

PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEAR.

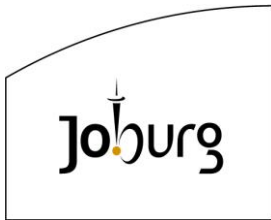
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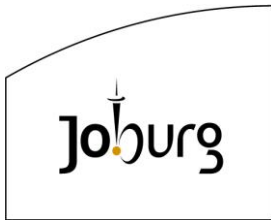
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MBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR [REQUIREMENTS] OF THE CITY OF JOHANNESBURG					
BID NUMBER:	COJ/DEVP001/23-24	CLOSING DATE:	07 JUNE 2024	CLOSING TIME:	10:30AM
DESCRIPTION	PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD 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:

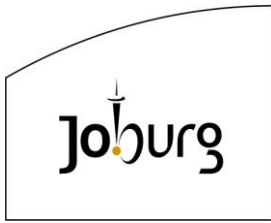
GROUND FLOOR, METROPOLITAN CENTRE
158 CIVIC BOULEVARD
BRAAMFONTEIN, JOHANNESBURG.

COMPULSORY BRIEFING SESSION:

DATE: 17 MAY 2024
TIME: 10:00 AM
VENUE: MS TEAMS, BIDDERS TO SEND AN EMAIL TO RECEIVE TEAMS LINK.

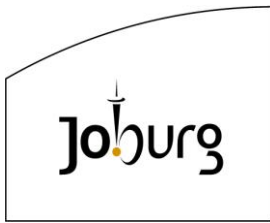
SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					



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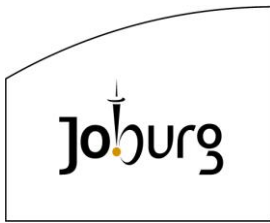
TAX COMPLIANCE STATUS	TCS PIN:	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES AND TECHNICAL INFORMATION MAY BE DIRECTED TO:			
DEPARTMENT	DEVELOPMENT PLANNING	CONTACT PERSON	ETIENNE ERASUM
EMAIL ADDRESS	CGISTENDER@JOBURG.ORG.ZA		



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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]	
Telephone	

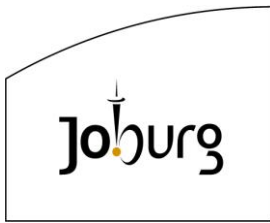
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E-mail address	
COMPANY	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
If Joint Venture	
Name of Bidder	
Contact Person	
Registration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

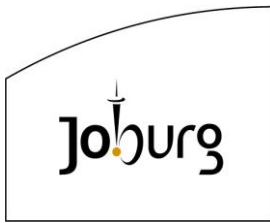
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CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
If consortium	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
Business address [not postal address]	
Telephone	
E-mail address	

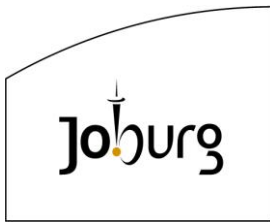
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If subcontracting	
Name of Sub-contractor	
Contact Person	
Registration number	
Vat number	
CIDB registration	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
If other	
Name of Bidder	
Contact Person	
Registration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

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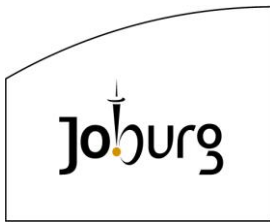


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CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	

MUNICIPAL DETAILS	
SUPPLIER NUMBER [if applicable]	

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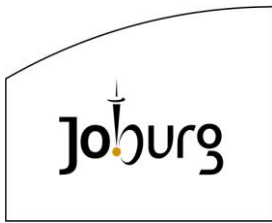
JOINT VENTURE CERTIFICATE

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 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 MEMBER FIRM(S)	REPRESENTATIVE OF THE FIRM	DESIGNATION OF THE REPRESENTATIVE OF THE FIRM	SIGNATURE

NOTE: A copy of the Joint Venture Agreement, Joint Venture Certificate indicating the percentage contribution of each firm to the Joint Venture and the allocation of responsibilities and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.

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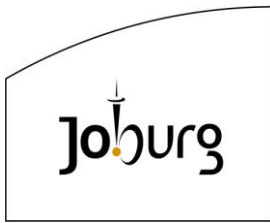
CONSORTIUM CERTIFICATE

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 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: A copy of the Consortium Agreement, Consortium Certificate indicating the allocation of responsibilities of consortium partner to the Consortium and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.

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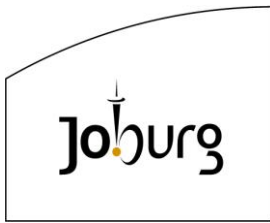
SUBCONTRACTING CERTIFICATE

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

<i>NAME OF SUBCONTRACTOR</i>	<i>CONTACT MEMBER OF THE SUB CONTRACTOR</i>	<i>% TO BE SUBCONTRACTED</i>	<i>SIGNATURE</i>

NOTE: A copy of the Subcontract Agreement indicating the allocation of responsibilities of each subcontractor must be attached.

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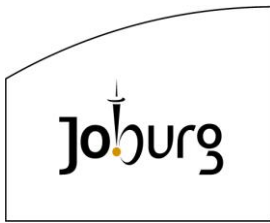
PARTNERSHIP CERTIFICATE

We, the undersigned partners in the business trading as _____ hereby authorize Mr./Ms. _____ to sign this offer as well as any contract resulting from bid number _____ 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>OWNERSHIP %</i>	<i>SIGNATURE</i>

NOTE: A copy of the Partnership Agreement indicating the allocation of responsibilities of each partner to the Partnership and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.

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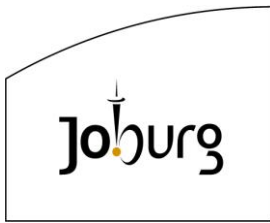
MBD 1 – PART B

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 delivered 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 in 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 certified and 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. The briefing session **must** be attended if compulsory. If not, the municipality highly recommends that the briefing session be attended.

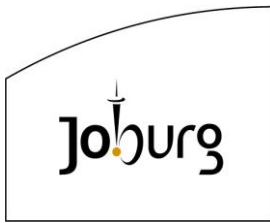
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- 1.8. **Error/s made must be scratched and signed next to the error by the same person who signs the bid document. Therefore, no tipex is allowed. In addition, error/s made and relating to price must be accompanied by a letter [in the bidder's letterhead] 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. The bid may be rejected 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; or
 - 1.9.3. any of its director/s or those of the subcontractor/s or partner/s:
 - 1.9.3.1. owe municipal charges and is in arrears for more than 3 (three) months;
 - 1.9.3.2. had during the last 5 (five) years failed to perform satisfactorily on previous contract with the municipality or municipal entity or organ of the state after written notice was given to perform satisfactorily;
 - 1.9.3.3. abused the supply chain management of the municipality or municipal entity or committed an improper conduct;
 - 1.9.3.4. has been listed in the register of tender defaulters; or
 - 1.9.3.5. if any of the bidder's principals are in the service of the state.
- 1.10. Any steps taken because the bidder has failed to comply as provided in terms of this important notice or breached terms and conditions of the bid, shall not prevent the

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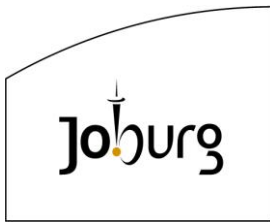


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municipality from taking any steps available in law in addition to the remedies taken because of non-compliance or breach.

- 1.11. **Failure to take note of the advice and recommendations made under this important notice, shall be at the bidder's own risk.**
- 1.12. This bid will be subject to public adjudication and notice of the date and time of the sitting shall be published on the Municipality's website.
- 1.13. Bid documents must be collected at the stipulated address, date and time as advertised, or downloaded from the appropriate websites.
- 1.14. Bid documents will be opened after the closing time and all bidders and their prices will be published on the municipality's website.
- 1.15. The bid award shall be published in the municipal websites.
- 1.16. **BID SUBMISSION:**
 - 1.16.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
 - 1.16.2. This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
 - 1.16.3. The successful bidder will be required to sign a written service level agreement.
- 1.17. The City of Johannesburg reserves the right to source information from various sources to verify the information provided by the bidder in this bid and to enable the City to assess the bidder's financial stability and viability, and record of business conduct. The information to be sourced may include information relevant for the verification of all the information submitted by the bidder in this bid and any other information that may reasonably be deemed necessary to enable the City's verification and assessment, including the following:
 1. Commercial risk ratings;

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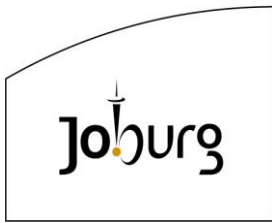
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2. Whether the bidder honours commitments with suppliers and/or customers;
 3. Trade references;
 4. Company statutory information;
 5. Bidder's current address;
 6. Tax information;
 7. Bidder certification by international or local standard setting bodies and/or verification agencies;
 8. Shareholding (shares and/or financial instruments held in and/or by the bidder);
 9. Whether the bidder has relevant capacity (resources, infrastructure etc.) to execute the contract;
 10. Annual Financial Statements, or information included therein;
 11. Property interests of the bidder and principals;
 12. Judgements, and default listings of the bidder and principals, as well as debt review of principals;
 13. Business rescue, liquidation of bidder and sequestration of principals;
 14. Principals, including their shareholdings and/or business interests in the bidder and other entities as well as current interests.
- 1.18. The City may source the information directly from the sources, or make use of agents to source the information on its behalf.

