INVITATION TO BID

BID REFERENCE NUMBER: E 1355


Contact person:
Name: Ms D Fischer OR Ms Azisa Parker
Office Telephone No: (012) 399 8843 / (021) 799 8736
E-MAIL: dfischer@environment.gov.za OR A.Parker@sanbi.org.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

<table>
<thead>
<tr>
<th>Company name</th>
<th>Supplier registration number</th>
<th>Unique reference number</th>
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<tbody>
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<td>Main contractor</td>
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<td>Sub-contracted/ joint</td>
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<td>venture comp 1</td>
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<td>Sub-contracted/ joint</td>
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<td>venture comp 2</td>
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<td></td>
<td>Sub-contracted/ joint</td>
</tr>
<tr>
<td></td>
<td></td>
<td>venture comp 3</td>
</tr>
</tbody>
</table>

CLOSING DATE OF THE BID: 21 October 2016 AT 11H00
INVITATION TO BID

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

BID NUMBER: E 1355  CLOSING DATE: 21-10-2016  CLOSING TIME: 11:00


The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

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: Department of Environmental Affairs; The Environment House, 473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane

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

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)…………………………………………………………………..

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR………………………………………..

A REGISTERED AUDITOR ……………………………………………………………………………………………………………………………………………………………..

[TICK APPLICABLE BOX]
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 ………………………………………………………………………………………………………………………………

___________________________________________________ ___________________________________________________ _______________

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department:  Environmental Affairs

Contact Person: Mr Samuel Mofokeng / Mr Renold Mokoena

Tel: (012) 399 9057 or (012) 399 9055

E-mail: SMofokeng@environment.gov.za or RMokoena@environment.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Technical Contact Persons:
Name: Ms D Fischer
Office Telephone No: (012) 399 8843
E-Mail: dfischer@environment.gov.za

Alternatively

Name: Ms Azisa Parker
Office Telephone No: (021) 799 8736
E-mail: A.Parker@sanbi.org.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 1355
CLOSING TIME 11:00
CLOSING DATE:  21-10-2016

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


**(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 HOURLY RATE DAILY RATE

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

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

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED RATE QUANTITY AMOUNT

   --------------------------------------------------------------------- R……………….. R……………….. R………………..
   --------------------------------------------------------------------- R……………….. R……………….. R………………..
   --------------------------------------------------------------------- R……………….. R……………….. R………………..
   --------------------------------------------------------------------- R……………….. R……………….. R………………..

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.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

TOTAL: R………………………………………………….

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

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

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.

*DELET IF NOT APPLICABLE*

Any enquiries regarding bidding procedures may be directed to the –

Department of Environmental Affairs

Contact Person: Samuel Mofokeng / Renold Mokoena
Tel: (012) 399 9057 or (012) 399 9055
E-mail: SMofokeng@environment.gov.za or RMokoena@environment.gov.za

Or for technical information –

Contact Persons:
Name: Ms D Fischer
Office Telephone No: (012) 399 8843
E-Mail: dfischer@environment.gov.za

Alternatively

Name: Ms Azisa Parker
Office Telephone No: (021) 799 8736
E-mail: A.Parker@sanbi.org.za
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:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

........................................................................................................................................
2.10  Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?  
YES/NO

2.10.1 If so, furnish particulars.

2.11  Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?  
YES/NO

2.11.1 If so, furnish particulars:

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

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

<table>
<thead>
<tr>
<th>POINTS</th>
<th>1.3.1.1 PRICE</th>
<th>90.........</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td>10...........</td>
<td></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 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</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: ………….. = …………… (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or 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).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>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></td>
<td></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>
CERTIFICATION

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

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

..................................................................................  ........................................
Signature        Date

..................................................................................  ........................................
Position        Name of Bidder
SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

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

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

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

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

______________________________________________________________________________

(Name of Institution)

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

I certify, on behalf of:_______________________________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
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

Js914w 2

TERMS OF REFERENCE

APPOINMENT OF A CONSULTANT TO ASSIST THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS, THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM AND THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE WITH THE DEVELOPMENT OF MINIMUM STANDARDS FOR THE CONSIDERATION OF ENVIRONMENTAL ASPECTS FOR THE PREPARATION AND REVIEW OF SPATIAL DEVELOPMENT FRAMEWORKS (SDFs)
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1 PURPOSE

To appoint a service provider to assist the Departments of Environmental Affairs (DEA) in partnership the Department of Rural Development and Land Reform (DRDLR) and South African National Biodiversity Institute (SANBI) and with the input of competent authorities, to develop minimum standard for the consideration of environmental aspects required during the development and review of Spatial Development Frameworks (SDFs).

Chapter 4 of the Spatial Planning and Land-use Management Act, 2013 (Act No. 16 of 2013) (SPLUMA) requires that the national and provincial spheres of government and each municipality must prepare SDFs that among others represent the integration and trade-offs of all relevant sector polices and plans. Sections 8 and 54 of the Act makes provision for the Minister of Rural Development and Land Reform after consultation to make regulations prescribing national norms and standards, policies and directives pertaining to spatial development planning, land use management and land use development.

In order to protectively integrate environmental management aspects, including the protection and enhancement of ecosystems functioning within spatial development planning, and to reduce the effort of producing a number of separate plans which manage specific aspects of the environment, the DEA in partnership with the DRDLR and SANBI intends to develop, through a fully consultative process, minimum standards for the consideration of environmental aspects in the preparation and review of SDFs. In relation to the Municipality SDFs, it is intended that the SDFs be prepared at a level of environmental detail that will enable the exclusion of the majority of listed activities from the requirement to obtain an Environmental Authorisation within Municipalities where SDFs have been adopted by the MEC responsible for the Environment in terms of section 24(2)(c) or (e) of NEMA.

2 INTRODUCTION AND BACKGROUND

South Africa has embraced the concept of sustainable development, which is an internationally accepted principle of environmental management intended to establish a balance between development and environmental protection. This concept has been included in the “Constitution of the Republic of South Africa, 1996” under the Bill of Rights as follows:

Everyone has the right -

(b) to have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures that –

(iii) secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development.

