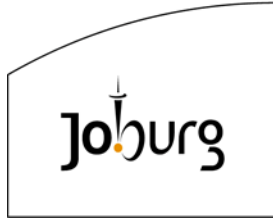
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Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
4. Beta Deployment	a) Install and deploy the systems for Beta testing (select set of internal (CoJ) and external users).	a) Beta system installed on dedicated CoJ server environment. b) Report on users who will take part in the beta testing c) Permission in writing to install the system (from Group ICT)	a) Work with Group ICT and CGIS throughout the deployment b) Be available for weekly meetings with CoJ project team c) Quarterly project reporting required	1
5. System Testing	a) Service provider to provide a systematic procedure to test the	a) Procedure document for system testing	a) Be available for weekly meetings with CoJ project team	6



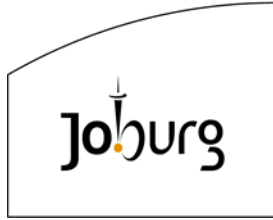
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Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
	<p>system along with internal CoJ users and selected external users for bug checking and for areas where the system can be improved.</p> <p>b) Create a system test report to guide amendments that are</p>	<p>b) System testing report and presentation</p>	<p>b) Quarterly project reporting required</p>	



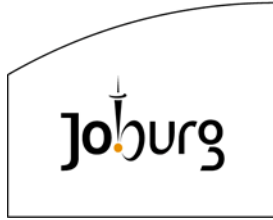
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Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
	needed on the system.			
6. Amendment to System based on testing	a) Service provider to create a report on the amendments that will be undertaken. b) Service provider to make amendments or additions to the system based on the system testing conducted.	a) Amendment report based on testing described with presentation	a) Be available for weekly meetings with CoJ project team b) Quarterly project reporting required	6



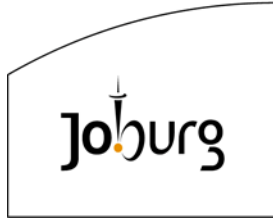
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Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
7. System Deployment	a) Final deployment of the system for internal and external users.	a) Final system installed on dedicated CoJ server environment. b) Permission in writing to install the system (from Group ICT)	a) Work with Group ICT and CGIS throughout the deployment b) Be available for weekly meetings with CoJ project team c) Quarterly project reporting required	1
8. Training and Skills Transfer	a) Create a training and skills transfer plan b) Service provider to develop user	a) Training and skills transfer plan b) User manuals/tutorials	a) Be available for weekly meetings with CoJ project team	5



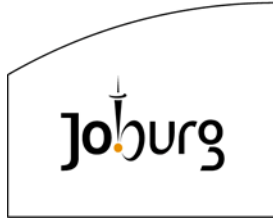
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Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
	<p>manuals/tutorials and provide training to internal (CoJ) users on the functionality of the system. Training should also be provided to CGIS on the maintenance of the system.</p> <p>c) Service provider to provide proof of training and skills</p>	<p>c) Maintenance training and reference manual</p> <p>d) Proof of training that was carried out</p>	<p>b) Quarterly project reporting required</p>	



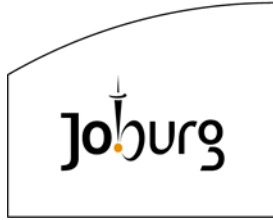
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Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
	transfer to all who participated.			
9. System Handover to CoJ	a) The system, with source code, as well as all technical documentation and user manuals, is to be handed over to the CoJ for ongoing management, and possibly to procure a long-term	a) All documentation from the project to be delivered as a final document bundle (electronically) b) Source code provided to the CoJ, electronically c) Close out meeting	a) Be available for weekly meetings with CoJ project team b) Quarterly project reporting required	4



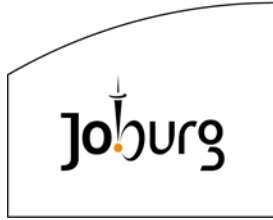
APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
	maintenance service provider (not within the scope of these ToR).			
10. Software Licencing	a) If proprietary software (for hosting, databases, or any other reason) is required for the system to run, then the costing of the licences for that	a) Licence agreements and proof of licence delivery to the City for the 3-year development period, and 3-year post-development period (6 years in total).		Duration of project



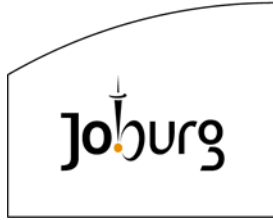
APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
	<p>software shall be included in the detailed pricing schedule and proposal submitted.</p> <p>b) Licencing shall include the development period (36 months), plus licences for 3 years post development, so 6 years in total.</p>			



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

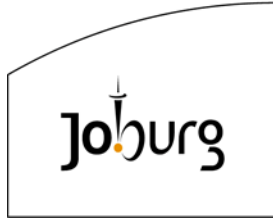
Integrated Spatial Data Portal				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
	c) The 3-year licencing post development shall be charged as a lump sum in the third year of development, with system handover.			
<u>Total Months</u>				<u>36</u>



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

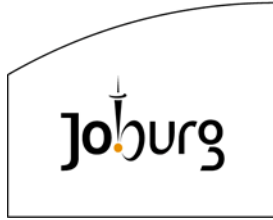
6.2 Spatial Plan Management and Sharing System

Spatial Plan Management and Sharing System				
Task	Description	Deliverables (all to be signed off by CoJ project manager)	Minimum requirement notes	Time (months)
1. Preliminary Work (Same as in table above i.e. to be done in work stream and common documents for the data portal and spatial plan management system)	a) Inception report, agreed upon work plan and signed SLA b) Business requirement specification	a) Inception Meeting b) Inception report c) Signed SLA and Work Plan d) Business requirement Specification Document and presentation	a) Meetings with CoJ project team b) Draft all deliverables listed c) Be available for weekly meetings with	1