1.19. Consent form in terms of section 11 of the Protection of Personal Information Act, 2013 ("POPIA")

- 1.19.1. In order for the City to consider the bidders response, it will be necessary for the City to process certain personal information which the bidder may share with the City for the bid submission, including personal information – which may include special personal information ("personal information"). Personal information will be processed by the City for the purposes of assessing the bidder's submission in relation to the bid. The City may also

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share the bidder’s personal information with third parties to carry out verification and background checks, where necessary. In this regard, the bidder acknowledges that the City’s authorized verification agent/s and service provider/s will access the personal information.

1.19.2. By ticking yes, and signing below, the bidder agrees and voluntarily consents to the City processing the bidder’s personal information for the purpose of evaluating its submission, including to confirm and verify any information provided in the submission and the bidder gives the City permission to do so. The bidder agrees that the personal information may be disclosed by the City to third parties. The bidder understands that it is free to withdraw its consent on written notice to the City, however if consent is not given or is withdrawn, the City may be unable to process the bid submission.

Please tick one:

Yes

No

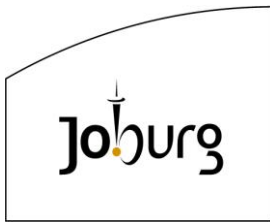
Signature

Date

Capacity

Name of Bidder

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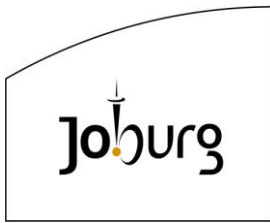


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2 CONDITIONS OF BID

- 2.1. No bid will be accepted from persons in the service of the state as defined in the Municipal Finance Management Act and Regulations.
- 2.2. The bid terms and conditions remain binding to the bidder throughout the contracting period.
- 2.3. A consideration of this bid is subject to governing legislation, including those relating to B-BBEE, the City's development goals, Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations as amended.
- 2.4. That the tender may not necessarily be awarded to the bidder scoring the highest points.
- 2.5. 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.
- 2.6. Negotiations will only be conducted with selected bidder/s where necessary.
- 2.7. An award may be made to more than one bidder.
- 2.8. If considered necessary, the municipality reserves the right to visit the bidder's place of business and/or its customers.
- 2.9. The specifications are the copyright of the municipality.
- 2.10. 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.
- 2.11. 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 acceptable bidder.
- 2.12. All bids will be treated as confidential to the extent that the Municipality is required by law to publish or make information in the bid available to a third party.
- 2.13. Any dispute arising out of or relating to the bid must first be referred to the Accounting Officer for resolution.

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2.14. Remedies

(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal, the City of Johannesburg will —

(a) inform the tenderer accordingly; and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subparagraph (2.14) (b), the City of Johannesburg may, if it concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.

2.15. The tender may be divisible and be awarded to more than one bidder.

2.16. The City reserves the right to award the bid in full, partially or not at all.

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

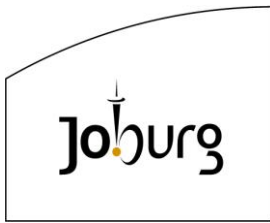
3.1. Bidders must ensure compliance with their tax obligations.

3.2. Bidders are required to submit their unique personal identification number (PIN) issued by the South Africa Revenue Services (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.

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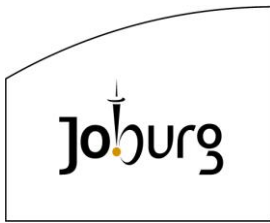


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- 3.5. Bidders may also submit a printed TCC certificate together with the bid. In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCC certificate / PIN and CSD number.
- 3.6. Where no TCC is 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 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?		

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PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

4. TAX MATTERS

It is a condition of the 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 SARS to meet the bidder's tax obligations as at 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 the 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.
- 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.

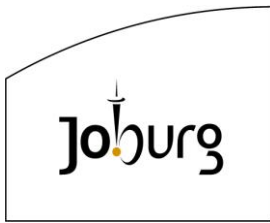
Signature

Date

Capacity

Name of Bidder

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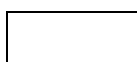
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5. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

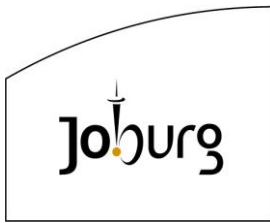
- a) In this document words in the singular also refer to the plural and *vice versa* and words in the masculine also mean in the feminine and neuter.
- b) The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.
- c) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the GCC. 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".

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.



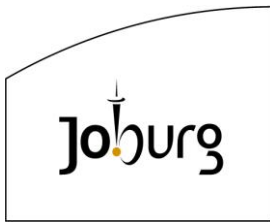
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- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery *ex stock*" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets 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.

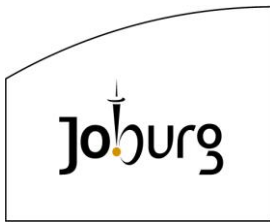
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- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

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2. Application

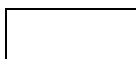
- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where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

3. General

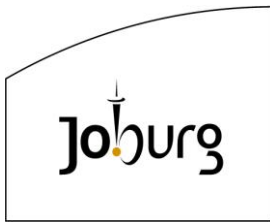
- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are, in addition to the purchaser's website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



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5. Use of contract documents and information; inspection

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

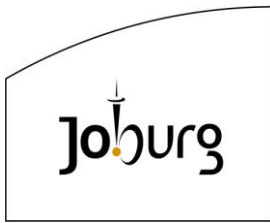
6. Patent rights

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

7. Performance security

- 7.1. Within 30 (thirty) 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.

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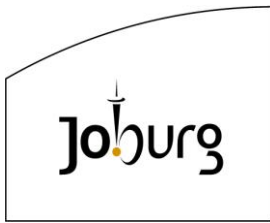
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- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated 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 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and 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.

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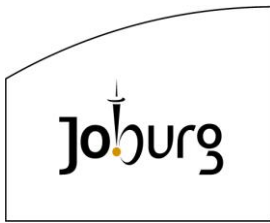
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- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

11. Insurance

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

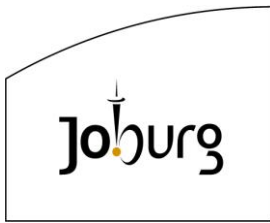
12. Transportation

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

13. Incidental services

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

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- (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 supplier goods.

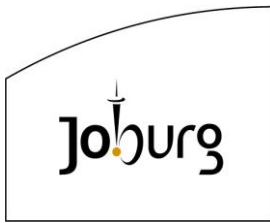
13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

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

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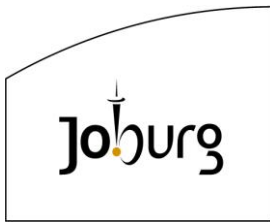
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- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, 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.
- 15.2. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.3. This warranty shall remain valid for 12 (twelve) 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 18 (eighteen) 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.
- 15.4. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.5. 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.
- 15.6. 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

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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 fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

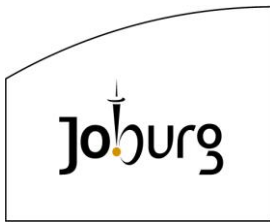
18. Contract amendments

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

19. Assignment

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

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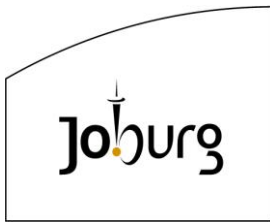
20. Subcontracts

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.
- 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).
- 21.3. 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.
- 21.4. 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.
- 21.5. 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.
- 21.6. 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.

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21.7. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

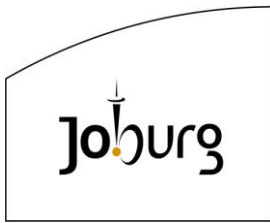
22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated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

23. Termination for default

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

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

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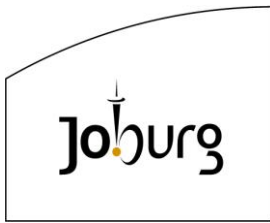


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- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 (ten) 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 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) 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 5 (five) 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.

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23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 (five) years and not more than 10 (ten) 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

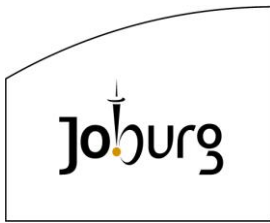
24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

24.2. 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

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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 a *force majeure*.

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

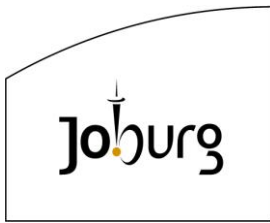
26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after 30 (thirty) 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.

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- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein:
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 27.6. 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.

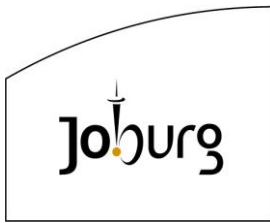
28. Governing language

- 28.1. 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.

