INvITATION TO BID

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

BID NUMBER: E 1186 CLOSING DATE: 24-06-2011 CLOSING TIME: 11:00

DESCRIPTION: Appointment of a service provider for outsourcing of Overall Programme Management of Department of Environmental Affairs COP 17 projects for a period of seven months.

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

BID DOCUMENTS MAY BE POSTED TO DIRECTOR GENERAL: Department of Environmental Affairs.
P/Bag X447, PRETORIA 0001
OR
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) 2nd Floor, Fedsure Forum Building
C/o Van der Walt and Pretorius street, Pretoria

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

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

| NAME OF BIDDER                                      | ................................................................. |
| POSTAL ADDRESS                                    | ......................................................................... |
| STREET ADDRESS                                    | ......................................................................... |
| TELEPHONE NUMBER CODE .................. NUMBER       | ......................................................................... |
| CELLPHONE NUMBER                                  | ......................................................................... |
| FACSIMILE NUMBER CODE .................. NUMBER       | ......................................................................... |
| VAT REGISTRATION NUMBER                           | ......................................................................... |
| HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)? | YES / NO |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? | YES / NO (IF YES ENCLOSE PROOF) |
| DATE                                              | ......................................................................... |
| CAPACITY UNDER WHICH THIS BID IS SIGNED           | ......................................................................... |
| TOTAL BID PRICE .................................. TOTAL NUMBER OF ITEMS OFFERED | ............................................................... |
TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

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

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

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

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: .......................................................... BID NO.: E 1186

CLOSING TIME 11:00 ON 24 June 2011

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: Appointment of a service provider for outsourcing of Overall Programme Management of Department of Environmental Affairs COP 17 projects for a period of seven months INCLUSIVE OF VALUE ADDED TAX

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 VAT for the project.

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

4. PERSON AND POSITION HOURLY RATE DAILY RATE

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED RATE QUANTITY AMOUNT

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

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

TOTAL: R............................

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

7. Estimated man-days for completion of project

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

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.

Any enquiries regarding bidding procedures may be directed to the –

Environmental Affairs
315 Pretorius street
Pretoria
0002
(Second floor Fedsure Forum Building (Northern Tower))
Bidding Documents
MS. I. LENSLEY
Tel: (012) 310 3558

Or for technical information –

Ms. Geinashe Gcanga Tel. no (012) 395 1840 Fax no. (012) 322 2602 Email gcanga@environment.gov.za

Name of Bidder: .................................................................................................
Name of Bidder: ..............................................................
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 a price quotation, advertised competitive bid, limited bid or proposal). 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): ........................................

2.4 Company Registration Number: ....................................................................................

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, furnishing reasons for non-submission of such proof:

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

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

2.8.1 If so, furnish particulars:

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

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

-----------------------------------------------------------------------------------

-----------------------------------------------------------------------------------

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

2.10.1 If so, furnish particulars.

-----------------------------------------------------------------------------------

-----------------------------------------------------------------------------------

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

2.11.1 If so, furnish particulars:

-----------------------------------------------------------------------------------

-----------------------------------------------------------------------------------

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

Signature                      Date

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

Position                       Name of bidder

May 2011
THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement,
c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by
the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit
detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and

g. the contractor will submit bi-annual progress reports on approved plans to the
DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor)
and, therefore, does not involve the purchasing institution.
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

SERVICES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

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 R500 000; and
- the 90/10 system for requirements with a Rand value above R500 000.

1.2 The value of this bid is estimated to be above R500 000 and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>PRICE</th>
<th>TECHNICAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>70</td>
</tr>
</tbody>
</table>

1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS

(a) Historically Disadvantaged Individuals:

(i) who had no franchise in national elections before the 1983 and 1993 Constitutions 4
(ii) who is a female black / white 4
(iii) who has a disability 2

(b) Other specific goals (goals of the RDP- plus local manufacture)

(i) 
(ii) 
(iii) 
(iv) 

Total points for Price, HDI's and other RDP-goals must not exceed 100

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.
1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

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

2. GENERAL DEFINITIONS

2.1 "Acceptable bid" means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.2 "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, works or services.

2.3 "Comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

2.4 "Consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.5 "Contract" means the agreement that results from the acceptance of a bid by an organ of state.

2.6 "Specific contract participation goals" means the goals as stipulated in the Preferential Procurement Regulations 2001.