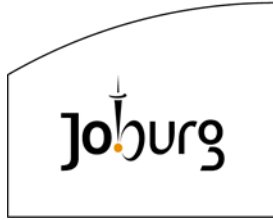
APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

			CoJ project team d) Quarterly project reporting required	
2. System Development	<ul style="list-style-type: none"> a) System architecture design b) Conceptual design of the system and its functionality c) Conceptualisation and design of data requirements, data formats and database for the system 	<ul style="list-style-type: none"> a) Functional specification document and presentation b) Technical specification document and presentation c) System architecture design document and presentation 	<ul style="list-style-type: none"> a) Consult with the CoJ project team regularly, and as and when needed. b) Be available for weekly meetings with CoJ project team 	6



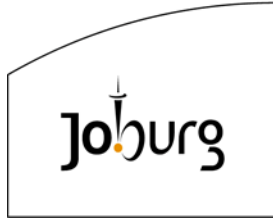
APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

	d) System Development		c) Quarterly project reporting required	
3. Beta Deployment	Install and deploy the systems for Beta testing (select set of internal (CoJ) and external users).	<ul style="list-style-type: none"> a) Beta system installed on dedicated CoJ server environment. b) Report on users who will take part in the beta testing c) Permission in writing to install the system (from Group ICT) 	<ul style="list-style-type: none"> a) Work with Group ICT and CGIS throughout the deployment b) Be available for weekly meetings with CoJ project team 	1



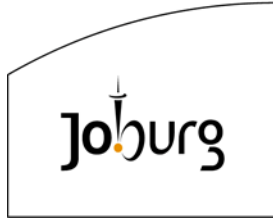
APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

<p>4. System Testing</p>	<p>a) Service provider to provide a systematic procedure to test the system along with internal CoJ users and selected external users for bug checking and for areas where the system can be improved.</p> <p>b) Create a system test report to guide amendments that are needed on the system.</p>	<p>a) Procedure document for system testing</p> <p>b) System testing report and presentation</p>	<p>a) Be available for weekly meetings with CoJ project team</p> <p>b) Quarterly project reporting required</p>	<p>5</p>
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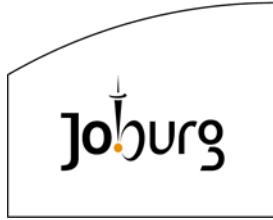
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<p>5. Amendment to System based on testing</p>	<p>a) Service provider to create a report on the amendments that will be undertaken. b) Service provider to make amendments or additions to the system based on the system testing conducted.</p>	<p>a) Amendment report based on testing described with presentation</p>	<p>a) Be available for weekly meetings with CoJ project team b) Quarterly project reporting required</p>	<p>2</p>
<p>6. System Deployment</p>	<p>a) Final deployment of the system for internal and external users.</p>	<p>a) Final system installed on dedicated CoJ server environment. b) Permission in writing to install the system (from Group ICT)</p>	<p>a) Work with Group ICT and CGIS throughout the deployment b) Be available for weekly</p>	<p>1</p>



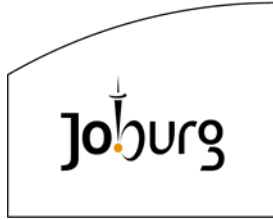
APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

			<ul style="list-style-type: none"> meetings with CoJ project team c) Quarterly project reporting required 	
7. Training and Skills Transfer	<ul style="list-style-type: none"> a) Create a training and skills transfer plan b) Service provider to develop user manuals/tutorials and provide training to internal (CoJ) users on the functionality of the system. Training should 	<ul style="list-style-type: none"> a) Training and skills transfer plan b) User manuals/tutorials c) Maintenance training and reference manual <p>Proof of training that was carried out</p>	<ul style="list-style-type: none"> a) Be available for weekly meetings with CoJ project team b) Quarterly project reporting required 	1



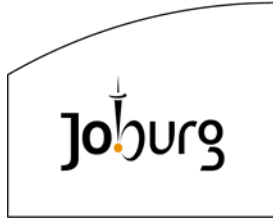
APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

	<p>also be provided to CGIS on the maintenance of the system.</p> <p>c) Service provider to provide proof of training and skills transfer to all who participated.</p>			
8. System Handover to CoJ	<p>a) The system, with source code, as well as all technical documentation and user manuals, is to be handed over to the CoJ for ongoing management, and possibly to procure a</p>	<p>a) All documentation from the project to be delivered as a final document bundle (electronically)</p> <p>b) Source code provided to the CoJ, electronically</p> <p>c) Close out meeting</p>	<p>a) Be available for weekly meetings with CoJ project team</p> <p>b) Quarterly project</p>	1



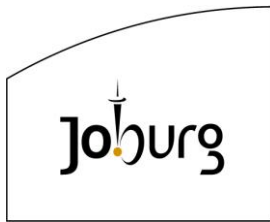
APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

	long-term maintenance service provider (not within the scope of these ToR).		reporting required	
Software Licencing	<p>a) If proprietary software (for hosting, databases, or any other reason) is required for the system to run, then the costing of the licences for that software shall be included in the detailed pricing schedule and proposal submitted.</p> <p>b) Licencing shall include the development period</p>	<p>a) Licence agreements and proof of licence delivery to the City for the 3 year development period, and 3 year post-development period (6 years in total).</p>		Duration of project



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

	<p>(36 months), plus licences for 3 years post development, so 6 years in total.</p> <p>c) The 3-year licencing post development shall be charged as a lump sum in the third year of development, with system handover.</p>			
<u>Total Months</u>				<u>18</u>



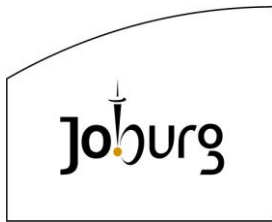
APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

7. SUMMARISED PROJECT TIMEFRAMES

The table below outlines the timeframes for the two proposed systems running concurrently. Times are shown in months.

