INVITATION TO BID

BID REFERENCE NUMBER: E 1434


Contact person:
Name: Ms Marlanie Sargonum Moodley
Office Telephone No: (012) 399 8916/9293
E-MAIL: mmoodley@environment.gov.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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<tr>
<td></td>
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<td>Main contractor</td>
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<td>Sub-contracted/ joint venture comp 1</td>
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<td></td>
<td></td>
<td></td>
<td>Sub-contracted/ joint venture comp 2</td>
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</table>

THERE WILL BE NO BRIEFING SESSION FOR THE TENDER

CLOSING DATE OF THE BID: 09 FEBRUARY 2018 AT 11H00
**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

**BID NUMBER:** E1434  **CLOSING DATE:** 09-02-2018  **CLOSING TIME:** 11:00

**DESCRIPTION**


THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

**BID RESPONSE DOCUMENTS SHOULD BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**Department of Environmental Affairs; The Environment House,**

473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road,

Arcadia Pretoria /Tshwane

**SUPPLIER INFORMATION**

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<tr>
<th>NAME OF BIDDER</th>
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<th>POSTAL ADDRESS</th>
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<th>E-MAIL ADDRESS</th>
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<th>VAT REGISTRATION NUMBER</th>
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<tr>
<th>TCS PIN:</th>
<th>OR</th>
<th>CSD No:</th>
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<thead>
<tr>
<th>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]</th>
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<tr>
<td>□ Yes</td>
</tr>
<tr>
<td>□ No</td>
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<table>
<thead>
<tr>
<th>IF YES, WHO WAS THE CERTIFICATE ISSUED BY?</th>
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</thead>
<tbody>
<tr>
<td>□ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)</td>
</tr>
<tr>
<td>□ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)</td>
</tr>
<tr>
<td>□ A REGISTERED AUDITOR</td>
</tr>
</tbody>
</table>

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES & QSES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<table>
<thead>
<tr>
<th>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes</td>
</tr>
</tbody>
</table>

[IF YES ENCLOSE PROOF]

<table>
<thead>
<tr>
<th>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes</td>
</tr>
</tbody>
</table>

[IF YES ANSWER PART B:3 BELOW ]

**SIGNATURE OF BIDDER**

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

**DATE**

<table>
<thead>
<tr>
<th>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</th>
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<tr>
<th>TOTAL NUMBER OF ITEMS OFFERED</th>
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</tbody>
</table>

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**

**TECHNICAL INFORMATION MAY BE DIRECTED TO:**

<table>
<thead>
<tr>
<th>DEPARTMENT/ PUBLIC ENTITY</th>
<th>CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Department of Environmental Affairs</td>
<td>Ms Marlanie Sargonum Moodley</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr Jonas Nkitseng or Mr Samuel Mofokeng</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TELEPHONE NUMBER</th>
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<tbody>
<tr>
<td>(012) 399 8916/9233</td>
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<table>
<thead>
<tr>
<th>FACSIMILE NUMBER</th>
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<tr>
<td>012 399 9055/9056</td>
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</table>
**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS) MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? □ YES □ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? □ YES □ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? □ YES □ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? □ YES □ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NAME OF BIDDER: ………………………………………………………………………… BID NO: E 1434
CLOSING TIME 11:00
CLOSING DATE: 09-02-2018

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

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

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<th>R-------------------</th>
<th>days</th>
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</table>

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.

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

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>
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<td>R........</td>
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<tr>
<td>TOTAL:</td>
<td></td>
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<td>R…………</td>
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6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

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

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

*[DELETE IF NOT APPLICABLE]*

Any enquiries regarding bidding procedures may be directed to the –

Department of Environmental Affairs

**Contact Person:** Mr Samuel Mofokeng / Mr Jonas Nkitseng
**Tel:** (012) 399 9057 or (012) 399 9055
**E-mail:** SMofokeng@environment.gov.za or JNkitseng@environment.gov.za

Or for technical information –

**Technical Contact Persons:**
**Name:** Ms Marlanie Sargonum Moodley
**Office Telephone No:** (012) 399 8916/9293
**E-MAIL:** mmoodley@environment.gov.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?

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

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

<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>
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4 DECLARATION

I, THE UNDERSIGNED (NAME)………………………………………………………………………………

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

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

.................................................. .........................................................
Position                          Name of bidder

November 2011
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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


1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3 Points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contributor.

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

<table>
<thead>
<tr>
<th>Points</th>
<th>PRICE</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>80</td>
<td>20</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

(a) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) “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 goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) “prices” includes all applicable taxes less all unconditional discounts;

(h) “proof of B-BBEE status level of contributor” means:
   1) B-BBEE Status level certificate issued by an authorized body or person;
   2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

\[\begin{align*}
P_s &= \text{Points scored for price of bid under consideration} \\
P_t &= \text{Price of bid under consideration} \\
P_{\text{min}} &= \text{Price of lowest acceptable bid}
\end{align*}\]

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (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>
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<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = maximum 20 points

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted?

(Percentage)

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 or QSE

(*Tick applicable box*)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at least 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Black people living in rural or underdeveloped areas or townships
Cooperative owned by black people
Black people who are military veterans

OR

Any EME
Any QSE

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: .................................................................

8.2 VAT registration number: ...........................................................

8.3 Company registration number: ....................................................

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

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

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

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

..........

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 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
paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution.

WITNESSES
1. ...........................................
2. ...........................................

SIGNATURE(S) OF BIDDERS(S)

DATE: ...........................................
ADDRESS ...........................................
.............................................

WITNESSES
1. ...........................................
2. ...........................................

SIGNATURE(S) OF BIDDERS(S)

DATE: ...........................................
ADDRESS ...........................................
.............................................
TERMS OF REFERENCE

DIRECTORATE: ENTERPRISE GEOSPATIAL INFORMATION
MANAGEMENT

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CONSULTANCY INFORMATION SUMMARY

<table>
<thead>
<tr>
<th>PROJECT / JOB TITLE:</th>
<th>Consultancy to assist the Department of Environmental Affairs (DEA) in partnership with the Department of Rural Development and Land Reform (DRDLR) in the production of national 2017/18, 2023/2024 land cover, land cover change for identified classes for 2020/2021 including the methodology, models and tools used to create the defined outputs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>KEY QUALIFICATION:</td>
<td>GIS and Remote Sensing, Natural Resource management, Systems design and modelling and proven experience in land cover mapping. Project management</td>
</tr>
<tr>
<td>KEY EXPERIENCE:</td>
<td>Systems design and modelling and proven experience in land cover mapping. Project management</td>
</tr>
<tr>
<td>DESIRED START DATE:</td>
<td>January 2018</td>
</tr>
<tr>
<td>LOCATION:</td>
<td>Department of Environmental Affairs, Pretoria</td>
</tr>
<tr>
<td>COMPONENT:</td>
<td>Enterprise Geospatial Information Management</td>
</tr>
<tr>
<td>REPORTING TO:</td>
<td>Chief Director: Integrated Environmental Management Support</td>
</tr>
<tr>
<td>PERIOD OF CONTRACT:</td>
<td>60 to 72 months from the date of the signing of the Service Level Agreement (SLA)</td>
</tr>
</tbody>
</table>

1 PURPOSE
This document provides the terms of reference for a consultancy to assist the Department of Environmental Affairs (DEA) in partnership with Department of Rural Development and Land Reform (DRDLR), hereafter referred to as the project partners, to develop a fully automated modelling process for the production of national land cover for 2017/2018 and 2023/2024 as per the gazetted land cover classes, and land cover change for identified classes for 2020/2021. The methodology, models and tools created for the project must be provided as an output, to allow the project partners to produce or request land cover or run land cover change analysis independently or contractually in the future.

