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agriculture, land reform & rural development

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

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Kopano Ntsoane: **Tel:** (012) 312 8262

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

RFQ NO: 5/2/1 (612) 2023/2024

CLOSING TIME: 11H00

CLOSING DATE: 29 November 2023

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

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

Yours faithfully

SIGNED
QUOTATION MANAGEMENT
DATE: 15/11/2023

MAP TO QUOTATION BOX (B BOX)

RFQ NO: 5/2/1 (612) 2023/2024 CLOSING DATE: 29 November 2023 @ 11:00

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

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

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

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

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
Acquisition Management
(QUOTATION)
600 LILLIAN NGOYI, BEREA PARK
PRETORIA,
CENTRAL**

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

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

SUBMIT YOUR BID IN A SEALED ENVELOPE

5/2/1 (612) 2023/2024

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE, CONFIGURE, INSTALL, SUPPORT, MAINTAIN AND ENHANCE A NEW INTEGRATED E-LIBRARY MANAGEMENT SYSTEM FOR USE BY THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

CLOSING DATE: 29 NOVEMBER 2023 @ 11:00

TECHNICAL ENQUIRIES

TEL

EMAIL:

: Ms. Angelique Remcken

: (012) 312 8827

Angelique.remcken@dalrrd.gov.za

BID RELATED ENQUIRIES

TEL

EMAIL:

: Ms. Motlogelwa Thape / Mr. Kopano Ntsoane

: 012 312 8553/8396

Motlogelwa.thape@dalrrd.gov.za

/Kopano.ntsoane@dalrrd.gov.za

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)

DALRRD 2023-2024

**PRICING SCHEDULE FOR TERMS OF
REFERENCE FOR APPOINTMENT OF A
SERVICE PROVIDER TO PROVIDE,
CONFIGURE, INSTALL, SUPPORT,
MAINTAIN AND ENHANCE A NEW
INTEGRATED E-LIBRARY
MANAGEMENT SYSTEM FOR USE BY
THE DEPARTMENT OF AGRICULTURE,
LAND REFORM AND RURAL
DEVELOPMENT FOR A PERIOD OF 36
MONTHS**

PRICING SCHEDULE

1

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

Bid No.:

Name of Bidder:

PRICING SCHEDULE FOR TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE, CONFIGURE, INSTALL, SUPPORT, MAINTAIN AND ENHANCE A NEW INTEGRATED E-LIBRARY MANAGEMENT SYSTEM FOR USE BY THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

PRICING SCHEDULE [SBD 3.3]

(Professional Services)

NAME OF SERVICE PROVIDER:Bid NO.: **DALRRD 2023-2024**

CLOSING TIME:11:00

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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Bid Initials
Bid's Signature.....
Date:.....

1. The accompanying information must be used for the formulation of proposals.
2. Period required for commencement with project after acceptance of bid

TOTAL PRICE R.....

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

- Pricing must be fixed for the duration of the project

No	Product/Service description	Quantity	Bid price (VAT excl.)
1.	Supply, Installation, configuration, deployment and commissioning of system (Including Q&A environment)	Once-off	R.....
2.	Training of super users physically: Library Officials <ul style="list-style-type: none"> • System administrators x 2 • Cataloguers x 2 • Circulation x 2 • Acquisition x 1 IT officials (support) – 04 officials	11 Officials Once-off	R.....
3.	1. Yearly license renewal, including yearly upgrades of the system, and	Year 1	R.....

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

Bid No.:

Name of Bidder:

PRICING SCHEDULE FOR TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE, CONFIGURE, INSTALL, SUPPORT, MAINTAIN AND ENHANCE A NEW INTEGRATED E-LIBRARY MANAGEMENT SYSTEM FOR USE BY THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

PRICING SCHEDULE [SBD 3.3]

	2. License for 7 library officials 3. License for 4 IT officials for support	Year 2		R.....
		Year 3		R.....
4.	Maintenance and Support of the system	Estimated No. of hours PA	Rate per hours	Estimated total cost
1.1.	Ad hoc support on time and material basis – year 1 (to be paid after utilization)			
		50 Hours (year 1)	R.....	R.....
1.2.	Ad hoc support on time and material basis – year 2 (to be paid after utilization)			
		35 Hours (year 2)	R.....	R.....
1.3.	Ad hoc support on time and material basis – year 3 (to be paid after utilization)			
		15 Hours (year 3)	R.....	R.....
5.	SUBTOTAL (VAT Excl.)			R.....
6.	VAT (15%)			R.....
7.				R.....

