INVITATION TO BID

BID REFERENCE NUMBER: E 1290

THE APPOINTMENT OF A SUITABLE INDEPENDENT SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS (DEA) IN IMPLEMENTING PHASE I OF A PROJECT TO DEVELOP, POPULATE AND MAINTAIN A COMPLETE, CURRENT AND ACCURATE CATALOGUE OF METADATA ON ALL OF THE SIGNIFICANT INFORMATION AND KNOWLEDGE MANAGEMENT SYSTEMS RELATING TO THE ENVIRONMENTAL MANAGEMENT SYSTEM, NATURAL RESOURCES AND NATURAL RESOURCE QUALITY, POLLUTION RELEASE AND TRANSFER, LAND USE AND LAND USE CHANGE, ETC.

TECHNICAL PERSON: MR PETER LUKEY
TEL: (012) 399 9249

HARD COPIES OF THE BID DOCUMENTS ARE OBTAINABLE FROM:
DEPARTMENT OF ENVIRONMENTAL AFFAIRS
ENVIRONMENTAL HOUSE
473 STEVE BIKO ROAD
CORNER: SOUTPANSBERG AND STEVE BIKO ROAD, ARCADIA
PRETORIA / TSHWANE
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS

BID: E 1290  CLOSING DATE: 05-12-2014  CLOSING TIME: 11:00

DESCRIPTION: Appointment of a suitable independent service provider to assist the Department of Environmental Affairs (DEA) in implementing Phase I of a project to develop, populate and maintain a complete, current and accurate catalogue of metadata on all of the significant information and knowledge management systems relating to the environmental management system, natural resources and natural resource quality, pollution release and transfer, land use and land use change, etc.

BID DOCUMENTS MAY BE POSTED TO:
Director- General; Department of Environmental Affairs; Private Bag X 447 PRETORIA 0001

OR

DEPOSITED IN THE BID BOX SITUATED AT: Environmental House, 473 Steve Biko, Arcadia 6, Arcadia, corner Soutpansberg and Steve Biko Road, Tshwane/Pretoria. Please enquire at reception.

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

The Bid Box is generally open from 07H30 to 16H30; Five (5) days a week (Monday-Friday.)

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

NB: TWO BID PROPOSALS MUST BE SUBMITTED, CLEARLY MARKED: ORIGINAL AND COPY

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

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

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)…………………………….. YES □
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR………………………………. □
A REGISTERED AUDITOR ………………………………………………………………. □
(A BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER ................................................................................................................................................................................................

DATE ................................................................................................................................................................................................

CAPACITY UNDER WHICH THIS BID IS SIGNED ........................................................................................................................................

TOTAL BID PRICE............................................................ TOTAL NUMBER OF ITEMS OFFERED ............................................................

______________________________________________________________

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Environmental Affairs

Contact Person: Samuel Mofokeng / Jonas Nkitseng / Tshepo Matheane
Tel: (012) 399 9057/(012) 399 9056 or (012) 399 9055, Email: smofokeng@environmental.gov.za, jknitseng@environmental.gov.za or tmatheane@environmental.gov.za

______________________________________________________________

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr Peter Lukey (Chief Policy Advisor: Strategic Environmental Intelligence)
Tel: (012) 399 9249
Email: plukey@environment@gov.za
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
NAME OF BIDDER: ………………………………………………………………………… BID NO: E 1290
CLOSING TIME 11:00 CLOSING DATE: 05-12-2014

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

DESCRIPTION: Appointment of a suitable independent service provider to assist the Department of Environmental Affairs (DEA) in implementing Phase I of a project to develop, populate and maintain a complete, current and accurate catalogue of metadata on all of the significant information and knowledge management systems relating to the environmental management system, natural resources and natural resource quality, pollution release and transfer, land use and land use change, etc.

**(ALL APPLICABLE TAXES INCLUDED)**

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

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

4. PERSON AND POSITION

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<th>PERSON AND POSITION</th>
<th>HOURLY RATE</th>
<th>DAILY RATE</th>
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5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

<table>
<thead>
<tr>
<th>PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED</th>
<th>COST PER PHASE</th>
<th>MAN-DAYS TO BE SPENT</th>
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5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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TOTAL: R………………………………………………….
** “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.**

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

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<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
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<td><strong>TOTAL:</strong></td>
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6. Period required for commencement with project after acceptance of bid .................................................................

7. Estimated man-days for completion of project ........................................................................................................

8. Are the rates quoted firm for the full period of contract? *YES/NO*

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

*[DELETE IF NOT APPLICABLE]*

Any enquiries regarding bidding procedures may be directed to the —

Department of Environmental Affairs

**Contact Person:** Contact Person: Samuel Mofokeng / Jonas Nkitseng / Tshepo Matheane
Tel: (012) 399 9057 (012) 399 9056 or (012) 399 9055, Email: smofokeng@environmental.gov.za, jknitseng@envirnmental.gov.za or tmatheane@environmental.gov.za

Or for technical information —

**Contact Person:** Mr Peter Lukey (Chief Policy Advisor: Strategic Environmental Intelligence)
Tel: (012) 399 9249
Email: plukey@environment.gov.za
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.
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:

........................................................................................................
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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:

........................................................................................................
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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:

........................................................................................................
........................................................................................................
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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:

........................................................................................................
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?

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?

2.11.1 If so, furnish particulars:

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

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<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
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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

November 2011
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 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.

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<th>Bid number</th>
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Signature……………………………………….. Name (in print)……………………………………

Date…………………………………………..
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 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.

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

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<tr>
<th>POINTS</th>
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<tr>
<td>PRICE</td>
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<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and 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 an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 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

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 "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;

2.4 "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;

2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 "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;

2.7 "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;

2.8 "contract" means the agreement that results from the acceptance of a bid by an organ of state;

2.9 "EME" means any enterprise with an annual total revenue of R5 million or less.

2.10 "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;

2.11 "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;

2.12 "non-firm prices" means all prices other than "firm" prices;

2.13 "person" includes a juristic person;

2.14 "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;

2.15 "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;

2.16 "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;

2.17 "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

2.18 "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 90/10

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

\[
Ps = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}}\right)
\]

Where

\( Ps \) = Points scored for comparative price of bid under consideration

\( Pt \) = 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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>
5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs 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 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: \[\text{[empty]} \] = \[\text{[empty]}\] (maximum of 10 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 an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING
8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

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? YES / NO (delete which is not applicable)

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-BBEE 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. ................................................

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

SIGNATURE(S) OF BIDDER(S)

2. ................................................

DATE:........................................

ADDRESS:...................................

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>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 audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>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 (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
SBD 8

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
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids\(^1\) 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
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 consortium\(^3\) 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.
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
1 REQUEST FOR PROPOSAL

1.1 The objective of this request for proposal is to appoint a suitable independent service provider to assist the Department of Environmental Affairs (DEA) in implementing Phase I of a project to develop, populate and maintain a complete, current and accurate catalogue of metadata on all of the significant information and knowledge management systems relating to the environmental management system, natural resources and natural resource quality, pollution release and transfer, land use and land use change, etc.

1.2 In wishing to appoint a suitable independent service provider, the DEA actively implements both the spirit and the letter of the Broad-Based Black Economic Empowerment (B-BBEE) Act (Act No. 53 of 2003), the Preferential Procurement Policy Framework Act (Act No. 5 of 2000) and the Preferential Procurement Regulations of 2011.
2 SCOPE AND EXTENT OF WORK

2.1 The role of the service provider is to assist the department with the implementation of a project that will ensure that all interested and affected parties contribute to an initial intervention to establish the current status quo in respect of environmental information management in general and environmental information metadata in particular.

2.2 This Phase I Scoping project involves undertaking the various activities required to, at least:

2.2.1 Establish who is doing what in respect of environmental information metadata;

2.2.2 Clarify the exact legal requirements in respect of environmental information metadata and the current state of implementation and compliance;

2.2.3 Explore various local and international environmental information metadata systems and propose various options that should be considered with respect to a possible national environmental information metadata system; and

2.2.4 To propose a list of, at least, 100 significant environmental information data sets that broadly cover the full environmental information spectrum that could be used to inform and test a possible national environmental information metadata system.

2.3 To this end, the appointed service provider will be required to implement a project that will generate the following outputs:

2.3.1 A productive Project Inception Meeting;

2.3.2 A successful Stakeholder Workshop;

2.3.3 A Legal Status Report;

2.3.4 An International Metadata Systems Report;

2.3.5 Draft Status Quo chapter/s for the Final Project Report;

2.3.6 An Initial Stakeholder Workshop Report;

2.3.7 Initial dataset identification criteria;

2.3.8 An initial dataset list;

2.3.9 A gap analysis;

2.3.10 A draft final project report;

2.3.11 A successful Final Stakeholder Workshop; and

2.3.12 A Final, print-ready, Project Report.

2.4 Given 2.3 and 2.3 above, the scope of work will include, but is not limited to, all the research, meetings, interviews, workshops, presentations, management and administrative activities required to generate the required project deliverables as detailed in the terms of reference attached as annexure A.