2 INTRODUCTION AND BACKGROUND
The Spatial Data Infrastructure Act, Act No. 53 of 2003 identifies the DRDLR as the data custodian coordinator for South Africa for national land cover data but also allows for sector Departments to take custodianship of the data required for their specific sector. DEA has formally requested custodianship of the environmental sector data through a request to the Committee for Spatial Information and is committed to enhancing the availability of spatial data for the environmental sector.

In line with DRDLR’s mandate the Department has facilitated the production of land cover data intermittently since 1990. The most recent land cover data was produced in 2013/2014 for 72 classes which were informed by the IPCC guidelines and purchased through a partnership between DRDLR and
DEA in 2014. The 2013/2014 land cover data was made available through an open access license agreement, and has been used extensively since its release to enhance planning and decision making. The two Departments wish to continue providing updated land cover data for the newly gazette standardized land cover classes level 1 – 3 on a five-year to six-year basis and land cover change every two to three-years. In order to achieve this objectives, DRDLR have recently requested through a bid process, land cover change for a number of determined classes that are comparable to land cover 2013/2014.

In addition to the land cover for 2017/2018, the project partners require the services of a competent consultancy to develop a fully automated process to produce land cover and land cover change for identified classes into the future.

The project will have three distinct phases which will end within 6 months, 30 months and 60/72 months respectively after the initiation of the project.

3 PROBLEM ANALYSIS

Land cover data is required by a number of sectors for various purposes which include planning, environmental sensitivity identification, compliance monitoring, etc. The data is required to be produced at agreed intervals and be consistent to allow for tracking of changes in land cover over time.

The preparation of land cover data is the responsibility of DRDLR as the mandated co-ordinating department for spatial mapping. DEA however, also has a role in that the department is responsible for the conservation and protection of the environment and is therefore required to prepare information and data on environmental features including biodiversity, and sensitive ecosystems etc. Land cover data in South Africa has been produced intermittently since 1990. These data sets have, however, not been standardised on classes, methodologies or scale and have not been produced to conform to an agreed timeframe.

Between 2016 and 2017 the DRDLR, through the Land Cover Community of Practice has standardised the land classes to be used for land cover on 4 levels through a gazetting process. These standardised land classes now provide the basis on which all future land cover data must be prepared on. There has also been a commitment to update land cover data on a five-year to six-year basis and to do land cover change on a two to three-year basis for identified classes.
The two departments must now deliver on their commitment to provide the updated land cover and land cover change as per identified classes. They wish to do this through a consultancy and through the preparation of an automated process which will allow future land cover and land cover change for identified classes to be carried out by the relevant departments independently or contractually in the future.

4 STRATEGY ANALYSIS
Given the problem outlined above, the following strategy has been devised for the consultancy that is the subject of these terms of reference.

4.1 Building on existing information and spatial data
All existing information relevant to this work must be considered and the project is to build on existing knowledge from both national and international sources. The following initiatives are specifically relevant to this terms of reference and must be considered through the process:

- The gazetted standard land cover classes, level 1 - 3;
- The existing Land-Cover 2013/14 dataset and the algorithms and methodologies used to create this dataset;
- The work being undertaken to determine the 2017/2018 land cover change through the DRDLR bid; and
- Any relevant land cover change initiatives undertaken to date.

All data acquired or developed must meet the Metadata SANS (1878) standards and will be the property of the project partners on completion of the various phases of the project to be made available to the general public on an open licence arrangement.

5 OVERALL OBJECTIVE
The overall objective of the consultancy is framed as:
To ensure that land cover of consistent quality is freely available to the public every five or six years to facilitate informed environmental planning and decision making and to provide land cover change for identified land cover classes every two to three years.

6 IMMEDIATE PROJECT OBJECTIVE
By the second quarter of the 2018/2019 financial year, to produce a fully automated modelling process for the generation of land cover as well as to detect and report on land cover change for identified land
classes and through this process to deliver 2017/2018 and 2023/2024 land cover as per the gazetted land cover classes, levels 1 – 3 and land cover change for 2020/2021.

6.1 Immediate Objective A – Project initiation

6.1.1 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 work plan is then to be developed by the consultant team.

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

A half-day internal inception workshop will be held where the various aspects of the project will be discussed and agreed to. Following the workshop, a comprehensive work plan is to be drawn up by the consultant team, which will identify all tasks, allocate staff, identify timeframes and ensure coordination. The work plan is to be approved by the Project Director within DEA 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 and a detailed work plan approved.</td>
<td>Inception workshop held and detailed work plans developed.</td>
<td>Approved work plan available.</td>
</tr>
</tbody>
</table>

6.2 Immediate Objective B – Consultation

6.2.1 Objective – An expert reference group established

In order for the project to benefit from a broad range of views from experts in the field, a reference group of experts is to be set up and is to meet at the initiation of the project and at each milestone of the project. The group is expected to provide assistance and technical insights. The participant list is to be finalised at the inception meeting. It is anticipated that four Expert Reference Group (ERG) meetings will be held through the duration of the project.

6.2.2 Outputs – Expert reference group meetings convened

In consultation with the project partners, an expert reference group is to be set up by the consultancy. The reference group will be chaired by DEA but the content and technical debate is to be managed by the consultant team. The initial request for representation will be managed by the project partners after which all administration and logistics must be managed by the consultant team. Administration activities include sending out invitations, minute taking and distribution and agenda preparation (after input from the
project partners). Venues from the project partners or the consultant team will be made available at no change, however catering, including the payment of catering must be undertaken by the consultant team. Comments provided and views of the expert reference group must be considered in the further development of the project outputs.

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 as required.</td>
<td>Minutes of meetings and attendance registers available.</td>
</tr>
</tbody>
</table>

6.3 Immediate Objective C – Concept and methodology for the automated modelling process proposed

6.3.1 Objective – Concept and proposed methodology prepared and consulted

The consultant team is to prepare and consult on a concept for the design of the automated modelling process for land cover, and land cover change for the identified land cover classes providing percentage of change, interclass and the class change. The model must be a configurable to allow flexibility and allow for the models to be used by various multispectral sensors/datasets in future.

6.3.2 Outputs – Concept and proposed methodology approved

The consultant team is to consult on the concept for the design of a configurable automated modelling process for land cover, and land cover change and reporting for the identified land classes, consider and include relevant comments before finalising the concept for approval by the project partners. The 2013-2014 land cover must be used as a baseline for the required land cover mapping. The models and tools should use open source software, programming and language in line with current technology available. A national land cover compatible with the standard land cover classes, levels 1 – 3 as included in Annexure 1, and must be based on Landsat 8 and Sentinel satellite imagery. The land cover change detection including percentage of change, interclass and class change must be for classes as included in Annexure 2.

Table 3: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concept and methodology for the automated modelling process proposed and consulted</td>
<td>Concept document inclusive of input from stakeholders approved by the project partners.</td>
<td>Concept document and minutes of the consultation meeting available.</td>
</tr>
</tbody>
</table>
6.4 Immediate Objective D – Automated modelling process produced

6.4.1 Objective – automated models for land cover and land cover change for identified classes developed

Once consultation on the concept of the modelling processes and reporting template has been complete, the consultant team is to produce the land cover model, as well as the model for the land cover change which identifies and reports on percentage of change, interclass and the class change for land cover. The reporting template for land cover change including layout and design is also to be prepared. The objective of the project partners is to be able to reproduce the land cover and land cover change as required based on the models and model inputs provided. The models are to be demonstrated to the project partners and the expert reference group.