Bid Initials

Bid's Signature.....

Date:.....

Bid No.:

Name of Bidder:

PRICING SCHEDULE FOR TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE, CONFIGURE, INSTALL, SUPPORT, MAINTAIN AND ENHANCE A NEW INTEGRATED E-LIBRARY MANAGEMENT SYSTEM FOR USE BY THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS

PRICING SCHEDULE [SBD 3.3]

	SUBTOTAL (VAT Incl.)	
8.	BID TOTAL (VAT Incl.)	R.....

Bid Initials

Bid's Signature.....

Date:.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature	Date
.....
Position	Name of bidder

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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.

1.4 To be completed by the organ of state:

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.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who has a disability – **attach doctor's letter confirming the disability**
 - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

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 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

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
--------------	-----------	--------------

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. 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:

4.2. 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.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. 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:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) 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 have –
 - (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 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:



Directorate: Knowledge, Information and Records Management, Office of the Chief Information Officer, 600 Lilian Ngoyi Street, Berea park, block B, Pretoria, 0002 Frank.Mmadi@dalrrd.gov.za; Web: www.dalrrd.gov.za

TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE, CONFIGURE, INSTALL, SUPPORT, MAINTAIN AND ENHANCE A NEW INTEGRATED E-LIBRARY MANAGEMENT SYSTEM FOR USE BY THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

1. PURPOSE

- 1.1 The purpose of this document is to invite Service Providers for the provision, configuration, installation, support, maintenance and enhancement/upgrading of a new and an integrated e-library management system for the Department of Agriculture, Land Reform and Rural Development (DALRRD).

2. BACKGROUND

- 2.1 The Directorate: Knowledge, Information and Records Management (KIRM), among other responsibilities, facilitates access to information through the services provided by the Information Management (IM) unit.
- 2.2 The IM, therefore, offers the staff members and external stakeholders the best agriculture, land, and rural development resources through the library. Users are at liberty to access departmental policies, frameworks, standards, and information research support, cataloguing and indexing of information sources and the various online information databases that the library is subscribed to.
- 2.3 The National library has approximately 6000 (six thousand) information resources in its collection including, print items, DVDs as well as the e-books. The library currently utilises workflow (Symphony) to facilitate access and manage the library



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materials. The system is a library management application running on a Text/Works propriety database technology. Bibliographic records are entered manually, and Dewey Decimal Classification (DDC) is assigned with preceding category identifier. Spine labels and accession numbers are printed for all materials. At present a report is kept and maintained in an Excel spread sheet format.

3. SCOPE AND DEFINITION OF WORK

The scope of the work to be performed as part of this project is as follows:

3.1	Data Migration
	a) Data migration and conversion to new system,
3.2	Access/Security Requirements
	a) System must be web-based, i.e. accessible via the web; b) The system must manage e-resources and digitized documents. c) Allow users to Search digitized documents and access full text. d) Manage loan functionality of e-books. e) The system must have digital asset manager and a discovery tool, the system must manage PDFs, images, videos, audio files, integrated with another online databases, such as WorldCat, e-book suppliers, etc. f) System must have unique sign-on for library staff. g) User access rights with different profiles created for different users to access modules/workflows accordingly. h) System should allow administrator to manage what users can view. i) System should allow full client browser-based access from all operating systems, in particular, Windows 10 and above, and IOS and also web browsers such as Internet Explorer, Firefox, Chrome, and Safari browsers. j) Service provider should indicate the IT specification necessary for the development and hosting of the Library Management software solution via the departmental network.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO CONFIGURE AND INSTALL A NEW INTEGRATED E-LIBRARY MANAGEMENT SYSTEM FOR USE BY THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