2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

2.7 "Control" means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.8 "Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.9 "Equity Ownership" means the percentage ownership and control, exercised by individuals within an enterprise.

2.10 "Historically Disadvantaged Individual (HDI)" means a South African citizen

   (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) ("the interim Constitution"); and/or

   (2) who is a female; and/or

   (3) who has a disability:

   provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

2.11 "Management" means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12 "Owned" means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
2.13 “Person" includes reference to a juristic person.

2.14 “Rand value” means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 “Small, Medium and Micro Enterprises (SMMEs) bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16 “Sub-contracting" means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.17 “Trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

2.18 “Trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

4.1 The bidder obtaining the highest number of points will be awarded the contract.

4.2 Preference points shall be calculated after prices have been brought to a comparative basis.

4.3 Points scored will be rounded off to 2 decimal places.

4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

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

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

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

\[\text{Ps} = \text{Points scored for price of bid under consideration}\]
\[\text{Pt} = \text{Rand value of bid under consideration}\]
\[\text{Pmin} = \text{Rand value of lowest acceptable bid}\]

6. **Points awarded for historically disadvantaged individuals**

6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

\[\text{NEP} = \text{NOP} \times \frac{\text{EP}}{100}\]

Where

\(\text{NEP} = \text{Points awarded for equity ownership by an HDI}\)
\(\text{NOP} = \text{The maximum number of points awarded for equity ownership by an HDI in that specific category}\)
\(\text{EP} = \text{The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.}\)

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

6.5 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. **BID DECLARATION**

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8. **EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPHS 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.**

<table>
<thead>
<tr>
<th>Ownership</th>
<th>Percentage owned</th>
<th>Points claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1 Equity ownership by persons who had no franchise in the national elections</td>
<td>%</td>
<td>..................</td>
</tr>
<tr>
<td>8.2 Equity ownership by Black women</td>
<td>%</td>
<td>..........</td>
</tr>
<tr>
<td>8.3 White women</td>
<td>%</td>
<td>........</td>
</tr>
</tbody>
</table>

---

8.1 Equity ownership by persons who had no franchise in the national elections

8.2 Equity ownership by Black women

8.3 White women

8.4 White women
8.5 Equity ownership by disabled persons* %
*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

9 DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF FIRM

[ ] Partnership
[ ] One person business/sole trader
[ ] Close corporation
[ ] Company
[ ] (Pty) Limited

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

<table>
<thead>
<tr>
<th>Name</th>
<th>Date/Position occupied in Enterprise</th>
<th>ID Number</th>
<th>Date RSA Citizenship obtained</th>
<th>* HDI Status</th>
<th>HDI Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Franchise</td>
<td>Women</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>prior to</td>
<td>African</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>elections</td>
<td></td>
</tr>
</tbody>
</table>
*Indicate YES or NO

9.9 Consortium / Joint Venture

9.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

<table>
<thead>
<tr>
<th>Name of HDI member (to be consistent with paragraph 9.8)</th>
<th>Percentage (%) of the contract value managed or executed by the HDI member</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I/we acknowledge that:

(i) The information furnished is true and correct.

(ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

(iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

(a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(b) 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;

(c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1. ........................................

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

SIGNATURE(S) OF BIDDER(S)

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

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

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

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

........................................
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution), in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, viz:
       - Invitation to bid
       - Tax clearance certificate
       - Pricing schedule(s)
       - Filled in task directive/proposal
       - Preference Certificates in terms of the Preferential Procurement Regulations 2001
       - Declaration of interest
       - Special Conditions of Contract;
   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ........................................
CAPACITY ........................................
SIGNATURE ........................................
NAME OF FIRM ........................................
DATE ........................................

WITNESSES

1 ........................................
2 ........................................
DATE: ........................................
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, .................................................. in my capacity as ................................................................., accept your bid under reference number .................... dated .................. for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<table>
<thead>
<tr>
<th>DESCRIPTION OF SERVICE</th>
<th>PRICE (VAT INCL)</th>
<th>COMPLETION DATE</th>
<th>PREP POINTS CLAIMED FOR HDIs</th>
<th>PREP POINTS CLAIMED FOR RDP GOALS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ............................................... ON ...................................................

NAME (PRINT) ........................................................

SIGNATURE ........................................................

OFFICIAL STAMP ...................................................