6.4.2 Outputs – automated model for land cover and land cover change for identified land cover classes produced

The model for land cover for the standardised land cover classes’ levels 1 – 3 is to be produced, together with a written up methodology. The model for determining land cover change for land cover classes, attached as Annexure 2 to this terms of reference is also to be produced including the proposed standard report template. The methodology used, information, data and inputs used in the model are to be provided as part of this output. Data is to be provided in TIFF and IMG Format. The models are to use open source programming, language and software. This output is part of phase one which must be completed and the outputs provided to the project partners within 6 months of the project initiation.

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automated model for land cover levels 1 – 3 and land cover change for identified land cover classes as per annexure 2 produced and handed over to the project partners</td>
<td>Models and templates for the ongoing preparation of land cover and land cover change for identified land cover classes produced, the methodologies written up and the outputs provided to the project partners.</td>
<td>Models, methodologies and change reporting template as well as minutes of consultation meeting available.</td>
</tr>
</tbody>
</table>


6.5.1 Objective - Land cover 2017/2018 and 2023/2024 and land cover change and land cover change reporting for 2020/2021

Using the models produced in output 6.4 the land cover for 2017/2018 and 2023/2024 is to be produced
for the standardised land classes levels 1 – 3. In additional the land cover change for identified land cover classes for 2020/2021 indicated in Annexure 2 is to be prepared. The information must be shared with the expert reference group.

6.5.2 Output 1- Land cover 2017/2018 and report

Land cover for 2017-2018 is to be produced for the standardised land classes levels 1 - 3. The land cover is to use the land cover for 2013/2014 as base information and must be provided in TIFF and IMG format and must be made available through a non-restrictive open licence to allow the partners to make the data freely available to the public. The 2017/2018 land cover must be provided as an output of phase one of the project which is to be prepared within 6 months of the project initiation.

6.5.3 Output 2- Land cover change 2020/2021 produced and report prepared

Land cover change 2020/2021 for the prioritised land classes is to be produced. The land cover change is to be produced using the model as produced in objective 6.4 with any updates to technology or inputs as required. The report on land cover change forms part of this output, the report must be in the agreed format and provide information on percentage change, interclass and class change. Information is to be produced in TIFF and IMG format and must be made available through a non-restrictive open licence to allow the partners to make the data freely available to the public. The 2020/2021 land cover change forms phase two of the project and must be produced within 30 months of the project. All updates of inputs must be provided to the project partners. All outputs must be shared with the expert reference group.

6.5.4 Output 3 - Land cover 2023/2024

Land cover for 2023-2024 is to be produced for the standardised land classes levels 1 - 3. The land cover must be prepared using the model as produced in objective 6.4 with any updates to technology or inputs as required. Information is to be produced in TIFF and IMG format and must be made available through a non-restrictive open licence to allow the partners to make the data freely available to the public. All updates of inputs must be provided to the project partners. The 2023/2024 land cover must be provided as an output of phase three of the project which is to be prepared within 60/72 months of the project initiation.

Table 5: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2017/2018 and 2023/2024 Land cover and land cover change for 2020/2021 and land cover report for identified land cover classes as indicated in Annexure 1 available.

Updated land cover for 2017/2018 and 2023/2024 and land cover change for identified land classes produced.

2017-2018 land cover data for land cover classes levels 1 – 3 available within 6 months of the initiation of the project on an open licence. Attendance register of the expert reference group available.

Land cover change for 2020/2021 for identified land classes available together with the reports within 30 months of the initiation of the project on an open licence. Attendance register of the expert reference group available.

2023/2024 land cover data for land cover classes levels 1 – 3 available within 60/72 months of the initiation of the project on an open licence. Attendance registers of the final expert reference group available.

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training of the project partners on the maintenance and updating of the models as created by the consultancy.</td>
<td>The project partners are able to run and maintain the model and produce the land cover or land cover change into the future.</td>
<td>Attendance register of training sessions available.</td>
</tr>
</tbody>
</table>

### 6.6 Immediate Objective F - Training and skills transfer

#### 6.6.1 Objective – The project partners are able to maintain and update the information used in the models

The project partners must be trained to enable them to run land cover and to in the future.

#### 6.6.2 Outputs – Training is provided on the maintenance of the models and geographic tools to allow the project partners to run land cover

Training modules are prepared and undertaken to allow the project partners to take responsibility to maintain and update the methodology, models and tools. Training of identified specialist on the models and the products as per each output.

**Table 6: Success indicator**

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training of the project partners on the maintenance and updating of the models as created by the consultancy.</td>
<td>The project partners are able to run and maintain the model and produce the land cover or land cover change into the future.</td>
<td>Attendance register of training sessions available.</td>
</tr>
</tbody>
</table>
6.7 Immediate Objective G – Internship programme implemented

6.7.1 Objective – Identification of an intern

Within one month of the project initiation, the consultancy must identify and employ a young unemployed graduate to be employed as a candidate in training for 18 months of the project funded through this TOR. The intern must be afforded every opportunity to participate in this project and develop skills. On appointment, the intern must be register as a candidate in training with the SAGC, and must through the 18-month period be mentored and must be registered as a profession in the chosen field. When appointing the intern, consideration must be given to the demographics of the country and the transformation agenda of government.

6.7.2 Output – Employment of an intern

The consultant team must identify and employ a suitable unemployed graduate to be employed for 18 months of the project. The candidate must be registered as a candidate in training at the start of the employment period and must be registered as a professional in his/her chosen field after the 18-month period. The candidate is to work on the project and be exposed to all the work of the consultancy during this period.

Table 7: Success indicator

<table>
<thead>
<tr>
<th>Description</th>
<th>Verifiable Indicator</th>
<th>Means of verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Graduate identified and employed.</td>
<td>The development of land cover and models has the possibility to contribute significantly to the development of young professionals. Through this project and for a duration of 18-months a graduate is to be employed to assist with the technical work to be undertaken.</td>
<td>Employment letter, professional registration.</td>
</tr>
</tbody>
</table>

7 ACTIVITIES

Specific activities to be carried out by the consultant in generating the above outputs must be detailed in a proposed work-plan to be approved by the Chief Director: Integrated Environmental Management Support. The work-plan is to be signed off after an inception meeting with the consultant team.

8 INPUTS AND BUDGET

In order to generate the above outputs, the Department of Environmental Affairs will cover the expenses relating to the consultancy fees.
9  METHOD OF WORK

The consultancy is also to make provision for holding of internal Project Management meetings on key outputs. Half yearly project management meetings will be held and four ERG meetings should be planned for. Four of the project management meetings can be held back to back with the expert reference group meetings to reduce costs.

10  PROJECT MANAGEMENT

The development of the methodology for Land-Cover and land cover change is a joint project between the DEA and DRDLR although the project will be funded through the DEA budget. The project will be managed through a Project Management team made up of DEA and DRDLR officials. The consultant team will report to the DEA Project Leader on deliverables and financial matters and to the Project Director on day to day technical aspects of the project. The Project Leader with recommendation from the Project Director will be responsible to sign off on invoices and documents as required. The Project Management team will meet prior to the expert reference group when possible and it is anticipated that ten meetings will be held through the duration of the contract. The consultant team is required to make all logistical arrangements for the meeting including the arranging of venues (free venues from project partners or consultant team) and refreshments. DEA will chair all meetings, however, the consultant team is to facilitate the meetings and provide high level input into these meetings, and is required to provide the secretariat services and to prepare agenda and minutes of the meetings. Venues are to be in-house venues without cost and catering is to be included in the project cost.

10.1 Project Leader and Project Director

The Project Leader will be the Chief Director: Integrated Environmental Management Support and the Project Director will be the Director: Enterprise Geospatial Information Management. The Project Leader is responsible for the on-going management of the service level agreement and the Project Director is responsible for the quality and timeliness of the outputs as well as the day to day technical matters.

