

SSC WC 03 (2021/2022) DALRRD

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY 0.25m GSD DIGITAL COLOUR AERIAL IMAGERY IN SWELLENDAM TO THE CHIEF DIRECTORATE: NATIONAL GEOSPATIAL INFORMATION, RHODES AVENUE, MOWBRAY, CAPE TOWN.

COMPULSORY CLARIFICATION MEETING:

DATE: 10th MAY 2021

VENUE: DUE TO THE COVID 19 PANDEMIC, WE OPT TO HAVE THE BRIEFING SESSION THROUGH VIRTUALLY VIA MICROSOFT TEAMS. SUPPLIERS ARE URGED TO INSTALL THE WEB VERSION OF MICROSOFT TEAMS IN ORDER TO PARTICIPATE IN THE BRIEFING. SUPPLIERS WHO WISH TO ATTEND BRIEFING SESSIONS SHOULD EMAIL THEIR MICROSOFT TEAMS' CREDENTIALS TO LINCOLN.MATHEBULA@DALRRD.GOV.ZA BY END OF BUSINESS DAY ON THE 7th MAY 2021.

TIME: 11:00 AM

CLOSING DATE:

DATE: 21 MAY 2021

TIME: 11:00 AM

VENUE: BID BOX SITUATED AT NUMBER 14 LONG STREET, SECURITY AREA AT GROUND FLOOR.

IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO ENSURE THAT COURIER DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP PROPOSALS INSIDE BID BOX AS NO WAYBILLS WILL BE SIGNED BY ANY OFFICIALS.

TECHNICAL ENQUIRIES: Mr Luncedo Ngcofe
Telephone Number : (021) 658-4317
E-mail : luncedo.Ngcofe@dalrrd.gov.za

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



agriculture, land reform & rural development

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

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

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

BID NUMBER: SSC WC 03 (2021/2022) DALRRD

CLOSING TIME: 11H00

CLOSING DATE: 21 May 2021

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 2, SBD 3.1, SBD4, SBD 6.1, SBD 8, SBD9, terms of reference.
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid.
(failure to comply will disqualify your proposal)

Yours faithfully

SIGNED

MR BONGA ZUMA

(A) DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT SERVICES

DATE: 23 April 2021

MAP TO BIDDER BOX (B BOX)

SSC WC 03 (2021/2022) DALRRD CLOSING DATE: 21 MAY 2021 AT 11:00 AM.

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

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

**THE SBD FORMS MUST BE SIGNED IN THE ORIGINAL AND WITH
BLACK INK SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT
RETYPE.**

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

(Department of Agriculture, Land Reform and Rural Development)

**Demand and Acquisition Management
(BIDS)
GROUND FLOOR (SECURITY AREA)
14 LONG STREET
CAPE TOWN
8000**

**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM
AND RURAL DEVELOPMENT IS OPEN 08 HOURS A DAY, 5 DAYS A WEEK. THE BID BOX
WILL BE CLOSED AT 11H00 AM WHICH IS THE CLOSING TIME OF BIDS.**

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

SUBMIT YOUR BID IN A SEALED ENVELOPE

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.

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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



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



SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT.					
BID NUMBER:	SSC WC 03 (2021/2022) DALRRD	CLOSING DATE:	21 May 2021	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY 0.25m GSD DIGITAL COLOUR AERIAL IMAGERY IN SWELLENDAM TO THE CHIEF DIRECTORATE: NATIONAL GEOSPATIAL INFORMATION, RHODES AVENUE, MOWBRAY, CAPE TOWN.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
14 LONG STREET					
CAPE TOWN					
GROUND FLOOR					
SECURITY AREA AT GROUND FLOOR					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Lincoln Mathebula		CONTACT PERSON	Mr. Luncedo Ngcofe	
TELEPHONE NUMBER	021 409 0523		TELEPHONE NUMBER	021 658 4317	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Lincoln.Mathebula@dalrrd.gov.za		E-MAIL ADDRESS	Luncedo.Ngcofe@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



PROVINCIAL SHARED SERVICES CENTRE: WESTERN CAPE, 14 LONG STREET, CAPE TOWN
Private Bag X9159, Cape Town, 8000 Tel: 021 409 0300 Web: www.DALRRD.gov.za

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.



AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000*,

MR A.F JONES

has been duly authorised to sign all documents in connection with

Contract no CRDP 0006, and any contract which may arise there from,

on behalf of *Mabel House (Pty) Ltd.*

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of A.F Jones)

As witnesses:

1.

2.

Signature of person authorised to sign the tender:

Date:



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
Closing Time 11:00 AM	Closing date:

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

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

- | | | |
|---|--|--------------------------|
| - | Required by: | |
| - | At: | |
| - | Brand and model | |
| - | 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



**SSC WC 03 (2021/2022) DALRRD
APPOINTMENT OF A SERVICE
PROVIDER TO SUPPLY 0.25m GSD
DIGITAL COLOUR AERIAL
IMAGERY IN SWELLENDAM TO
THE CHIEF DIRECTORATE:
NATIONAL GEOSPATIAL
INFORMATION, RHODES AVENUE,
MOWBRAY, CAPE TOWN**



PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER:

BID NO.: SSC WC 03 (2021/2022) DALRRD

CLOSING TIME: 11:00 AM

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF QUOTATION.