3.3	Online Public Access Catalogue (OPAC) and Search Portal
	<ul style="list-style-type: none"> a) The OPAC / Discovery tool should allow integration with non-MARC collections (such as image collections and special collections), using standards such as Dublin Core (a set of fifteen "core" elements (properties) for describing resources. The resources described using the Dublin Core may be digital resources (video, images, web pages, etc.) as well as physical resources such as books or works of art) b) The system must provide a secured interface between the OPAC and patron files that will allow patrons to access personal circulation information such as books checked out (current and historical), overdue, and on hold, etc. c) The patron functions must include but are not limited to being able to renew materials, request materials, cancel holds, suspend holds, change unfilled holds', update profiles, etc. d) Customisation should include the ability to brand the service using the institutional colour scheme and logo and it should have the ability to configure the look and feel of record display page including having the ability to decide which bibliographic metadata to display, e) E-mail facility from OPAC, f) Comprehensive search facility, g) Apply fillers to restrict search results, h) Different OPAC displays for different borrower categories, i) Borrower self-service including registration, online renewals, view history, submit requests and suggested new reading based on profile. j) Option to save searches, k) Auto generated library lists (for example: New Videos, Hot Topics).
3.4	Content Management / Enrichment
	<ul style="list-style-type: none"> a) Multi-media gateway to all information indexed by the library including web sites, electronic documents, photographs, etc., b) Search all library and non-library resources in a single search, c) Full multi-media support (all document and image formats), d) Ability to expand the content of catalogue to include jacket images, book reviews, table of contents and first chapters & excerpts, etc.



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3.5	Cataloguing, Indexing and Authority Control Requirements
	<ul style="list-style-type: none"> a) A highly flexible repository and database to manage a wide variety of physical and electronic materials, with sophisticated cross referencing, poly hierarchical thesaurus and full-text electronic document indexing, b) Use custom formats to accommodate non-bibliographic information such as research notes, abstracts, speeches, presentations, etc., c) The system must support the import, management, and validation of metadata at the bibliographic, authority, holdings and item level using current metadata standards and character sets, including UTF-8(a variable-length character encoding used for electronic communication. the Universal Coded Character Set Transformation Format – 8-bit), AACR2, RDA and MARC21) and must be configurable to manage changes within the current standards, d) The system must allow searching for, and identification of, individual and defined sets of bibliographic, authority, holdings and item records held in the system. This must be possible across external databases of bibliographic and authority records including WorldCat and OCLC. e) The system must include functionality to facilitate the creation, import, editing, replacement/merging, and export of metadata at the level of the individual record and batches of catalogue records. f) Machine Readable Catalogue (MARC 21) compliant, g) Copy cataloguing functionality, h) Resource Description and Access (RDA) compliant, i) Allow cataloguing and integration of e-books, e-journals, electronic databases, and websites into the library catalogue, j) Ability to add electronic images, pictures, and documents to catalogue records, k) Automatic expansion of the content of catalogue to include additional content such as front covers, book reviews, table of contents and first chapters & excerpts, l) Ability to interface with 239.50 client server protocol to access to search any bibliographic database and download appropriate records for local editing, m) Provide original cataloguing with easy, flexible worksheets, n) Import/Export in Marc format and integrated 239.50 searching, o) See/See Also references with scope notes, p) Authority merge and global changes, <ul style="list-style-type: none"> ➤ The system should update all occurrences of a heading in a bibliographic file. ➤ Authority control processing should include matching every subject heading, author entry, and uniform title. ➤ Every time a record is saved, the system should provide a configurable option to automatically perform authority control verification based on the local authority file. q) Print spine labels, r) Selector to prevent records from showing in the OPAC; suppresses lost Items, etc.