3 TIMING OF ASSIGNMENT

3.1 The project will commence following the signing of a contract between the department and the appointed service provider.

3.2 The project is expected to have a duration of no longer than 6 months (further guidance and expectations in respect of timing are detailed in section 14 of the terms of reference attached as annexure A).

3.3 All work is to be carried out in accordance with the time schedule as agreed with the Project Director as specified in section 12.1 of the terms of reference attached as annexure A.
4 PERFORMANCE MEASURES
4.1 The performance of the appointed service provider will be closely monitored by the department in accordance with the success indicators detailed in section 9 of the terms of reference attached as annexure A.

5 REPORTING
5.1 The appointed service provider will submit progress reports as detailed in section 16 of the terms of reference attached as annexure A.

6 PROGRESS MONITORING
6.1 The Project Director as specific in section 12.1 of the terms of reference attached as annexure A shall conduct the ongoing management of the Service Agreement.

7 CONTINUITY AND PROFILE OF SENIOR STAFF ON THE PROJECT
7.1 The service provider must guarantee the presence of the Project Manager (see section 12.3 of the terms of reference attached as annexure A) throughout the duration of the contract. If the Project Manager has to leave the project, a period of at least a month is required in which the Project Manager must work in parallel with her/his replacement (i.e. a senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.

8 SPECIAL CONDITIONS OF THE BID
8.1 The preparation of the proposal is fully described in section 15 of the terms of reference attached as annexure A. All bidders are advised to adhere to these instructions as closely as possible. Furthermore, the bidder must ensure that the following information is provided as part of the bid:

8.1.1 Name, contact details and legal status of the company (or companies if a consortium or joint venture);

8.1.2 A work plan providing a description of the specific tasks to be assigned to each professional staff member of the proposed team and an estimate of the total number of professional hours required (see the “Project Implementation Plan, including output schedule” requirements contained in section 15 of the terms of reference attached as annexure A);

8.1.3 List of projects undertaken within fields relevant to this assignment;

8.1.4 List of contactable references;

8.1.5 An original Tax Clearance Certificate must be submitted together with the bid. In bids where consortia, joint ventures and/or sub-contractors are involved, each member of the consortium and/or joint venture and each sub-contractor must submit a separate Tax Clearance Certificate. Failure to submit original and valid Tax Clearance Certificates before the meeting of the bid adjudication committee will result in the invalidation of the bid. Certified copies of Tax Clearance Certificates will not be acceptable;

8.1.6 Curriculum Vitae (CV) for all proposed project staff including name, formal education, language capabilities, sex and HDI status, detailed employment record, description of relevant project experience (including actual input into previous similar projects and level of responsibility). Failure to submit the CVs will result in the invalidation of the bid (see the “Consultancy Team” requirements contained in section 15 of the terms of reference attached as annexure A);

8.1.7 A statement of professional competency of each staff member to be assigned for providing the proposed services, with particular reference to the kind of competency required for the project;

8.1.8 Assurance of the ability to ensure the continuity of key staff on the project;

8.1.9 Details of staff training, highlighting training and development policies and procedures, with specific reference to affirmative action policies and initiatives;

8.1.10 A breakdown of the hourly tariff inclusive of value-added tax for services rendered;
8.1.11 A comprehensive budget, showing the charge out rates of all the staff to be involved in this assignment and also including all other cost factors such as travelling (see the “Project Quotation” requirements contained in section 15 of the terms of reference attached as annexure A); Bidders must be prepared to work at rates not exceeding those prescribed by the office of the Department of Public Service and Administration (DPSA). Service Providers are to visit the DPSA website in this regard or determine in the Guidelines for fees issued by the South African Institute of Chartered Accountants (SAICA).

8.1.12 If applicable, details on how a joint venture (if the bids are a joint venture between a BEE firm and a non BEE firm) will split the work between the firms. The detail must be such that DEA can audit the actual work allocation during the delivery to enforce the transfer of skills between the two firms. The percentage involvement of each company in the joint venture should also be indicated. Please note that all members of the joint venture will be required to sign the contract and are jointly and severally liable for the entire assignment;

8.1.13 The standard DEA Entity Maintenance form included in the bid documentation must be completed and returned with the bid proposal.

8.1.14 Suppliers/Service Providers are requested to submit an original and valid B-BBEE Status Level Verification Certificate, or certified copies thereof issued by verification agencies accredited by SANAS or registered auditors approved by IRBA, together with their bids to substantiate their B-BBEE rating claims. Failure to submit this documentation will result in the forfeiture of any B-BBEE preference points claimed;

8.1.15 Bidders who do not submit B-BBEE Status Level Verification Certificates or bidders that 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.

8.1.16 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.

8.1.17 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 its consolidated B-BBEE scorecard as if it were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

8.1.18 Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids

8.2 Failure to submit the information detailed in 8.1 above may invalidate your bid (see also 10.1).

8.3 Bids will be subject to Supply Chain Management Conditions as follows - The Preferential Procurement Regulations, 2011 issued in terms of section 5 of the Preferential Procurement Policy Framework Act (Act No 5 of 2000) and the National Treasury Instruction Note on the amended guidelines in respect of bids that include functionality as a criterion for evaluation issued in September 2010, aligned with the aims of the Broad Based Black Economic Empowerment Act and its Codes of Good Practice. In accordance with this Act, submissions will be adjudicated in two stages:

8.3.1 Firstly, on functionality which must be done in terms of the evaluation criteria indicated in section 10.3 and the minimum threshold referred to in paragraph 10.2 below. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation and

8.3.2 Secondly, only qualifying bids will be evaluated in terms of the 90/10 preference points systems, where a maximum of 90 points will be used for price only and a maximum of 10 points will be awarded in terms of the of the B-BBEE Contributor level as per the B-BBEE Verification Certificate submitted by the service provider.

8.4 A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capacity and the ability to execute the sub-contract.
8.5 A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME (Exempt Micro Enterprise) that has the capability and ability to execute the sub-contract.

8.6 Bidders must be prepared to work at rates not exceeding those prescribed by the office of the Auditor-General or the Department of Public Service and Administration (DPSA).

9 BID SUBMISSION

9.1 The bid proposals should be submitted to the department before the submission deadline.

9.2 Bids will be invalid if –

9.2.1 The bid is not submitted before the required submission deadline;

9.2.2 The bid does not contain the required information and/or documentation detailed in 8.1; and/or

9.2.3 The bid does not meet the technical standard as detailed in 10.1.

9.3 The department will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bid.

10 BID EVALUATION

10.1 Bid evaluation can only be done on the basis of information requested above and as required by the detailed terms of reference attached as annexure A. Thus, the comprehensiveness and quality of the bid can therefore be decisive in the success of a bid.

10.2 In respect of the functionality assessment described in 8.3.1, only bidders who score at least 75 out of the maximum 100 points (i.e. 75%) for the technical information will be considered for further evaluation.

10.3 The evaluation criteria for measuring functionality and the weighting (maximum score) of each criterion is summarised in the following table:

<table>
<thead>
<tr>
<th>Functionality (technical) Evaluation Criterion</th>
<th>Maximum Possible Technical Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s understanding of the brief</td>
<td>25</td>
</tr>
<tr>
<td>Capability (profiles of key staff and persons to be assigned to the project)</td>
<td>40</td>
</tr>
<tr>
<td>Proven track record in similar work</td>
<td>20</td>
</tr>
<tr>
<td>Quality of the bid</td>
<td>15</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

Values: 0 = Non-compliance, 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent

10.4 With reference to the criteria tabled in 10.3, in evaluating the technical information contained in the bid, the evaluation committee will be guided by the following:

10.4.1 Understanding of the brief – The bid provides a clear indication that the bidder fully understands the purpose and scope of the work and the bidders’ own roles and functions in this regard. In their evaluation of this criteria, the evaluation committee will score against the following statements: (i) The bid makes it clear that the bidder fully understands the purpose and scope of the work required; (ii) The bid makes it clear that the bidder fully understands their roles and functions in doing the work required; (iii) The bid has made me confident that the bidder will deliver high quality outputs efficiently and effectively; and (iv) The bid makes it clear that the bidder is completely familiar with this type of project.