29. Applicable law

- 29.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

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30. Notices

- 30.1. 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.
- 30.2. 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.

31. Taxes and duties

- 31.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 31.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 31.3. 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.

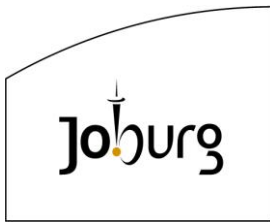
32. National Industrial Participation (NIP) Programme

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

33. Prohibition of Restrictive practices

- 33.1. 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

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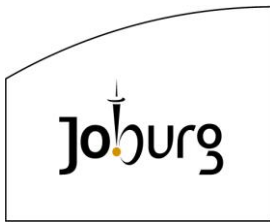
PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

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).

33.2. 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.

33.3. 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.

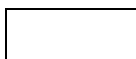
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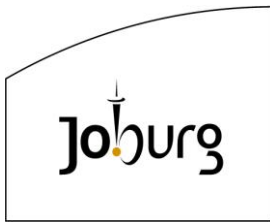
PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

SECTION 1

1.1	CONDITIONS OF AWARD Notwithstanding the suppliers' proposal being recommended for award, an award shall not be made to a supplier whose:
1.1.1	Tax matters are not in order, as confirmed in terms of the National Treasury's Centralized Supplier Database (CSD) and/or SARS.
1.1.2	Municipal Rates and Taxes of the bidder and that of its Directors is in arrears for more than 3 (three) months and there are no arrangements made with the relevant Municipality.
1.1.3	Directors and Principal members are in the Service of the State as defined in Regulation 1, of the Municipal Supply Chain Management Regulations.
1.1.4	Name of the bidder or that of its directors appear on the National Treasury's database of Restricted Suppliers.



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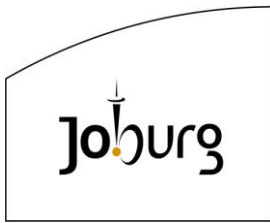


PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

SECTION 2

TERMS OF REFERENCE
PLEASE REFER TO APPENDIX "A"
AT THE BACK OF THE DOCUMENT.

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FORM OF BID

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

IN THE EVENT THAT THE BIDDER FAILS TO FULLY COMPLETE THIS FORM OF BID 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 NON-RESPONSIVE.

BIDDERS TO FILL IN THE FOLLOWING TABLE

ITEM	DESCRIPTION	TOTAL AMOUNT EXCLUDING VAT.	TOTAL AMOUNT INCLUDING VAT.
1.	PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.	R	R

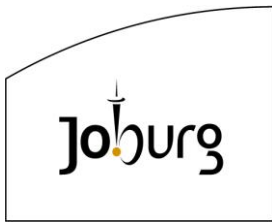
Prices include Value Added Tax

Rate of Value Added Tax Ø _____ %

Ø To be inserted by the Proposer

Name of Proposer (in full): _____

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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 bidder (in full) : _____

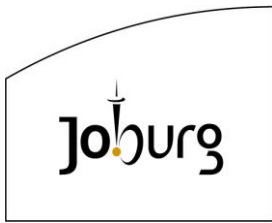
Company Registration Number : _____

VAT Registration Number : _____

Business address : _____

Postal address : _____

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Telephone number : _____

E-mail address : _____

Name of person authorized to sign this Bid : _____

(BLOCK LETTERS)

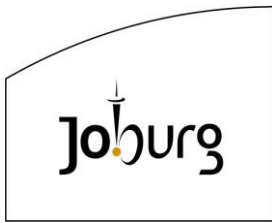
Signature of person authorized to sign this Bid _____

Date : _____ 2024

As witness : _____

NB: THE RESOLUTION AUTHORIZING THE ABOVE-MENTIONED PERSON TO SIGN ALL RELEVANT DOCUMENTS MUST BE ATTACHED.

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PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

SECTION 3

MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

NAME OF BIDDER:	BID NUMBER: COJ/DEVP001/23-24
CLOSING TIME: 10:30AM	CLOSING DATE: 07 JUNE 2024

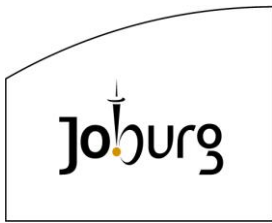
OFFER TO BE VALID FOR 12 (TWELEVE) MONTHS FROM THE CLOSING DATE OF BID.

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY NO.

***(ALL APPLICABLE TAXES INCLUDED)*

- Required by :
- At:
- Brand and Model

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PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

- Country of Origin

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)

- Period required for delivery
- *Delivery: Firm/Not firm

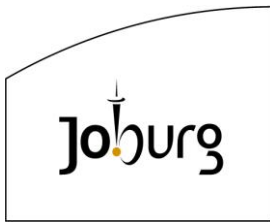
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

**Delete if not applicable*

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MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

NAME OF BIDDER:	BID NUMBER: COJ/DEVP001/23-24
CLOSING TIME: 10:30AM	CLOSING DATE: 07 JUNE 2024

OFFER TO BE VALID FOR 12 (TWELVE) MONTHS FROM THE CLOSING DATE OF BID

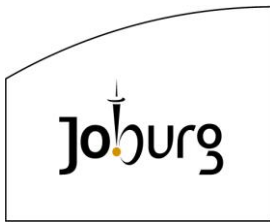
- IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES*
- IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:*

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

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.

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

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

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%.

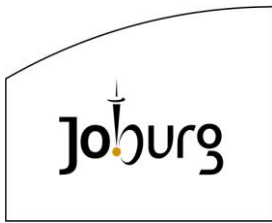
<i>FACTOR (D1, D2 etc. eg. Labour, transport etc.)</i>	<i>PERCENTAGE OF BID PRICE</i>

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=		

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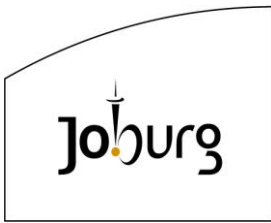


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2. *Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)*

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

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MBD 3.3

PRICING SCHEDULE (Professional Services)

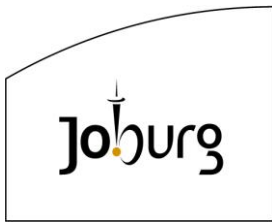
NAME OF BIDDER:	BID NUMBER: COJ/DEVP001/23-24
CLOSING TIME: 10:30AM	CLOSING DATE: 07 JUNE 2024

OFFER TO BE VALID FOR 12 (TWELVE) MONTHS FROM THE CLOSING DATE OF BID.

- 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.....
- 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-----	-----
-----	R-----	-----

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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

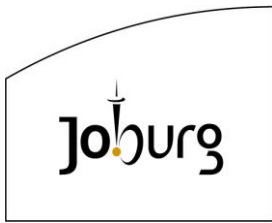
5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

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.

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.

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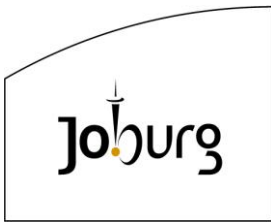
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DESCRIPTION OF EXPENSE TO BE INCURRED	RATE/QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....

TOTAL:.....

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

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MBD 4

DECLARATION OF INTEREST

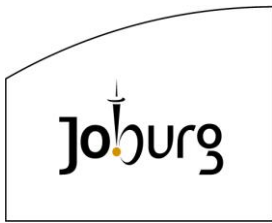
1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1. Full Name of bidder or his or her representative:
 - 3.2. Identity Number:
 - 3.3. Position occupied in the Company (director, trustee, shareholder²):

¹ **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) ² 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**

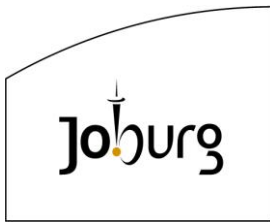
3.10.1 If yes, furnish particulars.....

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

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or stakeholders in service of the state? **YES/NO**

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.....

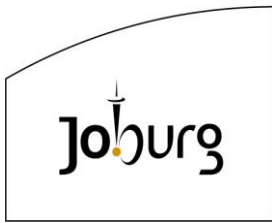
3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or no they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State Employee Number

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

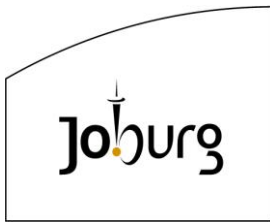
Signature

Date

Capacity

Name of Bidder

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD 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?

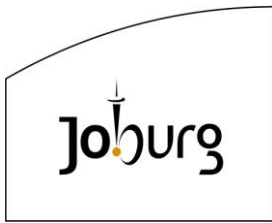
YES / NO

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



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

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

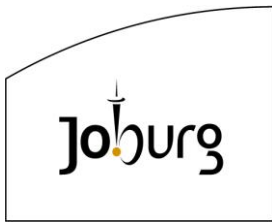
Signature

Date

Capacity

Name of Bidder

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

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

.....
.....

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

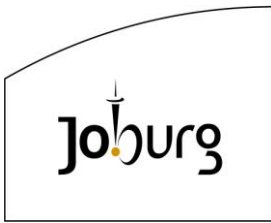
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....
.....

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

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

3.1 If yes, furnish particulars

.....
.....