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3.6	Item Management
	<ul style="list-style-type: none"> a) User defined Item formats (forms) and classification which can also be used to determine the item display and circulation statistics, b) Item activity and report history, c) Global item changes, d) Loan override codes (for example: high demand), and e) Item stocktaking.
3.7	Circulation and Inventory Control Requirements
	<ul style="list-style-type: none"> a) The system must be able to set loan limits and circulation calendars at institution level and library level. The system must allow you to set common circulation parameters across multiple institutions and libraries, b) The solution should allow to define separate loan rules and material limits for each patron type, c) The system should block patron borrowing entitlements, according to Library set policies, e.g., when they reach maximum loan amount, or a fine restriction. The system should also provide designated library staff with the ability to override account blocks to issue further materials and provide audit trail for overruled blocks, d) The system should have the ability to automatically send a notice to patrons prior to the due date of the items as well as expiration date of the patron card with the option to change run schedules if required, e) The system must provide all circulation notices (renewal, overdue, bills, etc.) through multiple channels, including text messaging and e-mail. f) The system must include the ability to run offline circulation if the main system or data network is not available, and then to upload this information as soon as the system is accessible, g) Branch library option, h) Parameter configuration for library procedure enforcement (blocking, etc.), i) Offline circulation capability, j) Automatic reports: checkout, check-in (proof of return}, overdue reports and reminders, k) System generated notification on check-in if item is overdue, l) System generated notification of availability of reserved items on check-in, m) Include instant email messaging when a hold is satisfied or cancelled, n) Ability to create check-in and check-out notes, o) Circulation must provide for real-time live inventory, p) Real time inventory must include the ability to check shelf status when an item is scanned and notify staff immediately if the item needs to be re-shelved, q) If the item has a status other than on the shelf, real time inventory will instantaneously test to see if the Item can be checked in, and immediately check the item in, if allowed, r) Different loan policies for each location, item & borrower type, together with a library calendar for each location, s) Print and customize borrower receipts, t) Sound and visual alerts, u) Reservations include first copy, all copies, specific copy and even first copy across multiple titles, w) Item bookings for specific date/time, x) Process "in-house" usage of materials, y) Different loan policies for each location, item & borrower type, together with a library calendar for each location.



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3.8	Borrower Management
	<ul style="list-style-type: none"> a) System should allow for easy cross checking against existing records or a method to prevent duplicate registrations, b) User defined borrower types each with separate reading history retention periods, c) User defined borrower categories with circulation analysis, d) Save regular searches and perform global borrower changes, e) Change borrower barcode and retain history, f) f) Borrower email address with flag to use for notices (for example: overdue notices).
3.9	Inter-Library Loans
	<ul style="list-style-type: none"> a) Create ILL requests, reserve for library users and manage the circulation of the ILL item received from an external library including automatic alerts for staff in the Circulation module, b) Records for ILL supplying libraries are searchable by code and library name, c) System allows searching ILL requests by patron info, title, author, lending library name and code, and request number, and ISBN, d) The solution's ILL system interfaces with OCLC, e) Must redirect requests to alternate locations (as predetermined by library) when library materials are unavailable, f) Must have the ability to set inter-library loan limits for patrons, both globally and individually. For example, limit the total number of outstanding ILL requests; limit ability to place new ILL requests before current ILL items are returned; limit ability to place new ILL requests based on standard patron blocks, account balance, etc., g) Type of Material they requested.
3.10	Periodicals and Serials
	<ul style="list-style-type: none"> a) Issue prediction scheduling with user defined frequency, b) Separate subscriptions per branch location, c) "Quick Receipt" process and claims processing, d) Circulation lists and routing, e) Current and previous title, f) Display all copies, received copies, future copies and overdue copies at the click of a button, g) The Serials module must support check in of multiple items across multiple locations at one time, h) The Serials module must notify staff when a subscription is about to expire, i) The Serials module must support prediction patterns and notify staff automatically if there is a new prediction pattern.