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

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

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICE

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector? <em>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied.)</em></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I, THE UNDERSIGNED (FULL NAME) ..............................................................
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.

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

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

.............................................  ..........................................
Position                          Name of Bidder
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids 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). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

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

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

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: ________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium* 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.

* 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 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>Personal Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical</td>
</tr>
<tr>
<td>Postal</td>
</tr>
<tr>
<td>(Compulsory if Supplier)</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>
<tr>
<td>Supplier Type:</td>
</tr>
<tr>
<td>Individual</td>
</tr>
<tr>
<td>Company</td>
</tr>
<tr>
<td>Department</td>
</tr>
<tr>
<td>Trust</td>
</tr>
<tr>
<td>CC</td>
</tr>
<tr>
<td>Partnership</td>
</tr>
<tr>
<td>Other (Specify)</td>
</tr>
<tr>
<td>Department Number</td>
</tr>
</tbody>
</table>
## Supplier Account Details (To be Verified by the bank)

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

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

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Type</td>
<td>Cheque Account, Savings Account, Transmission Account, Bond Account, Other (Please Specify)</td>
</tr>
<tr>
<td>ID Number</td>
<td></td>
</tr>
<tr>
<td>Passport Number</td>
<td></td>
</tr>
<tr>
<td>Company Registration Number</td>
<td></td>
</tr>
<tr>
<td>*CC Registration</td>
<td></td>
</tr>
<tr>
<td>*Please include CC/CK where applicable</td>
<td></td>
</tr>
</tbody>
</table>

### Supplier Contact Details

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

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
</tbody>
</table>

**Supplier Signature**

**Print Name**

**Date (dd/mm/yyyy)**

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

The purpose of this document is to:

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

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

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

• Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Definitions</td>
</tr>
<tr>
<td>2.</td>
<td>Application</td>
</tr>
<tr>
<td>3.</td>
<td>General</td>
</tr>
<tr>
<td>4.</td>
<td>Standards</td>
</tr>
<tr>
<td>5.</td>
<td>Use of contract documents and information; inspection</td>
</tr>
<tr>
<td>6.</td>
<td>Patent rights</td>
</tr>
<tr>
<td>7.</td>
<td>Performance security</td>
</tr>
<tr>
<td>8.</td>
<td>Inspections, tests and analysis</td>
</tr>
<tr>
<td>9.</td>
<td>Packing</td>
</tr>
<tr>
<td>10.</td>
<td>Delivery and documents</td>
</tr>
<tr>
<td>11.</td>
<td>Insurance</td>
</tr>
<tr>
<td>12.</td>
<td>Transportation</td>
</tr>
<tr>
<td>13.</td>
<td>Incidental services</td>
</tr>
<tr>
<td>14.</td>
<td>Spare parts</td>
</tr>
<tr>
<td>15.</td>
<td>Warranty</td>
</tr>
<tr>
<td>16.</td>
<td>Payment</td>
</tr>
<tr>
<td>17.</td>
<td>Prices</td>
</tr>
<tr>
<td>18.</td>
<td>Contract amendments</td>
</tr>
<tr>
<td>19.</td>
<td>Assignment</td>
</tr>
<tr>
<td>20.</td>
<td>Subcontracts</td>
</tr>
<tr>
<td>21.</td>
<td>Delays in the supplier’s performance</td>
</tr>
<tr>
<td>22.</td>
<td>Penalties</td>
</tr>
<tr>
<td>23.</td>
<td>Termination for default</td>
</tr>
<tr>
<td>24.</td>
<td>Dumping and countervailing duties</td>
</tr>
<tr>
<td>25.</td>
<td>Force Majeure</td>
</tr>
<tr>
<td>26.</td>
<td>Termination for insolvency</td>
</tr>
<tr>
<td>27.</td>
<td>Settlement of disputes</td>
</tr>
<tr>
<td>28.</td>
<td>Limitation of liability</td>
</tr>
<tr>
<td>29.</td>
<td>Governing language</td>
</tr>
<tr>
<td>30.</td>
<td>Applicable law</td>
</tr>
<tr>
<td>31.</td>
<td>Notices</td>
</tr>
<tr>
<td>32.</td>
<td>Taxes and duties</td>
</tr>
<tr>
<td>33.</td>
<td>National Industrial Participation Programme (NIPP)</td>
</tr>
<tr>
<td>34.</td>
<td>Prohibition of restrictive practices</td>
</tr>
</tbody>
</table>
General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security

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

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

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

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

(b) a cashier’s or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or
analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
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
29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
DEA as an organ of state subscribes to and propagates both the notion of broad based black economic empowerment (BBBEE) Act, No. 53 of 2003 and the preferential procurement policy framework Act, No. 5 of 2000.