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

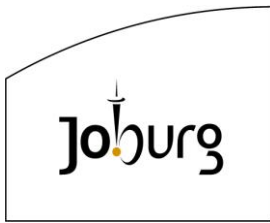
Signature

Date

Capacity

Name of Bidder

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

In order to give effect to the Declaration for Procurement above R10 Million [MBD 5] (Vat Included), the bidder is required to furnish information in the format provided in the event that the response is NO. 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.

4.1.1.If the bidder is not required by law to prepare annual financial statements for auditing, *such bidder must submit independently reviewed AFS, if required to have its AFS independently reviewed by law, or independently prepared AFS if it is an owner-managed company that is exempt from having its AFS audited or independently reviewed* in accordance with the Companies Act, 71 of 2008, as amended and the Companies Regulations, 2011 for the past three years or since the date of establishment during the past three years from which to determine the true financial position of the bidder.

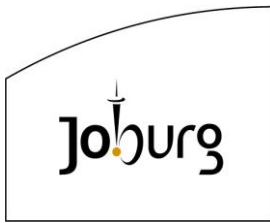
Signature

Date

Capacity

Name of Bidder

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

MBD 6.1

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

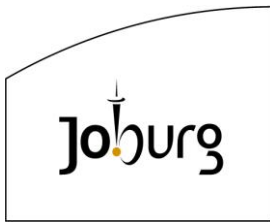
This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

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PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

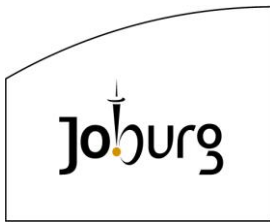
1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

through public auctions; and

(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

6.1. POINTS AWARDED FOR PRICE

6.1.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

6.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

6.2.1. POINTS AWARDED FOR PRICE

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

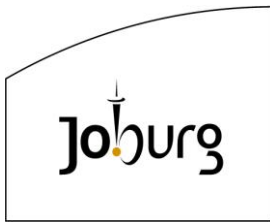
80/20

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

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PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

7. POINTS AWARDED FOR SPECIFIC GOALS

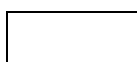
7.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

7.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

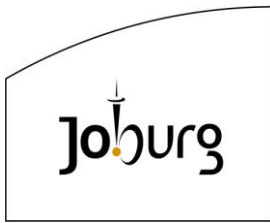
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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



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PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

The specific goals allocated points in terms of this tender	Means of verification	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by 51% or more – Black People	CSD, valid BBBEE certificate /affidavit sworn under oath, ID copy of owner/s of the business and shareholder’s certificate	5	
Business owned by 51% or more – Women	CSD, ID copy of owner/s of the business and shareholder’s certificate.	5	
SMMEs (An EME or QSE)	CSD and valid BBBEE certificate / affidavit sworn under oath	5	
Enterprises located within the jurisdiction of the City of Johannesburg’s Municipality	CSD and proof of municipal Account.	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

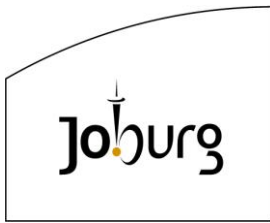
7.3. Name of company / firm

7.4. Company registration number:

7.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

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PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

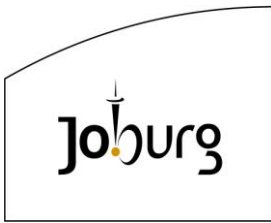
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

7.6. I, the undersigned, who is duly authorised to do so on behalf of the company / firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company / firm for the preference(s) shown and I acknowledge that:

- a) The information furnished is true and correct;
- b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- c) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- d) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

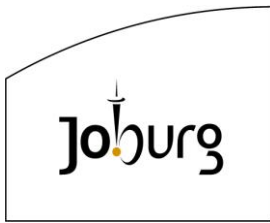
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PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

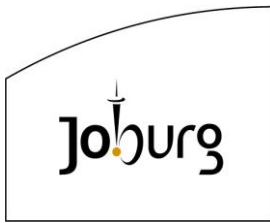
MBD 8

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:		

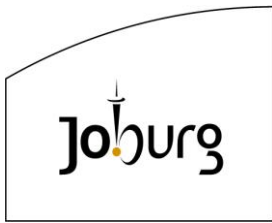
Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD 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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD 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.

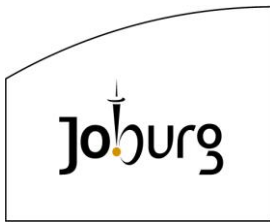
Signature

Date

Capacity

Name of Bidder

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

MBD 9

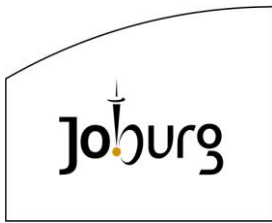
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids³ 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).⁴ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

³ Includes price quotations, advertised competitive bids, limited bids and BIDs.

⁴ 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



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

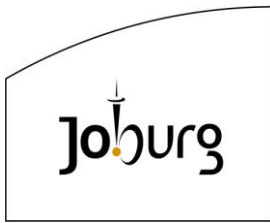
Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

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;

Initial

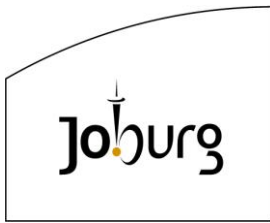


PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁵ 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.

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

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.
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.

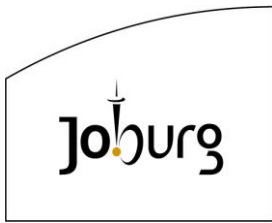
Signature

Date

Capacity

Name of Bidder

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD 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 3 (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

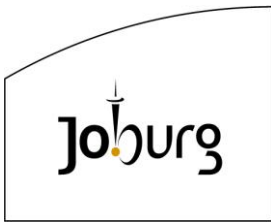
i. Name of bidder
.....

ii. Registration Number
.....

iii. Municipality where business is situated
.....

iv. Municipal account number for rates
.....

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

v. Municipal account number for water and electricity
.....

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

- a.
- b.
- c.
- d.
- e.

C Documents to be attached.

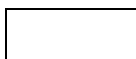
- i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 (three) months)
- ii. A copy of municipal accounts of all directors mentioned in B (vi) (Not older than 3 (three) months)
- iii. Proof of directors

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

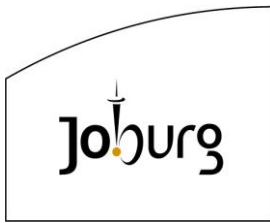
.....
.....
.....

Signature

Date



Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

SUBMISSION OF PROOF OF MUNICIPAL ACCOUNTS OR LEASE AGREEMENTS

1. Municipal Accounts / Rates / Taxes:

1.2. A Bidder is required to provide municipal accounts for the firm and for each director / shareholder / partner to prove that the bidder or any of its directors / shareholders / partners is not in arrears with their municipal account for more than 3 (three) months, or that the necessary arrangements have been made with the Municipality.

1.3. If the bidder or any of its directors / shareholders / partners is unable to provide municipal accounts for the firm and/or for each director / shareholder / partner as is required, then the bidder is to provide an affidavit, which is signed before a commissioner of oaths, which outlines the facts which make it not to be able to accede to the request for municipal accounts.

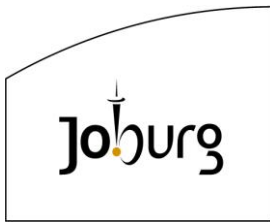
4.2. Further to the affidavit, the bidder is to provide a confirmation letter from the relevant municipality confirming the following: -

4.2.1. The name(s) of the owner(s) of the account(s)

4.2.2. The relevant account(s) number(s); and

4.2.3. That the municipal accounts above, are not in arrears for more than 3 (three) months; or

Initial

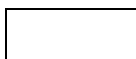


PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

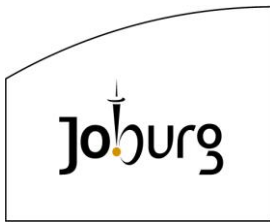
4.2.4. that an acceptable arrangement has been concluded and exists.

4.2.4.1. Lease Agreement:

- 1.1. If the bidder does not own the property from where it carries on business, or if any or any of director / shareholder / partner does not own a property in the Republic, the bidder is required to provide a copy of the Lease Agreement for the premises where it carries on business or where the director / shareholder / partner resides.
- 1.2. If the bidder is unable to provide a copy of the Lease Agreement as is required, then the bidder is to provide an affidavit, which is signed before a commissioner of oaths which outlines the facts which make it not to be able to produce and provide lease agreement in respect of the property it carries on business or in which its director / shareholder / partner resides.



Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

MBD 10

DECLARATION IN TERMS OF REGULATION 21 OF THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS

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.

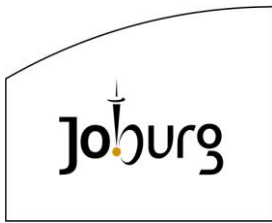
Signature

Date

Capacity

Name of Bidder

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

SECTION 4

Technical data, omissions, variations

1. Bank Details

Name of Bankers: _____

Address of Bankers: _____

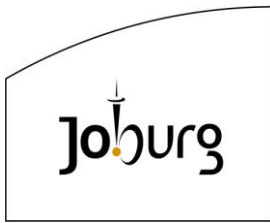
Branch of Bank: _____

Bank Account Number: _____

2. Details of Similar Work Recently Carried Out

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

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

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.