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate rates based on the total cost to the department for completion of each stage and including Expenses for the project.
3. **TOTAL OFFER PRICE (INCLUSIVE OF VAT)** R.....

NB: PAYMENT TO BE MADE AT THE COMPLETION OF EACH JOB

KINDLY REFER TO THE TERMS OF REFERENCE; SECTION 4 OF THE TERMS OF REFERENCE

ITEM NO.:	JOB NUMBER	JOB NAME	Approx. % of Total Bid Cost	Total Cost Excluding VAT
1.	3219D_2021_017	Kagga Kamma Nat. Reserve	6%	
2.	3220C_2021_018	Koedoesberge	6%	
3.	3220D_2021_019	Komsbergpas	6%	
4.	3221B_2021_020	Eselberg	6%	
5.	3221C_2021_021	Windheuwel	6%	
6.	3319B_2021_022	De Doorns	6%	
7.	3319D_2021_023	Robertson	6%	
8.	3320A_2021_024	Touwsrivier	6%	
9.	3320B_2021_025	Laingsburg	6%	



ITEM NO.:	JOB NUMBER	JOB NAME	Approx. % of Total Bid Cost	Total Cost Excluding VAT
10.	3320C_2021_026	Montague	6%	
11.	3320D_2021_027	Barrydale	6%	
12.	3321A_2021_028	Ladismith	6%	
13.	3321C_2021_029	Rooiberg	6%	
14.	3419B_2021_030	Elim	9%	
15.	3420A_2021_031	Bredasdorp	7%	
16.	3420B_2021_032	Cape Infanta	5%	
17.	3421A_2021_033	Riversdale	5%	
TOTAL COST (EXCLUDING VAT)				R.....
VAT				R.....
TOTAL COST (INCLUDING VAT)				R.....

NB: Bidders must provide costing for each individual job as per the table in paragraph 8.1.1. Prices quoted shall NOT be conditional to securing other bids, i.e. no discounted contract price for the award of all the bids will be accepted. Bidders must provide SEPARATE prices for each bid. Total Cost must include all hidden costs.



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Agriculture, Land Reform and Rural Development
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5. Period required for commencement with project after
acceptance of bid

.....

6. Estimated man-days for completion of project

.....

7. Are the rates quoted firm for the full period of contract?

.....

8. If not firm for the full period, provide details of the basis on which
adjustments will be applied for, for example consumer price index.

.....

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
14 LONG STREET
SWELLENDAM
8000

Technical Related enquiries

Attention: Mr Luncedo Ngcofe
Telephone Number: (021) 658 4317
E-mail: Luncedo.Ngcofe@drdlr.gov.za

Bid Related enquiries

Supply Chain Related enquiries: Mr Lincoln Mathebula
Telephone Number : 021 409 0523
E-mail: Lincoln.Mathebula@dalrrd.gov.za



ANNEXURE B

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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



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& rural development**

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....



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.....
.....

- 2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

YES/NO

- 2.10.1 If so, furnish particulars.

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

- 2.11 Do you or any of the directors / trustees / shareholders / members
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

YES/NO

- 2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number



4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.



- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;



- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

Js475wc



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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



2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-



Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- (r) “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. **ADJUDICATION USING A POINT SYSTEM**

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

4. **POINTS AWARDED FOR PRICE**

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	14



4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

6. BID DECLARATION

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

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

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



8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer



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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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 of Restricted Suppliers as companies or persons 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☒	No ☒
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☒	No ☒
4.3.1	If so, furnish particulars:		



4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
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.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



SBD 9

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

.....

Position

.....

Name of Bidder



agriculture, land reform & rural development

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

BAS ☐ PMIS ☐ LOGIS ☐ WCS ☐ CONTRACTOR
CONSULTANT ☐

OFFICE:

Head Office Only	
Captured By:	_____
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries. :	_____
Tel. No.:	_____

The Director General: Department of Agriculture, Land Reform and Rural Development

- I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.
- I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).
- I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.
- This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.
- Please ensure information is validate as per required bank screens .
- I/We understand that bank details provided should be exactly as per the records held by the bank.
- I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title:	_____
Initials:	_____
First Name:	_____
Surname:	_____
Postal and Street Address Detail of the Company / Individual	
Postal Address	_____
Street Address	_____
Postal Code	____
New Detail	
☐ New Supplier information ☐ Update Supplier information	
Supplier Type:	☐ Individual ☐ Department ☐ Partnership
	☐ Company ☐ Trust
	☐ CC ☐ Other (Specify) _____
Department Number	____



agriculture, land reform & rural development

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

Supplier Account Details

This field is compulsory and should be completed by a bank official from the relevant bank