TERMS OF REFERENCE FOR OUTSOURCING OF OVERALL PROGRAMME MANAGEMENT OF DEPARTMENT OF ENVIRONMENTAL AFFAIRS COP17 PROJECTS FOR A PERIOD OF SEVEN MONTHS

PART ONE

1. REQUEST FOR PROPOSAL (RFP)

1.1. The objective of this RFP is to appoint a suitable independent Service provider that can support DEA with the overall Programme Management for COP 17 Projects viz.; COP 17 Climate Change & Response Expo; COP 17 Climate Change & Awareness Campaign Management; COP 17 Greening and Legacy project; COP 17 Programme Sponsorships (see attached annexures A-D for details on these).

1.2. This work is specifically associated with COP 17, a once-off event. The department has therefore decided that much of the programme will be managed and implemented by professional consultants and service providers.

2. SCOPE AND EXTENT OF WORK

2.1. The role of the Service Provider is to assist the Department of Environmental Affairs with the full programme management service for all its COP 17 projects and that will include the following key general functions

2.1.1. Project management
2.1.2. Contract management
2.1.3. Programme administration
2.1.4. Detailed project planning
2.1.5. Project procurement
2.1.6. Financial management and control
2.1.7. Co-ordination of projects
2.1.8. Risk Management
2.1.9. Programme governance
2.1.10. Stakeholder Management

2.2. The appointed service provider will undertake the following:

2.2.1. Assist with the procurement of four other main service delivery providers to provide the following other primary services:
   2.2.1.1. COP 17 Climate Change & Response Expo
   2.2.1.2. COP 17 Climate Awareness Campaign Management
   2.2.1.3. COP 17 Greening and Legacy project
   2.2.1.4. COP 17 Programme Sponsorships

2.2.2. Manage and co-ordinate the implementation of the whole programme

2.2.3. The establishment of service level agreements and management of delivery as per the delivery specifications.

2.2.4. Develop and manage a holistic project implementation plan
2.2.5. Monitor progress against plan
2.2.6. Supervision of the development of detailed and integrated implementation plans, per project.

2.2.7. The co-ordination of all deliverables related to DEA COP17 projects.

2.2.8. Convene and provide secretariat support to Programme Management Committee and sub-committee meetings fortnightly.

2.2.9. Put together a financial management monitoring and reporting system.

2.2.10. Develop an entire program monitoring system and a living

3. TIMING OF ASSIGNMENT

3.1. All work is to be carried out in accordance with the time schedule as agreed with the Programme manager.

4. PERFORMANCE MEASURES

4.1. The performance measures for the delivery of the overall programme management for the DEA COP 17 Projects will be closely monitored by DEA and the following will be expected of the Service Provider appointed:

4.1.1. Project Management: the Programme Manager must ensure that all the primary projects are managed in an effective and co-ordinated way, and that the service providers have project managers that meet the requirements of professional service delivery in accordance with the timelines and specifications negotiated. The Programme Manager must establish a Programme Management Office with core infrastructure and staff compliment.

4.1.2. Contract management: The Programme Manager will be required to manage the contracts awarded by DEA to the service providers on behalf of DEA. This will require ongoing co-
ordination of project implementation plans, liaison with DEA on emerging requirements, as well as with service providers. There is a requirement for experienced contract management skills, and the ability to arbitrate practical and fair outcomes in order to get the job done on time and within budgets, while understanding that the objective outcome is a successful COP17 delivery.

4.1.3. Programme Administration: The Programme Manager will ensure that the following administration services are carried out:

4.1.3.1. Monitor and control all project expenses across all projects.
4.1.3.2. Provide documentary evidence of all outputs and deliverables.
4.1.3.3. Provide a secretariat function to all project meetings

4.1.4. Detailed project planning: The Programme Manager will be required to create and maintain up to date project plans, Gantt charts, action plans and progress achievement at any point in time. The primary objective of this function is to co-ordinate with all the project deliverables and maintain visibility of dependencies and conflicts, as well as manage risk of late delivery.