In order to realise the environmental right as well as the other rights enjoyed by South Africans, the Constitution introduces the principle of co-operative governance and requires that the different spheres of government co-operate and consult with one another to ensure effective governance. In the context of sustainable development, the intersection of the various constitutional rights, areas of influence of the different spheres of government and mandates of sector departments manifests in land use planning. It is therefore in the areas of land use planning where a balance between economic development, environmental protection, efficient resource use, and social equity must be struck.

Schedule 4 Part B of the Constitution provides a clear mandate to local government for municipal planning and therefore all land use decisions are taken at municipal level, with the provincial and national sphere of government having, in limited circumstances, provincial and planning competencies that may require an additional planning decisions. The Constitution requires that these decisions be taken in the context of sustainable development. Section 152(1) of the Constitution indicates that the objectives of local government include; ‘the provision of services to communities in a sustainable manner’ and ‘the promotion of a safe and healthy environment’.
The Municipal Systems Act, (Act No. 117 of 1998) (MSA) which defines the legal nature of Municipalities as part of a system of co-operative government similarly contributes to the progressive realisation of the fundamental rights contained in the Constitution including the environmental right. The MSA clarifies the rights and duties of the municipal council, local communities and the municipal administration\(^1\). Among the many duties of the municipality is the provision of environmentally sustainable services. These services are defined as those where the risk of harm to the environment and to human health and safety is minimized and the potential benefits maximized as far as reasonably possible. Therefore, when undertaking municipal planning, local government must consider the environment and sustainable development, and in terms of Section 154 of the Constitution provincial and national government ‘by legislative and other measures, must support and strengthen the capacity of municipalities to manage their own affairs, to exercise their powers and to perform their functions’.

The SPLUMA provides a framework for spatial planning and land use management in South Africa and applies to all spheres of government. SPLUMA seeks to promote consistency and uniformity in procedures and decision-making processes related to spatial planning and land use management\(^2\). As a tool to achieve the objectives of the Act, and to guide development, Section 20 of the SPLUMA requires that SDFs be prepared at the national, provincial and municipal sphere of government. The aims of the SDFs are to guide and balance competing land use demands, and consider the importance of sustainable future growth which recognises environmental change e.g. climate and land use change. Among others the SDFs to be prepared by Municipalities must include land use planning by-laws and zoning schemes as well as a strategic assessment of the environmental pressures and opportunities within the municipal area, including the spatial location of environmental sensitivities, high potential agricultural land and coastal access strips, where applicable. Once adopted by the Municipal Council, any authority required or mandated to make a land development decision in terms of SPLUMA may not make a decision which is inconsistent with a municipal SDF unless site-specific circumstances justify deviation from the provisions of such municipal SDFs.

Noting the importance of the SDF in spatial planning and land use management, at all levels of government, providing guidance with respect to environmental requirement to be incorporated into the SDF would support the efficient and effective preparation of SDFs and land use schemes. It would also promote the proactive consideration of environmental issues at an early stage in municipal, provincial and national planning. As such the DEA in partnership with the DRDLR and SANBI and with input from competent authorities, now intends to develop minimum standards for the consideration of environmental aspects, with a focus on biodiversity although not limited to biodiversity, that must be complied to when developing a SDF to support the planning functions of all spheres of government. It is intended that a Municipal SDF prepared in line with these standards and adopted by the MEC responsible for the Environment, will allow for the exclusion of the majority of activities listed in terms of section 24 (2) (a) and (b) of NEMA from the requirement to obtain an Environmental Authorisation prior to their commencement. In addition, a Municipal SDF prepared in line with the standard and adopted by the MEC responsible for environmental would fulfil the requirements for a biodiversity management plan and is intended to similarly fulfill the requirement for preparation of conservation plans and other environmental plan for media or sectors comprehensively considered in the SDF. In this way it is intended that the minimum standard for the consideration of environmental aspects in SDFs should simplify and streamline the environmental requirements in municipal as well as provincial and national spatial planning and land use management to enhance environmental consideration and protection.

### 3 PROBLEM ANALYSIS

The concept of sustainable development is embraced by South Africa and has been entrenched in the environmental policy, planning and legislative framework. In order to operationalize sustainable development several integrated environmental management tools have been identified and are applied to planning and development at all government level. These tools include, among others, Environmental Impact Assessments, SDFs Frameworks, Environmental Management Frameworks, Biodiversity Frameworks, Conservation Plans, Integrated Waste Management Plans, Air Quality Management Plans, Coastal Planning Schemes, Land Use Schemes, Precinct Plans

---

and Integrated Development Plans. Notwithstanding the plethora of plans and tools used to ensure sustainable development, when assessing the country’s sustainability performance, the country has not fared well.

The trend analysis that informed the National Framework on Sustainable Development in 2008 revealed that the national natural resource base was under severe pressure. Many of its ecosystems were already seriously degraded and South Africa is likely to be significantly affected by climate change. Similarly, findings from the South African Environmental Outlook report 2012\(^3\) and the Organisation for Economic Cooperation and Development (OECD) Environmental Performance Review\(^4\) indicate that South Africa is currently on an unsustainable development path.

Four major areas of concern have been identified – water pollution and use, land degradation, greenhouse gas emission and resource use, with water and land transformation being regarded as being environmental tipping points.

The Development of Land Use Sustainability Criteria report, prepared for the DRDLR confirms that from their research there is evidence that certain land activities are practiced on unsuitable lands. They find that a major contributing factor to this practice is the absence of a criteria or scientific basis for the selection of the most appropriate and sustainable use of land for a particular area for consideration by municipalities in land-use decision making. They note that agriculture, commercial development, creation of conservation areas and urban development are crucial for the growth of South Africa’s economy, but when confronted with competing potential uses, it is currently not clear how the choices are to be made in an objective, transparent and consistent manner. They conclude that it is likely that the unsuitable use of land for some activities is likely to persist in future if not addressed.