Task	Integrated Spatial Data Portal (months)	Spatial Plan Management and Sharing System (months)
Preliminary Work	1	1
Audit of Spatial Data Systems in the City and System Development	12	6
Beta Deployment	1	1
System Testing	6	5
Amendment to System based on testing	6	2
System Deployment	1	1
Training and Skills Transfer	5	1
System Handover to CoJ	4	1
<u>Total Months</u>	<u>36</u>	<u>18</u>

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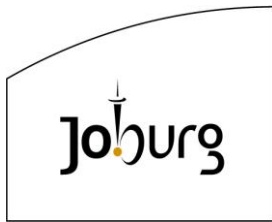


APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

8. PRICING SCHEDULE

Task (as per section 6)	Year 1 Unit Price (including vat)	Year 2 Unit Price (including VAT)	Year 3 Unit Price (including VAT)	Total 3 Year Unit Price (including VAT)
Integrated Spatial Data Portal				
Preliminary Work				
Audit of Spatial Data Systems in the City				
System Development				
Beta Deployment				
System Testing				
Amendment to System based on testing				
System Deployment				
Training and Skills Transfer				
System Handover to CoJ				
Software Licencing (if applicable) for 3-year development phase				
Software Licencing (if				

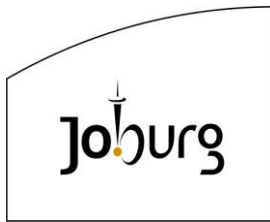
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APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

Task (as per section 6)	Year 1 Unit Price (including vat)	Year 2 Unit Price (including VAT)	Year 3 Unit Price (including VAT)	Total 3 Year Unit Price (including VAT)
applicable) for 3 years post development (lump sum charged in year 3 of project)				
Spatial Plan Management and Sharing System				
System Development				
Beta Deployment				
System Testing				
Amendment to System based on testing				
System Deployment				
Training and Skills Transfer				
System Handover to CoJ				
Software Licencing (if applicable) for 36-month development phase				

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APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

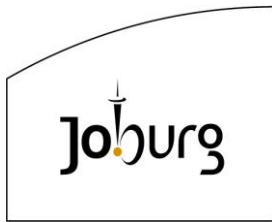
Task (as per section 6)	Year 1 Unit Price (including vat)	Year 2 Unit Price (including VAT)	Year 3 Unit Price (including VAT)	Total 3 Year Unit Price (including VAT)
Software Licencing (if applicable) for 3 years post development (lump sum charged in year 3 of project)				
<u>Totals</u>	<u>Year 1 (Including VAT)</u>	<u>Year 2 (Including VAT)</u>	<u>Year 3 (Including VAT)</u>	<u>Total for all 3 years (Including VAT)</u>

9. REPORTING

Detailed reporting will be required throughout the duration of the project. This will include quarterly progress reports, as well as detailed reports for each stage of the project as laid out in the scope of work.

An inception report outlining a detailed project work plan and detailed timeframes must be submitted within 14 days of the service provider being issued with an appointment letter by the City. The project plan must include milestones and deliverables, which shall be used as a guideline for staggered payment.

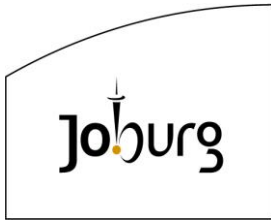
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APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

10. MINIMUM COMPETENCIES AND QUALIFICATIONS

- a) The bidder (company or consortium) must have successfully completed at least two (2) enterprise projects of a similar nature with verifiable references within the borders of South Africa, and within the past 10 years.
- b) The bidder must have a project team comprising of the following:
 - a. Project manager with minimum National Diploma in a relevant field (including but not limited to: Project Management, Business Administration, Geographic Information Systems, Information Technology, Web Development, Database Administration, Information Engineering, Software Development) at least 5 years relevant experience in developing GIS based web systems.
 - b. GIS expert with minimum National Diploma in Geographic Information Systems, 5 years relevant experience and registered as a Technician, Technologist or Professional with the South African Geomatics Council.
 - c. System Engineer with minimum National Diploma (Information Technology, Web Development, Database Administration, Information Engineering, Software Development, Geographic Information Systems, Engineering) and 5 years' experience in GIS development. Must be one of the following, with proof of registration.
 - i. a registered as Technician, Technologist or Professional with the South African Geomatics Council, or
 - ii. a professional engineer with the Engineering Council of South Africa (ECSA), or
 - iii. a professional member of the Institute of Information Technology Professionals South Africa (IITPSA).
 - iv. Certified Information Technology Business Professional, Information Technology Certified Professional or Chartered Information Technology Professional registered with the Institute of Chartered IT Professionals (ICITP)



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

11. EVALUATION CRITERIA

The professional team must clearly demonstrate it has the appropriate skills, experience, and capacity to deliver the scope of work as described in these ToR.

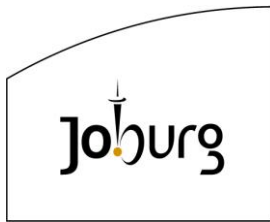
Proposals will be evaluated in terms of the Preferential Procurement Policy Framework Act of 2000 using the 80:20 points system of the revised Preferential Procurement Regulations 2017.