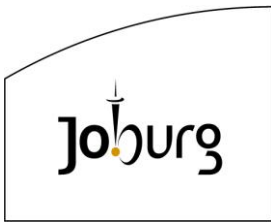
PAGE	CLAUSE OR ITEM

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

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

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.

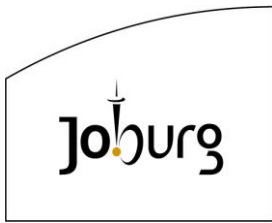
DESCRIPTION OR WORK/EQUIPMENT	TO BE EXECUTED

6 Plant, Transport and Staff Available

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

DESCRIPTION OF EQUIPMENT/PLANT	QUANTITY	OWNED/LEASED

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

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:

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.

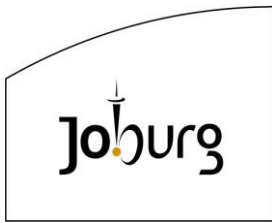
Signature

Date

Capacity

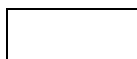
Name of Bidder

Initial



PROVISION OF ENTERPRISE GIS LICENSES, TECHNICAL SUPPORT, DEVELOPMENT AND GIS TRAINING FOR THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (3) YEARS.

APPENDIX A



Initial

TERMS OF **REFERENCE**

Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

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 - 3.3 LAND INFORMATION SYSTEM (LIS), PROPERTY VALUE CHAIN (PVC), REVENUE COLLECTION AND SAP INTEGRATION
 - 3.4 MSCOA COMPLIANCE
 - 3.5 SMART CITY INITIATIVE
 - 3.6 INTRANET- AND INTERNET MAP VIEWERS
 - 3.7 DYNAMIC SOFTWARE ENVIRONMENT
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6. BID DOCUMENTATION
7. SOFTWARE UPDATE(S)
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ANNEXURES

Annexure A & B: Microsoft SQL Server- and GIS Development & Test Environments

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

1 LIST OF ABBREVIATIONS / ACRONYMS

Abbreviation	Meaning
Data Quality	<i>Data quality refers to the usability of data. Data is often referred to as being of high quality if it is fit for its intended uses in operations, decision-making and planning. Alternatively, the data is deemed of high quality if it correctly represents the real-world construct to which it refers. These two views can sometimes conflict, even when referring to the same set of data used for the same purpose.</i>
Database	<i>An entity relationship diagram is a data modeling technique that creates a graphical representation of the entities, and the relationships between entities, within an information system. A Computer Database is a structured collection of records or data that is stored in a computer system. The structure is achieved by organizing the data according to a database model. The model in most common use today is the relational model.</i>
Function	<i>An action, which is dependent on another action. A result.</i>
GICT	<i>Group Information and Communication Technology, previously known as OCIO</i>
GSSCM	<i>Group Strategic Supply Chain Management</i>
CGIS	<i>Corporate Geo-Informatics Directorate</i>
GIS	<i>Geographical Information System</i>
GV	<i>General Valuation</i>
IIOC	<i>Integrated Intelligent Operation Centre</i>
Integration	<i>The way components of a system work together towards a common goal.</i>
Interface	<i>The means by which one component interacts with another.</i>
IT	<i>Information Technology</i>
LIS	<i>Land Information System</i>
LUM	<i>SAP Land Use Management module</i>
MEs	<i>Municipal Entities</i>
MSCOA	<i>Municipal Standard Chart of Accounts</i>
OCIO	<i>Office of the Chief Information Officer</i>
OEM	<i>Original Equipment Manufacturer certification</i>
Process	<i>The collection of actions taken to convert an input into a value-added output.</i>
PVC	<i>Property Value Chain</i>
ReFX	<i>SAP Flexible Real Estate Management module</i>
SG	<i>Surveyor General. National Legal Authority for Surveying of Land which regulates cadastral surveys in the provinces</i>
Spatial	<i>A method for capturing, storing, checking, integrating, manipulating, analyzing and displaying data related to positions on the Earth's surface.</i>
SQL	<i>SQL is a standard interactive and programming language for querying and modifying data and managing databases.</i>
System	<i>A collection of components working together towards a common goal.</i>

2 BACKGROUND

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

Corporate Geo-Informatics (CGIS) has entered into 3-year GIS license for the maintenance, support and development contracts since 2004. During this period it has become evident that a three-year contract provides continuity as well as streamlines the supply chain process for GIS related projects. The present GIS contract ends on 31 January 2023. In order to manage the risk to the City and the GIS users, the City has decided to commence with the procurement process now.

The Development Planning department is to commence with a competitive bidding tender process in terms of Regulation 26(1)(b) of the Municipal Supply Chain Management Regulations for the appointment of service provider for the “Provision of GIS Licenses-, Technical Support-, Development- and GIS training for the City of Johannesburg for a period of three (3) years.”

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

- Annual Enterprise GIS Licenses for CGIS and GIS user departments including Enterprise Architecture, Enterprise GIS software, Enterprise support and development for customized GIS core applications, Enterprise GIS Databases, Online Websites, and formal GIS training on certified training courses [virtual/e-learning and/or classroom]

The Municipal environment is complex and multi-disciplinary but at the same time Municipal management requires integrated information to allow ongoing, integrated assessment of what is happening where and when. Furthermore, city-wide integrated information is a MSCOA requirement.

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

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

It is in the City’s interest to ensure that the “enterprise” environment is catered for with GIS Enterprise Licenses, Technical Support, Development and GIS training, where “enterprise” will allow for scalability. This three (3) year agreement will realize the continued benefits of economy of scale in terms of license fees and training, unlimited access to GIS software licenses, provision for additional new software and upgrades, known license costing forecast as well as the procurement process benefits of three-year contract.

Table 1: Participants in the new GIS Tender contract are as follows:

GIS departments (Active)	GIS departments (Passive)
Corporate Geo-Informatics (CGIS)	Community Development (passive user)
Citizens Relationship & Urban Management (CRUM) Region D & F	Economic Development (passive user)

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

3

GIS departments (Active)	GIS departments (Passive)
City Transformation & Spatial Planning	Group Strategy, Policy, Co-ordination and Relations (passive user)
Environment & Infrastructure Services	Social Development (passive user)
Group Forensic Investigation Services (GFIS)	Mayor's Office (passive user)
Health	Valuations (passive user)
Human Settlements [Housing]	
Land Use Development Management (LUDM)	
Office of City Manager	
Office of the Speaker	
Public Safety	
Transportation	

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

3 SCOPE OF WORK

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

- a lower cost-per-unit for licensed software specified;
- flexibility to deploy software products when and where needed within the identified GIS user departments;
- unlimited access to GIS desktop products and extensions, GIS Server based products and extensions;
- access to local and international GIS Specialists for Technical Advisory time;
- discounted GIS training courses.

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

3.1 SAP BUSINESS TRANSFORMATION PROJECT

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

3.2 VALUATION ROLL 2023 (GV 2023)

The GIS software is embedded in core systems of the City e.g. the Property Value Chain (PVC / LIS), including the City's **Valuation Roll**. The implementation of the new 2023 GV Roll is dependent on the GIS. Objections and appeals on the GV 2018 roll also need to be resolved and new registered properties also need to be addressed in the new Supplementary Valuation Roll going forward. If a property is not on the GIS it cannot be valued or billed. Should there be any downtime in the GIS this will have a severe impact on the City's revenue collection.

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

3

3.3 LAND INFORMATION SYSTEM (LIS), PROPERTY VALUE CHAIN (PVC), REVENUE COLLECTION AND SAP INTEGRATION

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

With the development of the LIS (Land Information System) implemented in May 2006, the GIS service that Corporate Geo-Informatics provides has become mission critical to the various departments in the City of Johannesburg's Property Value Chain, i.e. Valuations, Land-Use Development Management, Building Control, Rates & Taxes and Revenue. The integration of LIS with the City's billing system (SAP ISU and SAP CRM) is essential, as is seamless, geo-enabled reporting or business intelligence across the two systems. Due to property related user requirements the demand for system enhancement and development related to the LIS, including workflow and document management, will be substantial during the next three years. Furthermore, preparation for the implementation of the Land Use Management (LUM) and Real Estate (ReFx) modules of SAP as well as an integrator/mediator will be required.

3.4 MSCOA COMPLIANCE

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

3.5 SMART CITY INITIATIVE

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

3D Building models have been generated during 2012 for key focus areas in the City (Johannesburg CBD, Midrand CBD, Sandton CBD, Roodepoort CBD, Randburg CBD, Jabulani, Baralink and non-residential zoned areas) to facilitate decision making / development proposals within the development corridors. Further 3D models and analysis are required for the whole city, including the Transit Orientated Development (TOD).

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

3.6 INTRANET AND INTERNET MAP VIEWERS

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

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

Due to constant improvements in GIS based internet mapping solutions, the existing ArcIMS technology has been replaced with ArcGIS Server. The existing online map viewers have subsequently been re-developed using the HTML5 platform in 2021, addressing the continuous requirement to align the online map viewers to the latest technology.