In a bid to provide guidance with respect to environmental attributes to be considered in development planning decisions, the DEA in partnership with the DRDLR and SANBI and with input from competent authorities, wish to develop minimum standards for the consideration of environmental aspects in the preparation and review of SDFs, with a focus on biodiversity but not limited to biodiversity, which are to be promulgated under section 54 of SPLUMA. In this way it is anticipated that environmental sensitivities can be considered early on in the development process thereby employing an impact avoidance hierarchy and ensuring that environmental attributes of high sensitivity ecological importance can be protected to enhance ecosystems functioning, protect biodiversity and enable eco-tourism. In addition it is anticipated that sustainable development can be enhanced, the environmental authorisation framework can be streamlined and the duplication of relevant sector plans can be avoided.

4 PROJECT MANAGEMENT

The development of the standard is a joint project between the DEA, DRDLR and SANBI with input from competent authorities. The project is being jointly funded by DEA and SANBI (through the GEF funded Biodiversity and Land Use Project) and these institutions will therefore manage the activities of the consultant team. A Project Management team will be identified and the consultant team will report to the Project Managers. The DEA Project Manager will make day to day decisions regarding the technical aspects of the project and the SANBI Project Manager will make decisions regarding the consultation process. The Project Managers will also be responsible to sign off on invoices and documents as required. The Project Management team will meet prior to the Project Steering Committee (PSC) meetings and as necessary during the contract. It is anticipated that the Project Management Team (PMT) will meet three times through the contract. The consultant team is to provide input into these meetings, and is required to provide the secretariat services and to prepare minutes of the meetings.

5 STRATEGY ANALYSIS

Given the problem outlined above, the following strategy has been devised for the multidisciplinary team that is the subject of these terms of reference.

---

\(^3\) South African Environmental Outlook Report: Department of Environmental Affairs, 2015

\(^4\) Environmental Performance Reviews: South Africa, 2013 – highlights
5.1 Building on existing information and spatial data
The consultancy that is the subject of these terms of reference is to consider all existing information relevant to this work and build on this existing knowledge. The following documents specifically relevant to this TOR and must be considered through the process:

- The Guidelines for Human Settlement Planning and Design (currently under review)
- SANBI, SanParks and DEA spatial data;
- National Protected Areas Expansion Strategy (NPAES);
- National Biodiversity Strategy and Action Plan, existing Biodiversity Conservation Plans, and various Bio-regional Plans, declared Protected Areas;
- Standards prepared by Msunduzi Municipality;
- The Rapid Response Research Question 17 – Minimum Environmental Requirements for SDFs;
- SDF Guidelines – Guidelines for the development of Provincial, Regional and Municipal SDF and Precinct Plans – September 2014;
- Relevant planning legislation;
- Development of Land Use Sustainability;
- Towards a Framework for Measuring Spatial Planning Outcomes in South Africa;
- Land Use Scheme Guideline (in progress DRDLR);
- Draft Criteria for reviewing how biodiversity is reflected in SDFs (Draft 2016; SANBI) etc.

With respect to geographical data, the DEA, DRDLR and SANBI are custodians of or have access to a wide body of detailed data. This data will be made available to the consultant team. Only data not available in the DEA, DRDLR or SANBI must be sourced. No data may be procured without the approval of the Partners.

5.2 Detailed information for decision making
One of the outputs of this TOR is the identification and collection of a package of spatial information on environmental and biodiversity attributes. When undertaking this task and other tasks related to this TOR attention must be given to providing information at a scale and level of detail worthy of a standard and which provides detailed and specific guidance to Municipalities and development planning at all levels. The level of detail required must be considered when drafting a proposal and budgeting. In additional the consultant team must adopt a pragmatic approach that ensures the standard is implementable and not merely hypothetical, and visionary. The work must also demonstrate a balance between conservation, society and development.

5.3 Participatory approach
In order to gain from the wealth of planning experience available within state organs, consultancies and NGOs and to ensure that the outputs are balanced, the TOR must be carried out in an inclusive and participatory manner. A comprehensive governance and consultation structure is proposed for this project. The DRDLR is developing several guidelines including a Guideline for the Planning and Maintenance of land to be set aside for parks and other open spaces, in additional SANBI is preparing a guidance document on the review of SDFs. These documents among others must be considered in the preparation of the standard. The consultant team must ensure that they take due consideration of the consultation prerogative of this project when budgeting and identifying the project team.

6 OVERALL OBJECTIVE
The overall objective of the consultancy is framed as:

Sustainable development is achieved and the environmental legislative framework is streamlined through the integration of environmental matters into spatial planning at all spheres of government.
7 SCOPE AND EXTENT OF WORK (IMMEDIATE PROJECT OBJECTIVES AND OUTPUTS)

By the last quarter of 2017, standards for the consideration of environmental matters in Spatial Development Frameworks are developed for gazetting in terms of SPLUMA.

In order to contribute to the overall project objective, the consultancy has the following immediate objectives:

7.1 Immediate Objective A – Project initiation

7.1.1 Objective – Inception workshop, report and detailed work plan

An inception workshop is to be held where aspects of the project will be discussed and agreed between the consultant team and the project partners. A detailed technical work plan and a separate consultation work plan are then to be developed by the consultant team for approval. The Project Director within DEA will approve the technical work plan and the Project Director within SANBI will approve the consultation work plan.

7.1.2 Outputs – Inception workshop held, report prepared and detailed work plans developed

A one day inception workshop will be held where the various aspects of the project will be discussed and agreed. Following this workshop a comprehensive inception report and a detailed technical and consultation work plan are to be drawn up by the consultant team. The work plans must identify all tasks, allocate staff, identify timeframes and ensure coordination between all activities. The inception report and work plans are to be approved by the relevant Project Directors in DEA and SANBI before work commences.