Proposals will initially be evaluated in terms of functionality and then in respect of the Preferential Procurement Policy Framework Act using the 80:20 points system. Only Proposers who score **70 points** and more on functionality will be able to proceed to be further evaluated in terms of the price competitiveness.

Further evaluation will be based on the bidder’s level of B-BBEE contribution based on table below.

CRITERIA	GUIDELINES	POINTS
Project Plan and System Demonstration	<p>A project plan outlining the process, activities, timeframes, project dependencies and how the service provider will meet the deadline to achieve this project. A video demonstration of a similar system developed by the bidder.</p> <p>a. Appropriate, detailed approach and methodology for undertaking the work (10 points)</p> <p>b. Appropriate, detailed schematic Diagram of Proposed system architectures (software, web interface, database) (10 points)</p> <p>c. Appropriate, detailed project Plan including timelines linked to budgets and personnel resources. (10 points)</p>	50

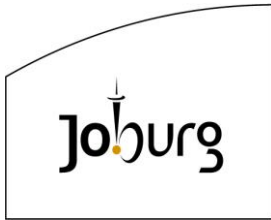
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APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

	<p>d. Appropriate, detailed implementation plan covering section 6, “Scope of Work, Deliverables and Timeframes” of these ToR. (10 points)</p> <p>e. Video recording, not more than 15 minutes long, of a live demonstration of a similar system developed by the bidder (10)</p>	
<p>Company track record (past 10 years in RSA) Contactable references</p>	<p>Submission of letter on company letter head signed by the organisation of reference from contactable referees:</p> <p>a. Successfully completed (with confirmatory references) at least two (2) projects of a similar nature (Enterprise GIS Web systems) (10 points)</p> <p>b. Successfully completed (with confirmatory references) three to four (3 to 4) projects of a similar nature (Enterprise GIS Web systems) (15 points)</p> <p>c. Successfully completed (with confirmatory references) five or more (5) projects of a similar nature (Enterprise GIS Web systems) (20 points)</p>	<p>20</p>
<p>Qualifications of project team</p>	<p>Service provider must demonstrate that the project team has the requisite qualification(s), with certified copies of qualifications, as detailed in section 0.</p> <p>a) Project manager</p>	<p>10</p>

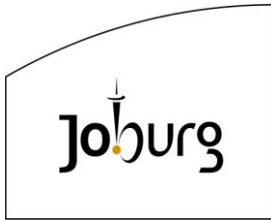
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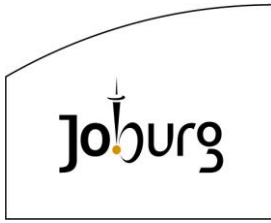
	<p>National Diploma: 2 points Bachelor's degree, Postgrad. Diploma, Bachelor honors.: 3 points Masters/PhD: 4 points</p> <p>b) GIS expert</p> <p>National Diploma: 1 points Bachelor's degree, Postgrad. Diploma, Bachelor honors.: 2 points Masters/PhD: 3 points</p> <p>c) System Engineer</p> <p>National Diploma: 1 points Bachelor's degree, Postgrad. Diploma, Bachelor honors.: 2 points Masters/PhD: 3 points</p>	
<p>Relevant Experience of project team members</p>	<p>Service provider must demonstrate that the project team has the minimum required experience in the relevant field.</p> <p>a) Project manager</p> <p>Less than 5 Years: 0 points 5 to 6 years: 6 points 7 to 8 years: 7 points More than 8 years: 8 points</p>	<p>20</p>

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

	<p>b) GIS Expert</p> <p>Less than 5 Years: 0 points 5 to 6 years: 4 points 7 to 8 years: 5 points More than 8 years: 6 points</p> <p>c) System Engineer</p> <p>Less than 5 Years: 0 points 5 to 6 years: 4 points 7 to 8 years: 5 points More than 8 years: 6 points</p>	
Total		100



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

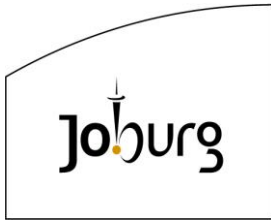
12. B-BBEE CRITERIA

Proposals will be evaluated in terms of the Preferential Procurement Policy.

Framework Act using the 80:20 Points System, where eighty (80) points will be awarded for price and twenty (20) points for BBEE Verification Level. The Table below indicates points and weightings for the various Evaluation Criteria to be used in assessing/evaluating Proposals.

Criteria Applicable	Guidelines	Points
Price	Points to be allocated in respect of the financial proposal	80
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non – compliant contributor	0	
Total		100

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

FORM OF BID/PRICING SCHEDULE

NB. ERROR/S MADE MUST BE SCRATCHED AND SIGNED NEXT TO THE ERROR BY THE SAME PERSON WHO SIGNS THE BID DOCUMENT. THEREFORE, NO TIPEX ALLOWED. IN ADDITION, ERROR/S MADE AND RELATING TO PRICE MUST BE ACCOMPANIED BY A LETTER [IN THE BIDDER’S LETTERHEAD] POINTING OUT THE ERROR MADE AND ACKNOWLEDGING THAT IT IS THE DELIGATED SIGNATORY AND WAS SIGNED BY THE BIDDER FOR REASONS OF CORRECTING THE ERROR.

IN THE EVENT THAT THE BIDDER FAILS TO COMPLETE FULLY THIS FORM OF BID/PRICE SCHEDULE OR TO PROVIDE THE INFORMATION REQUESTED, OR TO SIGN THE BID AT THE APPROPRIATE SPACES PROVIDED OR NEXT TO ERRORS, THE BID WILL BE REJECTED AS NONE RESPONSIVE.