Account Name

Account Number

Branch Name

Branch Number

Account Type

- ☐ Cheque Account
☐ Savings Account
☐ Transmission Account
☐ Bond Account
☐ Other (Please Specify)

ID Number

Passport Number

Company Registration Number

*CC Registration

*Please include CC/CK where applicable

Practise Number

Bank stamp

It is hereby confirmed that this details have been verified
against the following screens

ABSA-CIF screen

FNB- Hogans system on the CIS4/CUPR

STD Bank-Look-up-screen

Nedbank- Banking Platform under the Client Details Tab

Contact Details

Business

Area Code

Telephone Number

Extension

Home

Area Code

Telephone Number

Extension

Fax

Area Code

Fax Number

Cell

Cell Code

Cell Number

Email Address

Contact Person:

Supplier Signature	Departmental Official
Print Name	Print Name
	Hank
Date (dd/mm/yyyy)	Date (dd/mm/yyyy)

Address of Rural Development and Land Reform
Office where form is submitted from



TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY 0.25m GSD DIGITAL COLOUR AERIAL IMAGERY IN SWELLENDAM TO THE CHIEF DIRECTORATE: NATIONAL GEOSPATIAL INFORMATION, RHODES AVENUE,

1. PURPOSE

To appoint a service provider to supply 0.25m GSD Digital Colour Aerial Imagery in the SWELLENDAM to the Chief Directorate: National Geospatial Information, Rhodes Avenue, Mowbray, Cape Town

2. BACKGROUND

2.1 The Chief Directorate: National Geo-spatial Information (CD: NGI) is mandated to supply geo-spatial information for the Republic of South Africa. This includes the acquisition of colour (RGB) and near infra-red (NIR) digital aerial imagery as detailed in this bid specification.

2.2 Information to be supplied by the Chief Directorate

The following documents will be supplied as part of this specification:

2.2.1 Appendix A: Scope of work required;

2.2.2 Appendix B: TrigNet distribution map;

2.2.3 Appendix C: Standard for the Acquisition of Digital Aerial Imagery.

2.2.4 Appendix D: Standard for the map Sheet Reference System

3. MANDATORY REQUIREMENTS FOR BIDDING

Any bid submission that fails to comply with any of the mandatory requirements listed below, will automatically be disqualified.

3.1 SCM MANDATORY REQUIREMENTS

3.1.1 Attach a resolution letter authorizing a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.

3.1.2 Only duly authorised signatories must sign the original and all copies of the bid offer where required.

3.1.2.1 In the case of a ONE-PERSON business submitting a bid, this shall be clearly stated on the company letter head.

3.1.2.2 In case of a COMPANY submitting a bid, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.



- 3.1.2.3 In the case of a CLOSED CORPORATION submitting a bid, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.
- 3.1.2.4 In the case of a PARTNERSHIP submitting a bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorization shall be included in the Tender.
- 3.1.2.5 In the case of a JOINT VENTURE submitting a tender, must include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.
- 3.1.3 Compliance with all Tax Clearance requirements: Attach a Valid Tax Clearance Certificate/ provide a Compliance Tax Status Pin on the space provided on the SBD 1 form.
 - 3.1.3.1 Where consortium/ joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
 - 3.1.3.2 Where the bidder forms a consortium or joint venture or is sub-contracting written proof of the contract must be attached and each party to the association must submit separate Tax Clearance requirements.
- 3.1.4 Bidders must be registered on the National Treasury Central Supplier Database and attach a report as proof or write the CSD supplier number or registration number on the space provided on the SBD 1 document.-
- 3.1.5 Attendance of the compulsory briefing session as stipulated. Non-attendance will lead to the bid being automatically disqualified.

3.2 **TECHNICAL MANDATORY REQUIREMENTS**

- 3.2.1 Only companies having at least one full time permanent employee who is registered with the South African Geomatics Council (SAGC) in the Professional or Technologist/Surveyor category, with demonstrated competence in aerial surveying/aerial photography, may bid. Such a person must be a full time employee, appointed as project manager for the full duration of this contract, and will be held professionally responsible for all work undertaken in terms of this bid, while both this person and company will be held separately and jointly responsible for any imagery that does not conform to this specification nor the Standard for the Acquisition of Digital Aerial Imagery of the Chief Directorate. Certified proof of SAGC registration and the curriculum vitae of such professional person or persons proving such competence and involvement in the bidding company must be submitted with the bid pricing. Certified proof of the permanent



employment status of such person within the bidding company must be provided, for example payroll, affidavit or letter of appointment. Failure to provide such information will automatically disqualify the bid. Should the responsible person leave the employment of the company a new project manager should have the appropriate level experience and appointed within 30 working days.

3.2.2 The availability of suitable aircraft to complete this imagery is seen as critical for the successful completion of the contract. Bidders are required to submit written confirmation, with their bid submissions, that such aircraft is available for the completion of the contracts within the timeframes specified in this bid document. Suitable confirmation that the aircraft is able to reach the altitudes required for this imagery must also be supplied. Failure to provide such information will result in the automatic disqualification of the bid.