4.1.5. Project Procurement Support: The Programme Manager will support DEA in the procurement process in respect of assessment frameworks for scoring and adjudicating suppliers' bids, negotiating bid offerings, and development of service level requirements. Specifically these service level requirements will translate into SLA's that the Programme Manager will be required to implement and manage.

4.1.6. Financial Management and Control: The Programme Manager will be required to have full competency in keeping account of project budgets, expenditure to date, payments for work against budgets, penalty management and revenue management. Regular reporting on finances status including costs and revenue versus budget, payments made and received, and cash flow (disbursement forecasts) will be necessary.

4.1.7. Co-ordination of projects: the Programme Manager will be required to have oversight of progress of all projects, understand dependencies between projects, as well as have a clear vision of the overall objective for DEA COP projects as a whole. In conjunction with key and appointed DEA personnel, the Programme Manager will pro-actively co-ordinate operational activities and tasks, where necessary and where such tasks do not fall solely within a primary service providers role.

4.1.8. Risk Management: the Programme Manager will monitor all possible project risks on an on-going basis, propose mitigating steps on an ongoing basis, and where necessary, escalate risk to the appropriate parties, committees or executives.
4.1.9. Programme Governance: The Programme Manager will be required to establish an effective governance structure, working with the key customers, service providers and partner stakeholders to ensure effective, on time and high quality delivery of the projects while managing budgets and fiscal procedures appropriately.

4.1.10. Stakeholder management: The Programme Manager will ensure effective communication between the programme office and all stakeholders in order to ensure the smooth running of all projects and operational delivery and execution of key events, exhibitions and activities of the projects.

5. REPORTING

5.1. The Service Provider will submit monthly and quarterly progress reports to the Programme manager, within 4 days after the end of each month and quarter for the duration of the project.

6. MONITORING PROGRESS ON ASSIGNMENTS

6.1. The Programme manager shall do the ongoing management of the Service agreement.

7. CONTINUITY AND PROFILE OF SENIOR STAFF ON THE PROJECT

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

8. CONDITIONS OF BID

8.1. Bids will be subject to Supply Chain Management conditions as follows:

8.1.1. The Preferential Procurement Policy Framework Act, Act No. 05 of 2000 and the Broad Base Black Economic Empowerment Act, Act 53 of 2003 will apply to this bid.

9. Bids will be subject to Supply Chain Management Conditions as follows - The Preferential Procurement Policy Framework Act (Act No. 05 of 2000) will apply to this bid. In accordance with this Act, submissions will be adjudicated on two stages: firstly, on functionality which must be done in terms of the evaluation criteria indicated in section 15 and the minimum threshold referred to in paragraph 10.3 below. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid
invitation and secondly, only the qualifying bids will be evaluated in terms of the 90/10 preference points systems, where the 90 points will be used for price only and the 10 points are used for HDI ownership.

9.1. The proposal should include, amongst other, the following:

9.1.1. A proposed plan of action.
9.1.2. A list of references;
9.1.3. Ability to ensure continuing of staff on the project.
9.1.4. A briefing session will be held on **9 June 2011**, at the Department of Environmental Affairs offices, Fedsure Forum building, Corner Van der Walt and Pretorius Str, 10th floor boardroom, South Tower.

10. SPECIAL CONDITIONS

10.1. The Curriculum Vitae of the staff who will be available for the duration of the work; NOTE: Failure to submit the CV's will invalidate your bid proposal.

10.2. The bid proposals should be submitted with all required information containing technical information as well as price information (NB: DEA Entity Maintenance form included in the bid documents must be completed and returned with the bid proposals).

10.3. Only bidders who score above 52 points for the technical information will be preferred.

10.4. Suppliers/Service providers who do not supply information in respect of HDI preference points or who are found to have supplied incorrect information in the affidavit provided for in the bid documents will be disqualified.

10.5. Suppliers/Service Providers are requested to submit the BEE accreditation certificates from reputable service providers accredited by SANAS (check sanas.co.za), failing which the BEE points claimed will be forfeited.

10.6. Preference will be given to BEE companies or firms with strong BEE partnerships, in order to address South Africa’s socio-economic disparities in line with the Broad Base Black Economic Empowerment legislation. **Suppliers/service providers that do not meet this requirement may be disqualified.**

10.7. A service level agreement shall be signed with the preferred bidder. The successful bidder may not alter its (buy out HDI points) BEE status during the contract period. DEA reserve the right to terminate the contract should the successful bidder no longer meet the BEE requirement.