10.2 Project Team

The Project team will comprise of the Chief Director: Integrated Environmental Management Support, the Director: Enterprise Geospatial Information Management, the Deputy Director of data operations EGIM-DEA, other stakeholders within DEA that have a requirement from the deliverable as defined in internal Project Committee documentation, and the Project Partner: DRDLR. The day to day management of the project will be the responsibility of the Director: Enterprise Geospatial Information Management.
11 COSTING AND PROPOSAL

When submitting a proposal in response to this Terms of Reference the consultants is to provide two envelopes the one containing the technical proposal and the other containing the itemised budget inclusive of VAT. 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.

The technical proposal must include the following:

- A record of experience and evidence of undertaking land cover work and building associated models; and
- The approach and methodology to be used to achieve the objectives of this terms of reference (this input must add value to the current methodology described in the TOR).

The itemised budgets must include the following:

- The personnel to be allocated to each objective and time to be spent per objective, this is a mandatory requirement and failure to provide this will disqualify the tender;
- The hourly cost of each staff member;
- The personnel to be allocated to each objective, the time to be spent per objective and the cost of each staff member;
- The overall cost of each objective;
- The overall cost of the technical proposal including VAT;
- Disbursements including travel, car rental, accommodation, catering, printing etc.

Proposals not conforming to the requirements of section 11 will not be considered.

12 MANDATORY REGISTRATION REQUIREMENTS

The consultant team must include professional team members registered with the SAGC/Geomatics body (at least two team members for the required registration body). The certificates of registration must be provided as part of the proposal. Should registration not be attached the proposal will be disqualified. The project leader must be registered under the category of Professional GISc Practitioner.
12.1 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. Land cover must be structured in a TIFF and IMG format. The data shall be reference to the WGS84 ellipsoid, Hartebeesthoek 94 datum and must be in a geographical co-ordinate and projected co-ordinated system and all required reports and data must be submitted to the Project Director in 2 hard copies as well as on an appropriate electronic storage medium (disk or CD). The Land-Cover methodology document must meet data requirements of the project partners. Intellectual property rights will belong to DEA and DRDLR, this includes, reports, models, and all GIS/remote sensing datasets generated through the project.

12.2 External Consultancy Communication

All communication will be the responsibility of all project partners. The consultant team may not publish any document or outputs the project without the written permission of the project partners.

13 CONTINUITY AND PROFILE OF CONSULTANT ON THE PROJECT

Two project team members (leaders), one of which must be the Project Manager must be full time employees of the consultancy. In addition, the consultancy must guarantee the presence of their respective Project Manager. If the Project Manager has to leave the project, a period of at least a month is required in which they must work in parallel with their replacements (i.e. a senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.

Any staff appointed as a subcontractor must be clearly identified as a subcontract. Relevant documentation to be filled in.

14 TIMING AND IMPLEMENTATION

The project will commence, following the signing of a contract between the Department and the successful consultancy. The project life is expected to be of a duration of no longer than sixty months from the signing of the SLA, unless unforeseen issues arise and unless agreed to by both the project partners and the consultancy.

15 CONDITIONS OF THE BID

- The preferred bidder will be required to sign a formal contract with the Department.
• The DEA will not be held responsible for any costs incurred by the bidder in the preparation and submission of the proposal submitted.

• Please take note that neither DEA is not bound by the proposal and its annexures. DEA reserves the right not to award the bid and not to award the contract to the lowest bid price. DEA also reserves the right to re-negotiate the price of the preferred applicant.

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

• Bidders must score a minimum of 75% for stage 1 which is the technical proposal to qualify for stage 2 which comprises of the price and B-BBEE evaluation.

• **Bidders must submit their proposal in two envelopes.**
  
  o The first envelope is to contain the technical proposal including the following:
    
    ▪ The valid and original Tax Clearance Certificate issued by SARS;
    ▪ Entity registration Certificate (CK1)
    ▪ The proposal dealing with the technical aspects and the staff time for all objectives including the consultation objectives, the consultation and disbursements (for consultation meetings, food for consultation meetings where this is required (no refreshments are required for stakeholder meetings), disbursements including travel, accommodation etc.)
    ▪ The profile of the company including the experience and a record of similar work undertaken before
    ▪ The CVs of the staff to be assigned to the project, as well as their responsibilities;
    ▪ Proof of registration with the various profession bodies as outlined in section 12 above
    ▪ Agreements between service providers in the case of a joint venue/consortium of sub-contract arrangement;
    ▪ Letters of authority to sign documents on behalf of the company/joint venue/consortium
  
  o The second envelope must contain the financial breakdown as identified as per the requirements of section 11 above
• The following documents must be endorsed on each envelope:
  o Bid number
  o Closure date
  o Name of the Bidder
  o Technical or financial proposal

• Bidders are required 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 performance 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 bidder process. They will score zone (0) points out of 20 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 or 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 with 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.

• The original Tax Clearance Certificate must be submitted together with the bid. Failure to supply 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 accepted).

• 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. Failure to submit the original and valid Tax Clearance Certificate for either of the bidders in the joint venue, consortia or sub-contract will invalidate the bid.

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

• 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).

• Expenditure incurred which is not part of the agreed budget will not be for the account of DEA.

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

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

16 INHERENT REQUIREMENTS OF THE JOB – COMPETENCY PROFILES

<table>
<thead>
<tr>
<th>Consultant team</th>
<th>In order to carry out the contract efficiently and effectively, the consultancy must have specialist knowledge of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Knowledge</td>
<td>• Data collection</td>
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<tr>
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<td>• Research</td>
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<td></td>
<td>• Spatial and land use planning</td>
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<td>• Integrated environmental management</td>
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<td>• Biodiversity and ecological systems functioning</td>
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<td>• Application of models</td>
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<td>• Scenario planning</td>
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<td>• Environmental impact management</td>
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<td>• Town and regional planning</td>
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<td>• Development Planning including IDPs</td>
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<td>• Agricultural Development Planning</td>
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<td>• Social Impact Assessment and Management</td>
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<tr>
<td></td>
<td>• Expert Remote sensing expertise</td>
</tr>
<tr>
<td></td>
<td>• Land Cover management</td>
</tr>
</tbody>
</table>

In order to carry out the contract efficiently and effectively, the consultant must have general knowledge of:
Environmental issues, especially those relating to Remote sensing capabilities.
Planning legislation and the planning framework
Governmental standard administrative procedures.
General management practices including report writing and project management

2. Skills
- Leadership
- Analytical thinking (advanced)
- Strategic thinking (advanced)
- Innovative thinking
- Communication (spoken & written)
- Mentoring (advanced)

3. Learning field
Remote Sensing, biodiversity and spatial planning and Land Cover management

4. Learning indicator
Within the team there must be at least a Master’s degree Remote Sensing
Professionally registered GIS Practitioner
10 or more years of experience in the area of Remote Sensing or land Cover planning

5. Personal attributes
- Ability to work in a multi-skilled team
- Ability to gather and analyse information
- Ability to work under pressure
- Ability to take expert advice
- Self-motivating
- Objective
- Integrity
- Ability to translate complex technical information into a form that is accessible to various stakeholders
- Ability to develop and apply policies, standard procedures, etc.
- Ability to meet tight deadlines
- Ability to motivate staff

17 MANAGEMENT REPORTING
Ten project management meetings are to be held and key staff should be present. The consultancy 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.

18 PAYMENT TERMS
DEA 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 an outstanding information/work not submitted by the service provider until that outstanding information is submitted.