Table 1: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception workshop, inception report and a detailed technical and consultation work plan prepared for approval</td>
<td>Inception workshop held. Inception report and detailed work plans developed.</td>
<td>Approved inception report and detailed work plans available.</td>
</tr>
</tbody>
</table>

7.2 Immediate Objective B – Technical guidance

7.2.1 Objective – An expert reference group established

In order for the project to benefit from a broad range of view from experts in the fields, a reference group of experts is to be set up. The group will provide assistance and technical knowhow, provide insights into the sector and specifically challenge important issues relevant to the project. One expert is to be drawn from each of the following organisations: CSIR, IUCN, the Endangered Wildlife Trust, the World Wildlife Fund, the South African Cities Network, AgriSA, Ezemvelo, MPTA, Cape Nature, ICLEI, SALGA (planning division), BUSA, 1 representative from each of the Districts that the SANBI Biodiversity and Land Use Project is working in, and 2 additional representatives (other than project team) from SANBI. The participant list can be finalised at the inception meeting. SPLUMA Working Group will also be consulted as an expert reference group.

7.2.2 Outputs – An expert reference group convened

In consultation with the project partners, an expert reference group is to be set up by the consultancy. The expert reference group will meet three times during the project. The expert reference group will be chaired by the project partners but the content and technical debate is to be managed by the consultant team. The representatives will be invited by the project partners for the first meeting after which the consultant team must take over the invitations and organisation functions for the meetings which include the preparation of agendas, presentations and minutes of
meetings. Venues and catering for the ERG will be provided by the project partners and the venues will be in Pretoria. Consultation will also be made with the SPLUMA Working Group 2.

Table 2: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expert reference group convened</td>
<td>Expert reference group set up and meeting every two months.</td>
<td>Minutes of meetings available.</td>
</tr>
</tbody>
</table>

7.3 Immediate Objective C – Project Governance

7.3.1 Objective – Project Steering Committee established
Several departments at the national, provincial and local Government level have a stake in the planning processes and will have an interest in the manner in which spatial planning is undertaken within all spheres of government and how land use decisions are made by local municipalities. A Project Steering Committee must be convened to provide inputs and guidance to the project and ensure that the mandates of all Departments are considered through the development of the standard. The consultant team is to organise and provide a secretariat service for these meetings. The venue and catering will be provided by the project partners. It is expected that the PSC will meet three times during the project at venues within Pretoria. The DEA will chair the meetings which will be held back to back with the Expert Reference group (ERG) (i.e. same day and same venue). The consultant team will also be required to prepare documents and present at these meetings. The PSC will be made up of representatives from the project partners, the Department of Energy, the Department of Water and Sanitation, the Department of Agriculture Forestry and Fisheries, the Department of Transport, the Department of Human Settlements, COGTA and representatives from the nine provincial Environmental Departments. The list of representatives can be finalised at the inception meeting.

7.3.2 Outputs – Project Steering Committee meetings convened
The consultant team is to present the project outputs, and consider the inputs made by the various Government Departments. The PSC will meet once per quarter when draft documents are available and/or when initiated by the project partners. Representatives will be invited by DEA for the first meeting after which the consultant’s team must prepare the invitations and manage logistics.

Table 3: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Steering Committee meetings held.</td>
<td>Project Steering Committee set up and meetings convened quarterly or as initiated by the project partners.</td>
<td>Minutes of meetings available.</td>
</tr>
</tbody>
</table>

7.4 Immediate Objective D – Public outreach

7.4.1 Objective – Project Website, stakeholder consultation and comments and responses document
The standards are to be developed in a consultative manner. Twelve (12) stakeholder consultation meetings are to be held (a meeting per province, with bigger provinces having more than one meeting). The consultant team is to organise the meetings, manage the logistics including the invitations and manage the technical aspects of the meeting. It will be the responsibility of the consultant team to set up a project web site, manage the website and respond to requests and queries related to the project submitted to the website. Throughout the project all inputs are to be documents and responses provided in a Comments and Responses document. The consultant team will be required set up and to maintain a Comments and Reponses document throughout the project.
7.4.2 Outputs – Project Website set up, stakeholder consultation meetings held and comments and responses document prepared and undated

Two sets of stakeholder consultation meetings are to be organised and held at three centres throughout the country. It is anticipated that the first set of meetings will be held fairly early on in the project to ensure that inputs are provided and the second set of public meetings will be held more or less when the outputs of the literature review are known and a concept for the standards has been formulated. The project partners will provide funding for the venues and catering and the consultant team will be responsible for all other activities. The website is to go live after the inception meeting is held and is to stay live through the duration of the project. The project team is to manage the web site traffic on a daily basis and respond to queries and requests.

<table>
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<tr>
<th>Table 4: Success indicator</th>
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<tbody>
<tr>
<td><strong>Description</strong></td>
</tr>
<tr>
<td>Public outreach programme initiated</td>
</tr>
</tbody>
</table>

7.5 Immediate Objective E – learning from experience

7.5.1 Objective – International and national literature review undertaken

In order to gain insight from conservation and planning documents undertaken by Local Municipalities internationally and nationally an international and national literature review is to be undertaken. The focus of the literature review should be on identifying information and methodologies used by local municipalities internationally and nationally to support planning processes. Three different planning documents are to be considered, SDFs, conservation plans, bioregional plans and EMFs. The following aspects among others must form part of the review:

- environmental criteria;
- spatial data sets and scales;
- How value is attributed to environmental criteria;
- conservation and green space target setting processes;
- trade off methodologies used prioritise certain land uses over others;
- mechanisms to decide between competing land uses;
- methodologies to determine levels of acceptable change; and
- Consultation undertaken.

The research is to be used to inform the standard to be prepared for SDFs in South Africa. Only high quality and environmental comprehensive SDFs (2 national and 2 international documents), bioregional plans (2 national documents) and conservation plans (2 national documents) and EMFs (1 national document) are to be considered. The objective of this activity is not about gap analysis but rather to identify aspects that could guide municipal planning which is considerate of environmental requirements focusing specifically on biodiversity. Attention must also be given to identifying the overlaps between the various documents. The intention is that the SDF should contain all the documentation which is usually required in the bioregional plan as well as the conservation plan to reduce the duplication in the production of environmental plans. The review is to consider the environmental information contained in inclusive SDFs, bioregional plans, conservation plans and EMFs, how value is determine for the environmental assets, what methodologies are employed to prioritise and make trade-offs between competing land
uses, what environmental targets are set and how they are set, how levels of acceptable change are determined etc. These considerations will be used in drafting the standard for SDFs.