The current access to the external online map viewer will be migrated from the eServices portal to the new eJoburg portal.

3.7 DYNAMIC SOFTWARE ENVIRONMENT

The architecture of the previously outdated ArcIMS Internal- and external online map viewers were only compatible with Microsoft Internet Explorer version 6 (and above). To accommodate the latest internet browsers the new Internal- and external HTML5 online map viewers are now compatible with all the latest Internet browsers including Microsoft EDGE, Google Chrome, Mozilla FireFox etc.

To utilize the latest functionality GIS Server technology has to offer, all desktop / server software has to be upgraded. The Corporate Geo-Informatics Directorate (as is the case with the City’s GIS user Departments) has many GIS software products (refer to **Table 2** below) that are utilized daily. To function optimally, a new three (3) year agreement needs to be in place to cater for:

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

Note: New GIS software licences may be requested during the three (3) year period as part of the unlimited license agreement.

Table 2: City of Johannesburg’s GIS licenses requirements

Corporate Geo-Informatics (CGIS) - GeoLIS (8-Core servers’ environment)

Software Licenses	Quantity
Production Server	
3D Analysis Toolset	1
Data Quality and Integrity Toolset for Desktop GIS	1
Desktop GIS – Advanced	5
Desktop GIS – Intermediate	20
Enterprise Web GIS (Online GIS organizational subscription - 100 Users)	1

Software Licenses	Quantity
Enterprise Web GIS Network Analyst Toolset	1
Geostatistical Analysis Toolset for Desktop GIS	1
Professional Map Production Toolset for Desktop GIS	1
Publisher Toolset for Desktop GIS	1
Spatial Analysis Toolset for Desktop GIS	1
Workflow Toolset for Desktop GIS	22
GIS Enterprise Advanced (4 core) (50x User Types Included)	4
GIS Enterprise – Image Server (4 core)	4
GIS Enterprise – Workflow Manager Extension (4 core)	4
Urban Design Solution	1
Development Toolset for Developers	1
QA Server	
GIS Enterprise Advanced (4 core) (50x User Types Included)	2
GIS Enterprise - Workflow Manager Extension (4 core)	2

Corporate Geo-Informatics (CGIS) – GIS Portal (8-Core servers' environment)

Software Licenses	Quantity
Production Server	
GIS Enterprise Advanced (4 core) (50x User Types Included)	6
GIS Enterprise User Type – Advanced Data Analysis Toolset	5
QA Server	
GIS Enterprise Advanced (4 core) (50x User Types Included)	2

Public Safety

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

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

Software Licenses	Qty
Network Analysis Toolset for Desktop GIS	1
Publisher Toolset for Desktop GIS	1
Spatial Analysis Toolset for Desktop GIS	1

City Transformation & Spatial Planning

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

Citizens Relationship & Urban Management (CRUM – Region D)

Software Licenses	Qty
Desktop GIS – Basic	1

Citizens Relationship & Urban Management (CRUM – Region F)

Software Licenses	Qty
3D Analysis Toolset	1
Desktop GIS – Basic	5
Desktop GIS – Intermediate	6
Mobile Field Mapping and Data Collection Tool	6
Spatial Analysis Toolset for Desktop GIS	2

Transportation

Software Licenses	Qty
Desktop GIS – Intermediate	4
Enterprise Web GIS Server – Basic	2
Enterprise Web GIS (Online GIS organizational subscription - 2 Users)	2
Network Analysis Toolset for Desktop GIS	1

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

Software Licenses	Qty
Spatial ETL Toolset for Desktop GIS	2
Workflow Toolset for Desktop GIS	2

Environment & Infrastructure Services

Software Licenses	Qty
Desktop GIS – Basic	1
Desktop GIS – Intermediate	2

Land Use Development Management

Software Licenses	Qty
Desktop GIS – Intermediate	1

Group Forensic Investigation Services

Software Licenses	Qty
Desktop GIS – Basic	1

Office of the Speaker

Software Licenses	Qty
Desktop GIS – Intermediate	1

Office of the City Manager

Software Licenses	Qty
Desktop GIS – Basic	1

Health

Software Licenses	Qty
Desktop GIS – Basic	1

Human Settlements

Software Licenses	Qty
Desktop GIS – Basic	1

Valuations

Software Licenses	Qty
Desktop GIS – Basic	1

4 CONTRACT PERIOD

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

5 CITY OF JOHANNESBURG COMPLIANCE – PENETRATION TESTS

City of Johannesburg will do penetration tests to ensure security compliance with the City's environment.

6 BID DOCUMENTATION

Bidders are required to submit one original and photocopy of the original bid document.

7 SOFTWARE UPDATE(S)

New version updates or software releases to be made available to the City of Johannesburg within 10 working days of the service provider announcing the release of the update or new version. The software or version release can be supplied through a "cloud portal" or flash drive if required or direct access is granted to download it.

8 TRAINING

The appointed service provider is required to have access to a training centre within the City of Johannesburg municipal jurisdiction area or within one hour's travel time from the Metro Centre, Braamfontein. Virtual training may also be considered should the requestor [City of Johannesburg] have the necessary IT peripherals in place [i.e. second monitor to enable dual screen capabilities].

9 TECHNICAL SPECIFICATIONS

A three (3) year contract for GIS Licenses, GIS License maintenance, GIS technical support, GIS development and GIS training for the City of Johannesburg. This will ensure a world class, professional GIS service, enterprise spatial environment and sustainable access to spatial information for internal as well as external customers.

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

The **technical support** will entail:

- Call logging system for support with severity turnaround times.
- Responding to errors related to the Intranet and Internet websites reported by users.
- Responding to problems logged by users on behalf of clients.
- Software related queries.
- Errors on customized GIS applications.
- Database related queries.

Table 3

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

The **development** will entail:

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

The **training** will entail:

- Call logging system for training requests.
- GIS training by authorized trainer(s) to present their course material.
- Virtual training or on-site training as per request from City of Johannesburg user department.

Table 4

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

10 EVALUATION CRITERIA

10.1 FUNCTIONALITY

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

A total of 100 points is allocated for **Stage 1 [Functionality]**.

A bid that scores less than 70 points out of 100 for **Stage 1** shall be regarded as non-responsive and eliminated from any further evaluation.

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

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

The **Second stage** of the evaluation will be on 80:20 principle, where 80 points are for price and 20 points in accordance with the City's development goals.

Table 5

EVALUATION CRITERIA
<p>A bid that scores less than 70 points out of 100 allocated for functionality shall be regarded as non-responsive.</p> <p>Proposals will firstly be evaluated in terms of functionality and then in respect of the Preferential Procurement Policy Framework Act using the 80:20 points system. Only Bidders who score more than 70 points on functionality will be able to proceed to be evaluated on the preferential procurement in terms of 80:20 points system.</p>

Table 6

FUNCTIONALITY CRITERIA			
Criteria application	Guidelines	Points	Total Points
Skills and Capacity	<p><u>Proof of project team members':</u></p> <p>CVs of all project team members and their certified supporting documents must be submitted</p> <p>South African Geomatics Council (SAGC - Previously Plato) registrations:</p> <p>≥1 professional (3 points)</p> <p>≥1 technologist (2 points)</p> <p>≥1 technician (1 point)</p> <p>GIS certification to support all GIS desktop professional and GIS enterprise products, i.e:</p> <p>≥1 GIS Internet Mapping (4 points)</p> <p>≥1 Imagery software (4 points)</p> <p>≥1 GIS Spatial Database (4 points)</p> <p>≥1 GIS Desktop (4 points)</p> <p>≥1 GIS Server (4 points)</p> <p>GIS certification at associate level i.e.:</p> <p>≥1 GIS Desktop Developer (2 points)</p> <p>≥1 Web Application Development (2 points)</p> <p>≥1 Enterprise Spatial database Management (2 points)</p> <p>≥1 Team member with two or more years' experience in DB2 support (3 points)</p> <p>≥1 Team member with two or more years' experience in Microsoft SQL support (3 points)</p> <p>≥1 Team member with two or more years' experience in:</p> <ul style="list-style-type: none"> • API for GIS Server: ✓ IIS (1 point) 	6 points	60
	20 points		
	6 points		
	6 points		
	22 points		