10.4.2 Capability – The bid provides a clear indication that the bidder’s team comprises people with the necessary experience, qualifications, knowledge and skills required to ensure the efficient and effective generation of the
required deliverables to the highest standards of quality. In their evaluation of this criteria, the evaluation committee will score against the following statements: (i) The bid makes it clear who is doing what; (ii) The bid provides CVs that clearly describe the skills, experience, expertise, etc. of the proposed team members; (iii) The bid has made me confident that the bidder has put together a team with relevant qualifications, knowledge, skills, experience and expertise; (iv) The bid has made me confident that they have assembled a team that is fully up to date with both relevant local and international developments; (v) The bid has made me confident that they have included specialist expertise where such expertise is required; (vi) The bid has made me confident that senior researchers/consultants will be actively involved in the work; and (vii) The bid has made me confident that the bidder has put together a team that will deliver the required outputs.

10.4.3 **Track Record** – The bid provides clear information on previous, relevant projects that confirm that the bidder has the required experience and success track record required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality. In their evaluation of this criteria, the evaluation committee will score against the following statements: (i) The bid makes it clear that the bidder has successfully done this type of work before; (ii) The bid makes it clear that bidder has successfully worked with government before; (iii) The bid provides a list of similar projects that have been undertaken by the bidder; and (iv) The bid has made me confident that the bidder has the experience to deliver the required outputs.

10.4.4 **Quality of the Bid** – The bid is structured, laid-out, formatted and organised in such a way that the evaluation committee is easily able to assess the bid in accordance with the evaluation criteria and are provided with an insight into the quality of deliverables that may be expected from the bidder if successful. In their evaluation of this criteria, the evaluation committee will score against the following statements: (i) The bid proposal is clearly laid out, logical, grammatically correct and easy to read; (ii) The bid proposals provides all the information requested; (iii) The bid proposal allows for ease of evaluation; and (iv) The bid proposal has made me confident about the high quality of work I can expect during the project.

10.5 With reference to the criteria tabled in 10.3 and the evaluation guidelines provided in 10.4, in evaluating the technical information contained in the bid, the evaluation committee will award a score with values from zero (0) to five (5) for each of the criteria where a value of: 0 = Non-compliance with the evaluation guidelines; 1 = Poor compliance; 2 = Fair compliance; 3 = Average compliance; 4 = Good compliance; and 5 = Excellent compliance with the evaluation guidelines.

10.6 In line with the price assessment described in 8.3.2, following the technical evaluation, the price for technically qualifying bids will be evaluated in accordance with the following evaluation criteria:

<table>
<thead>
<tr>
<th>Price Evaluation Criterion</th>
<th>Maximum Possible Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>90</td>
</tr>
<tr>
<td>B-BBEE Status level Contributor</td>
<td>10</td>
</tr>
<tr>
<td>Level 1</td>
<td>10</td>
</tr>
<tr>
<td>Level 2</td>
<td>9</td>
</tr>
<tr>
<td>Level 3</td>
<td>8</td>
</tr>
<tr>
<td>Level 4</td>
<td>5</td>
</tr>
<tr>
<td>Level 5</td>
<td>4</td>
</tr>
<tr>
<td>Level 6</td>
<td>6</td>
</tr>
<tr>
<td>Level 7</td>
<td>2</td>
</tr>
<tr>
<td>Level 8</td>
<td>1</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
10.7 With reference to the criteria tabled in 10.6, in evaluating the number of points in respect of B-BBEE Status Level:

10.7.1 The evaluation committee will base their scoring on the conditions outlined in 8.1.14, 8.1.15, 8.1.16, 8.1.17 and 8.1.18 above.

10.7.2 Although a bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor, such a bidder will score 0 out of the maximum 10 points for B-BBEE.

11 CONTRACT AWARD

11.1 The department reserves the right to sign a service level agreement with the preferred bidder. The preferred bidder will sign a formal contract with the department.

11.2 The department is not bound to select any of the firms submitting proposals.

11.3 The department reserves the right –

11.3.1 Not to award a contract in respect of any of the bids;

11.3.2 Not to award the contract in respect of the bid with the lowest bid price; and

11.3.3 To renegotiate the price of the preferred bidder.

11.4 The successful bidder will only be required to perform the work as detailed in the detailed terms of reference attached as annexure A and will not be required to undertake any other work on behalf of the department.

11.5 Travelling costs and time spent or incurred between the bidder’s home, office and/or the department’s head office will not be for the account of the department.

12 FURTHER INFORMATION

12.1 Should you require any further information in this regard, contact Mr. Peter Lukey, Chief Policy Advisor: Strategic Environmental Intelligence, Tel: (012) 399-9249, E-mail: plukey@environment.gov.za.

13 PAYMENT TERMS

13.1 The department undertakes to payout in full within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim. No payment will be made where there is outstanding information/work not submitted by the service provider until that outstanding information is submitted.

14 ANNEXURE A: TERMS OF REFERENCE: THE SOUTH AFRICAN NATIONAL ENVIRONMENTAL INFORMATION METADATA (SANEIM) PROJECT: PHASE I - SCOPING
# Annexure A to Bid Specification: Terms of Reference

## The South African National Environmental Information Metadata (SANEIM) Project: Phase I - Scoping

Phase I of a project to develop, populate and maintain a complete, current and accurate catalogue of metadata on all of the significant information and knowledge management systems relating to the environmental management system, natural resources and natural resource quality, pollution release and transfer, land use and land use change, etc.

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1 PURPOSE

This document is the product of a Bid Specification Committee (BSC) project design workshop held on Thursday 14 November 2013 and provides the detailed terms of reference for the specialist consultants to be appointed to assist the Department of Environmental Affairs (hereinafter “the DEA” or “the department”) in implementing the scoping phase (Phase I) of a project to develop, populate and maintain a complete, current and accurate catalogue of metadata on all of the significant information and knowledge management systems relating to the environmental management system, natural resources and natural resource quality, pollution release and transfer, land use and land use change, etc.

2 DEFINITIONS

Due to the, often, technical nature of the subject of these terms of reference, for the sake of ensuring a shared understanding of these terms of reference, the following definition of words and terms applicable to these terms of reference should be noted –

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>data custodian</td>
<td>means any person, organisation, agency, company, university or organ of state which captures, maintains, manages, integrates, distributes or uses information (based on SDI Act)</td>
</tr>
<tr>
<td>data set</td>
<td>means an identifiable collection of related information (based on SDI Act)</td>
</tr>
<tr>
<td>environmental information</td>
<td>means any data, statistic, indicator, index or any other form of information relating to the natural environment</td>
</tr>
<tr>
<td>information management</td>
<td>means the collection, gathering, securing, storing, sorting, verifying, analysing, archiving, presenting, reporting and/or publishing of information</td>
</tr>
<tr>
<td>Maintenance</td>
<td>when used in relation to information, means measures taken to ensure that information conforms to recognised standards and the updating or modification of information to ensure that it remains usable and reliable (based on SDI Act)</td>
</tr>
<tr>
<td>Metadata</td>
<td>means a description of the content, quality, condition and other characteristics of information (based on SDI Act)</td>
</tr>
</tbody>
</table>
Metadata System means a system to collect, gather, secure, store, sort, verify, analyse, archive, update, expand, improve, audit, maintain, present, report, publish, and or generally provide access to a catalogue of current, accurate and complete metadata.

Quality means the degree to which information which has been captured or collected satisfies stated or implied needs, and includes information about lineage, completeness, currency, logical consistency and accuracy of the information (based on SDI Act).

SDI Act means the Spatial Data Infrastructure Act, 2003 (Act No. 54 of 2003).

significant environmental information means environmental information that by virtue of its scale, scope, detail, lineage, completeness, currency, logical consistency, continuity, future sustainability and/or accuracy would, and through its use, improve the quality, utility and/or efficacy of: (i) environmental and/or and ocean and land-use related plans including, among others, Strategic Environmental Assessments (SEAs), Environmental Management Frameworks (EMFs), etc.; (ii) environmental and/or land-use related policy, strategy and/or key decisions; and (iii) national environmental indicators or indices.

User means any person who has obtained access to information in order to use such information.

### 3 BACKGROUND

Although the department has been engaged in information collection and knowledge management activities since its inception, this work is continuous and on-going and requires periodic review to ensure that significant environmental information is freely available and easily accessible to improve the quality, utility and/or efficacy of, among others, environmental and/or and ocean and land-use related policy, strategy, plans and/or key decisions.

Indeed, the fundamental importance of significant environmental information to ensuring sustainable development is confirmed by the National Development Plan’s (NDP 2030) first listed objective in its chapter on Environmental Sustainability and Resilience (Chapter 5), that requires –

> A set of indicators for natural resources, accompanied by publication of annual reports on the health of identified resources to inform policy.