BIDDERS TO FILL IN THE FOLLOWING TABLE

ITEMS	DESCRIPTION	GRAND TOTAL AMOUNT FOR THREE (03) YEARS
1	APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS	R

Prices include Value Added Tax

Rate of Value Added Tax Ø _____ %

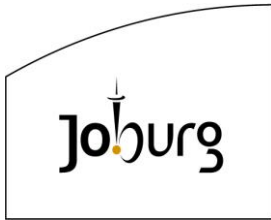
Ø To be inserted by the Proposer

Total points brought forward in respect of B-BBEE Verification Level (to be inserted by the Proposer) _____

(If section 4: (Conditions pertaining to B-BBEE Verification Certificate) is not submitted NO POINTS pertaining to B-BBEE Verification Level shall be awarded).

Name of Proposer (in full): _____

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

PROPOSAL PRICE ADJUSTMENT

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.

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 : _____

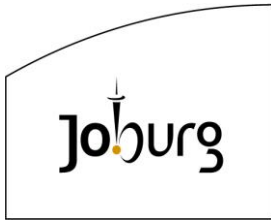
VAT Registration Number : _____

Business address : _____

Postal address : _____

Telephone number : _____

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APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

Name of Bidder (in full) : _____

Fax number : _____

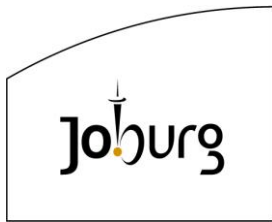
Name of person authorized to sign this Bid : _____
(BLOCK LETTERS)

Signature of person authorized to sign this Bid _____

Date : _____ 2021

As witness : _____

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APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

SECTION 3

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

Name of Bidder:	Bid Number: A879
Closing Time: 10:30am	Closing Date: 31 AUGUST 2021

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

1. *IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES*
2. *IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:*

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

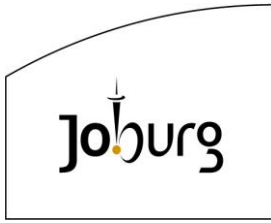
Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

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APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

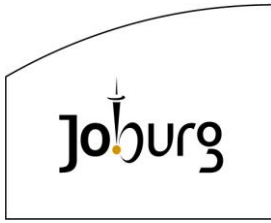
<i>FACTOR (D1, D2 etc. eg. Labour, transport etc.)</i>	<i>PERCENTAGE OF BID PRICE</i>

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

<i>PARTICULARS OF FINANCIAL INSTITUTION</i>	<i>ITEM NO</i>	<i>PRICE</i>	<i>CURRENCY</i>	<i>RATE</i>	<i>PORTION OF PRICE SUBJECT TO ROE</i>	<i>AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD</i>
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

INITIAL

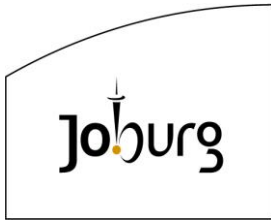


APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

2. *Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)*

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

MBD 3.3

PRICING SCHEDULE
(Professional Services)

Name of Bidder:	Bid Number: A879
Closing Time: 10:30am	Closing Date: 31 AUGUST 2021

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

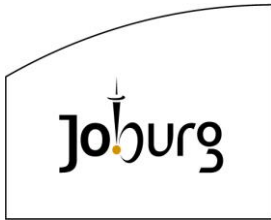
ITEM	DESCRIPTION	BID PRICE IN
RSA CURRENCY		
NO		** (ALL
APPLICABLE TAXES INCLUDED)		

- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE
DAILY RATE	
-----	R----- ---
-----	R----- ---
-----	R----- ---
-----	R----- ---

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----- R----- ---

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

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

-----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.....

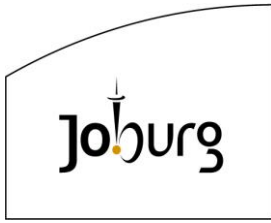
R.....

R.....

R.....

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

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APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

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.

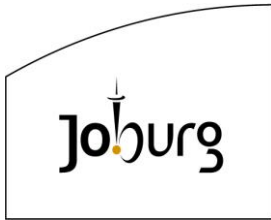
DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE	QUANTITY
..... R.....	
..... R.....	
..... R.....	
..... R.....	
TOTAL: R.....		

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.

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APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

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.....

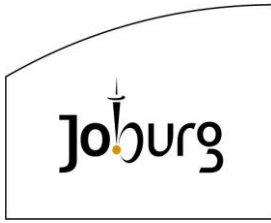
.....

.....

.....

*Delete if not applicable

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APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

MBD 4

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state³.
- 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, shareholder⁴):

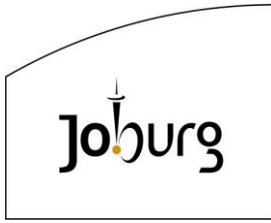
³ **MSCM Regulations:** "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;

- (b) ⁴ 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.

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.

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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.

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**

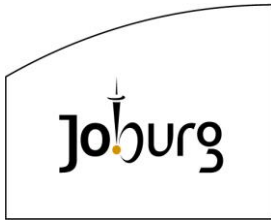
3.10.1 If yes, furnish particulars.....

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**

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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.....