3.2.3 Only contractors who have the appropriate licence issued by the CAA to undertake work of the nature specified in this bid document will be considered. A valid licence shall be held by the bidding company. A certified copy of the licence must be attached to the bid submission. Failure to supply such a certified copy of the licence in the name of the bidding company will automatically disqualify the bid.

3.2.4 System Calibration

3.2.4.1 A valid camera calibration certificate, which complies with the Standard for the Acquisition of Digital Aerial Imagery, must be supplied for the camera to be used. Failure to supply a valid camera calibration certificate for the camera, will result in the contract being automatically cancelled.

3.2.4.2 A report detailing the calibration of the sensor system, sensor calibration maintenance schedules, instructions and costs shall be supplied in the bid document. Incomplete reports shall be sufficient reason for the rejection of the bid.

3.2.4.3 The calibration reports shall include a discussion on the system calibration, determination of offsets in accordance with the documentation requirements below:

- The system calibration shall address the geometric and radiometric performance.
- Parameters to be tested include the calibrated focal length, lens distortion parameters and if applicable, the principal point location.
- Any radiometric calibration parameters and documents shall be provided to the CD: NGI.

3.2.5 System maintenance



3.2.5.1 Certification that the system has been maintained, preventive maintenance and calibration performed, to the manufacture's requirements shall be provided.

3.2.6 System design and operation:

3.2.6.1 Only a large format digital photogrammetric camera will be accepted, and proof thereof must be supplied.

3.2.6.2 Camera heads to be true nadir. Oblique cameras producing virtual imagery requiring up sampling will not be acceptable.

3.2.6.3 Separate camera channels per multispectral bands (PAN, Red, Green, Blue and NIR) must be provided for.

3.2.6.4 The PAN (panchromatic) channel, which is mandatory at full resolution, may be acquired via a cluster of camera heads stitched together without any up scaling or down scaling in forming the full resolution.

3.2.6.5 Multispectral bands (Red, Green, Blue) may be acquired at a resolution that is less than the full resolution, however, where the panchromatic bands must be used for pan sharpening, cluster camera heads as specified in (3.2.6.2) above will be accepted.

3.2.6.6 Separate Charged Coupled Device (CCD) or Complementary-symmetry Metal-Oxide Semiconductor (CMOS) channels will be accepted.

3.2.6.7 Single CMOS channel for multispectral acquisition using Bayer Pattern filtering/resampling will not be accepted.

3.2.7 The detail specification of the camera must demonstrate that the camera meets large format specification:

3.2.7.1 For an area of 50km x 50km, Sidelap 25%, Forward Overlap 60%, and a nominal GSD of 25cm.

3.2.8 Bidders are to submit a camera test area together with their bid document submission. The test area must be flown and submitted in accordance with the requirements of this specification and the Standard for the Acquisition of Digital Aerial Imagery. Specific attention is drawn to the requirement that the camera test area must be flown with the same camera/aircraft combination to be used for the image acquisition as contained in this bid specification.

3.2.9 If the plane and camera combination changes in the middle of the project, and / or if any plane /camera maintenance is carried out, a new test area must be submitted for approval. If the new test area is not compliant with CDNGI existing processes, CDNGI reserves the right to cancel the contract.



4. DETAILS OF DIGITAL IMAGERY REQUIRED

4.1 Types of imagery required:

4.1.1 Raw camera binary imagery data per channel;

4.1.2 Radiometrically and geometrically corrected imagery that can immediately be absorbed into the current photogrammetric processes at the CD: NGI.

5. SCOPE OF DIGITAL IMAGERY REQUIRED

5.1 The bidder must ensure that all the required equipment is available for the full duration of the contract. The digital imagery must be flown in terms of this specification, and in accordance with the Appendix C: Standard for the Acquisition of Digital Aerial Imagery of the CD: NGI, the outputs of which must be capable of being processed through the current photogrammetric processes installed at the CD: NGI. Bidders are required to provide a declaration of this in their bid submissions.

5.2 The imagery, vide Appendix A, shall be performed in accordance with this term of reference and the Standard for the Acquisition of Digital Aerial Imagery, and shall cover the following areas as defined in Map Sheet Reference standard **Appendix D**.

6. MISSION PLANNING AND CLEARANCES

SWELLENDAM		
Job number	Job name	Area coverage
3219D_2021_017	3219 DA	1_25
	3219 DB	1_25
	3219 DC	1_25
	3219 DD	1_25
3220C_2021_018	3220 CA	1_25
	3220 CB	1_25
	3220 CC	1_25
	3220CD	1_25
3220D_2021_019	3220 DA	1_25
	3220 DB	1_25
	3220 DC	1_25
	3220 DD	1_25
3221C_2021_021	3221 CA	1_25
	3221 CB	1_25
	3221 CC	1_25