With reference to this specific NDP 2030 objective, although the department has, since 2008, published annual Environmental Sustainability Indicator Reports that report on the status of 45 variables making up 20 specific indicators in respect of five indicator categories (see Table 1), it is acknowledged that these must be periodically revisited, reviewed and revised in order to fully realise both the spirit and letter of the NDP 2030 natural resource health indicator objective.

To this end, not only has the NDP 2030 natural resource health indicator objective been translated into a specific outcome of the department’s 2014-19 Strategic Plan and government’s broader 2014-19 Medium-term Strategic Framework (MTSF), but, as described below, the department is already undertaking a number of initiatives aimed at, among others, contributing to the realisation of this objective.

### Table 1: The South African National Environmental Sustainability Indicators

<table>
<thead>
<tr>
<th>Indicator Category</th>
<th>Indicator</th>
<th>Variable description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Systems</td>
<td>Air quality</td>
<td>1. Domestic fuel burning</td>
</tr>
<tr>
<td></td>
<td>Biodiversity</td>
<td>2. Threatened bird, mammal, amphibian and reptile species (known)</td>
</tr>
<tr>
<td></td>
<td>Land</td>
<td>3. Threat and protection status of vegetation types per biome</td>
</tr>
<tr>
<td></td>
<td>Marine</td>
<td>4. Degraded and transformed land</td>
</tr>
<tr>
<td></td>
<td>Freshwater</td>
<td>5. Status of west coast rock lobster</td>
</tr>
<tr>
<td></td>
<td>Groundwater</td>
<td>6. Catches of selected marine species (harvesting)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7. Marine protected areas</td>
</tr>
<tr>
<td></td>
<td>Air pollution</td>
<td>8. Available water per capita</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9. Capacity and levels of dams in South Africa</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10. Freshwater quality</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11. Groundwater quantity</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12. Groundwater quality</td>
</tr>
<tr>
<td></td>
<td></td>
<td>13. Coal consumption</td>
</tr>
<tr>
<td>Indicator Category</td>
<td>Indicator</td>
<td>Variable description</td>
</tr>
<tr>
<td>--------------------</td>
<td>----------</td>
<td>----------------------</td>
</tr>
<tr>
<td></td>
<td>8</td>
<td>Ecosystem stress</td>
</tr>
<tr>
<td></td>
<td>9</td>
<td>Population pressure</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>Waste and consumption pressures</td>
</tr>
<tr>
<td></td>
<td>11</td>
<td>Water stress</td>
</tr>
<tr>
<td>Reducing human vulnerability</td>
<td>12 Basic human sustenance</td>
<td>24 Households with access to sanitation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social and institutional capacity</td>
<td>14 Eco efficiency</td>
<td>31 Energy efficiency</td>
</tr>
<tr>
<td></td>
<td>15</td>
<td>Environmental governance</td>
</tr>
<tr>
<td></td>
<td>16</td>
<td>Private sector responsiveness</td>
</tr>
<tr>
<td></td>
<td>17</td>
<td>Science and technology</td>
</tr>
<tr>
<td>Global stewardship</td>
<td>18</td>
<td>Greenhouse gas emissions</td>
</tr>
<tr>
<td></td>
<td>19</td>
<td>Participation in international collaborative efforts</td>
</tr>
<tr>
<td></td>
<td>20</td>
<td>Reducing transboundary environmental pressures</td>
</tr>
</tbody>
</table>

3.1 Indicators and the Indicator Review Project

As noted above, in order to ensure a continuous high level of indicator utility, sustainable development and environmental health indicators must be periodically revisited, reviewed and revised. To this end, the department's Directorate: Sustainability Reporting and Environmental Statistics (D: SR&ES), the custodian of the national Environmental Sustainability Indicators, in partnership with the Directorate: National Sustainable Development (D: NSD), the custodian of the 20 Headline Indicators and 131 other sustainable development indicators contained in the National Strategy for Sustainable Development (NSSD1, 2011), is implementing a project that will, amongst others, review the current sustainable development and environmental indicators.

The project, formally known as the National Strategy for Sustainable Development and Action Plan 1 (NSSD1) Monitoring and Evaluation Report project, will carry out an evaluation of the existing indicators including an analysis of the relevance of the indicators, the ease of calculating the indicator (e.g. ease of data collection) as well as the indicator’s utility in providing a useful indication of the state of sustainability in South Africa. Given concerns around the number of indicators contained in the NSSD1, the project will also propose, so-called, “headline indicators” for possible future use.

The project is planned to end in August 2014 with the submission of a final report to the department by the consultants.

3.2 Official Statistics

Although indicators only represent an empirical model of reality, not reality itself, they must, nonetheless, be analytically sound, based on high quality data and/or statistics and have a fixed methodology of measurement. In an effort to improve and assure the quality of the data and/or statistics, the department’s D: SR&ES is working with StatsSA, in terms of a
Memorandum of Understanding between the two parties, to implement a phased project to accredit various environmental information data sets as official South African statistics.

In this regard, the 1st “Environmental Statistical Release” is scheduled for 2016/17 covering the initial dataset which includes the Protected Areas Database which is currently being formally assessed against the South African Quality Assessment Framework (SASQAF). The assessment of the 2nd environmental dataset against the SASQAF is scheduled for 2014/15 along with the development of a dataset improvement plan. The initiation of the assessment process for the 3rd environmental dataset is currently scheduled for 2017/18.

3.3 Spatial Information and the Spatial Data Infrastructure Act

Accurate, complete, current, and historical spatial information will be a key foundation underpinning the realisation of the NDP 2030 natural resource health indicator objective. In this regard, the Spatial Data Infrastructure Act, 2003 (Act No. 54 of 2003, “the SDI Act”): (i) establishes the South African Spatial Data Infrastructure; (ii) establishes the Committee for Spatial Information; (iii) establishes an electronic metadata catalogue; (iv) provides for the determination of standards and prescriptions with regard to the facilitation of the sharing of spatial information; and (v) provides for the capture and publishing of metadata and the avoidance of duplication of such capture.

The department’s Directorate: Enterprise Geospatial Information Management (D: EGIM) is responsible for operating and maintaining the department’s spatial information management systems and is an active member of the Committee for Spatial Information involved in directing and informing the implementation of the SDI Act.

3.4 The Master Systems Plan and Coordinated and Integrated Permitting System (C&IPS) Project

Ease of access to accurate, complete, current, and historical spatial information will be another foundation underpinning the realisation of the NDP 2030 natural resource health indicator objective. In this regard, the department’s Chief Directorate: Government Information Technology Office (CD: GITO) is implementing the DEA Master Systems Plan which, among others, will facilitate access to environmental issues through a centralised portal. The Coordinated and Integrated Permitting System (C&IPS) is a component of the Master Systems Plan which is about to be developed which is likely to provide further access to vast new sources of information.

3.5 Formal DEA Monitoring and Evaluation Staff

In keeping with the department's philosophy of innovation, organisational agility and commitment to informed decision-making, other than the typical information management work (GIS, NEAS, SAAQIS, etc.) the department has established a number of structures and/or posts that are dedicated to carrying out specific and, often, specialised, monitoring and evaluation activities as summarised in Table 2.

<table>
<thead>
<tr>
<th>DEA Section</th>
<th>Current Section Head</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Strategic Environmental Intelligence (SEI) Unit within the Branch:</td>
<td>Peter Lukey, Chief Policy Advisor: Strategic</td>
</tr>
<tr>
<td>Environmental Advisory Services.</td>
<td>Environmental Intelligence</td>
</tr>
<tr>
<td>Chief Directorate: Climate Change Monitoring and Evaluation within the Branch:</td>
<td></td>
</tr>
<tr>
<td>Climate Change and Air Quality</td>
<td>Dr. Brian Mantlana, Chief Director: Climate Change Monitoring and Evaluation</td>
</tr>
<tr>
<td>Chief Directorate: Biodiversity Monitoring Specialist Services within the Branch:</td>
<td></td>
</tr>
<tr>
<td>Biodiversity and Conservation</td>
<td>Wadzi Mandivenyi, Chief Director: Biodiversity Monitoring Specialist Services</td>
</tr>
<tr>
<td>Chief Directorate: Specialist Monitoring Services within the Branch: Oceans and Coasts</td>
<td>Ashley Naidoo, Chief Director: Specialist Monitoring Services</td>
</tr>
<tr>
<td>Directorate: Sustainability Reporting and Environmental Statistics under the Chief Directorate: Sustainable Development within the Branch: Environmental Advisory Services.</td>
<td>Anna Mampye, Director: Sustainability Reporting and Environmental Statistics (Tlou Ramaru, Chief Director: Sustainable Development)</td>
</tr>
<tr>
<td>Directorate: Risk Management under the Chief Directorate: Business Performance and Strategic Monitoring within the Office of the Chief Operating Officer</td>
<td>Kevin Manda, Directorate: Risk Management (Limpopo Makotoko, Chief Director: Business Performance and Strategic Monitoring)</td>
</tr>
<tr>
<td>Directorate: Monitoring and Evaluation under the Chief Directorate: Chemicals and Waste Policy, Evaluation and Monitoring within the Branch: Chemicals and Waste Management</td>
<td>Currently vacant</td>
</tr>
</tbody>
</table>
4 PROBLEM ANALYSIS

Figure 1 reflects a Problem Tree of cause and effect relationships that is likely to have motivated the need for the NDP 2030 natural resource health indicator objective to some extent and, by extension, provides an insight into the basic motivation for the intervention described in these terms of reference. It should be noted that this Problem Tree only illustrates the specific “metadata” related problems that contribute to the core problem of “continued decline in environmental quality”, i.e. there are far more cause and effect relationships contributing to this core problem that are not reflected in this project-specific Problem Tree.