7.5.2 Outputs – International and national literature review report
The literature review is to produce a comprehensive report outlining the experience gained from the review of international and local planning and conservation documents. The report is to provide guidance for consideration through the development of the standard and must therefore provide factual and concrete inputs and is not to provide high level conceptual ideas. The report is to identify the various environmental criteria considered in international planning documents, the scales, the methodology used to determine the levels of acceptable change and conservation targets as well as how priorities where afforded to land uses and how competing land uses were considered and resolved. The report is also to document duplications between plans.

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<tr>
<th>Table 5: Success indicator</th>
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<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td>Literature review report</td>
</tr>
</tbody>
</table>

7.6 Immediate Objective F – Environmental sector engagement

7.6.1 Objective – Focus group meetings planned
In order to ensure that the needs of specific sectors are considered it will be necessary to hold focus meetings with certain sectors including conservation NGOs, business including mining and Local Government among others. The consultant team will be required to convene these meetings, to provide the secretarial services and to update the comments and responses document based on the deliberations. Approximately 8 focus group meetings are to be budgeted for with half being undertaken in Johannesburg and half being in other regions and travel may be required. The Project Partners will present the outputs at the DRDLRs SPLUMA forum, the DEA Local Government Task Team and the Working Group structures.

7.6.2 Outputs – Focus group meetings convened
Eight Focus Group meetings with various important sector stakeholders are to be convened and documented at relevant times within the project.

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<tr>
<th>Table 6: Success indicator</th>
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<tbody>
<tr>
<td>Description</td>
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<tr>
<td>Focus group meetings held.</td>
</tr>
</tbody>
</table>
7.7 Immediate Objective G – Environmental Status Quo

7.7.1 Objective – Identify environmental criteria for inclusion in the standard

Based on the findings of the literature review, the knowledge of the consultant team and expert reference group, the most important environmental criteria to be documented and considered in the standard as part of the environmental status quo are to be identified. The draft environmental status criteria to be included in the standard and determined in the SDF, including the appropriate scale of the information where relevant, must be consulted with the governance structure set up as well as a broader stakeholder audience at the stakeholder meeting to be convened through Objective D.

Among others it is anticipated that the following environmental criteria would be included:

- Protected areas
- Critical Biodiversity Areas
- Ecological Support Areas
- Environmental features (rivers, wetlands, hydrological zones, coastal and dunes, ridges, conservation and biodiversity priority areas)
- Forest patches
- Tree lined roads
- Open space areas transformed and untransformed (parks, cemeteries)
- Recreational areas
- Cultural and heritage areas of importance
- Tourist attractions
- Government and municipal buildings (greening & renewable energy opportunities)
- Areas of high agricultural potential (pivot irrigation, greenhouses)
- Areas of alien vegetation
- Habitats for threatened biodiversity species
- Water catchments
- Current land use
- Services (railways, roads, pipelines, waste water treatment facilities)
- Valuable geological assets
- Mining areas (current and past including degraded lands)
- Valuable landscapes

7.7.2 Outputs – Environmental criteria for inclusion in the standard identified

Draft environmental criteria are identified in consultation and documented in a draft environmental criteria’s document. An appropriate scale at which the attribute is to be identified is also required. The document together with other outputs are to be consulted with stakeholders at the sector stakeholder meetings identified in Objective D.

Table 7: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
</table>

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7.8 Immediate Objective H – Data package and data gap analysis

7.8.1 Objective – Identify and collate relevant data

Having access to spatially available environmental data to prepare SDFs will be important to ensure appropriate integration of environmental issues with a focus on biodiversity into spatial planning. As such the consultant team, in consultation with the DEA, SANBI, DRDLR, provincial and local stakeholders, the PSC and the ERG is to identify and collect the relevant spatial data identified and prepare a package of data including meta data to be freely available to local municipalities for use in the development of SDFs. In addition where criteria identified in Objective G is not available spatially or is not available spatially at the required scale, this information is to be identified and documented. The intention would be for the project partners to either commission the data generation or to gather the data through their own departments. The intended outcome of this objective is for local municipalities to have at their disposal and without cost, environmental information required to deliver SDFs which are able to be merged and are based on the same information which is the most up to date information available at the time. This information pack is to be enhanced and updated by the project partners into the future.

7.8.2 Outputs – Spatial data packs and gap analysis document

Working in close cooperation with all project partners and stakeholders the consultant team is to source and collect all information identified as being relevant for the status quo analysis which is the desired outcome of Objective D. It is not required that the consultant team will pay for any data. Should data need to be purchased this will be purchased by the project partners on an open source contract. All information collected through this objective is to be accompanied by meta data which meets the requirements of the project partners and must be discussed and confirmed at the inception meeting. Where information is not available or is not available in the required scale this must be included in a report which is to be submitted as an output of this objective.

Table 8: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
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</thead>
<tbody>
<tr>
<td>Data package and gap analysis report</td>
<td>Relevant data for the criteria identified in objective D is to be collated and packaged into a data pack with supporting meta data. Where information is not available or is not available in the required scale a data gap analysis report is to be prepared.</td>
<td>Data package and gap analysis report available</td>
</tr>
</tbody>
</table>