19 CONTACT PERSON
Mrs M Moodley, Project Director: Enterprise Geospatial Information Management (DEA), Tel: (012) 399 8916/9293, e-mail: mmoodley@environment.gov.za
20 EVALUATION CRITERIA

All bid proposals submitted will be evaluated in accordance with the 80/20 principle and the evaluation criteria should be as follows:

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

Stage 1 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>STAGE 1</th>
<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></td>
<td>FUNCTIONALITY</td>
<td>100</td>
<td></td>
<td></td>
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<tr>
<td>1</td>
<td></td>
<td>The experience of the company in undertaking Land Cover work before</td>
<td>20</td>
<td></td>
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<tr>
<td>2</td>
<td></td>
<td>Expertise of persons (qualification and experience)</td>
<td>20</td>
<td></td>
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<tr>
<td>3</td>
<td></td>
<td>Consultants understanding of the brief and comprehensive description of the approach and methodologies to be considered (i.e. value add to the project)</td>
<td>30</td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td>Consultants proposal correctly identifying all tasks and allocating time per output as well as various team members to each task</td>
<td>30</td>
<td></td>
<td></td>
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</tbody>
</table>

<p>| STAGE 2 | | | |
|---------| | | |
| B.      | PRICE | 80 | |
| C.      | B-BBEE status level contributor | Number of points (80/20) | |
| 1       | 20 | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>2</td>
<td>18</td>
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<td>14</td>
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<td>12</td>
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<td>7</td>
<td>4</td>
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<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

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 20 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 20 ABOVE.
Annexure 1

BID REFERENCE NUMBER: E 1434
SOUTH AFRICAN LAND COVER CLASSES AND DEFINITIONS APPROVED IN TERMS OF SPATIAL DATA INFRASTRUCTURE ACT NO 54, 2003

ABSTRACT

The South African user needs survey of land cover classes and definitions conducted in May- June 2016 concluded on the classes and definitions listed in this document. The demand to have a standardised and compatible the land cover data sets it’s important for the mapping and monitoring wide areas in a consistent manner. These classes are developed in a hierarchical structure because it offers the consistency and accommodates different levels of information depending on the scale of mapping and the source data used for mapping. The structure has 4 levels and can be defined as higher to lower level. The higher levels are defined as analytical criteria and at the lower levels the analytical criteria increases. Class criteria are not repeated per level. Level 4 is a class measure which is based on the source data to be used during mapping, it also dependent on the scale of mapping. Those class measures that have not identified measure, the end use can
identify them based on the user's requirement. Classes and definitions are important in order to develop sustainable land cover mapping, a harmonised collection of data at any scale. This means that any land cover data identified anywhere in South Africa is readily accommodated in this structure of classes and definitions. The definitions of classes considered all South African legislation affected in order to have the same meaning of class.
### Class: No 1

**Level 1: Class**

**Class Definition**

- **Forest land**
  - Land with natural or planted woody vegetation of any height greater than 2.5m; of which the canopies cover more than 5% of the land area; including land which is temporarily barren, but bears evidence of recent previous tree cover. This land cover class excludes fynbos and karoo shrubland, as well as tree crops cultivated for the production of food or beverages; e.g. tea plantations, vineyards, and orchards of fruit and nut crops.

<table>
<thead>
<tr>
<th>Class: No</th>
<th>Level 2: Class</th>
<th>Class Definition</th>
<th>Class: No</th>
<th>Level 3: Class</th>
<th>Class Definition</th>
<th>Level 4: Class Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1.1</td>
<td>Natural wooded land</td>
<td></td>
<td>1.1.1</td>
<td>Contiguous Forest</td>
<td>Natural woody vegetation of any height that is not Fynbos or Karoo shrubland. Canopies of the wooded vegetation layer cover more than 75% of the land surface.</td>
</tr>
<tr>
<td></td>
<td>1.1.2</td>
<td>Dense forest and woodland</td>
<td>1.1.2</td>
<td></td>
<td></td>
<td>Natural woody vegetation of any height that is not Fynbos or Karoo shrubland. Canopies of the wooded vegetation layer cover less than 75% and more than 35% of the land surface.</td>
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<tr>
<td></td>
<td>1.1.3</td>
<td>Open woodland</td>
<td>1.1.3</td>
<td></td>
<td></td>
<td>Natural woody vegetation of any height that is not Fynbos or Karoo shrubland. Canopies of the wooded vegetation layer cover less than 35% and more than 10% of the land surface.</td>
</tr>
</tbody>
</table>

**Level 3: Class**

- **Contiguous Forest**
  - Natural woody vegetation of any height that is not Fynbos or Karoo shrubland. Canopies of the wooded vegetation layer cover more than 75% of the land surface.

**Level 4: Class Measure**

- **Very high**
  - Contiguous Forest > 20m
- **High**
  - Contiguous Forest > 12m <20m
- **Medium high**
  - Contiguous Forest >6m <12m
- **Low**
  - Contiguous Forest <2.5m <6m

- **Very high**
  - Dense forest and woodland >20m
- **High**
  - Dense forest and woodland >12m <20m
- **Medium high**
  - Dense forest and woodland >6m <12m
- **Low**
  - Dense forest and woodland <2.5m <6m

- **Very high**
  - Open woodland > 20m
- **High**
  - Open woodland >12m <20m
- **Medium high**
  - Open woodland >6m <12m
- **Low**
  - Open woodland <2.5m <6m
<table>
<thead>
<tr>
<th>Class: No</th>
<th>Level1: Class</th>
<th>Class Definition</th>
<th>Class: No</th>
<th>Level2: Class</th>
<th>Class Definition</th>
<th>Class: No</th>
<th>Level3: Class</th>
<th>Class Definition</th>
<th>Level 4: Class Measure</th>
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</thead>
<tbody>
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<td></td>
</tr>
<tr>
<td>1.1.4</td>
<td>Sparsely wooded land</td>
<td>Natural woody vegetation of any height that is not Fynbos or Karoo shrubland. Canopies of the wooded vegetation layer cover less than 10% and more than 5% of the land surface.</td>
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<tr>
<td>1.1.5</td>
<td>Thicket</td>
<td>Areas typically including all woody, self-supporting, single or multi stemmed plants with, in most cases no clearly definable structure. Essentially an indigenous species, growing under natural or semi-natural conditions (although it may include some areas of self-seeded exotic species, especially along riparian zones).</td>
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<tr>
<td>1.2</td>
<td>Planted forest</td>
<td>All areas of systematically or randomly planted (or cultivated), woody vegetation composed primarily of exotic species or indigenous species. Category includes both young and mature tree stands; excludes all non-woody species (such as sisaal), as well as woody crops mainly grown for food and beverages (e.g. tea, vineyards, citrus or nut crops).</td>
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<tr>
<td>1.2.1</td>
<td>Contiguous planted forest</td>
<td>All areas of systematically planted (or cultivated), man-managed vegetation composed of, primarily exotic species (including hybrids), with greater than 75% canopy cover.</td>
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</table>