Figure 1: Problem Tree that informs the overall South African National Environmental Information Metadata (SANEIM) Project

In essence, although it is widely believed that a rich abundance of excellent environmental information is being collected, gathered, secured, stored, sorted, verified, analysed, archived, presented, reported and/or published all around South Africa, there is no easily accessible information on this information, i.e. there is no easily accessible metadata on South Africa’s environmental information.

As a result –

• It is quite possible, even probable, that information management activities may be being duplicated because information managers have little, or no, knowledge of the work and products of other information managers;
- It is quite possible, even probable, that important policy decisions are being made without being properly informed by important and available information because policy-makers are not aware that such information even exists;
- It is quite possible, even probable, that there is less than optimal environmental information available to properly inform important policy decisions due to significant, but unrecognised, information gaps – without a full overview of what environmental information is available, it is impossible to known whether there are important gaps in this information; and
- The development and use of environmental indicators or indices to properly inform high-level policy decisions is hugely frustrated by uncertainties around what data and statistics are available to aggregate into such indicators or indices. As a result, few, if any, true environmental indicators or indices (as opposed to mere statistics) are being used and maintained in South Africa.

These effects, in turn, cause other effects. For example, duplication of environmental information management activities is a waste of very limited environmental information management human, financial and technological resources.

In the final analysis, all of these effects contribute to a continuing decline in environmental quality.

5 OBJECTIVES ANALYSIS

As a means of testing the logic of the Problem Tree illustrated in Figure 1 and described in 4, an Objectives Tree has been compiled through the simple procedure of converting the problems into objectives and checking whether the logic still holds (see Figure 3). From this exercise it appears clear that if the base problem is effectively addressed, then a positive impact on the resulting problems is likely to result.

6 STRATEGY ANALYSIS

6.1 A phased approach

The South African National Environmental Information Metadata Project

![Phased Approach Diagram]

Figure 2: The phased approach to the implementation of the South African National Environmental Information Metadata Project.

Given that the overall project to which these Phase I terms of reference relate is an intervention to move us from the current state –
Although vast amounts of environmental information is believed to be being collected, there is no easily accessible information on this information, who is collecting it, why it is being collected, etc. (i.e. metadata) to a desired state –

Metadata is easily accessible on the vast amounts of environmental information being collected

the overall project strategy is to carry out a number of phased interventions as illustrated in Figure 2 and described below –

6.1.1 Phase I: Scoping

In essence, the strategy involves an initial intervention to establish the current status quo in respect of environmental information management in general and environmental information metadata in particular. This Phase I Scoping project involves undertaking the various activities required to, at least: establish who is doing what in respect of environmental information metadata; clarify the exact legal requirements in respect of environmental information metadata and the current state of implementation and compliance; explore various local and international environmental information metadata systems and propose various options that should be considered with respect to a possible national environmental information metadata system; and to propose a list of, at least, 100 significant environmental information data sets that broadly cover the full environmental information spectrum (the environmental management governance system (e.g. environmental authorisations), natural resources and natural resource quality, pollution release and transfer, land use and land use change, etc.) that could be used to inform and test a possible national environmental information metadata system.

Figure 3: Objectives Tree that informs the overall SANEIM Project
6.1.2 Phase II: System Development
Following a successful Phase I project outcome and DEA’s top management’s decision to proceed with the development of some form of national environmental information metadata system, the second intervention will be to design, develop, test and commission the agreed national environmental information metadata system. To this end, and without attempting to pre-empt the outcome of the Phase I project, the Phase II project will build on the products of the Phase I project by undertaking the various activities required to, at least: fully describe the approved national environmental information metadata system; collect metadata in respect of, at least, the data sets identified in Phase I; develop the metadata system in accordance with the approved description and test the system using the aforementioned metadata; and establish the necessary capacity to sustainably operate, maintain and grow the system including the development of operating manuals, training courses, standard procedures, etc.

6.1.3 Phase III: System Operation
This final phase involves the operation, maintenance and continuous development, review and improvement of the system. Most importantly, this phase of the project will also undertake various interventions aimed at adding metadata to the system from all significant environmental information data sets. In this regard, it is highly likely that these data capture interventions will be sector based and directed by the sector information users (e.g. the department’s Branch: Oceans and Coasts may commission a metadata gathering exercise in respect of, say, fishing permits, marine protected areas, sea water quality, penguin breeding sites, marine effluent outfall pipes, coastal land transformation, sea-level rise, etc. to inform its overall marine management plans and, especially, the indicators to be used to measure the efficacy of these plans.)

6.2 Coordination, alignment and value added
As with all information projects, the South African National Environmental Information Metadata Project is not an end in itself, but is rather a contribution to informing decisions that facilitate the realisation of the department’s vision of “a prosperous and equitable society living in harmony with our natural resources”. Indeed, as illustrated by the project Objective Tree (see Figure 3) the project’s main benefit lies in the fact that its success contributes and, potentially, adds value to other information management initiatives such as the indicator review process described in 3.1. However, the potential benefits of the project will only be fully realised and exploited through efficient and effective coordination with, and alignment to, all departmental interventions that could benefit from the products of this metadata project.

To this end, the project will implement a participatory governance strategy that involves all departmental stakeholders in the steering of the project (see 12.2).

6.3 Outreach, participation and value added
In order to encourage data custodians to actively contribute metadata to the project and, ultimately, the possible metadata system, the project will implement an outreach strategy aimed at informing all key stakeholders about the project, their potential role in the project and the potential benefits to them that may be accrued from a successful project.

6.4 Avoiding “re-inventing the wheel”
Without stifling innovation, the project will implement a scoping strategy aimed at ensuring that it builds on best local and international practice, avoids duplication and builds on, or reinforces existing good practice systems.

6.5 Stop/Go decision
In order to ensure that the project provides an overall positive contribution and does not duplicate work that is already done, the project will implement a stop/go decision strategy at key milestones. In this regard, the first such milestone will be at the end of Phase I when the Phase I project outputs will be presented to DEA top management with a recommendation on whether Phase II of the project should be initiated or not.

7 OVERALL PROJECT OBJECTIVE
With the above, the overall objective for the overall South African National Environmental Information Metadata Project is based on the NDP 2030’s natural resource health indicator objective framed as a desired outcome as follows –
By 2019, a set of high quality environmental and sustainable development indicators are in place, accompanied by publication of annual reports on indicator status and trends, that are efficiently and effectively informing South African environment and development policy.

8 IMMEDIATE PROJECT OBJECTIVES

In order to contribute to the overall project objective, the South African National Environmental Information Metadata Project: Phase I - Scoping has the following immediate objectives –

8.1 Immediate Objective A – The environmental information metadata status quo objective
Within 4 months of project award, there is a common understanding of the key stakeholders involved in information management activities related to significant environmental information, the nature and scope of these activities as well as current and planned interventions and especially activities relating to the management of metadata.

8.2 Immediate Objective B – The test data set objective
Within 5 months of project award, at least 100 data sets of significant environmental information have been identified for use in informing and testing a possible national environmental information metadata system.

8.3 Immediate Objective C – The system option objective
Within 6 months of project award, there is a common understanding of: (i) typical local and international systems being used to manage environmental information metadata, (ii) whether or not a new system is required or desired and (iii) what practical interventions should be considered to ensure that metadata efficiently and effectively facilitates the realisation of the overall project objective.

9 PROJECT OUTPUTS

In order to meet the project objectives, the contracted consultants must generate, but are not limited to the generation of, the following outputs:

9.1 Outputs in respect of Immediate Objective A – The environmental information metadata status quo objective
Within four (4) months of project award, the contracted consultants, working closely with the Chief Policy Advisor: Strategic Environmental Intelligence (CPA: SEI) and the Project Steering Committee, will carry out all the work required to generate the following outputs that will result in a common understanding of the key stakeholders involved in information management activities related to significant environmental information, the nature and scope of these activities as well as current and planned interventions and especially activities relating to the management of metadata.