	3221CD	1_25
3319B_2021_022	3319 BA	1_25
	3319 BB	1_25
	3319 BC	1_25
	3319 BD	1_25
3319D_2021_023	3319 DA	1_25
	3319 DB	1_25
	3319 DC	1_25
	3319 DD	1_25
3320A_2021_024	3320 AA	1_25
	3320 AB	1_25
	3320 AC	1_25
	3320 AD	1_25
3320B_2021_025	3320 BA	1_25
	3320 BB	1_25
	3320 BC	1_25
	3320 BD	1_25
3320C_2021_026	3320 CA	1_25
	3320 CB	1_25
	3320 CC	1_25
	3320 CD	1_25
3320D_2021_027	3320 DA	1_25
	3320 DB	1_25
	3320 DC	1_25
	3320 DD	1_25
3321A_2021_028	3321 AA	1_25
	3321 AB	1_25
	3321 AC	1_25
	3321 AD	1_25
3321C_2021_029	3321 CA	1_25
	3321 CB	1_25
	3321 CC	1_25
	3321 CD	1_25
3419B_2021_030	3419 BA	1_25
	3419 BB	1_25
	3419 BC	1_25
	3419 BD	1_25
	3419 DA&DC	up to the coastline
	3419 DB&DD	up to the coastline



3420A_2021_031	3420 AA	1_25
	3420 AB	1_25
	3420 AC	1_25
	3420 AD	up to the coastline
	3420 CA&CC	up to the coastline
	3420 CB	up to the coastline
3420B_2021_032	3420 BA	1_25
	3420 BB	1_25
	3420 BC	up to the coastline
	3420 BD	up to the coastline
3421A_2021_033	3421 AA	1_25
	3421 AB	1_25
	3421 AC	up to the coastline
	3421 AD	up to the coastline

6.1 **Coverage and parameters**

6.1.1 The contractor is required to undertake the planning of the flight lines for the project area and ensure complete coverage thereof, using the minimum number of strips required for full stereo coverage. All flight planning to be undertaken in the Hartebeesthoek / Lo system.

6.1.2 The mission planning parameters, including the ground sample distance, endlap, sidelap, flying speed, flying height, GNSS, Inertial Navigation System (INS) and visibility shall be considered in the planning. Details of the flight planning (in digital. kml (ground footprint) must be supplied to the CD: NGI prior to undertaking any flying, for written approval. No flying may commence without the written approval of the flight plans by the CD: NGI.

6.1.3 The CD: NGI reserves the right to supply recommendations and/or additional requirements for planning parameters where so required.

6.2 **Ground Sample Distance**

6.2.1 The digital imagery must be captured with a nominal Ground Sample Distance (GSD) of 0.25m.

7. **POSITIONING AND ORIENTATION**

7.1 **TrigNet GNSS base stations**



7.1.1 Contractors must utilize the TrigNet GNSS base station network for the imagery. The data can be downloaded, free of charge from the following website: www.trignet.co.za (Contact person: Mr Albertus van der Merwe, Tel: 021 658-4362) (See Appendix B for latest TrigNet distribution map.)

8. **SUBMISSION OF DATA TO CD: NGI**

8.1 **Due dates for delivery**

8.1.1 The contractor in submitting this bid undertakes to complete and deliver the required photography according to the allocated time for flying, processing of imagery per each job number. The due dates will be calculated according to the calendar dates before signing contract and should be in line with the allocated time.

QUARTER DEGREE AREA	AREA NAME	PROPOSED JOB NUMBER	
3219D	Kagga Kamma Nat. Reserve	3219D_2021_017	7 days
3220C	Koedoesberge	3220C_2021_018	7 days
3220D	Komsbergpas	3220D_2021_019	7 days
3221B	Eselberg	3221B_2021_020	7 days
3221C	Windheuwel	3221C_2021_021	7 days
3319B	De Doorns	3319B_2021_022	7 days
3319D	Robertson	3319D_2021_023	7 days
3320A	Touwsrivier	3320A_2021_024	7 days
3320B	Laingsburg	3320B_2021_025	7 days
3320C	Montague	3320C_2021_026	7 days
3320D	Barrydale	3320D_2021_027	7 days
3321A	Ladismith	3321A_2021_028	7 days
3321C	Rooiberg	3321C_2021_029	7 days
3419B	Elim	3419B_2021_030	7 days
3420A	Bredasdorp	3420A_2021_031	7 days
3420B	Cape Infanta	3420B_2021_032	7 days
3421A	Riversdale	3421A_2021_033	7 days

8.1.2 The CD: NGI reserves the right to terminate the contract should the contractor fail to deliver the complete products by the due dates contained in paragraph 8.1.1 above or to apply penalties in terms of paragraph 22.2 of the General Conditions of Contract.



- 8.1.3 In instances where delays internal to the Department of Agriculture Land Reform and Rural Development are experienced, the CD: NGI reserves the right to renegotiate the delivery dates indicated in paragraph 8.1.1 above.
- 8.1.4 The CD: NGI will not provide any media for supply of the deliverables. These will be for the contractor's expense.
- 8.1.5 The media for the deliverables (per individual job) shall be a Windows compatible single portable drive (job dependent). The media shall become the property of the CD: NGI.
- 8.1.6 The contractor must ensure that the media used for the supply of the deliverables is compatible with the systems currently installed and used for downloading within the CD: NGI environment. The system utilized by the CD: NGI will be supplied on request.
- 8.1.7 All data deliverables, as required in this specification shall be delivered by courier, at the contractor's expense, to the CD: NGI directly to Mr. Luncedo Ngcofe.