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3.11	Acquisition (budget, invoice and orders)
	<ul style="list-style-type: none"> a) The system must support all core acquisitions functionality – the whole process from ordering to receipt and invoicing of all libraries and library materials, in any format and in any currency, with features to produce reports on expenditure within the LIS fund structure. It should have the ability to generate individual title order numbers included in a batch with its own order number, b) The system must enable seamless workflows between electronic resource management and acquisitions functions to provide a standardised acquisition procedure, irrespective of format (e.g., database, e-journal, print and e-journal subscription), c) The system should provide integrated supplier (publisher) workflow management, such as, direct incoming and outgoing data feeds and direct ordering from within the system (for main suppliers). It should support import of order/bibliographic / licence data from suppliers/vendors including supplier/vendor websites, d) Quickly "create order" from catalogue record, e) Choose to display in OPAC with "On Order" status, f) Multiple titles per order with different ledger accounts, g) Print orders, claims notice and cancellation notices, h) Budget and fund management, i) Record purchases, store item descriptions and enter invoices and credit notes using procedures for serials and non-serials, j) Budgeting and accounting according to financial periods, to show committed and actual spend and variance to budget against individual accounts, k) Option to display items in the OPAC automatically when the order is released, transmitted, received, approved, or not at all, l) The Serials module must support check in of multiple items across multiple locations at onetime, m) The Serials module must notify staff when a subscription is about to expire, n) The Serials module must support prediction patterns and notify staff automatically if there is a new prediction pattern.



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3.12	Reporting and statistical requirements
	<ul style="list-style-type: none"> a) The system must provide real time expenditure reports and can allow designated staff to create, and setup required reports against own selected time frames. One must be able to include single or multiple budgets showcasing all purchases and items purchase and can calculate values (High Level to minute detail per fund as well as ALL funds). Where budget adjustments were made in the Acquisitions module reports should reflect these changes immediately when drawn. b) Real time inventory must include the ability to check statistics of downloaded items drawn on a weekly basis. c) Type of electronic documentation report drawn monthly. d) System must allow for custom reports to be developed, it must be possible to run reports in PDF, HTML and Excel formats, etc. e) Screen preview, direct to printer or save to file. f) System must provide for full report generation function in tables and charts. g) Export statistics directly to spreadsheet. h) Graphical display of circulation and enquiry statistics. i) Some of the reports required are: <ul style="list-style-type: none"> ➤ Stock Taking Report. ➤ Circulation Report. ➤ Accession Register. ➤ Cataloguing Report j) System must allow scheduled reporting e.g.; it must be possible to run at a date and time specified by the authorised staff member.
3.13	System integration requirements
	<ul style="list-style-type: none"> a) System must be easily integrated with the DALRRD internet/Intranet (Link to Library web-page). b) System must be integrated with internal e-mail system, and Microsoft Outlook. c) System must run on Microsoft Server 2016 or later. Database: Microsoft Sql, Development technologies for scripting (Java/J2EE, HTML, Javascript, XML e.g EJB and CSS, jSP, JAVA Beans, C#, .Net 4.0, ASP.NET, jQuery, and Microsoft Power BI). and Application servers: IIS, Jboss, weblogic, GlassFish and Tomcat. Must be compatible with latest internet browsers e.g., Microsoft Edge, Mozilla Firefox, Google Chrome, etc. d) Must cater for additional branches to be added on to the system. Approximately 11 branches. e) The server will reside with the (DALRRD) IT department and should also have a cloud component which will allow for remote access. f) Must be able to integrate with EZProxy g) The system should be compatible with an RFID barcoding system.



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4. DELIVERABLES

4.1 SCOPE OF WORK AND DELIVERY SCHEDULE

No.	Statement of Work	Delivery Timeframe
1.	To Supply, configure, deploy, commission, and give training on the new Library Management Software solution	Within the first 6 Months
2.	Ad hoc Support and Maintenance	As and when required over a period of 36 months

4.2. SKILLS TRANSFER AND TRAININIG

4.2.1 The Supplier must provide basic training on the proposed solution or product to Library staff and technical staff to enable the department to operate and support the product/solution after implementation.