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

3

FUNCTIONALITY CRITERIA			
Criteria application	Guidelines	Points	Total Points
	<ul style="list-style-type: none"> ✓ HTML 5.0 (2 points) ✓ JavaScript (1 point) ✓ Dojo (1 point) ✓ JQuery (1 point) • Microsoft .NET v 4.0 (Visual Studio 2010 or later) (1 point) • Land Use Management (LUM) & Real Estate (ReFx) Spatial implementation. (1 point) • Proof of architecture design support for an Enterprise System (4 points) • Proof of GIS Integration with SAP (10 points) 		
Infrastructure	Proof of Microsoft SQL Server development / test environment in the company (complete Annexure A) (3 points)	3 points	8
	Proof of GIS software development / test environment in the company (complete Annexure B): <ul style="list-style-type: none"> ✓ GIS Internet Mapping (1 point) ✓ Imagery processing (1 point) ✓ GIS Spatial Database (1 point) ✓ GIS Desktop (1 point) ✓ GIS Server (1 point) 	5 points	
Company Experience	<p>Successfully completed Enterprise GIS projects with a contract duration of more than one year (reference letters on client's letterhead must be submitted):</p> <ul style="list-style-type: none"> 1 project (2 points) 2 projects (4 points) 3 projects (6 points) 4 projects (8 points) 5 projects (10 points) 6 projects (12 points) 7 projects (14 points) 8 projects (16 points) 9 projects (18 points) 10 projects (20 points) 	20 points	20
Training	Proof of South African Geomatics Council (SAGC - Previously Plato) governing body granting permission to issue Continual Professional Development (CPD) points for attendance in (A letter from SAGC must be submitted): <ul style="list-style-type: none"> • Seminars (2 points) • GIS training (2 points) 	4 points	12
	Proof of GIS certified trainer(s) (CVs and certified proof of certification as a trainer must be attached) <ul style="list-style-type: none"> • 1-2 trainers (1 point) • >2-5 trainers (2 points) • >5 trainers (3 points) 	6 points	

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

3

FUNCTIONALITY CRITERIA			
Criteria application	Guidelines	Points	Total Points
	Proof of GIS free online training courses (list of courses and training portal web address must be submitted) (2 points)	2 Points	
Total			100

10.2 PREFERENTIAL PROCUREMENT

Only bidders that are responsive in **Stage 1** evaluation will be evaluated in **Stage 2**.

Bidders will be evaluated for the items that they are bidding for at this stage in terms of the 80:20 preference points system: 80 Points for price and 20 points in accordance with the City's preferential goals, as follows:

Table 7

Preferential Goals	Number of points	Means of Verification
Business owned by 51% or more – Black People	5	CSD, valid BBEE certificate / affidavit sworn under oath, ID copy of owner/s of the business and shareholder's certificate
Business owned by 51% or more – Women	5	CSD, ID copy of owner/s of the business and shareholder's certificate
SMMEs (An EME or QSE)	5	CSD and valid BBEE certificate / affidavit sworn under oath
Enterprises located within the jurisdiction of the City of Johannesburg's Municipality	5	CSD and proof of municipal account
Maximum Points	20	

11 RETURNABLE DOCUMENTS

Bidders must submit clearly labelled documents in line with the wording used herein. The City will not be held liable for being unable to identify documents which are not clearly labelled.

Bidders are required to submit the following with their proposal:

- 11.1 SARS one time pin for Tender purposes.
- 11.2 Valid original B-BBEE certificate (OR original certified OR sworn affidavit).
- 11.3 Municipal rates and taxes for company not in arrears for more than 90 days OR sworn affidavit OR valid lease agreement; not older than three (3) months OR acknowledgement of debt letter.
- 11.4 Municipal rates and taxes for all directors not in arrears for more than 90 days OR sworn affidavit OR valid lease agreement; not older than three (3) months OR acknowledgement of debt letter.

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

- 11.5 Fully completed and signed pricing schedule.
- 11.6 Fully completed and signed form of bid.
- 11.7 Fully completed and signed declaration for state on municipal accounts.
- 11.8 Fully completed and signed MBD forms: MBD1, MBD3.1, MBD3.2, MBD3.3 (Technical Advisory Time), MBD4, MBD5, *MBD6.1*, MBD8 and MBD9.
- 11.9 Central Supplier Database (CSD) proof of registration report or MAAA number.
- 11.10 Proof of certification as a GIS software distributor.
- 11.11 Software license maintenance exchange rate calculations [if applicable].
- 11.12 Reference letters for each project on client's letterhead proving the bidder's experience in Municipal Enterprise GIS environments.
- 11.13 Proof of certification as a GIS distributor [if the bidder is a distributor or marketer of the GIS software on behalf a third party].
- 11.14 The latest audited or independently reviewed financial statements for the last three (3) years.
- 11.15 A company organogram on the company letterhead reflecting all the project team members that can support and provide ongoing development of a large Municipal Enterprise GIS Environment. The organogram must only reflect company resources that will be dedicated to the City's GIS environment.
- 11.16 Curriculum Vitae (CVs) of all project team members including the following certified supporting documents, where applicable:
 - 11.16.1 Proof of South African Geomatics Council (SAGC) registration. No fewer than 3 SAGC registered team members.
 - 11.16.2 Proof of GIS qualification to support all desktop professional and enterprise products, i.e., GIS Internet mapping, Imagery software, GIS spatial database, GIS desktop and GIS server.
 - 11.16.3 GIS certification at associate level i.e. GIS Desktop Developer, 1 Web Application Development, Enterprise Spatial database Management.
 - 11.16.4 Proof of experience in IBM DB2- and Microsoft SQL support.
 - 11.16.5 Proof of experience in :
 - a. API for GIS Server (IIS, HTML 5.0, JavaScript, Dojo, JQuery)
 - b. Microsoft .NET v 4.0 (Visual Studio 2010 or later)
 - 11.16.6 Proof of SAP Land Use Management (LUM) & Real Estate (ReFx) Spatial implementation.
 - 11.16.7 Proof of architecture design support for an Enterprise System.
 - 11.16.8 Proof of SAP and GIS Integration expertise within the bidder's organization.
 - 11.16.9 Proof of any other industry related experience and formal qualifications and other related disciplines of the project team that will be working on this project.
- 11.17 Certified proof of certification as a trainer must be attached.
- 11.18 Proof of GIS software environment in the company, i.e. screenshots of deployed software products must be submitted): GIS Internet Mapping, imagery processing, GIS Spatial Database, GIS Desktop, GIS Server.
- 11.19 Proof of Microsoft SQL support certification.
- 11.20 Proof of Microsoft SQL Server development / test environment in the company.
- 11.21 Technical support - Submit turnaround times in line with City Specifications. (Table 2)
- 11.22 The Service Provider is to maintain detailed timesheets for licenses, advanced GIS support and advanced GIS development submitted to CGIS monthly for verification and sign off before any payment is initiated.
- 11.23 List of courses and training portal web address.
- 11.24 Terms of engagement stating the detailed conditions of the contract including:
 - 11.24.1 Call logging website for the City of Johannesburg with turnaround times and defining this process in detail.
 - 11.24.2 GIS online organizational subscription [if applicable].
 - 11.24.3 The process of logging support calls.

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

- 11.24.4 Monthly reports for each category of calls for GIS licenses, support, development. All reports to be generated with strict guidelines please communicate these guidelines.
- 11.24.5 The support call response times.
- 11.24.6 The GIS license / support / development account manager.
- 11.24.7 Monthly reports for each category of calls for GIS training. All reports to be generated with strict guidelines please communicate these guidelines.
- 11.24.8 Proof of online training courses.
- 11.24.9 The GIS training account manager.
- 11.24.10 Proof of GIS Certified Trainers.
- 11.24.11 Proof of South African Geomatics Council (SAGC) governing body granting permission to issue Continual Professional Development (CPD) points for attendance in seminars, workshops, and GIS training.
- 11.24.12 Proof of virtual training capacity or on-site training capacity as per request from City of Johannesburg user department.
- 11.25 GIS International user conference registrations [if applicable].
- 11.26 The Service Provider is to maintain detailed timesheets for GIS training submitted to CGIS monthly for verification and sign off before any payment is initiated.

12 DISQUALIFYING CRITERIA

- 12.1 Failure to complete the City of Johannesburg's pricing schedule in full.
- 12.2 Failure to complete and sign the form of bid / proposal.
- 12.3 Failure to attend the compulsory briefing session.
- 12.4 Failure to submit proof of Microsoft SQL support certification.
- 12.5 Failure to submit proof of certification as a GIS software distributor (if the bidder is a distributor or marketer of the GIS software on behalf a third party).
- 12.6 Failure to attach a letter with a Company letterhead confirming errors or alterations in in the pricing schedule.

13 SPECIAL CONDITIONS

- 13.1 Any annual increase of the contract must be motivated for in writing by the Service Provider, a month before the anniversary of the commencement date of this contract.
- 13.2 Prices quoted are VAT inclusive and include final totals. Prices will be ratified with SITA if applicable.
- 13.3 Price escalations will be affected in terms of the formula provided in MBD3.2 if a bidder stated that their price is not firm. All conditions for non-firm prices as outlined in MBD3.2 and form of bid must be complied with to give effect to any future price escalations that might be requested by the bidder.
- 13.4 Should the pricing for year 2 and year 3 of this contract be subject to fluctuations in the Rate of Exchange (ROE), all calculations must be submitted in the Bid submission. Please state ROE used in the calculations.
- 13.5 The City of Johannesburg reserves the right to purchase from third parties any of its requirements for GIS software not covered by this tender contract.

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

- 13.6 Quotations should be based on new, stable GIS software technology.
- 13.7 Terms of engagement for Technical Support stating the detailed conditions of the contract including: Call logging website for the City of Johannesburg with turnaround times and defining this process in detail. (See Table 2, page 10) Will be included in the SLA.
- 13.8 The appointed service provider is required to have a training centre within the City of Johannesburg municipal jurisdiction area or within one hour's travel time from the Metro Centre, Braamfontein. Virtual training may also be considered should the requestor [City of Johannesburg] have the necessary IT peripherals in place [i.e. second monitor to enable dual screen capabilities].
- 13.9 The City reserves the right to award the bid in part or in full.