Level 4: Class Measure

- Very high Sparsely wooded land > 20m
- High Sparsely wooded land > 12m < 20m
- Medium high Sparsely wooded land > 6m < 12m
- Low Sparsely wooded land < 2.5m < 6m
- Very high Contiguous planted forest > 20m
- High Contiguous planted forest > 12m < 20m
- Medium high Contiguous planted forest > 6m < 12m
- Low Contiguous planted forest < 2.5m < 6
<table>
<thead>
<tr>
<th>Class: No</th>
<th>Level 1: Class</th>
<th>Class Definition</th>
<th>Level 2: Class</th>
<th>Class Definition</th>
<th>Level 3: Class</th>
<th>Class Definition</th>
<th>Level 4: Class Measure</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td>1.2.2</td>
<td>Dense planted forest</td>
<td>All areas of systematically planted (or cultivated), man-managed vegetation composed of primarily exotic species (including hybrids) with canopy cover between 35% - 75%.</td>
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<td>1.2.3</td>
<td>Open planted forest</td>
<td>All areas of systematically planted (or cultivated), man-managed vegetation composed of primarily exotic species (including hybrids) with canopy cover between 10% - 35%.</td>
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<td>1.2.4</td>
<td>Sparse planted forest</td>
<td>All areas of systematically planted (or cultivated), man-managed vegetation composed of primarily exotic species (including hybrids) with canopy cover between 5% - 10%.</td>
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<td>Very high Dense planted forest &gt; 20m</td>
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<td>High Dense planted forest &gt; 12m &lt;20m</td>
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<td>Low Dense planted forest &lt;2.5m &lt;6m</td>
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<td>Very high Open planted forest &gt; 20m</td>
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<td>Medium high Open planted forest &gt;6m &lt;12m</td>
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<td>Low Open planted forest &lt;2.5m &lt;6m</td>
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<td>Very high Sparse planted forest &gt; 20m</td>
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<td>High Sparse planted forest &gt; 12m &lt;20m</td>
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<td>Medium high Sparse planted forest &gt;6m &lt;12m</td>
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<td></td>
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<td>Low Sparse planted forest &lt;2.5m &lt;6m</td>
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<tr>
<td>Class:</td>
<td>Level 1:</td>
<td>Class Definition</td>
<td>Class:</td>
<td>Level 2:</td>
<td>Class Definition</td>
<td>Class:</td>
<td>Level 3:</td>
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<td>Class</td>
</tr>
</tbody>
</table>
|       |         |                  |       |         |                  |       |         |                  | 1.2.5 Temporary unplanted: Plantation areas that were clear-felled and have not been replanted yet. Currently denuded of plantation trees but the intent exists that it will be re-forested in future. One has to keep this as a separate class because:  
• this class indicates timber harvesting  
• there can theoretically be transition to a new species or other type of land cover  
• there is no species current – one would only be able to identify a species retrospectively (i.e. previous images). |
|       |         |                  |       |         |                  |       |         |                  | 1.2.6 Other tree stands: Mainly mixed species, multiple age class, irregularly spaced. Area of various tree species of mostly exotic trees as groups in small plots or stands. |

Temporary unplanted: Plantation areas that were clear-felled and have not been replanted yet. Currently denuded of plantation trees but the intent exists that it will be re-forested in future. One has to keep this as a separate class because:

• this class indicates timber harvesting
• there can theoretically be transition to a new species or other type of land cover
• there is no species current – one would only be able to identify a species retrospectively (i.e. previous images).

Mainly mixed species, multiple age class, irregularly spaced. Area of various tree species of mostly exotic trees as groups in small plots or stands.
<table>
<thead>
<tr>
<th>Class: No</th>
<th>Level 1: Class</th>
<th>Class Definition</th>
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</thead>
</table>
| 2        | Shrubland      | Shrublands or the shrub class is the community dominated by low, woody, self-supporting, multi-stemmed plants branching at or near the ground, between 0.2 m > 5 m in height, and with a total tree cover < 0.1 %.

<table>
<thead>
<tr>
<th>Class: No</th>
<th>Level 2: Class</th>
<th>Class Definition</th>
</tr>
</thead>
</table>
| 2.1      | Shrubs         | Shrubs are typically broad-leaved or bushes, frequently deciduous. They are largely classified as woody vegetation with a height lower than 5 m (from LCML glossary).

<table>
<thead>
<tr>
<th>Class: No</th>
<th>Level 3: Class</th>
<th>Class Definition</th>
</tr>
</thead>
</table>
| 2.1.1    | Closed shrubland | Shrublands or the shrub class is a class dominated by low, woody, self-supporting, multi-stemmed plants branching at or near the ground, between 0.2 m and 2 m in height, and with a plant canopy greater than 75%.

<table>
<thead>
<tr>
<th>Class: No</th>
<th>Level 4: Class Measure</th>
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</thead>
<tbody>
<tr>
<td>2.1.2</td>
<td>Dense shrubland</td>
</tr>
</tbody>
</table>
|          | Shrublands or the shrub class is a class dominated by low, woody, self-supporting, multi-stemmed plants branching at or near the ground, between 0.2 m and 2 m in height, and with plant canopy between 35% - 75%.

<table>
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<tr>
<th>Class: No</th>
<th>Level 4: Class Measure</th>
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<tbody>
<tr>
<td>2.1.3</td>
<td>Open shrubland</td>
</tr>
</tbody>
</table>
|          | Shrublands or the shrub class is the community dominated by low, woody, self-supporting, multi-stemmed plants branching at or near the ground, between 0.2 m and 2 m in height, and with plant canopy between 10% - 35%.

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<thead>
<tr>
<th>Class: No</th>
<th>Level 2: Class</th>
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</table>
| 2.2      | Karoo and fynbos shrubland | Typically areas dominated by dwarf shrubs generally less than 1 m high.

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<thead>
<tr>
<th>Class: No</th>
<th>Level 3: Class</th>
<th>Class Definition</th>
</tr>
</thead>
</table>
| 2.2.1    | Fynbos         | Fynbos is a fire-prone shrubland dominated by small-leaved, evergreen shrubs typically occurring on nutrient poor sandy soils, also on limestone, leached clay soils and gravelly soils.

<table>
<thead>
<tr>
<th>Class: No</th>
<th>Level 4: Class Measure</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Very high Fynbos (Supply values)</td>
</tr>
<tr>
<td></td>
<td>High Fynbos (Supply values)</td>
</tr>
<tr>
<td></td>
<td>Medium high Fynbos (Supply values)</td>
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<tr>
<td></td>
<td>Low Fynbos (and burnt) (Supply values)</td>
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<tr>
<td>Class:</td>
<td>Level1:</td>
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<tr>
<td>No</td>
<td>Class</td>
</tr>
<tr>
<td>3</td>
<td>Grassland</td>
</tr>
</tbody>
</table>

**Class**:

- **No**: The specific class number.
- **Level1**: The level of the class definition.
- **Class Definition**: The description of the class.

**Level 2 and Level 3**:

- **Class Definition**: Further details related to the class definition.
- **Level 4: Class Measure**: The measure or characteristics associated with the class.