9.1.1 Output A.1: Project Inception Meeting
Within two (2) weeks of project award, the contracted consultants will meet with the CPA: SEI and available members of the Project Steering Committee to discuss the project and present their initial plan on how they intend to carry out the work directed and/or implied by these terms of reference.

Table 3: Output A.1: Project Inception Meeting - Success Indicators

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output A.1: Project Inception Meeting</td>
<td>Approved project implementation plan.</td>
<td>Minutes of the Project Inception Meeting and/or any necessary follow up meetings or correspondence</td>
</tr>
</tbody>
</table>

9.1.2 Output A.2: Stakeholder Workshop
The contracted consultants will carry out all the work required to host a successful stakeholder workshop aimed at: (i) informing key stakeholders about the project; (ii) providing a platform for debate, critique and general information sharing; (iii) promoting project buy-in and active participation and (iv) establishing a Project Reference Group. To this end, the consultant will, at least: (a) carry out an initial stakeholder identification and analysis process; (b) compile an acceptable workshop programme; (c) coordinate and organise all workshop speakers; (d) issue and follow-up workshop invitations; (e)
host a workshop dry-run with the CPA: SEI and available members of the Project Steering Committee; (f) prepare and deliver various presentations at the workshop (see 9.1.3 and 9.1.4); and (g) take accurate workshop minutes.

In this regard it must be noted that although the bid must include an allowance for costs in respect of items (a) to (f) above, the department will arrange and pay for the workshop venue and any necessary refreshments and standard logistical arrangements (data projector, public address system, etc.), i.e. bidders must not include the cost of the workshop venue and any necessary refreshments and standard logistical arrangements in their quote.

Table 4: Output A.2: Stakeholder Workshop - Success Indicators

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
</table>
| Output A.2: Stakeholder Workshop | A well-attended event with good stakeholder representation that successfully informs key stakeholders about the project, provides a good platform for debate, critique and general information sharing, promotes project buy-in and active participation and that efficiently establishes a Project Reference Group. | • Initial stakeholder analysis compared to the workshop attendance register.  
• Generally positive stakeholder feedback on representation at the initial stakeholder workshop.  
• Positive stakeholder feedback on the workshop from participants.  
• New stakeholders, data sets and metadata initiatives identified.  
• Project reference group feedback.  
• Final project report (see 9.3.4) is fully informed by the workshop proceedings and follow-up initiatives.  
• Mention of the project in other forums |

9.1.3 Output A.3: Legal status report

The contracted consultants will carry out all the work required to establish any policy or legal requirements relating to environmental information metadata and the current state of implementation and compliance in this regard. This analysis must include, but is not limited to, any requirements in terms of the Spatial Data Infrastructure Act, 2003 (Act No. 54 of 2003, “the SDI Act”). The draft legal status quo report will be presented to the CPA: SEI for approval before it is used as the basis for a presentation by the consultants at the initial stakeholder workshop (see 9.1.2).

Table 5: Output A.3: Legal status report - Success Indicators

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output A.3: Legal status report</td>
<td>All stakeholder workshop participants share a common understanding of all policy or legal requirements relating to environmental information metadata and the current state of implementation and compliance in this regard.</td>
<td>Generally positive and/or productive stakeholder feedback and confirmation of findings.</td>
</tr>
</tbody>
</table>

9.1.4 Output A.4: International metadata systems report

The contracted consultants will carefully analyse these terms of reference and carry out a desk-top review of available international literature relating to environmental information metadata systems. The results of this literature review will be captured in the form of a brief (no more than 40 page) International Metadata Systems Report that will provide a fully-referenced briefing on international metadata management initiatives, practise, systems and experience. The report will also be summarised in the form of an MS PowerPoint presentation to be delivered during the stakeholder workshop (see 9.1.2). The draft report and presentation will be presented to the CPA: SEI for approval before they are circulated and presented to the initial stakeholder workshop.

Table 6: Output A.4: International metadata systems report - Success Indicators

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output A.4: International metadata systems report</td>
<td>All stakeholder workshop participants share a common understanding of various international metadata management initiatives, practise, systems and experience.</td>
<td>Generally positive and/or productive stakeholder feedback and confirmation of findings.</td>
</tr>
</tbody>
</table>
9.1.5 Output A.5: Draft Status Quo chapter/s for Final Project Report

The contracted consultants will carry out all the work required to follow up the various advice and suggestions from the stakeholder workshop including, but not limited to, new stakeholders, data sets, metadata interventions, policy and legislation and international systems. The contracted consultants will use this further research together with the information prepared for, and received in, the stakeholder workshop to compile the background (status quo) chapter/s of the final project report (see 9.3.4).

Table 7: Output A.5: Draft Status Quo chapter/s for Final Project Report - Success Indicators

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output A.5: Draft Status Quo chapter/s for Final Project Report</td>
<td>High quality background (status quo) chapter/s of the final project report</td>
<td>Draft chapters largely reflected in the final project report</td>
</tr>
</tbody>
</table>

9.1.6 Output A.6: Initial Stakeholder Workshop Report

Within two (2) weeks of the hosting of the initial stakeholder workshop, the contracted consultants will compile and circulate a report on the workshop proceedings that, although not being a verbatim account of the workshop, provides: (i) a brief overview of each presentation and associated discussion; (ii) a list of all decisions and points of consensus; (iii) a list of issues where no consensus was achieved; (iv) a description of the agreed way forward; (v) a participant list; and (vi) an updated initial stakeholder analysis.

Table 8: Output A.6: Initial Stakeholder Workshop Report - Success Indicators

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output A.6: Initial Stakeholder Workshop Report</td>
<td>All workshop participants have received a workshop report that they believe is an adequate and true reflection of the workshop proceedings and decisions</td>
<td>Generally positive stakeholder feedback on the report</td>
</tr>
</tbody>
</table>

9.2 Outputs in respect of Immediate Objective B – The test data set objective

Within five (5) months of project award, the contracted consultants, working closely with the Chief Policy Advisor: Strategic Environmental Intelligence (CPA: SEI) and the Project Steering Committee, will carry out all the work required to generate the following outputs that will result in at least 100 data sets of significant environmental information identified for use in informing and testing a possible national environmental information metadata system.

9.2.1 Output B.1: Initial dataset identification criteria

Based on the information gathered as part of the work in respect of Immediate Objective A (see 9.1), the contracted consultant will carry out all the work required to compile possible criteria to be used in the selection of the initial list data sets to be used to inform and test a possible national environmental information metadata system. The consultants will then circulate this list of possible selection criterion to the Project Reference Group for comment. The revised criteria will then be presented to the CPA: SEI and available Project Steering Committee members for discussion and approval.

Table 9: Output B.1: Initial dataset identification criteria - Success Indicators

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output B.1: Initial dataset identification criteria</td>
<td>The use of appropriate selection criteria results in the selection of a list of data sets that prove to be fully effective in informing and testing a possible national environmental information metadata system.</td>
<td>The list of data sets selected using the approved selection criterion proves to be fully effective in informing and testing a possible national environmental information metadata system.</td>
</tr>
</tbody>
</table>

9.2.2 Output B.2: Initial dataset list

Based on the information gathered as part of the work in respect of Immediate Objective A (see 9.1) and using the approved selection criteria (see 9.2.1), the contracted consultant will carry out all the work required to compile an initial list of no less than 100 data sets of significant environmental information that broadly cover the full environmental information spectrum (the environmental management governance system (e.g. environmental authorisations), natural resources and natural resource quality, pollution release and transfer, land use and land use change, etc.) that could be used to inform and test a
possible national environmental information metadata system. The consultants will then circulate this list and associated justification to the Project Reference Group for comment. The revised list will then be presented to the CPA: SEI and available Project Steering Committee members for discussion and approval.

Table 10: Output B.2: Initial dataset list - Success Indicators

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output B.2: Initial dataset list</td>
<td>An initial list of no less than 100 data sets of significant environmental information that could be used to inform and test a possible national environmental information metadata system.</td>
<td>Broad support of the list by the project's reference group and steering committee</td>
</tr>
</tbody>
</table>

9.3 Outputs in respect of Immediate Objective C – The system option objective

Within six (6) months of project award, the contracted consultants, working closely with the Chief Policy Advisor: Strategic Environmental Intelligence (CPA: SEI), the Project Steering Committee and the Project Reference Group, will carry out all the work required to generate the following outputs that will result in, among others, a common understanding of: (i) typical local and international systems being used to manage environmental information metadata, (ii) whether or not a new system is required or desired and (iii) what practical interventions should be considered to ensure that metadata efficiently and effectively facilitates the realisation of the overall project objective.