7.9 Immediate Objective I – Classification and articulation of ecological assets

7.9.1 Objective – Methodologies to determine ecological value identified

Considering the outcomes of the literature review, inputs from focus group meetings and based on the expertise of the consultant team, once the environmental criteria have been agreed and relevant environmental features identified and mapped, methodologies to determine the relative value of these environmental assets must be identified. This should be done in a two-step process. The first step is to identify the manner in which the importance of the environmental attribute are to be described by the SDF. The second step is to identify how to attach a value to the environmental asset. These two steps will provide the information which must be considered in the priority setting phase of a SDF, when a balance needs to be struck and certain trade-offs need to be made between competing land uses. For the first step it is anticipated that guidance on how to describe aspect would be sufficient, for example “the ratio of open space to people living in the area is x currently while the international standard is y” and “there is x
areas of high biodiversity that supports y species of importance”. For the second step which is to determine the value of the asset, a combination of methodologies may need to be used to determine these relative values, for example it may be possible to use a formula to determine the financial value derived between differing land uses, or it may be necessary to identify that there is only x of a certain vegetation type available therefore it may be necessary to protect all or part of the remainder of the vegetation type, it may also be that x amount of water is recharged from a specific catchment therefore it is an irreplaceable water resource which must be fully protected, or a certain species of bird needs x hectares of a certain vegetation type to breed and maintain a healthy population, or a calculation could be used to determine job creation possibilities for a variety of land uses etc. These are merely example of what is intended and the consultant team should apply themselves to providing methods to determine suitable “value” to certain ecological assets to be used when making decisions in situations where competing land uses exist.

7.9.2 Outputs – Methodologies to determine ecological value consulted and finalised

Once the draft methodologies for determining the “value” of certain ecological assets have been determined, they need to be consulted and finalised. A municipality must be able to clearly understand how to describe the asset and attach a value to it in the SDF using the agreed methodology.

Table 9: Success Indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Methodologies to determine ecological value identified and consulted</td>
<td>Methodologies to determine the value of ecological assets are determined and consulted.</td>
<td>Methodologies to determine ecological value available.</td>
</tr>
</tbody>
</table>

7.10 Immediate Objective J – Environmental objective and target setting

7.10.1 Objective – Outline the objective setting, environmental targets and acceptable levels of environmental change

Having identified and described the environmental status quo of a municipal area and having identified the value of environmental assets, the process should now provide guidance on environmental objective setting. The SDF standard must explain the objective setting stage and the methods for setting such objectives including targets and acceptable levels of change. In order to do this the consultant team, drawing from the literature review, the stakeholder consultation and the consultant team’s experience, the team is to determine and propose a draft list of environmental attributes on which targets must be set at a municipal level. There should then be a recommendation on which to set within the SDF standard and which to identify for setting by the province and local municipality through the SDF process including methodologies to be used to set these targets. Methodologies for determining acceptable levels of change also need to be identified through this objective. This process must consider environmental targets already set in the CSIR Guidelines for the Provision of social Facilities in South African Settlements 2012 referred to as “the red book”®. The objective setting process should also be outlined including the various steps require.

7.10.2 Outputs – Consult and finalise the objective setting process, the environmental targets and methodologies for setting them

The aspects on which environmental targets are to be set, actual targets and methodologies to targets as well as the acceptable levels of change must be consulted with relevant stakeholders and then finalised ready for inclusion in the SDF standard. The steps and outputs of the objective setting process are also to be finalised.

Table 10: Success indicator

7.11 Immediate Objective K – Trade-offs, offsets and decision making

7.11.1 Objective – Determine methodologies for determining balance between competing land uses
Considering the available relevant national literature (e.g. Land Use Suitability and Assessment Criteria being prepared by DRDLR), and using the outputs of the literature review report, inputs from relevant stakeholders and the consultants expertise, methodologies must be determined which would allow for the prioritisation of a land-use when there are competing land uses for a specific area. Cognisance needs to be taken of meeting the targets set in Objective J and the overall objective of sustainable development.

7.11.2 Outputs – Finalise methodologies for determining balance between competing land uses
In closer collaboration with DRDLR with respect to their Land Use Sustainability and Assessment Criteria, the consultant team must prepare draft methodologies for prioritising between competing land uses. These methodologies must be consulted widely and then finalised for use in the drafting of the Minimum standards for the consideration of environmental aspects in Spatial Development Framework (SDF) in South Africa.

Table 11: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Methodologies for prioritising between competing land uses determine</td>
<td>Methodologies for prioritising between competing land uses are to be determined keeping in mind the objectives of sustainable development</td>
<td>Consulted methodologies for prioritising between competing land uses available</td>
</tr>
</tbody>
</table>

7.12 Immediate Objective L – Parameters for exclusion of listed activities

7.12.1 Objective – Provide set of parameters for the identification of a list of activities to be excluded from the requirement for obtaining Environmental Authorisation based on the application of the minimum environmental standard for the development of SDFs
Through a comprehensive assessment of the activities listed in the Environmental Impact Assessment Regulations, 2014, a set of parameters through which a list of activities could be excluded from the requirement to obtain Environmental Authorisation prior to commencement based on the application of the minimum environmental standard for Municipal SDF is to be identified for discussion. It is intended that the list is comprehensive while maintaining environmental protection.

Once the project partners have approved the draft list it is to be consulted with various stakeholders.
This task is also to consider how the SDF will formally represent the biodiversity plan and conservation plan for the municipal area and how this can be legally adopted.

7.12.2 Output – A set of parameters for the list of activities to be excluded from the requirement for obtaining Environmental Authorisation based on the application of the minimum environmental standard for the development of SDFs

The consultant team is to consult on a set of parameters for the proposed list of activities which can be excluded from the requirement to obtain environmental authorisation with stakeholders. All comments and inputs are to be incorporated to produce a final draft list of activities.

A plan for adopting the SDF as the conservation and biodiversity plan is also to be drafted.