**Examples**:

- **Karoo shrubland**: Area dominated by dwarf shrubs (generally less than 1 m tall) intermixed with grasses, succulents, geophytes and annual forbs.
- **Succulent Karoo**: Areas dominated by leaf-succulent shrubs typically occurring in areas dominated by winter rainfall distribution in South Africa.
<table>
<thead>
<tr>
<th>Class: No</th>
<th>Level 1: Class</th>
<th>Class Definition</th>
<th>Class: No</th>
<th>Level 2: Class</th>
<th>Class Definition</th>
<th>Class: No</th>
<th>Level 3: Class</th>
<th>Class Definition</th>
<th>Level 4: Class Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Waterbodies</td>
<td>This class includes all natural and artificial surface water features. This category entails permanent and seasonal features such as rivers, pans, major reservoirs, farm-level irrigation dams, pans, lakes, lagoons and flooded mine pits</td>
<td>4.1</td>
<td>Natural</td>
<td>Waterbodies occurring naturally in a landscape.</td>
<td>4.1.1</td>
<td>Rivers</td>
<td>Perennial and non-perennial flowing rivers which can be subdivided into permanent or seasonal rivers.</td>
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<td></td>
<td>4.1.2</td>
<td>Estuaries and lagoons</td>
<td>Waterbodies associated with oceans which occur at the mouth of rivers or are replenished by tidal flow.</td>
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<td></td>
<td>4.1.4</td>
<td>Ocean</td>
<td>Saltwater waterbodies.</td>
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<td>4.1.5</td>
<td>Lakes</td>
<td>Large standing waterbodies with fresh water.</td>
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<td>4.1.6</td>
<td>Pans</td>
<td>Pans that contain surface water at the time of observation.</td>
<td>Perennial Pans</td>
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<td></td>
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<td></td>
<td></td>
<td>Non-perennial pans</td>
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<tr>
<td>4.2</td>
<td>Artificial</td>
<td>Waterbodies formed through human intervention (artificial).</td>
<td>4.2.1</td>
<td>Dams</td>
<td>Infrastructure constructed for the purpose of water use whereby a dam wall is built interrupting the flow of rivers.</td>
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<td></td>
<td>4.2.2</td>
<td>Canals</td>
<td>Artificial waterway largely used for agricultural purposes.</td>
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<td>4.2.3</td>
<td>Sewage pods</td>
<td>Infrastructure constructed by building wall for the purpose of sewage treatment and that’s where sewage ends.</td>
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<td>4.2.4</td>
<td>Flooded mine pits</td>
<td>Waterbodies associated with or created by mining activities</td>
<td></td>
</tr>
<tr>
<td>Class: No</td>
<td>Level 1: Class</td>
<td>Class Definition</td>
<td>Class: No</td>
<td>Level 2: Class</td>
<td>Class Definition</td>
<td>Class: No</td>
<td>Level 3: Class</td>
<td>Class Definition</td>
<td>Level 4: Class Measure</td>
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<tr>
<td>5</td>
<td>Wetlands</td>
<td>Natural or artificial areas where the water level is permanently or temporarily at (or very near) the land surface, typically covered in either herbaceous or woody vegetation cover. The category includes fresh, brakish, salt-water conditions and floating vegetation but excludes areas with only occasional flooding. Examples include reed-marsh or papyrus-swamp.</td>
<td>5.1</td>
<td>Herbaceous wetlands</td>
<td>These are wetlands covered in permanent or seasonal herbaceous vegetation, whose boundary is mapped on the bases of observable surface vegetation patterns.</td>
<td>5.1.1</td>
<td>Rooted</td>
<td>Rooted herbaceous wetland thrive in waterlogged soils and produce extensive root systems. These includes plants such as typha domingensis.</td>
<td>5.2</td>
</tr>
<tr>
<td>6</td>
<td>Barren land</td>
<td>Barren lands are described as natural and artificial non-vegetated areas, (excluding features such as agricultural fields with no crop cover, and mining activities and built-up), where the substrate or soil exposure is clearly apparent.</td>
<td>6.1</td>
<td>Consolidated</td>
<td>Natural areas of exposed rock or permanently dry-pan (or hard-pan) associated with a surface crust. Agricultural fields with no crop cover, and open cast mines and quarries are excluded. The surface may consist of large coarse fragments.</td>
<td>6.1.1</td>
<td>Natural rock surface</td>
<td>Areas with exposed rock surface</td>
<td>6.1.2</td>
</tr>
<tr>
<td>Class: No</td>
<td>Level1: Class</td>
<td>Class Definition</td>
<td>Class: No</td>
<td>Level 2: Class</td>
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<td>Class Definition</td>
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<td>7</td>
<td>Cultivated</td>
<td>Cultivated lands are areas where the natural vegetation has been removed and replaced by a different type of vegetative cover either on an annual or perennial basis through human intervention and seasonal modification with the intent to harvest. The surface may be temporarily without vegetative cover.</td>
<td>6.2.2</td>
<td>Sand dunes</td>
<td>These are ridges or hills of sand which are common features of shoreline and desert environment. They provide habitat for plants and animals including rare and endangered species.</td>
<td>7.1</td>
<td>Permanent crops</td>
<td>Lands cultivated with crops that occupy the area for periods longer than two growth seasons and are not replanted after harvest. Replantation can however occur after the lifespan of the specific crop. Examples would include tea plantations, vineyards, sugarcane and citrus orchards, hops and nuts.</td>
<td>7.1.1</td>
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<td>Class: No</td>
<td>Level1: Class</td>
<td>Class Definition</td>
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<td>Level2: Class</td>
<td>Class Definition</td>
<td>Class: No</td>
<td>Level3: Class</td>
<td>Class Definition</td>
<td>Level4: Class</td>
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<td>7.1.2</td>
<td>Drylands</td>
<td>Areas with no additional water source used during the growing periods of the crop and relies on natural water sources (rain) for watering the crop.</td>
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<td>7.2</td>
<td>Temporal crops</td>
<td>Land under temporal crops (i.e. annuals), that are harvested at the completion of the growing season, that remains fallow until replanted. Temporal crops may include crops that are on the land for two sequential growth seasons and then harvested. Examples would include grain crops, legumes, vegetables, sugarcane and planted pastures.</td>
<td>7.2.1</td>
<td>Irrigated</td>
<td>This refers to production practices that mostly rely on additional water sources during the growth period of the crop. This additional water can be from any water source (borehole, dams, rivers etc.) and applied to the crop through various irrigation mechanisms (pivot, drip, drag line etc.).</td>
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<td></td>
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<td></td>
<td>7.2.2</td>
<td>Drylands</td>
<td>Areas with no additional water source used during the growing period of the crop and only natural water sources (rain) are available to the crop.</td>
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<td>7.3</td>
<td>Fallow land and old fields</td>
<td>Areas that were previously cultivated and have been left undisturbed, allowing natural vegetation to return.</td>
<td>7.3.1</td>
<td>Fallow land</td>
<td>Areas that are regularly cultivated but where the existing land or land cover is temporarily uncovered (not exceeding a period of ten years). This can be due to seasonal changes, financial constraints or as a result of crop specific production practices.</td>
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<td>7.3.2</td>
<td>Old fields</td>
<td>A previously cultivated area that has been left undisturbed for a period of 10 years or more and where the natural vegetation has returned. The upper layer of the soil has been disturbed due to human intervention.</td>
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<td>Class: No</td>
<td>Level 1: Class</td>
<td>Class Definition</td>
<td>Class: No</td>
<td>Level 2: Class</td>
<td>Class Definition</td>
<td>Class: No</td>
<td>Level 3: Class</td>
<td>Class Definition</td>
<td>Level 4: Class Measure</td>
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<td>8</td>
<td>Built-up</td>
<td>A generic class, essentially comprising all built-up areas, in which people reside on a permanent or near-permanent basis, identifiable by the high density of residential and associated infrastructure. Includes both towns, villages, and where applicable, the central nucleus of more open, rural clusters, and urban periphery areas. This class also includes commercial, industrial, transportation and any other constructed areas (excluding mines and quarries).</td>
<td>8.1</td>
<td>Residential</td>
<td>Built-up non-linear areas in which people reside on a permanent or near-permanent basis. This includes villages, formal and informal settlements from high to low building density.</td>
<td>8.1.1</td>
<td>Formal</td>
<td>All structures built on a planned, and formal infrastructure base (typically observed through a road infrastructure)</td>
<td>High density</td>
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<td>Medium density</td>
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<td></td>
<td>Low density</td>
</tr>
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<td>8.2</td>
<td>Village</td>
<td>Occurs within a rural environment which can be scattered or dense and may include farm stands.</td>
<td>8.2.1</td>
<td>Scattered</td>
<td>Scattered or dispersed settlement is one of the main types of settlement patterns to classify rural areas in South Africa. These are characterised by vast distance between two households.</td>
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<tr>
<td>8.2.2</td>
<td>Dense rural</td>
<td>Dense rural settlements are characterised by rural dwellings close to each other.</td>
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<tr>
<td>8.2.1.1</td>
<td>Formal agriculture holdings, small holdings and peri-urban areas with similar characteristics.</td>
<td>8.2.1.1</td>
<td>Formal agriculture holdings, small holdings and peri-urban areas with similar characteristics.</td>
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<td>Class: No</td>
<td>Level 1: Class</td>
<td>Class Definition</td>
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<td>8.3</td>
<td>Urban vegetation</td>
<td>All transformed vegetation within built-up areas that cannot be classed under any other classes (forest land, shrubland, grassland or cultivated). It includes all open green spaces within an urban area, which provides for recreational activities. Examples include urban parks, playgrounds, paths, sports fields, golf courses and picnic areas.</td>
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<tr>
<td>8.4</td>
<td>Commercial</td>
<td>Built-up surface for non-residential areas used primarily for the conduct of commerce and other mercantile business, typically located in the central business district (CBD). Often consisting of a concentration of multi-level buildings, but also includes small commercial zones (i.e. spaza shops) within former black townships.</td>
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<tr>
<td>8.5</td>
<td>Industrial</td>
<td>A built-up surface for non-residential areas with major industrial (i.e. manufacture and/or processing of goods and products). Example would include office parks, industrial parks, power stations (renewable energy infrastructure), steel mills.</td>
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**Level 3: Class Definition**