4.2.2 The nature of the training must be practical, and applicable to all procured modules in the system as well as administration of the system. Both manual and electronic manuals need to be provided for.

4.3 LOCAL REPRESENTATION

4.3.1 The service provider should have an office located in South Africa to support as and when needed.

4.4. LICENSING FEES

4.4.1 The service provider should indicate the licensing fees for the yearly subscription.

4.4.2 The service provider should provide licensing fees for 7 library users.

4.4.3 The service provider should indicate what the licensing fees would be for 4 IT officials to both access and support the system.

5. PRICING SCHEDULE

5.1 Service Providers are required to fully complete the Pricing Schedule (**SBD 3.3**) failure to comply will result in your quotation/proposal being disqualified.

6. METHOD OF PAYMENT



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- 6.1 Payments shall be made on terms as agreed between the Service Provider and Department of Agriculture, Land Reform and Rural Development.
- 6.2 Orders will be generated and placed by the National Office and will also be responsible for all the payment to the Service Provider.
- 6.3 Detailed invoice reflecting the order number must be submitted and need to be accompanied by job sign paid after verification.
- 6.4 All payments will be made in a South African Rand, not later than thirty (30) days after the submission of invoices with a provision of meeting the agreed SLA.

7. PROPOSAL REQUIREMENTS AND SUBMISSION

- 7.1 The proposal should cover, but not limited to the following:
 - 7.1.1 Demonstration of experience of being a reliable Service Provider who has provided requested library system services before in South Africa.
 - 7.1.2 Capacity to conduct the service, including logistically and manpower (attach CVs of personnel to be utilized during the execution of the project), given the time frame).
 - 7.1.3 Type and duration of previous experience with reference to that which is relevant to the deliverables.

8. EVALUATION CRITERIA

- 8.1 The evaluation criteria for the assessment of proposals will include both qualitative and the proposal. Evaluation will be conducted in the following phases:

Phase 1: Functionality,

Phase 2: Price.

8.1.1 Phase 1: Functionality

Proposals will be evaluated by the Evaluation Committee Panel based on functionality where: Functionality = 100.

The following criteria will be used as the criteria for appointment, apart from those laid down in the Preferential Procurement Regulations of 2022.

Quotations will be evaluated individually on score sheets by a representative of the Evaluation Panel according to the evaluation criteria indicated below.

This functionality criterion will be broken down into a rating of *poor, fair, good, very good and excellent*, as set out in the following paragraph:



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5 = Excellent

4 = Very Good

3 = Good

2 = Fair

1 = Poor

8.2.1.1 The following evaluation criteria will be used: See table 1 below:

Criteria	Guidelines for criteria applications	Weight
(A). Ability Capacity	The service provider shall demonstrate the following Specialist below: to be utilised in the execution for the project (provide CVs for each resource with a minimum of least 3 years of working experience in library management systems).	
	<p>➤ Project team leader with a minimum of 3 years or more in Project Management experience.</p> <p>Evaluation:</p> <ul style="list-style-type: none"> a) Team leader with one year or less years relevant experience – Poor (1) b) Team leader with 2-years and less than 3 years' experience – Fair (2) c) Team leader with 3-years relevant experience – Good (3) d) Team leader with more than 3 years to 4-years relevant experience - Very Good (4) e) Team leader with more than 4-years relevant experience – Excellent (5) 	10
	<p>➤ System Developer, with a minimum of 3 years or more in System Development experience.</p> <p>Evaluation:</p> <ul style="list-style-type: none"> a) System Developer with one year or less years relevant experience – Poor (1) b) System Developer with 2-years and less than 3 years' experience – Fair (2) 	10