9.3.1 Output C.1: Gap analysis

Based on the findings of the work and interactions described above, the contracted consultants will compile a brief report on whether the current status quo in respect of metadata efficiently and effectively addresses the problems illustrated in the Problem Tree (see 4 and Figure 1) or not. Based on this analysis, the contracted consultants will carry out all the work required to identify any gaps, shortfalls and/or challenges in the current South African metadata management milieu that must be addressed in order to efficiently and effectively meet the objectives illustrated in the Objectives Tree (see 5 and Figure 3). The findings of this Gap Analysis, presented in a report and summarised in a presentation, will be work-shopped by the consultants, CPA: SEI and available Steering Committee Members with a view to deciding what options should be explored and detailed in the section of the final project report (see 9.3.4) dealing with practical interventions that should be considered to ensure that metadata efficiently and effectively facilitates the realisation of the overall project objective.

Table 11: Output C.1: Gap analysis - Success Indicators

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output C.1: Gap analysis</td>
<td>Challenges to the current South African metadata management milieu are fully understood and possible practical interventions to deal with these challenges are shortlisted for further study</td>
<td>The agreed practical interventions are detailed in the final project report.</td>
</tr>
</tbody>
</table>

9.3.2 Output C.2: Draft final project report

Based on Output C.1, the contracted consultants will develop and compile a draft of the final project report in an agreed format which is structured in accordance with an agreed table of contents. For the purpose of clarity, but without wishing to pre-empt the work and findings of the project, the following provides an example of the sort of table of contents the department expects to emerge from the project –

- Background
  - Metadata and the need for metadata
  - Metadata and indicators
  - International experience and systems
- Status Quo
  - The state of metadata management in South Africa
  - Key stakeholders
  - Legal requirements
  - Key current or planned metadata interventions and/or systems
- Problem Assessment
• Metadata management objectives
• Strategy Analysis
• Recommendations
• Annexure A – Proposed test data sets
• Annexure B – Contact details for key stakeholders

The draft Final Project Report will be submitted and discussed with the CPA: SEI and available Steering Committee meetings after which it will be circulated to the Reference Group for review.

**Table 12: Output C.2: Draft final project report - Success Indicators**

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output C.2: Draft final project report</td>
<td>A draft high quality report that effectively meets the project objectives.</td>
<td>The draft report provides a good indication of what the final report will look like.</td>
</tr>
</tbody>
</table>

**9.3.3 Output C.3: Successful Final Stakeholder Workshop**

The contracted consultants will carry out all the logistical work required to ensure a productive and successful workshop involving the Project Steering Committee and Project Reference Group aimed at finalising the Final Project Report.

As for 9.1.2, it must be noted that although the bid must include an allowance for costs for this workshop these costs must not include those associated with the workshop venue and any necessary refreshments and standard logistical arrangements (data projector, public address system, etc.) which the department will arrange and pay for directly.

**Table 13: Output C.3: Successful Final Stakeholder Workshop - Success Indicators**

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output C.3: Successful Final Stakeholder Workshop</td>
<td>The majority of participants regard the final stakeholder workshop as being a productive and enjoyable event</td>
<td>Generally positive stakeholder feedback on the event</td>
</tr>
</tbody>
</table>

**9.3.4 Output C.4: Final, print-ready, Project Report**

Based on the comments and feedback from the final stakeholder workshop, direction from the department’s communications section on, e.g. branding and packaging, and any final direction from the CPA: SEI, the contracted consultants will carry out all the work required to finalise and present the final version of the Project Report in the format in which it is to be published to the CPA: SEI and, within 1 week of submission, convene a meeting with the CPA: SEI to present, discuss and finalise the Final Project Report with a view to its publication electronically on the department’s web site.

**Table 14: Output C.4: Final, print-ready, Project Report - Success Indicators**

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output C.4: Final, print-ready, Project Report</td>
<td>A high quality document, in a format suitable for publication, that effectively meets the overall project objective</td>
<td>CPA: SEI approval of the final draft for publication</td>
</tr>
</tbody>
</table>

**10 ACTIVITIES**

Specific activities to be carried out by the contracted consultant in generating the above outputs must be detailed in the proposal contained in the bid.

**11 INPUTS AND BUDGET**

In order to generate the above outputs, the department will cover the expenses relating to the work of the contracted consultant to a value not exceeding that agreed in the contracted consultants’ contract and not exceeding R1,200,000 (excluding VAT) in total.
12 PROJECT MANAGEMENT

12.1 Project Director
The Project Director will be the department’s Chief Policy Advisor: Strategic Environmental Intelligence (CPA: SEI).

12.2 The Project Steering Committee
Due to the cross-cutting nature of this project and in keeping with the project strategy that aims to maximise coordination with, alignment to and/or the addition of value to other current DEA information management and indicator-related initiatives (see 6.2), the project that is the subject of this terms of reference will be guided by a Project Steering Committee made of representatives from interested and affected sections of the department including, but not limited to, the people listed in the table below:

<table>
<thead>
<tr>
<th>DEA Section / Organisation</th>
<th>Name and/or designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strategic Environmental Intelligence (SEI) Unit</td>
<td>Peter Lukey, Chief Policy Advisor: Strategic Environmental Intelligence</td>
</tr>
<tr>
<td>Enterprise Geospatial Information Management (EGIM)</td>
<td>Dr. Rudi Pretorius, Director: Enterprise Geospatial Information Management (EGIM), or suitable alternate</td>
</tr>
<tr>
<td>Sustainability Reporting and Environmental Statistics</td>
<td>Anna Mampye, Director: Sustainability Reporting and Environmental Statistics, or suitable alternate</td>
</tr>
<tr>
<td>National Sustainable Development</td>
<td>Mapula Tshangela, Director: National Sustainable Development, or suitable alternate</td>
</tr>
<tr>
<td>South African National Biodiversity Institute (SANBI)</td>
<td>Selwyn Willoughby, Director: Biodiversity Information Management</td>
</tr>
<tr>
<td>Climate Change Monitoring and Evaluation</td>
<td>Dr. Brian Mantlana, Chief Director: Climate Change Monitoring and Evaluation</td>
</tr>
<tr>
<td>Biodiversity Monitoring Specialist Services</td>
<td>Wadzi Mandivenyi, Chief Director: Biodiversity Monitoring Specialist Services</td>
</tr>
<tr>
<td>Specialist Monitoring Services (Oceans and Coasts)</td>
<td>Ashley Naidoo, Chief Director: Specialist Monitoring Services</td>
</tr>
<tr>
<td>Risk Management</td>
<td>Kevin Manda, Director: Risk Management</td>
</tr>
<tr>
<td>Monitoring and Evaluation (Chemicals and Waste)</td>
<td>Currently vacant</td>
</tr>
<tr>
<td>Government Information Technology Office</td>
<td>Currently vacant</td>
</tr>
</tbody>
</table>

12.3 The Project Manager
The bid in respect of these terms of reference will nominate a senior member as the leader of the team of consultants that will be contracted by the department to carry out the work described by these terms of reference. This person, the Project Manager, will be responsible for managing the implementation of the project described in this document and the accepted proposal contained in the bid, and for the delivery of the required outputs of an acceptable quality within the required timeframes. The Project Manager will be the contact person for all departmental-consultant interactions and will report to the Project Director.

12.4 The Project Reference Group
In line with the project strategy that aims to encourage data custodians to actively contribute metadata to the project and, ultimately, the possible metadata system (see 6.3) as well as the strategy aimed at avoiding “re-inventing the wheel” (see 6.4), the project will establish a Reference Group of volunteer stakeholders to act as an informal review and information-sharing network (see 9.1.2).

13 PROJECT INFORMATION MANAGEMENT

13.1 Internal Project Communication
All decisions, suggestions, recommendations, reports, etc. concerning the project must be submitted in writing. In the case of emergencies, verbal decisions, suggestions, recommendations, reports, etc. must be confirmed in writing by the contracted consultant within 48 hours of the verbal communication.
All documents shall be prepared in MS Word and bar charts and spreadsheets in either MS Project or in Microsoft Excel. All required reports will be submitted to the Project Director in 2 back-to-back hard copies printed on recycled, non-chlorine bleached paper as well as on an appropriate electronic storage medium (disk or memory stick).

13.2 External Project Communication

Other than the external stakeholder engagements directed or implied by these terms of reference, all communication external to the project (e.g. response to complaints, press/media queries, etc.) will be carried out by the either the Project Director or the DEA communications section. As such, all complaints, press/media queries, etc. must be referred to the Project Director together with a written briefing on a possible response.