<table>
<thead>
<tr>
<th>Class: No</th>
<th>Level 2: Class</th>
<th>Class Definition</th>
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</thead>
<tbody>
<tr>
<td>8.3.1</td>
<td>Recreationa l fields</td>
<td>Recreational fields may include sport grounds, golf course, urban parks and picnic areas.</td>
</tr>
<tr>
<td>8.4.1</td>
<td>Commercial</td>
<td>Built-up surface for non-residential areas used primarily for the conduct of commerce and other mercantile business, typically located in the central business district (CBD). Often consisting of a concentration of multi-level buildings, but also includes small commercial zones (i.e. spaza shops) within former black townships.</td>
</tr>
<tr>
<td>8.5.1</td>
<td>Light</td>
<td>Light industry are characterised by activities that produce relatively small amount of smoke and other effluents, noise and dust. Light industry includes facilities such as storage, clothes consumer electronics and home appliances manufactures</td>
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<td>Level1: Class</td>
<td>Class</td>
<td>Level 2: Class</td>
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<td>8.6 Transport</td>
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<td>Class</td>
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<td>Class Definition</td>
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<tr>
<td>9</td>
<td>Mines and quarries</td>
<td>Areas in which mining activity has been conducted. This includes both opencast mines and quarries, evaporative mines (salt mines) as well as surface infrastructure, mine dumps, etc. associated with underground mining activities.</td>
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<td></td>
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<td>9.2</td>
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<tr>
<td>Class: No</td>
<td>Level1: Class</td>
<td>Class Definition</td>
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<tr>
<td>9.3</td>
<td>Mine waste and resource dumps</td>
<td>Artificial dumps consisting of mine waste material or stock pile resources.</td>
</tr>
<tr>
<td></td>
<td>Stock piles</td>
<td>This is soil or rock pile material which is removed to gain access to buried ore when mining occurs.</td>
</tr>
</tbody>
</table>
Annexure 2

BID REFERENCE NUMBER: E 1434
<table>
<thead>
<tr>
<th>Nr</th>
<th>DEA NLC 2013-2014 Level 1</th>
<th>South African revised land cover classes Level 1 &amp; 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Forest</td>
<td>Natural wooded land</td>
</tr>
<tr>
<td>2</td>
<td>Thicket &amp; Dense Bush</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Woodland /Open-Bush</td>
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</tr>
<tr>
<td>4</td>
<td>Low Shrubland</td>
<td>Shrubland</td>
</tr>
<tr>
<td>5</td>
<td>Grassland</td>
<td>Grassland</td>
</tr>
<tr>
<td>6</td>
<td>Forest Plantation</td>
<td>Planted forest</td>
</tr>
<tr>
<td>7</td>
<td>Water</td>
<td>Waterbodies</td>
</tr>
<tr>
<td>8</td>
<td>Wetland</td>
<td>Wetlands</td>
</tr>
<tr>
<td>9</td>
<td>Bare</td>
<td>Barren land</td>
</tr>
<tr>
<td>10</td>
<td>Cultivated</td>
<td>Cultivated</td>
</tr>
<tr>
<td>11</td>
<td>Built-Up</td>
<td>Built-up</td>
</tr>
<tr>
<td>12</td>
<td>Mine</td>
<td>Mines and quarries</td>
</tr>
</tbody>
</table>
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>
</table>
| 4.1  | Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  
  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).  
  The Database of Restricted Suppliers now resides on the National Treasury’s website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page. | Yes | No |
| 4.1.1| If so, furnish particulars:                                                                                                                                                                           |     |    |
| 4.2  | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  
  The Register for Tender Defaulters can be accessed on the National Treasury’s website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page. | Yes | No |
| 4.2.1| If so, furnish particulars:                                                                                                                                                                           |     |    |
| 4.3  | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |
| 4.3.1| If so, furnish particulars:                                                                                                                                                                           |     |    |
| 4.4  | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
4.4.1 If so, furnish particulars:

SBD 8

CERTIFICATION

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

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

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

..............................................................................................................
Position          Name of Bidder

Jx365bW
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:_______________________________________________________

(Name of Bidder) that:

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
THE NATIONAL TREASURY

Republic of South Africa

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

(b) a cashier’s or certified cheque

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or
analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the supplier's 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;
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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier’s performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any
person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for Insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

<table>
<thead>
<tr>
<th>29. Governing language</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>30. Applicable law</td>
<td>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</td>
</tr>
</tbody>
</table>
| 31. Notices            | 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.  
31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice. |
| 32. Taxes and duties   | 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.  
32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.  
32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services. |
| 33. National Industrial Participation (NIP) Programme | 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. |
| 34. Prohibition of Restrictive practices | 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).  
34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. |
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
The Director General

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.

Please ensure information is validate as per required bank screens.

I/We understand that bank details provided should be exactly as per record held by the banks.

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

<table>
<thead>
<tr>
<th>Company / Personal Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Name</td>
</tr>
<tr>
<td>Trading Name</td>
</tr>
<tr>
<td>Tax Number</td>
</tr>
<tr>
<td>VAT Number</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Initials:</td>
</tr>
<tr>
<td>Full Names</td>
</tr>
<tr>
<td>Surname</td>
</tr>
<tr>
<td>Persal Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
</tr>
<tr>
<td>(Compulsory if Supplier)</td>
</tr>
<tr>
<td>Physical Address</td>
</tr>
<tr>
<td>Postal Address</td>
</tr>
<tr>
<td>Postal Code</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>New Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Supplier information</td>
</tr>
<tr>
<td>Update Supplier information</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supplier Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
</tr>
<tr>
<td>Company</td>
</tr>
<tr>
<td>Trust</td>
</tr>
<tr>
<td>CC</td>
</tr>
<tr>
<td>Other (Specify)</td>
</tr>
</tbody>
</table>

| Department Number          |
## Supplier Account Details

(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>Account Number</th>
<th>Branch Name</th>
<th>Branch Number</th>
</tr>
</thead>
</table>

### Bank screen info

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

### Account Type

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

### Supplier Contact Details

<table>
<thead>
<tr>
<th>Business</th>
<th>Area Code</th>
<th>Telephone Number</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home</td>
<td>Area Code</td>
<td>Telephone Number</td>
<td>Extension</td>
</tr>
<tr>
<td>Fax</td>
<td>Area Code</td>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>Cell</td>
<td>Area Code</td>
<td>Cell Code</td>
<td>Cell Number</td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Contact Person:   |           |                  |           |

| Supplier Signature|           |                  |           |

| Print Name        |           |                  |           |

| Date (dd/mm/yyyy) |           |                  |           |

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