8.2 **Data Labelling**

- 8.2.1 All hardware / envelopes / packages shall be clearly labelled with the project name, courier collection date(s), contractor's name and disk / package contents.

8.3 **Data format**

- 8.3.1 The raw binary data shall be submitted in uncompressed form.
- 8.3.2 Both the 8-bit RGB and CIR shall be supplied in TIFF standard with a JPEG compression of Q=3.
- 8.3.3 Bidders shall submit the data as indicated in **Annexure A** of the **Standard for the Acquisition of Digital Aerial Imagery** in both Transverse Mercator and Gauss Conform projections.
- 8.3.4 The contractor shall retain a copy of the data for 60 working days after each job has been accepted by CDNGI in writing.

9. **PRICING SCHEDULE**

- 9.1 A pricing schedule shall be submitted on separate sheet as per the attached SBD 3.3.



- 9.2 Prices quoted shall NOT be conditional to securing other bids, i.e. no discounted contract price for the award of all the bids will be accepted. Bidders must provide **SEPARATE** prices for each bid.
- 9.3 Bidders must provide costing for each individual job as per the table in paragraph 8.1.1.
- 9.4 The lowest bid may not necessarily be accepted.
- 9.5 No negotiations around the accepted bid price will be entered into following the award of the bid. Bidders are specifically reminded to suitably account for any significant increases in aviation fuel or any other related costs and to quote accordingly at the time of submitting their bid price.

10. PAYMENT

- 10.1 The imagery of each individual job will be accepted or rejected by the CD: NGI within 15 working days of date of delivery.
- 10.2 Payment will be affected by means of an electronic funds transfer within 30 working days of final acceptance. An invoice must be supplied by the contractor on request by the CDNGI when each individual job has been accepted.
- 10.3 One full payment will be made upon acceptance of the imagery.
- 10.4 The acceptance of and payment for the products does not absolve the contractor from responsibility for deficiencies that are not immediately apparent.

11. REJECTED DATA

- 11.1 The CD: NGI will be the sole decider with respect to the rejection of images. Imagery that has been rejected must be reflowed within 30 working days of receipt of the written notification from the CD: NGI of the rejection of the images.

12. COPYRIGHT

- 12.1 All material supplied by the CD: NGI and any products produced from the supply of these materials and in terms of the specification shall become the property of the State (regardless of whether they are accepted or not). The copyright of all records will be vested in the State and no copies, other than those to be delivered to the CD: NGI shall be made.

13. LIABILITY OF THE STATE

- 13.1 The State shall not be liable for any damages to persons or property during the execution of this contract.

14. POINT OF CONTACT

- 14.1 The contact person within the CD: NGI for the purposes of this contract shall be:

Mr Luncedo Ngcofe



agriculture, land reform & rural development

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

Chief Directorate: National Geospatial Information
Private Bag x10
Mowbray
770
Tel: (021) 658-4317
Fax: (021) 658-4357

15. CONDITIONS OF REPORTING

- 15.1 The contractor shall submit weekly emails to Luncedo Ngcofe(Luncedo.Ngcofe@dalrrd.gov.za) detailing the progress of the work. This must include any projected delays as well as projected dates of completion and dispatch to the CD: NGI.
- 15.2 The CD: NGI reserves the right to request progress reports on an ad-hoc basis throughout the duration of the contract.

16. MINIMUM SPECIFICATION

- 16.1 These specifications are only the minimum specifications required. Any shortcomings in the specifications should be indicated and provided for in the bid price. Any additional costs incurred because of shortcomings in the specifications that are not brought to the CD: NGI's attention will be for the contractor's own account.

17. CLARIFICATION

- 17.1 Should there be accidental discrepancies or doubt as to the meaning or intention of any part of the specification, and or other documents, in connection with the contracts, reference must be made to the CD: NGI (**attention: Luncedo Ngcofe**) for explanations and the contractor will be held responsible for any errors which may arise from the neglect of this precaution.
- 17.2 The Department may request clarification or further information (except negotiation of price) regarding any aspect of the bid. The awarded bidder must supply the requested information within 72 hours after the request has been made, failing which may result in disqualification of this bid.
- 17.3 A complete record of all digital sensor system maintenance shall be made available for inspection to CDNGI if requested.
- 17.4 No alternation to, or departures, from the specification or from the terms of the contract, shall in any way be made without the written consent from the Chief Director.