Table 12: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
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<tbody>
<tr>
<td>A set of parameters for the list of activities which can be excluded from requiring EA on the basis of applying the minimum environmental standard for the development of Municipal SDFs, and a plan for adopting the SDF as the conservation and biodiversity plan is to be drafted.</td>
<td>A list of activities which can be excluded from requiring EA on the basis of applying a minimum environmental standard for the development of Municipal SDFs identified, consulted and finalised. A proposal on how to adopt the SDF developed in line with the standard as the conservation plan and the biodiversity plan is also to be considered through this objective.</td>
<td>Final list of activities which can be excluded from requiring EA on the basis of applying the minimum environmental standard for the development of Municipal SDFs available. In addition a plan for adopting the SDF as the conservation and biodiversity plan is to be available.</td>
</tr>
</tbody>
</table>

7.13 Minimum standards for the consideration of environmental aspects in Spatial Development Framework (SDF) in South Africa developed

7.13.1 Objective – Draft minimum standard for the consideration of environmental aspects in SDFs

Using the outputs of objectives G to K and having implemented the consultation identified in objectives A – F the consultation team is to prepare a draft Minimum standard for the consideration of environmental aspects in SDFs in South Africa. The standards are to cover but not to be limited to the following aspects:

- Environmental Status Quo
- Classification and articulation of ecological assets
- Environmental objective and target setting
- Trade-offs and decision making
- Mechanism for dealing with competing land uses
- Environmental zoning and buffer setting

Once the project partners have approved the draft standards the public consultation process is to commence. There will be at least a three month delay before the comments are received. The consultant team must make provision for this delay.
7.13.2 Output – Finalise the minimum standard for the consideration of environmental aspects in SDFs

The consultant team incorporate comments to the draft standards and prepare the final standard for gazetting by the project partners.

Table 13: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepare the final minimum standards for consideration of environmental aspects in SDF</td>
<td>The consultant team is to prepare a draft minimum standard for the consideration of environmental aspects in SDFs and then incorporate comments to finalise the standards.</td>
<td>Final Minimum standard for the consideration of environmental aspects in SDFs available</td>
</tr>
</tbody>
</table>

8 PERIOD/DURATION OF PROJECT

Project must be completed within 18 months after the signing of the SLA by all parties.

9 METHOD OF WORK

The consultant team will carry out the required work at the consultant’s home office. The consultant team is also to make provision for holding of internal Project Partner workshops on key outputs. A workshop will be held to discuss the draft documents produced for objective 8 to 13 (6 workshops in total). Three of these workshops should be planned with the Project Management Meetings to reduce costs. The project partners will provide the venue and refreshments for these workshops.

10 PROJECT MANAGEMENT

10.1 Project Director

The Chief Director: Integrated Environmental Management will be the Project Director of the technical aspects of the contract and the Project Leader: Biodiversity and Land Use Project within SANBI will be the Project Director for the consultation. The contracted consultants will be directed by and report to the Chief Director on the technical matters of the contract and the Project Leader on the consultation. These two Project Directors will be responsible for the ongoing management of the Service Agreement.

10.2 Project Team

The Project team will comprise of the Chief Director: Integrated Environmental Management (IEM) Support, the Director: IEM Systems and Tools from the DEA, the Project Leader Biodiversity and Land Use Project, the Specialist Advisor: Planning and Land Use Management, the Specialist Advisor: Environmental Management from SANBI as well as the Chief Director: Spatial Development Planning and the Director: Environmental Planning Services from the DRD LR. The day to day management of the project will be the responsibility of the Director: IEM Systems and Tools.

11 PROPOSAL AND COMPREHENSIVE BUDGET

When submitting a proposal in response to this Terms of Reference the consultants is to provide one proposal but two separate itemised budgets in the number of copies as indicated below. The first budget is to deal with the technical aspects of the proposal dealing with Objectives 1, 2, 5, 7, 8, 9, 10, 11, 12 and 13. The second is to deal with Objectives 2, 4 and 6 as well as disbursements including venues, catering, travel, accommodation, printing and other reimbursable costs. The proposal must include the following:

- A record of experience of the consultancy in undertaking similar work, the record is to include actual projects
- The environmental, planning and GIS expertise of the consultancy
• The methodology to be used to achieve the objectives (this input must add value to the current methodology described in the TOR)
• The personnel to be allocated to each objective and time to be spent per objective

The itemised budget must include the following:
• The personnel to be allocated to each objective and the time to be spent per objective
• The hourly cost of each staff member
• The time to be spent by each staff member per objective

The technical proposal including the consultation proposal (identified separately) must be provided in one envelope and the budget amount inclusive of VAT must be provided in a separate envelope. CVs including names, formal education, language capabilities, gender, detailed employment record, description of relevant project experience (including actual input into previous similar projects and level of responsibility) must accompany the proposal.

12 MANDATORY REGISTRATION REQUIREMENTS

The consultant team must include professional team members registered with the following bodies (at least one team member must be registered for each registration body).

Must be completed by bidder by answering yes or no and attach proof.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Comply: Yes or No</th>
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<tbody>
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<td>PLATO</td>
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<td>SACPLAN</td>
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13 PROJECT INFORMATION MANAGEMENT

13.1 Internal Consultancy Communication
All decisions, suggestions, recommendations, reports, etc. concerning the consultancy must be submitted in writing. All documents shall be prepared in MS Word and bar charts and spread sheets in either MS Project or in Microsoft Excel. All required reports per deliverable must be submitted to the DEA and SANBI Project Directors in 2 hard copies as well as on an appropriate electronic storage medium (disk or CD) in the original MS Word version of the document. The GIS data must meet the meta-data requirements of the project partners.

13.2 External Consultancy Communication
All communication will be the responsibility of the project partners. The consultant team may not publish any document or outputs of the project without the written permission of the project partners. All complaints, press/media queries and requests for media inputs must be referred to the DEA and SANBI Project Directors. All presentations and papers must acknowledge the relevant project partners in a manner which is appropriate which includes, where relevant co authorship.

14 SPECIAL CONDITIONS OF CONTRACT
• The performance measures for the delivery of the minimum standard for the consideration of environmental aspects in SDFs will be closely monitored by DEA.
• The Programme manager will do the ongoing management of the Service agreement.

• The consultant team must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at least a month is required in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.

• All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.

• DEA is not bound to select any of the firms submitting proposals. DEA reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.

• Bidders must score a minimum of 75% for stage 1 (functionality/technical) of the evaluation to qualify for stage 2 (price and B-BBEE) of the evaluation.

• The proposal should include, amongst other, the following:
  o A proposed plan of action;
  o A list of references;
  o Ability to ensure continuing of staff on the project.

• The original Tax Clearance Certificate must be submitted together with the bid and the pin issued by SARS to the supplier. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the bid.