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	<p>c) System Developer with 3-years relevant experience – Good (3)</p> <p>d) System Developer with more than 3 years to 4-years relevant experience - Very Good (4)</p> <p>e) System Developer with more than 4-years relevant experience – Excellent (5)</p>	
	<p>➤ Tester with a minimum of 3 or more years in System Development experience.</p> <p>Evaluation:</p> <p>a) Tester analyst with one year or less years relevant experience – Poor (1)</p> <p>b) Tester with 2-years and less than 3 years' experience – Fair (2)</p> <p>c) Tester with 3-years relevant experience – Good (3)</p> <p>d) Tester with more than 3 years to 4-years relevant experience - Very Good (4)</p> <p>e) Tester with more than 4-years relevant experience – Excellent (5)</p>	10
(B). Track record Competency	<p>The bidder must provide at least 3 reference letters of affirmation from a client-company letter head to whom the project or service was delivered:</p> <p>(a) the Client Company name and physical address.</p> <p>(b) client contact person's name, telephone number and email address.</p> <p>(c) project or service scope of work including Start and End Date; and</p> <p>(d) product or technology delivered.</p> <p>Evaluation:</p> <p>a) One reference letter or No library management system successfully implemented by the entity Poor (1)</p> <p>b) Less than 2 reference letters for library management systems successfully implemented by the entity Fair (2)</p>	40



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	<p>c) At least 3 reference letters for library management systems successfully implemented by the entity Good (3)</p> <p>d) 4-6 reference letters for library management systems successfully implemented by the entity. Very good (4)</p> <p>a) 7 and more reference letters for library management systems successfully implemented by the entity. Excellent (5)</p>	
<p>(C). Methodology</p> <p>Project execution plan including support and maintenance plan</p>	<p>The bidder must provide a comprehensive bid proposal that covers:</p> <ul style="list-style-type: none"> • Project Management. • Installation, Implementation of new upgraded software and Maintenance Plan. • Training and Skills transfer Plan. • Response and resolution times for incidents logged. <p>Evaluation:</p> <p>a) No project proposal or irrelevant project proposal Poor (1)</p> <p>b) Project proposal clearly indicating delivery methodology as indicated above. Fair (2)</p> <p>c) A detailed project proposal clearly indicating delivery methodology as indicated above. Implementation plan should be completed in 6 months. Good (3)</p> <p>d) A detailed project proposal clearly indicating delivery methodology as indicated above. When the implementation plan completed less than 4 months. Very good (4)</p> <p>e) A detailed project proposal clearly indicating delivery methodology as indicated above. Implementation plan completed less than 3 months. Upgrade prediction supplied. Excellent (5)</p>	30
Total	Total weight for functionality	100

Table 1

The proposals will be evaluated in two phases as indicated above. All proposals that will score less than sixty (**60**) out of the hundred (**100**) points for functionality will not be considered further.



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8.1.3 Phase 2: Price

The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes.

$$Ps = 80 (1 - Pt - P_{min} / P_{min})$$

Where:

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

(b) A maximum of 20 points may be awarded to a tenderer for being an HDI and/or subcontracting with as HDI and/or achieving any of the specified goals stipulated in Regulation 4.

(c) The points scored by tenderer in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.

(d) Only the tender with the highest number of points scored may be selected

Stipulation of preference point system to be used.

The department hereby stipulate the preference point system which will be applied in the adjudication of price quotations:

Historically disadvantaged individuals:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
I. A person historically disadvantaged by unfair discrimination on the basis of race: provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation-	10



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<p>a) Before 27 April 1994 b) On or before 27 April 1994 and who would be entitled to acquire citizenship by naturalisation prior to the date</p>	
<p>II. Who is female</p>	<p>5</p>
<p>III. Who is disabled</p>	<p>2</p>
<p>V. Specific goal: Youth</p>	<p>3</p>

Total point of price and HDIs must not exceed

100

✓ When calculating prices:

8.1.3.1 Unconditional discounts must be taken into account for evaluation purposes; and

8.1.3.2 Conditional discounts must not be taken into account for evaluation purposes but should be implemented when payment is affected.

8.1.3.3 The formulae to be utilized in calculating points scored for price are as follows: 80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included).

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

Achieve the minimum qualifying score for functionality of **60** points out of 100 points will be evaluated further in accordance with the price.