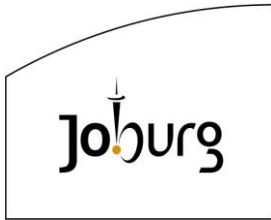
3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or no they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

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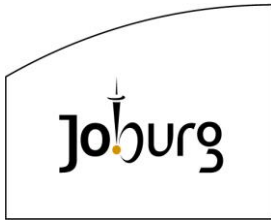
Signature

Date

Capacity

Name of Bidder

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MBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to this bid:
- the 90/10 system for requirements with a Rand value of above 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;

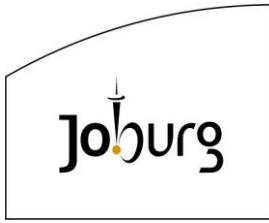
1.3 Points for this bid shall be awarded for:
(a) Price; and
(b) B-BBEE Status Level of Contributor.

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

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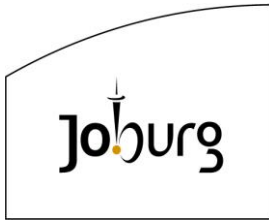
APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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



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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

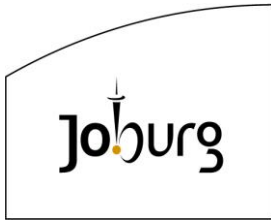
P_{min} = Price of lowest acceptable bid

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	80
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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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

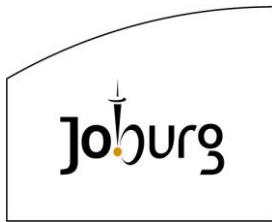
(Tick applicable box)

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:

<input type="text"/>

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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:.....

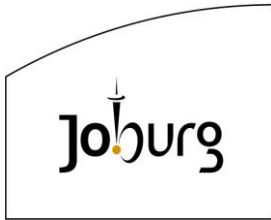
8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

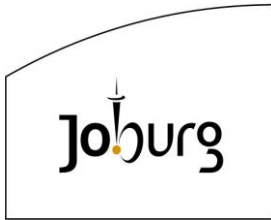
Stand Number:

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

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APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

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.

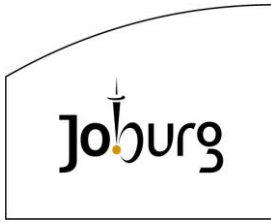
2.

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

DATE:

ADDRESS

.....
INITIAL



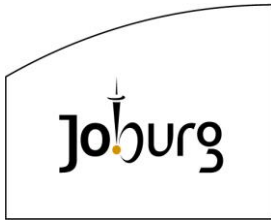
APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

Declaration of interest

In order to give effect to the declaration of interest [MBD 4], the following questionnaire must be completed. The bidder is required to respond by yes or no to the declarations and furnish information in the format provided in the event that the response is YES. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. Have you been in the service of the state for the past twelve months? **YES / NO**
2. Are any of the bidder's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES/NO**
3. Is any spouse, child or parent of the bidder's directors, trustees, managers, major shareholder/s or stakeholder/s in service of the state? **YES/NO**
4. Do you or any of the director/s, trustee/s, manager/s, major shareholder/s, or stakeholder/s of the bidder have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
5. If yes in any or all of the above, furnish particular in the format below.

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

<i>Paragraph</i>	<i>Full Name</i>	<i>Identity number</i>	<i>State employee number</i>	<i>Status</i> <i>[currently or past employed]</i>	<i>Relationship to bidder</i>
1					
2					
3					
4					

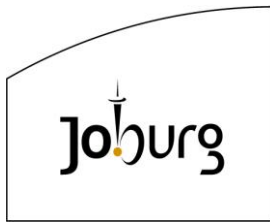
Signature

Date

Capacity

Name of Bidder

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

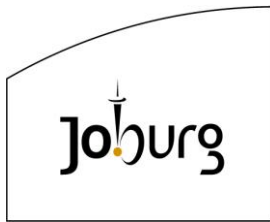
MBD 8

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:		

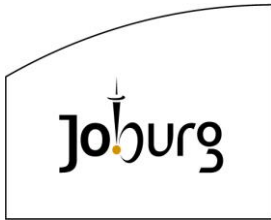
INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>(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).</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.2.1	<p>If so, furnish particulars:</p>		
4.3	<p>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?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.3.1	<p>If so, furnish particulars:</p>		
4.4	<p>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?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.4.1	<p>If so, furnish particulars:</p>		

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

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.

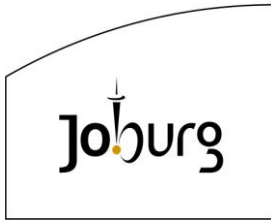
Signature

Date

Capacity

Name of Bidder

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

MBD 9

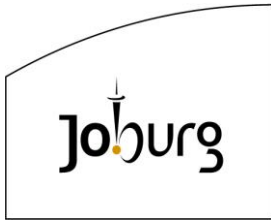
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids⁵ 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).⁶Collusive 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:

⁵ Includes price quotations, advertised competitive bids, limited bids and BIDs.

⁶ 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 A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

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:

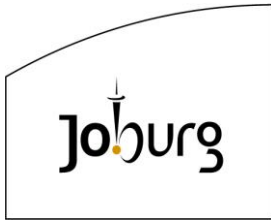
I certify, on behalf of: _____ that:

(Name of Bidder)

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;

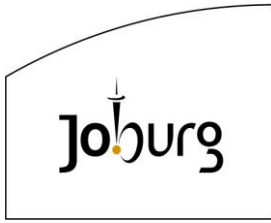
INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

- (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 consortium⁷ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

⁷ 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.