18. BID EVALUATION CRITERIA

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

18.1 First Stage -Evaluation of Functionality

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

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

EVALUATION CRITERIA	APPLICATION	WEIGHT												
Company Capability	Proven track record and experience of the company in the acquisition and processing of digital aerial imagery, with the submission of at least three (3) projects and contactable references. <i>Attach at least three contactable references where at least three similar successful projects were undertaken (reference letters must have the names, addresses, telephone numbers, fax numbers and e-mail addresses of the organisations/institutions for the work successfully completed and briefly describe the type of services provided to them).</i> <table><tr><td>Non-compliance (score1)</td><td>Non-compliance</td></tr><tr><td>Poor (score1)</td><td>1 or less projects</td></tr><tr><td>Average (score 2)</td><td>2 projects</td></tr><tr><td>Good (score 3)</td><td>3 projects</td></tr><tr><td>Very Good (score 4)</td><td>4 projects</td></tr><tr><td>Excellent (score 5)</td><td>5 and more projects</td></tr></table>	Non-compliance (score1)	Non-compliance	Poor (score1)	1 or less projects	Average (score 2)	2 projects	Good (score 3)	3 projects	Very Good (score 4)	4 projects	Excellent (score 5)	5 and more projects	35
Non-compliance (score1)	Non-compliance													
Poor (score1)	1 or less projects													
Average (score 2)	2 projects													
Good (score 3)	3 projects													
Very Good (score 4)	4 projects													
Excellent (score 5)	5 and more projects													



EVALUATION CRITERIA	APPLICATION	WEIGHT												
Resources	- The project manager must have at least 5 years of technical experience with the following competencies: a) Photogrammetry b) Digital aerial imagery NB: bidders should refer to Paragraph 3.2.1. for other competencies of project manager) <i>Provide detailed CV' with contactable references with certified copies of qualification.</i> <table><tr><td>Non-compliance (score 0)</td><td>Non-compliance</td></tr><tr><td>Poor (score 1)</td><td>1- 2 years</td></tr><tr><td>Average (score 2)</td><td>3 - 4 years</td></tr><tr><td>Good (score 3)</td><td>5 years</td></tr><tr><td>Very Good (score 4)</td><td>6 -7 years</td></tr><tr><td>Excellent (score 5)</td><td>8 and more years</td></tr></table>	Non-compliance (score 0)	Non-compliance	Poor (score 1)	1- 2 years	Average (score 2)	3 - 4 years	Good (score 3)	5 years	Very Good (score 4)	6 -7 years	Excellent (score 5)	8 and more years	35
Non-compliance (score 0)	Non-compliance													
Poor (score 1)	1- 2 years													
Average (score 2)	3 - 4 years													
Good (score 3)	5 years													
Very Good (score 4)	6 -7 years													
Excellent (score 5)	8 and more years													
Project Plan	Bidders must provide a detailed description of methods and equipment to be used for the completion of the contract. - Suitability of aircraft for project (for detailed requirements for aircraft, refer to paragraph 3.2.2) - Suitability of camera for project (for detailed requirements for camera, refer to paragraph 3.2.7) - Bidders must provide a detail project plan (gantt chart) according to paragraph 8.1.1 to indicate suitability of completing the project.	10												



EVALUATION CRITERIA	APPLICATION		WEIGHT
	Non-compliance (score 0)	Non-compliance	
	(score 1)	Less than 100 % compliant with equipment requirements and project plan	
	Good (score 3)	Meets 100% compliant with equipment requirements and project plan	
	Excellent (score 5)	Meets 100% compliant with equipment requirements and very detail project plan.	
Test Area Assessment	Bidders will be required to perform a test acquisition area as specified by the NGI, the following criteria will be tested: - Image quality will be tested for acceptance. - Ease of integration into the NGI production workflow will be tested for acceptance; all formats for supplementary data will be supplied by the NGI before test area is undertaken. - Suitability for stereo processes will be tested. - Ease of integration into the Aerial Triangulation process will be tested. All supplementary file formats will be supplied by the NGI. - The ease of using or discerning the Photo Ground Control (PGC) points will be tested. - A detailed flight plan must be supplied; all elements of the flight plan will be tested against the requirements as per NGI standard.		20
	Non-compliance score 0	No Submission	
	score 1	Submitted Test area	
	score 2	Submitted Test area with relevant compatible files (e.g. INS & GNSS)	
	score 3	- Submitted Test area with relevant compatible files (e.g. INS & GNSS); - comply with the visual quality assessment.	
	score 4	Submitted Test area with relevant compatible files (e.g. INS & GNSS);	



EVALUATION CRITERIA	APPLICATION		WEIGHT
		• comply with the visual quality assessment; • Compliant with ATEC integration and assessment	
	score 5	• Submitted Test area with relevant compatible files (e.g INS & GNSS); • comply with the visual quality assessment; • Compliant with ATEC integration and assessment; • Compliant with orthorectification integration and assessment.	
	Total Points		100

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

18.2 **Second Stage-Evaluation in terms of 80/20 Preference Points System:**

18.2.1 Calculation of points for price

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

18.2.2 Calculation of points for B-BBEE status level of contribution

18.2.2.1 Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

1.1 In order to claim the B-BBEE Status Level Contributor points, bidders must submit an original and valid B-BBEE Status Level Verification certificate or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.