10.8. DEA reserves the right to invite short listed suppliers/companies to present their bid proposals for final decision.
10.9 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).

10.10 Suppliers are required to fill the information below:

<table>
<thead>
<tr>
<th>% Management by HDI groups.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of consultants from HDI groups working on the project.</td>
</tr>
</tbody>
</table>

11. ADDITIONAL INFORMATION ON BID PROPOSAL

11.1. The supplier / service provider should provide details of staff training, highlighting training and development policies and procedures, with specific reference to affirmative action policies and initiatives.

11.2. A breakdown of the hourly tariff inclusive of value-added tax for services rendered. Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.

11.3. In so far as possible, a comprehensive budget, showing the charge out rates of all the staff to be involved in investigations and also including all other costs factors such as travelling.

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

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

11.6. Please take note that DEA is not bound to select any of the firms submitting proposals. DEA reserves the right not to award any of the bids and not to award the contract to the lowest bidding price as well as to renegotiate the bid of the preferred applicant.

11.7. Traveling costs and time spent or incurred between home and office of consultants and DEA head office will not be for the account of DEA.

12. FURTHER INFORMATION
12.1. Should you require any further information in this regard, contact Ms. Gcinashe Gcanga, Tel: (012) 395 1840, Fax: 012) 322 2602 Email: ggcanga@environment.gov.za

13. INFORMATION REQUIRED
13.1. Bid Evaluation can only be done on the basis of information, which we asked for. The comprehensiveness of the bid can therefore be decisive in the awarding thereof.

14. PAYMENT TERMS
14.1. DEA undertakes to payout in full within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Category</th>
<th>Weight</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>PRICE</td>
<td>90</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The overall cost of the services as determined by an accurate zero based costing of programme activities.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>FUNCTIONALITY</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>The approach and understanding of the service provider to the assignment, and the appropriateness of the technical solutions to the terms of reference.</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Capability (number of project team members to handle the project/ submit names and the CV). Show the appropriateness of the mix of skills in the proposed team, and quality and experience of the proposed individuals.</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>The experience of the organisation in undertaking similar projects, and the capacities within the organisation to undertake the assignment.</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Category</td>
<td>Weight</td>
<td>Score</td>
</tr>
<tr>
<td>-----</td>
<td>---------------------------------------------------------------------------</td>
<td>--------</td>
<td>-------</td>
</tr>
<tr>
<td>4.</td>
<td>BBBEE score in terms of DTI Codes of Good Practice as determined by an accredited service provider.</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>C. **</td>
<td>EQUITY OWNERSHIP***</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Effective Ownership by Black people (broadly defined per BBBEE Act of 2003, as amended).</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Women Equity Ownership</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Disability</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

**Empowerment and BEE Strategy**

**4.10.1 Involvement of Target Groups**

The Department has stated as a specific Project Goal, the maximisation of participation of Target Groups in the Project. The provisions of this clause 4.10 in relation to Empowerment and the BEE strategy. The objective is to ensure that these Target Groups will be optimally, actively and equally involved, in the entire life-cycle opportunities of the Project, at all levels i.e. ownership, management and service delivery. The Department deliberately wants to encourage the optimal participation of Black Women, Disabled Persons and Target Group Enterprises. Accordingly, the Department has set target for companies that are more than 50% (fifty percent) black-owned and companies that are more than 30% (thirty percent) black women-owned.

IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:

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

- **Understanding Of The Brief** – A brief (max 4, A4 page) summary of the bidder’s interpretation of the work implied by these terms of reference;
- **Schedule of Activities** – Proposed activities required to generate the required outputs must be scheduled in a form that will allow the department to clearly understand the bidder’s logic and the coherence of the proposal;
- **Project Implementation Plan, including output schedule** – The project implementation plan should describe the timing of, and interrelationships between, the proposed activities and clearly provide delivery dates for the project outputs. A Gantt bar chart that graphically
illustrates the project implementation plan and critical path should be attached as an annex to the proposal;

- **Organisational capacity and empowerment profile** – A description of similar previous assignments undertaken by the organisation or consortium bidding must be provided, as well as the capacities within the organisation to support the work required to be performed. An assessment of the empowerment status of the organisation/s bidding undertaken by an accredited service provider in terms of the DTI’s Codes of Good Practice must be provided.