9. CONFIDENTIALITY CLAUSE



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- 9.1 The Service Provider agrees to keep confidential all records and information of or related to the Department obtained in any manner whatsoever by the Service Provider, and not to disclose such records or information to any third party without the Dependent's prior written consent.
- 9.2 The Service Provider will be expected to sign a confidentiality agreement with the DALRRD prior to commencement of the contract.

10. FINANCIAL PENALTIES

- 10.1 Financial penalties will be imposed for milestones, targets and deadline dates as stipulated in the Service Level Agreement.

11. TERMS AND CONDITIONS

- 11.1 Awarding of the bidder will be subject to the Service Provider 's acceptance of the DALRRD Supply Chain Management Terms and Conditions.
- 11.2 The appointed Service Provider will enter into a service level agreement with the Department's prior to commencement of the contract.
- 11.3 The Department reserves the right to terminate the contract if there is clear evidence of non-performance, by the Service Provider as per the agreed SLA.
- 11.4 This proposal is not an offer to purchase any services or materials, and the Department of Agriculture, Land Reform and Rural Development will not incur or be liable for any costs associated with the preparation of this proposal.
- 11.5 This RFQ has been prepared by Department of Agriculture, Land Reform and Rural Development and is being furnished to those potential Suppliers who might prepare a proposal to address the business requirements. The information contained in this RFQ has been prepared to guide interested parties in making their own evaluation. and does not purport to contain all the information that a Supplier may require. While every attempt will be made to provide thorough, accurate information, the Department of Agriculture, Land Reform and Rural Development shall have no liability for any inaccuracies that may be contained in this RFQ, or any accidental omissions from this RFQ. Nothing contained in this RFQ can be relied upon as a commitment, guarantee or representation regarding future events or performance.



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12. INVOICES MUST BE SENT TO:

Mr Frank Mmadi
First Floor, Block B
600 Lilian Ngoyi Street,
Berea Park,
Pretoria
0002

13. CONTACT NUMBERS

All technical enquiries should be directed to:

Ms. Angelique Remcken

Telephone: 012 312 8827

Angelique.remcken@dalrrd.gov.za

All quotation/SCM related enquiries should be directed to:

Mr. Kopano Ntsoane

Telephone: 012 312 8396

Kopano.Ntsoane@dalrrd.gov.za

14. PUBLICATION

- Departmental website.
- National Treasurys CSD/E-tender Portal.
- 14 calendar days.



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14. APPROVAL AND ENDORSEMENT

These terms of reference have been checked and approved as follows:

1. Terms of reference recommended/not recommended.

NAME & Title	Supported	Signature	Date
Godfrey Mdhuli Director: Knowledge, Information and Records Management	Supported <input type="checkbox"/> Not Supported <input type="checkbox"/>		
Reasons (Compulsory when document is not Supported)			
Phuti Lekgau Director: ICT Solutions and Development	Supported <input type="checkbox"/> Not Supported <input type="checkbox"/>		
Reasons (Compulsory when document is not Supported)			
Roy Naidoo Director: ICT Service Management	Supported <input type="checkbox"/> Not Supported <input type="checkbox"/>		
Reasons (Compulsory when document is not Supported)			
Alta Vermaak Acting Director: ICT Service Delivery and Operations	Supported <input type="checkbox"/> Not Supported <input type="checkbox"/>		
Reasons (Compulsory when document is not Supported)			
Angelique Remcken Deputy Director: Information Management	Supported <input type="checkbox"/> Not Supported <input type="checkbox"/>		



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NAME & Title	Supported	Signature	Date
Reasons (Compulsory when document is not Supported)			
Frank Mmadi Assistant Director: Information Management	Supported <input type="checkbox"/> Not Supported <input type="checkbox"/>		
Reasons (Compulsory when document is not Supported)			
Millicent Malema Assistant Director: Information Management	Supported <input type="checkbox"/> Not Supported <input type="checkbox"/>		



2. Terms of reference approved/not approved.

Reasons (Compulsory when document is not Supported)