14 PRICING SCHEDULE

The existing GIS Enterprise license environment must be maintained, in parallel, should a new GIS Enterprise solution be developed and implemented. This is to ensure continued production uptime and GIS integration with the City's billing system to send out the almost one million Invoices each month. Each software service provider will be bidding on a GIS Enterprise software solution (server and desktop level) that addresses the Enterprise, integrated GIS functionality required. It is understood that the desktop GIS software solution offered may be a single desktop software solution that offers the same functionality (or better) currently available on all GIS desktop software products.

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

- Software Licenses
- Support & Development hours
- Project Management hours
- Training hours
- GIS online organizational subscription [if applicable]

The tables below list existing GIS software used within the various GIS user departments.

14.1 SOFTWARE LICENSES

Table 8: City of Johannesburg GIS licenses requirements – Unit prices and totals

Corporate Geo-Informatics (CGIS) – GeoLIS (8-Core servers' environment)

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
Production Server				
3D Analysis Toolset	1			
Data Quality and Integrity Toolset for Desktop GIS	1			
Desktop GIS – Advanced	5			
Desktop GIS – Intermediate	20			

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
Enterprise Web GIS (Online GIS organizational subscription – 100 Users)	1			
Enterprise Web GIS Network Analyst Toolset	1			
Geostatistical Analysis Toolset for Desktop GIS	1			
Professional Map Production Toolset for Desktop GIS	1			
Publisher Toolset for Desktop GIS	1			
Spatial Analysis Toolset for Desktop GIS	1			
Workflow Toolset for Desktop GIS	22			
GIS Enterprise Advanced (4 core) (50x User Types Included)	4			
GIS Enterprise – Image Server (4 core)	4			
GIS Enterprise – Workflow Manager Extension (4 core)	4			
Urban Design Solution	1			
Development Toolset for Developers	1			
QA Server				
GIS Enterprise Advanced (4 core) (50x User Types Included)	2			
GIS Enterprise – Workflow Manager Extension (4 core)	2			
VAT @ 15%				
Total incl. VAT				

Corporate Geo-Informatics (CGIS) – GIS Portal (8-Core servers' environment)

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
Production Server				
GIS Enterprise Advanced (4 core) (50x User Types Included)	6			
GIS Enterprise User Type – Advanced Data Analysis Toolset	5			
QA Server				
GIS Enterprise Advanced (4 core) (50x User Types Included)	2			
VAT @ 15%				
Total incl. VAT				

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

Public Safety

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
3D Analysis Toolset	1			
Desktop GIS – Intermediate	2			
Desktop GIS – Basic	1			
Geostatistical Analysis Toolset for Desktop GIS	1			
Network Analysis Toolset for Desktop GIS	1			
Publisher Toolset for Desktop GIS	1			
Spatial Analysis Toolset for Desktop GIS	1			
VAT @ 15%				
Total incl. VAT				

City Transformation & Spatial Planning

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
3D Analysis Toolset	1			
Business Analyst Toolset	1			
Desktop GIS - Basic	8			
Network Analysis Toolset for Desktop GIS	1			
Spatial Analysis Toolset for Desktop GIS	1			
Urban Design Solution	1			
VAT @ 15%				
Total incl. VAT				

Citizens Relationship & Urban Management (CRUM – REGION D)

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
Desktop GIS – Basic	5			
VAT @ 15%				
Total incl. VAT				

Citizens Relationship & Urban Management (CRUM – REGION F)

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
3D Analysis Toolset	1			
Desktop GIS – Basic	5			
Desktop GIS – Intermediate	6			
Mobile Field Mapping and Data Collection Tool	1			
Spatial Analysis Toolset for Desktop GIS	2			
VAT @ 15%				
Total incl. VAT				

Transportation

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
Desktop GIS – Intermediate	4			
Enterprise Web GIS Server - Basic	2			
Enterprise Web GIS (2 Identity Users)	2			
Network Analysis Toolset for Desktop GIS	1			
Spatial ETL Toolset for Desktop GIS	2			
Workflow Toolset for Desktop GIS	2			
VAT @ 15%				
Total incl. VAT				

Environment & Infrastructure Services

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
Desktop GIS – Basic	1			
Desktop GIS – Intermediate	2			
VAT @ 15%				
Total incl. VAT				

Land Use Development Management

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
Desktop GIS – Intermediate	1			
VAT @ 15%				

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

3

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
Total incl. VAT				

Group Forensic Investigation Services

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
Desktop GIS – Basic	1			
VAT @ 15%				
Total incl. VAT				

Office of the Speaker

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
Desktop GIS – Intermediate	1			
VAT @ 15%				
Total incl. VAT				

Office of the City Manager

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
Desktop GIS – Basic	1			
VAT @ 15%				
Total incl. VAT				

Health

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
Desktop GIS – Basic	1			
VAT @ 15%				
Total incl. VAT				

Human Settlements

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
Desktop GIS – Basic	1			

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
VAT @ 15%				
Total incl. VAT				

Valuations

Software Licenses	Quantity	Unit Price Excl. VAT [Year 1]	Unit Price Excl. VAT [Year 2]	Unit Price Excl. VAT [Year 3]
Desktop GIS – Basic	1			
VAT @ 15%				
Total incl. VAT				

SUMMARY: LICENSE COSTS [YEAR 1, 2 & 3]

	License cost	Total Excl. VAT	VAT @ 15%	Total incl. Vat
1	Year 1			
2	Year 2			
3	Year 3			
Total incl. VAT				

14.2 SUPPORT- & DEVELOPMENT HOURS

The hours in table 9 and 10 are an estimate only and may vary.

Table 9: Support- & Development hours

	Support & Development Hours	Total Excl. VAT	VAT @ 15%	Total incl. Vat
1	2750 hours – Year 1			
2	2750 hours – Year 2			
3	2750 hours – Year 3			
Total incl. VAT				

14.3 PROJECT MANAGEMENT HOURS

Table 10: Project Management hours

TERMS OF REFERENCE | Provision of Enterprise GIS Licenses, Technical Support, Development and GIS Training for the City of Johannesburg for a period of Three (3) Years

	Project Management Hours	Total Excl. VAT	VAT @ 15%	Total incl. Vat
1	150 hours – Year 1			
2	150 hours – Year 2			
3	150 hours – Year 3			
Total incl. VAT				

14.4 TRAINING

Table 11: Training hours – Intermediate level

	Training hours – Intermediate level	Total Excl. VAT	VAT @ 15%	Total incl. Vat
1	697 hours – Year 1			
2	664 hours – Year 2			
3	632 hours – Year 3			
Total incl. VAT				

14.5 GIS ONLINE ORGANIZATIONAL SUBSCRIPTION [IF APPLICABLE]

Table 12: GIS online organizational subscription [if applicable]

	Subscription	Number of users	Total Excl. VAT	VAT @ 15%	Total incl. Vat
1	Year 1				
2	Year 2				
3	Year 3				
Total incl. VAT					

14.6 TOTAL COST OF ALL SERVICES

Table 13: Total cost of all services

		Total Excl. VAT	VAT @ 15%	Total incl. Vat
1	Year 1			
2	Year 2			
3	Year 3			
Total Contract Value incl. VAT				

15 FURTHER INFORMATION

Further information may be obtained by sending an email to **cgistender@joburg.org.za**

16 COMPULSORY BRIEFING SESSION

- Please email **cgistender@joburg.org.za** and the MS Teams meeting link will be emailed to you. Meeting invitations cannot be forwarded to third parties to attend.
- Meeting invitation request to include the information in the table below:

Name & Surname	Company Name	Email address	Mobile number

- Bidders must connect to the MS Teams meeting 5 minutes before the commencement of the compulsory briefing session and remain in attendance until the conclusion of the meeting.

Date: To be confirmed
Time: 10:00am

17 CONDITIONS OF AWARD

- 17.1 Notwithstanding the bidder being recommended for award, no award will be made to a bidder:
- 17.1.1 Whose tax matters are not in order according to the CSD and / or SARS.
 - 17.1.2 Whose municipal rates are more than 90 days old or are more than 90 days in arrears.
 - 17.1.3 Whose Director(s) or principal members are in the service of the State as defined in Regulation 1 of Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations.
 - 17.1.4 Who is listed (or any of the bidders’ Directors) in the National Treasury database of restricted suppliers.



Etienne Erasmus
Corporate Geo-Informatics (CGIS)
Chairperson BSC

7 July 2023

Date



Floyd Brink
City Manager
City of Johannesburg
Approve: Yes or No

03/08/2023

Date

✓

Item	Operating System Software
Version	
Item	Microsoft SQL Server Software [Development / Test Environment/s]
Version	
Item	Hardware
CPU	
Platform	
Storage	
Memory / RAM	
Dedicated (not shared) graphics memory	
Vizualization cache	
DirectX	
OpenGL	
Screen Resolution	

Item	Operating System Software
Version	
Item	GIS Software [Development / Test Environment/s]
Version	
Item	Hardware
CPU	
Platform	
Storage	
Memory / RAM	
Dedicated (not shared) graphics memory	
Vizualization cache	
DirectX	
OpenGL	
Screen Resolution	