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

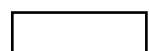
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms 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

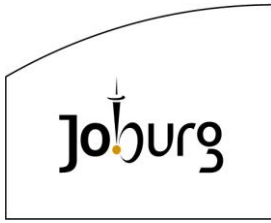
Date

Capacity

Name of Bidder



INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

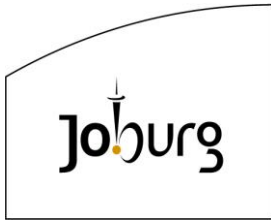
DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

- 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.

INITIAL



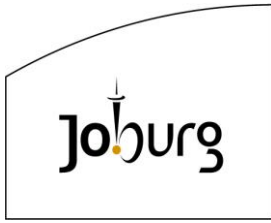
APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

1.
2.
3.
4.
5.
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

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

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

.....

.....

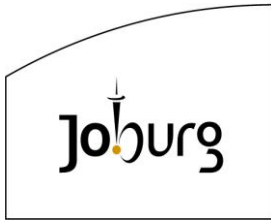
.....

.....

Signature

Date

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

SPECIMAN RELATING TO SUBMISSION OF PROOF OF MUNICIPAL ACCOUNTS, LEASE OR CONFIRMATION LETTER

MUNICIPAL ACCOUNT

AFFIDAVIT RELATING TO THE MUNICIPAL CHARGES/RATES/TAXEX

I, the undersigned,

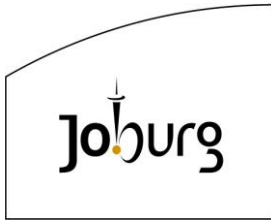
do hereby make oath and say the following:

1. I am an adult female/male and the _____[INSERT OCCUPATION] of the _____[INSERT NAME OF BIDDER] (“**the bidder**”), and been authorised to depose to this affidavit whose main place of business is at _____

2. The facts contained in this affidavit are within my personal knowledge, save where otherwise stated or where the converse appears from the context, and are, to the best of my belief, both true and correct.

3. Briefly, this affidavit is to relate facts in conformity with the bid requests that the bidder provides municipal account as proof that it is not in arrears by more than three months.

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

4. The Bidder resides within the _____municipality. The following are the facts which make it not to be able to accede to the request for municipal account, they are:

4.1 _____

4.2 _____

.....
DEPONENT

I certify that this Affidavit was signed and sworn to before be at on this the day of _____, by the Deponent after (s)he declared that (s)he knew and understood the contents of this declaration, that (s)he had no objection to taking the prescribed oath and has taken the prescribed oath which (s)he considered binding on his/her conscience, having complied with the regulations contained in Government Notice R1258 of 21 July 1972, as amended.

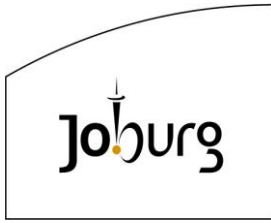
.....
COMMISSIONER OF OATHS

Full names:

Capacity:

Designation:

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

LEASE AGREEMENT

AFFIDAVT RELATING TO LEASE AGREEMENT

I, the undersigned,

do hereby make oath and say the following:

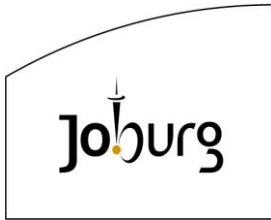
5. I am an adult female/male and the _____[INSERT OCCUPATION] of the _____[INSERT NAME OF BIDDER] (“**the bidder**”), and been authorised to depose to this affidavit whose main place of business is at _____

6. The facts contained in this affidavit are within my personal knowledge, save where otherwise stated or where the converse appears from the context, and are, to the best of my belief, both true and correct.

7. Briefly, this affidavit is to relate facts in conformity with the bid requests that the bidder provides lease agreement as proof that it does not own the property it carries its business on.

8. The following are the facts which make it not to be able to produce and provide lease agreement in respect of the property it carries on business:

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

8.1 _____

8.2 _____

.....
DEPONENT

I certify that this Affidavit was signed and sworn to before me at on this the day of _____, by the Deponent after (s)he declared that (s)he knew and understood the contents of this declaration, that (s)he had no objection to taking the prescribed oath and has taken the prescribed oath which (s)he considered binding on his/her conscience, having complied with the regulations contained in Government Notice R1258 of 21 July 1972, as amended.

.....
COMMISSIONER OF OATHS

Full names:

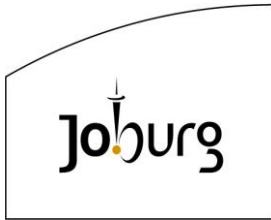
Capacity:

Designation:

Address:

CONFIRMATION LETTER OF MUNICIPAL RATES/TAXES WHERE ARRANGEMENTS HAVE BEEN MADE WITH THE MUNICIPALITY

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

**PROCUREMENT
CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY
JOHANNESBURG**

Dear Sir/Madam

Re: Confirmation letter of municipal accounts/rates

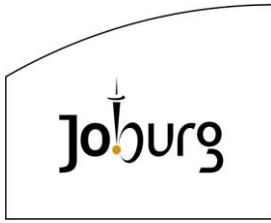
1. This serves to confirm that _____ resides within the _____ municipality.
2. That his/her/its municipal accounts are:
 - 2.1
 - 2.2
 - 2.3
3. It is hereby confirmed that the said municipal accounts above, are not in arrears for more than 3 months.
4. *Alternatively*, an acceptable arrangement has been concluded and exists with the _____ municipality. . Such arrangement appears more fully in the letter from the municipality/confirmation letter of municipal rates/ affidavit relating to the municipal rates/taxes.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____

SIGNATURE

MBD 10

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56OF 2003)

In order to give effect to the declaration in this annexure, it must be completed and signed. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. I declare that I am duly authorised to act on behalf of _____
(name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

2. To the extent that the bidder or any director/member/partner of the bidder is in arrears for a longer period than 3 [three] months, an acceptable arrangement has been agreed. Such arrangement appears more fully in the letter from the municipality/confirmation letter of municipal rates/ affidavit relating to the municipal rates/taxes.