14 TIMING AND IMPLEMENTATION

The project will commence following the signing of a contract between the department and the selected consultancy.

The project is expected to have duration of 6 to 8 months and the following table provides some guidance and/or expectations in this regard.

<table>
<thead>
<tr>
<th>Ref.</th>
<th>Output</th>
<th>Expected Delivery Date</th>
<th>Estimated/Indicative Time Allocation¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1.1</td>
<td>Output A.1: Project Inception Meeting</td>
<td>2 weeks after project inception</td>
<td>Senior Consultant work hours 8 16</td>
</tr>
<tr>
<td>9.1.2</td>
<td>Output A.2: Stakeholder Workshop</td>
<td>3 months after project inception</td>
<td>Junior Consultant Work hours 16 64</td>
</tr>
<tr>
<td>9.1.3</td>
<td>Output A.3: Legal status report</td>
<td>2½ month after project inception</td>
<td></td>
</tr>
<tr>
<td>9.1.4</td>
<td>Output A.4: International metadata systems report</td>
<td>2½ month after project inception</td>
<td></td>
</tr>
<tr>
<td>9.1.5</td>
<td>Output A.5: Draft Status Quo chapter/s for Final Project Report</td>
<td>4 months after project inception</td>
<td></td>
</tr>
<tr>
<td>9.1.6</td>
<td>Output A.6: Initial Stakeholder Workshop Report</td>
<td>2 weeks after initial stakeholder workshop</td>
<td></td>
</tr>
<tr>
<td>9.2.1</td>
<td>Output B.1: Initial dataset identification criteria</td>
<td>4 months after project inception.</td>
<td></td>
</tr>
<tr>
<td>9.2.2</td>
<td>Output B.2: Initial dataset list</td>
<td>5 months after project inception</td>
<td></td>
</tr>
<tr>
<td>9.3.1</td>
<td>Output C.1: Gap analysis</td>
<td>4½ months after project inception.</td>
<td></td>
</tr>
<tr>
<td>9.3.2</td>
<td>Output C.2: Draft final project report</td>
<td>5 months after project inception.</td>
<td></td>
</tr>
<tr>
<td>9.3.3</td>
<td>Output C.3: Successful Final Stakeholder Workshop</td>
<td>5 months after project inception.</td>
<td></td>
</tr>
<tr>
<td>9.3.4</td>
<td>Output C.4: Final, print-ready, Project Report</td>
<td>6 months after project inception.</td>
<td></td>
</tr>
</tbody>
</table>

15 THE BID

All bidders are required to submit a detailed implementation proposal as part of their bid. This proposal must clearly outline how the bidder proposes to carry out the work as described in these terms of reference. Although the bidder may provide the department with any information the bidder considers relevant to the proposal, the proposal should, as a minimum, provide detail on the following:

- **Understanding Of The Brief** – A brief (max 2, A4 page) summary of the bidder’s interpretation of the work implied by these terms of reference;

¹ Important Note: These estimates of work time in respect of the various outputs have been provided to give bidders a sense of how the department weights the significance of the various outputs and should not be regarded as a bill of quantities, directions or implied directions on how the bidder should formulate proposals in respect of this project.
• **Schedule of Activities** – Proposed activities required to generate the required outputs must be scheduled in a form that will allow the department to clearly understand the bidder’s logic and the coherence of the proposal;

• **Project Implementation Plan, including output schedule** – The project implementation plan should describe the timing of, and interrelationships between, the proposed activities and clearly provide delivery dates for the project outputs. A Gantt bar chart that graphically illustrates the project implementation plan and critical path should be attached as an annex to the proposal;

• **Consultancy Team** – A detailed description of all members of the proposed consultancy team should be provided. Reference must be made to: (i) the relevant qualifications, knowledge, skills, expertise and experience of the member; (ii) the activities each member is to be involved in; and (iii) the estimated time the member will be involved in the relevant activities. Detailed CVs of all members must be attached as an annex to the proposal;

• **Method Of Work** – A detailed description of how the bidder proposes to manage the project resources (human, financial and technological) for the successful implementation of the project (e.g. use of home office, internal management structures, etc.);

• **Project Quotation** – Over and above any requirements contained in the standard departmental bid documentation, a detailed project budget must be provided in an annex as follows:
  o **Detailed Activity Costing** – Each proposed project activity should be analysed in terms of the required inputs and these inputs should be costed as illustrated in the example below:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.2.2. Organise workshop</td>
<td></td>
<td>hours</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>1</td>
<td>hours</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td>Junior consultant</td>
<td>10</td>
<td>Hours</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td>Telecommunications and consumables</td>
<td>1</td>
<td>lump sum</td>
<td>?</td>
<td></td>
</tr>
</tbody>
</table>

  o **Summary Resource Costing** – The activity costing should be summarised into an annexed resource schedule as illustrated in the example below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultancy Team</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>3</td>
<td>months</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td>Senior consultant</td>
<td>6</td>
<td>months</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td>Junior consultant</td>
<td>27</td>
<td>Hours</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td>3</td>
<td>months</td>
<td>?</td>
<td></td>
</tr>
</tbody>
</table>

In preparing the bid, the bidders must pay special attention to sections 8, 9, 10 and especially 11 of the Bid Specification and ensure that their bid clearly provides the information required for bid evaluation purposes.

16 **REPORTING**

Table 15 presents a list of expected project management/progress meetings between the Project Director, Project Manager and available Project Steering Committee members. A brief (2 page) written progress report must be presented at each of these meetings in a format agreed during the Inception Meeting (see 9.1.1). The latest progress report should also be attached to any invoice submitted in respect of the project.

2 Important Note: All examples provided in this document must be regarded as examples only and are only given to provide guidance in the compilation of the bid. As such, these examples should not be used to influence the content of any proposal or prejudice the bidder’s considerations in this regard
Table 15: Expected project management/progress meetings

<table>
<thead>
<tr>
<th>No.</th>
<th>Timing</th>
<th>Focus</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2 weeks after project inception</td>
<td>Project Inception Meeting</td>
</tr>
<tr>
<td>2.</td>
<td>6-7 weeks after project inception</td>
<td>Progress Meeting 1 – Workshop programme approval</td>
</tr>
<tr>
<td>3.</td>
<td>10-11 weeks after project inception</td>
<td>Progress Meeting 2 – Workshop dry run</td>
</tr>
<tr>
<td>4.</td>
<td>20-21 weeks after project inception</td>
<td>Progress Meeting 3 – Initial report draft and need discussion</td>
</tr>
<tr>
<td>5.</td>
<td>27 weeks after project inception</td>
<td>Project Closure Meeting</td>
</tr>
</tbody>
</table>

17 CONTACT PERSON

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Chief Policy Advisor: Strategic Environmental Intelligence
Department: Environmental Affairs
Telephone: (012) 310-3710
E-mail: plukey@environment.gov.za
GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
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 security

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

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

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

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

(b) a cashier’s or certified cheque

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

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

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.
The Director General

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 no 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 record held by the banks.

I/we understand that the Department will not be held liable for any delayed payments as a result of incorrect information supplied.

---

### Company / Personal Details

<table>
<thead>
<tr>
<th>Registered Name</th>
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<tbody>
<tr>
<td>Trading Name</td>
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<tr>
<td>VAT Number</td>
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<td>Surname</td>
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<td>Persal Number</td>
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### Address Detail

<table>
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<tr>
<td>Address</td>
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(Compulsory if Supplier)

<table>
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<tr>
<th>Postal Code</th>
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### New Detail

- [ ] New Supplier Information
- [ ] Update Supplier Information

**Supplier Type:**

- [ ] Individual
- [ ] Department
- [ ] Partnership
- [ ] Company
- [ ] Trust
- [ ] Other (Specify)
- [ ] CC

**Department Number:**
**Supplier Account Details**

(To be Verified by the bank, please attach bank letter or 3 months bank statement)

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed.)

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<th>Account Name</th>
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<th>Branch Name</th>
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<th>Branch Number</th>
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**Bank screen info**

- **ABSA-CIF screen**
- **FNB-Hogans system on the CIS4/CUPR**
- **STD Bank-Look-up-screen**
- **Nedbank- Banking Platform under the Client Details Tab**

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

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<tr>
<th>*CC Registration</th>
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*Please include CC/CK where applicable*

**Supplier Contact Details**

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<thead>
<tr>
<th>Business Area Code</th>
<th>Telephone Number</th>
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<tr>
<th>Contact Person:</th>
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**Supplier Signature**

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<th>Date (dd/mm/yyyy)</th>
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**NB: All relevant fields must be completed**