• Certified copies of the Tax Clearance Certificate will not be acceptable.

• In bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate Tax Clearance Certificate before the Adjudication Committee. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the bid.

• Comprehensive Curriculum Vitae’s of the staff who will be available for the duration of the work must be attached.

• The bid proposals should be submitted with all required information containing technical information.

• DEA Entity Maintenance form included in the bid documents must be completed and returned with the bid proposals.

• 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).

• A breakdown of the hourly tariff inclusive of value-added tax for services rendered.

• Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.

• DEA will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.

• Travelling costs and time spent or incurred between home and office of consultants and DEA office will not be for the account of DEA.

• Intellectual property rights will belong to DEA and SANBI, this includes source codes, reports, GIS data etc.

• Bidders must submit two identical proposals for each bid clearly marked “original” and “copy”.

• DEA reserves the right to award the contract to one or more than one service provider.

• Progress reports (hard copy or soft copy) must be submitted quarterly, in both soft and hard copies.
Before any work can commence the service level agreement must be signed by all parties and an official order must be issued, and should there be any dispute regarding the finalisation of the agreement, DEA reserves the right to cancel the contract with no cost implications for the Department.

The evaluation of Bids can only be done on the basis of information required by the department.

Bidders failing to meet all the mandatory requirements will automatically be disqualified.

Service Providers are requested to submit the 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 or SWORN Affidavit certified by Commissioner of Oath together with their bids, to substantiate their B-BBEE rating claims, failing which the B-BBEE preference points claimed will be forfeited.

Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score zero (0) points out of 20/10 for B-BBEE.

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.

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.

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

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.

A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal of higher B-BBEE status level, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capability and ability to execute the sub-contract.

Prospective suppliers and/or public entities interested in pursuing opportunities with the Department and within the South African government, should be registered on the National Treasury Central Supplier Database. This self-registration application represents an expression of interest from the supplier to conduct business with the Department and the South African government.

Prospective suppliers and/or public entities must provide the department with their CSD registration number and unique reference number on submission of their bid proposals including those of sub-contractors and/or joint venture companies.

The following information must be endorsed on each envelope:

- Bid number:
- Closing date:
- Name of the Bidder:
- Technical Proposal or Financial Proposal

No financials should be included in the technical proposal (envelope). Failure to comply with these conditions may result in a bid being disqualified.
15 MANAGEMENT REPORTING

Three Project Management meetings are to be held and key staff should be present. The contracted consultant will compile and submit progress reports in the agreed format to the Project Directors with each invoice submitted for payment which clearly identifies the achievements in relation to the objectives.

16 PAYMENT TERMS

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

17 CONTACT PERSONS

Ms D Fischer, Chief Director Integrated Environmental Management Support, Tel: (012) 399 8843, Fax: (012) 399 9260, E-mail: dfischer@environment.gov.za

Ms Azisa Parker, Project Leader: Biodiversity and Land Use Project, SANBI, Tel: (021) 799 8736, Fax: 086 520 8160, E-mail: A.Parker@sanbi.org.za

18 EVALUATION CRITERIA

All bid proposals submitted will be evaluated in accordance with the 90/10 principle and the evaluation criteria should be as follows:

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

Stage1 evaluation criteria: The bidder must score a minimum of 75% during Stage 1 (functionality/technical) of the evaluation to qualify for Stage 2 of the evaluation where only points for price and B-BBEE will be considered. The adjudication of price will exclude the travel and disbursements related to travel.

<table>
<thead>
<tr>
<th>No.</th>
<th>Category</th>
<th>Weight/Value</th>
<th>Score</th>
<th>Total (Weight x Value awarded)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>FUNCTIONALITY</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>The experience of the bidders to carry out the work (GIS, spatial and land use planning, specialist biodiversity/ecosystems functioning, environmental management) and the track record of the bidders in undertaking similar work before.</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Expertise of the team members and the time to be spent by these experienced team members on the tasks</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bidders understanding of the brief and the initial ideas and</td>
<td>30</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
description of the methodologies to be considered to achieve the objectives

|   | Bidders proposal identifying all tasks and allocated time per output for the various team members | 20 |

STAGE 2

<table>
<thead>
<tr>
<th>B.</th>
<th>PRICE</th>
<th>90</th>
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<tbody>
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NB: 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 a maximum of 10 points for B-BBEE.

IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE EVALUATION CRITERIA IDENTIFIED IN SECTION 18 ABOVE.
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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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 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;
- 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
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 the Department will not held liable for any delayed payments as a result of incorrect information supplied.

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### New Detail

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- [ ] Update Supplier information

**Supplier Type:**
- [ ] Individual
- [ ] Department
- [ ] Company
- [ ] Trust
- [ ] Partnership
- [ ] Other (Specify)

**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).

<table>
<thead>
<tr>
<th>Account Name</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Branch Name</td>
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<tr>
<td>Branch Number</td>
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</tbody>
</table>

**Bank screen info**

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

<table>
<thead>
<tr>
<th>Account Type</th>
<th></th>
<th>Cheque Account</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Savings Account</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Transmission Account</td>
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<td></td>
<td>Bond Account</td>
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<td></td>
<td></td>
<td>Other (Please Specify)</td>
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<td></td>
</tr>
</tbody>
</table>

| ID Number |   |   |   |   |   |
| Passport Number |   |   |   |   |   |
| Company Registration Number |   /   /   /   |
| *CC Registration |   |   |   |   |   |
| *Please include CC/CK where applicable |

**Supplier Contact Details**

| Business |   |   |   |   |   |
| Home |   |   | Area Code |   |   | Telephone Number |   |   | Extension |
| Fax |   |   | Area Code |   |   | Telephone Number |   |   | Extension |
| Cell |   |   | Area Code |   |   | Fax Number |   |   |   |
| Email Address |   |   |   |   |
| Contact Person: |   |   |

| Supplier Signature |   |
| Print Name |   |
| Date (dd/mm/yyyy) |   |

**NB: All relevant fields must be completed**