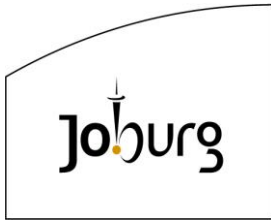
Signature

Date

Capacity

Name of Bidder

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

SECTION 4

Technical data, omissions, variations

1. Bank Details

Name of Bankers: _____

Address of Bankers: _____

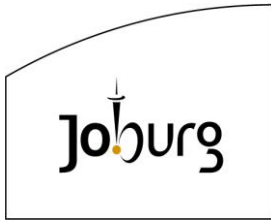
Branch of Bank: _____

Bank Account Number: _____

2. Details of Similar Work Recently Carried Out

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

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

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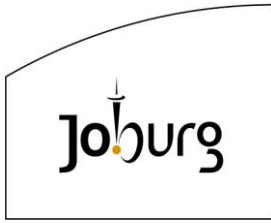
3. **Qualifications by Bidder**

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

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

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.

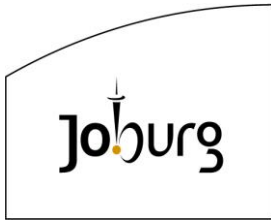
DESCRIPTION OF WORK	TO BE EXECUTED BY

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

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

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.

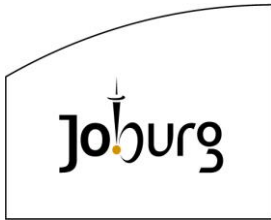
DESCRIPTION OF EQUIPMENT/PLANT	QUANTITY	OWNED/LEASED

7 Omissions and Variations from the Council's Specification

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:

INITIAL



APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

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.

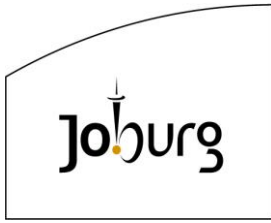
Signature

Date

Capacity

Name of Bidder

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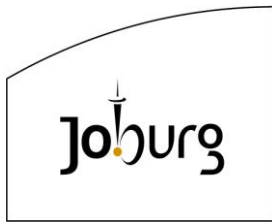
APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF AN INTEGRATED SPATIAL DATA PORTAL AND SPATIAL PLAN MANAGEMENT/SHARING SYSTEM FOR THE CITY OF JOHANNESBURG FOR THE DURATION OF THREE (3) YEARS

SECTION 5

DOCUMENT CHECKLIST

<i>Part</i>	<i>Description</i>	<i>Yes</i>	<i>No</i>	<i>Comment</i>
<u>Part A:</u>				
Invitation to Bid - MBD	Complete the requested information using a black ink/pen			
Advert	<p>Attach:</p> <ul style="list-style-type: none"> • Registration documents of the bidder 			
Bidder information	<ul style="list-style-type: none"> • Affiliation certificates [if belonging to professional body; if applicable] • CIDB certificate/grading certificate [if contractor; if applicable] • CSD registration summary report or MAAA number • Joint venture agreement or consortium agreement or other agreement relevant to the structure of business [if applicable] 			

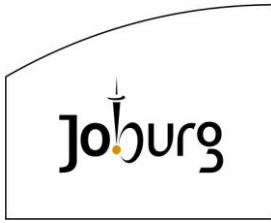
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<p>Certificates</p>	<ul style="list-style-type: none"> • Tax certificate <p><u>All at the end of section 1 marked annexures to section 1</u></p> <p>Attach:</p> <ul style="list-style-type: none"> • Related agreement to the certificate 			
<p><u>Part B:</u> Important Notice</p> <p>Conditions of Bid</p> <p>Terms and Conditions of Bid – Tax Compliance Requirements</p> <p>Tax Matters</p> <p>General Terms and Conditions of the Contract</p>	<p>Read diligently and it is recommended that the bidder takes advise.</p>			
<p>SECTION 1</p>				
<p>Returnable Documents</p> <p>Pre-qualification Criteria</p>	<ul style="list-style-type: none"> • Read diligently and it is recommended that the bidder takes advise. 			

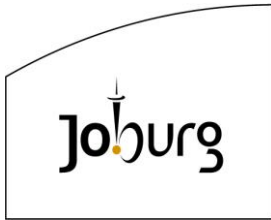
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Disqualification Criteria Conditions of Award	<ul style="list-style-type: none"> • Attach the referred documents 			
SECTION 2				
Bid Specifications/terms of reference Form of Bid Proposal Price Adjustment	<ul style="list-style-type: none"> • Read diligently and it is recommended that the bidder takes advise. • Attach the referred documents • Provide the annexure 			
SECTION 3				
MBD 3.2	Pricing Adjustment			
MBD 3.3	Price Schedule [Professional Services]			
MBD 4	Declaration of interest			
MBD 5	Declaration for Procurement above R10m			
MBD 6.1	Preference Points Claim Form			
MBD 8	Declaration of Supply Chain Practices			
MBD 9	Certificate of Independent Bid Determination			

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MBD 10	Declaration in Terms of Clause 112(1) of the Municipal Finance Management Act (NO.56 of 2003)			
SECTION 4				
Technical data, omissions, variations and company details.	<ul style="list-style-type: none"> • Read diligently and it is recommended that the bidder takes advise. • Attach the referred documents Provide the annexure 			
SECTION 5				
Check List	Complete the information in the checklist			

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