- 1.2 Bidders who do not submit B-BBEE Status Level Verifications certificates or are non-compliant contributors to B-BBEE, do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.
- 1.3 A trust, consortium or joint venture will qualify for points for the B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 1.4 Any bid that is qualified by the bidder's own conditions will automatically be disqualified.

19. GENERAL CONDITIONS OF CONTRACT

- 19.1 Apart from any Special Conditions stipulated in this bid specification, the General Conditions of Contract shall apply.

20. SPECIAL CONDITIONS OF CONTRACT

- 20.1 The financial year of the Department of Agriculture, Land Reform and Rural Development ends on the 31 March 2022.
- 20.2 Order numbers for this imagery will be issued after SLA has been signed.
- 20.3 There will be no rollover of funding after 31 March 2022.
- 20.4 The CD: NGI reserves the right to disqualify any bid from bidders currently undertaking any contract work for the CD: NGI, that has not delivered completed products within the stipulated contractual delivery dates.
- 20.5 The digital imagery flown in terms of this specification must be undertaken using a digital sensor system, in accordance with the Appendix C: Standard for the Acquisition of Digital Aerial Imagery of the CD:NGI, the outputs of which must be capable of being processed through the current photogrammetric processes installed at the CD:NGI. Bidders are required to provide proof of this in their bid submissions.
- 20.6 Any inspections or maintenance of the aircraft in terms of the requirements of the Civil Aviation Authority of South Africa (CAA) shall not be considered as an excusable cause for delay in the delivery of the products in accordance with the delivery dates specified in this bid specification.
- 20.7 Where contractors form a consortium, the principal bidder will take responsibility for the security of the data for the duration of the contract and the safe delivery thereof to the CD: NGI. The principal bidder will be responsible for liaising with the CD: NGI relating to all issues surrounding the contract and is accountable for the acceptance of the final product by the CD: NGI. All members of such a consortium must provide written indication of their appointment of the principal bidder with the bid submission.



- 20.8 Bidders wishing to form such a consortium must supply the names of the members of the consortium, the phases of the work to be undertaken by each member and written confirmation that each party is available and prepared to undertake the work within the timeframes set in this bid specification.
- 20.9 If any members of such a consortium do not comply with the conditions of the specification, the entire consortium will be disqualified.
- 20.10 Bidders wishing to sub-contract any phase of the work must supply the name of the subcontractor, the phases to be undertaken by him/her, and his/her written confirmation that he/she is prepared to undertake the work.
- 20.11 Any condition imposed by the bidder that is restrictive or contrary to any part of this bid document will automatically disqualify the bidder.

21. SUBMISSION OF PROPOSAL

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

Physical Address: 14 Long Street
Cape Town
8000

Contact Persons

Bid Related

Supply Chain Related Enquiries: Mr Lincoln Mathebula

Telephone Number: 021 409 0523

E-mail Lincoln.Mathebula@dalrrd.gov.za

Technical Related

Attention: Mr Luncedo Ngcofe

Telephone Number: (021) 658-4317

Fax Number : (021) 658-4357

E-mail: Luncedo.Ngcofe@dalrrd.gov.za

22. METHOD OF PAYMENT

- 22.1 Payment shall be made in terms of deliverables, subject to the submission of detailed invoices as verified by the project manager.
- 22.2 Financial penalties will be imposed for agreed upon milestones, targets and deadlines not met without providing **"timely notification of such delays and the reasons for the delays."**
- 22.3 Invoices must be sent to:

Physical Address:



agriculture, land reform & rural development

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

Invoices.WC@drdlr.gov.za / Invoice.WC@dalrrd.gov.za

14 Long Street,
Cape Town,
8000,
3rd floor,
Room 312

23. PUBLICATIONS

- Government tender Bulletin and departmental website
- Period – 21 Days
- Venue: due to the COVID 19 pandemic, we opt to have the briefing session through virtually via Microsoft teams. suppliers are urged to install the web version of Microsoft teams in order to participate in the briefing. suppliers who wish to attend briefing sessions should email their Microsoft Teams' credentials to Lincoln.Mathebula@dalrrd.gov.za by end of business day on the 07th May 2021.

24. LEGAL NOTICES

24.1 Each party chooses as its domicilium et executandi for the purpose of serving legal or other notices as:

Department:
Chief Directorate: National Geospatial Information
Department of Agriculture, Land Reform and Rural Development
Van der Sterr Building
Rhodes Avenue
MOWBRAY
7705

25. GLOSSARY

25.1 Colour and colour-infrared imagery

This refers to combining the panchromatic imagery with the multi-spectral data from the multi-spectral sensors to produce full-resolution colour and near-infrared imagery.

25.2 East-west or north-south

The terms "east-west" or "north-south" means flying east to west or west to east and north to south or south to north as the case may be.

25.3 Malfunction



A malfunction is defined as a failure anywhere in the digital sensor that causes an interruption to the normal operation of the unit. This includes any malfunctions to the GPS or Inertial Navigation System (INS) collection systems.

25.4 **Tilt**

Tilt is referred to as the angular departure from the vertical axis of the camera at the time of imaging.