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

- **Method Of Work** – A detailed description of how the bidder proposes to manage the project resources (human, financial and technological) for the successful implementation of the project.

- **Project Price** – Over and above the requirements contained in the standard departmental bid documentation, a detailed project budget must be provided in an annex as follows:

  a. **Detailed Activity Costing** – Each proposed project activity should be analysed in terms of the required inputs and these inputs should be costed as illustrated in the example below:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

  b. **Summary Resource Costing** – The activity costing should be summarised into an annexed resource schedule.

---

1 **Important Note**: All examples provided in this document must be regarded as examples only and are only given to provide guidance in the compilation of the bid. As such, these examples should not be used to influence the content of any proposal or prejudice the bidder’s considerations in this regard.
SUBMISSIONS REQUIREMENTS AND DEADLINE

Completed documents in a sealed and clearly marked envelope as expressions of interest according to the prescribed format should be deposited in the Tender box located at:
Department of Environmental Affairs, 315 Pretorius Street (cnr Pretorius & van der Walt Streets) Fedsure Forum Building North Tower, 2nd Floor Pretoria, 0001 or mailed to:

Department of Environmental Affairs
Private Bag X 447
PRETORIA
0001

Closing date and time: 24 June 2011 at 11:00

No late bids, emailed or faxed documents will be accepted.
PART 2

To be signed between the Service Provider awarded and the department

AGREEMENT

between

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA IN ITS DEPARTMENT OF ENVIRONMENTAL AFFAIRS

and

******

11
AGREEMENT

between

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA IN ITS DEPARTMENT OF ENVIRONMENTAL AFFAIRS, HEREINAFTER REFERRED TO AS "THE DEPARTMENT"
Address:
Fed sure Forum Building
Corner of Van der Walt and Pretorius Streets
PRETORIA

Represented by ................................................................................................................
In his/her capacity as ...........................................................................................................
Duly authorised to enter into this Agreement

and

........................................................................................................................................
HEREINAFTER REFERRED TO AS "THE CONSULTANT"

Address:

Represented by ................................................................................................................
In his/her capacity as ...........................................................................................................
Duly authorised to enter into this Agreement

1. DEFINITIONS
1.1. "Director-General" refers to the person appointed as the Head of the Department of Environmental Affairs;
1.2. "the Agreement" means this Agreement, all Annexures and amendments hereto;
1.3. "the Department" means the Government of the Republic of South Africa in its Department of Environmental Affairs;
1.4. "the Parties" means the Department and the Consultant;
1.5. "Accounting Officer" means the Director-General.
1.6. "Project" means the projects referred to in clause 2.3

2. APPOINTMENT AND ACCEPTANCE
2.1. The Department hereby appoints the Consultant to act as an independent contractor and not as an agent or employee of the Department.
2.2. The Consultant hereby accepts the appointment and undertakes to execute his/her duties and responsibilities in accordance with the terms and conditions of the Agreement.
2.3. The Consultant agrees to make the services of available for the performance of the on the following project/projects:
   2.3.1. .................................................................
   2.3.2. .................................................................
   2.3.3. .................................................................

3. DURATION OF THE AGREEMENT
3.1. The rights and obligations of the parties of this agreement shall commence on the date of signature by the department and terminate when work has been accepted and payment effected.

4. RIGHTS AND RESPONSIBILITIES OF THE CONSULTANT
4.1. The Consultant shall not have the power to enter into any agreement(s) or to otherwise bind or incur liability on behalf of the Department.
4.2. The Consultant shall ensure that its actions do not result in a legal claim against the department by any party being investigated.
4.3. The Consultant shall exercise the highest degree of skill, care and diligence that can be expected of its profession.

5. DUTIES OF THE DEPARTMENT
5.1. The Department shall ensure that the Consultant is afforded reasonable, necessary support and assistance by the Department to effectively perform its duties and responsibilities in terms of the Agreement.

5.2. I, (Designated person) shall act as the Project Officer, for control, ad hoc instructions and communication between the parties.

6. SCOPE OF WORK
6.1. The (Type of the work), costing and business for each project must provide the following information in a format to be provided by the department:

6.1.1. A costing of the project which must include the following –

6.1.1.1. A breakdown of the cost per standard item, activity and deliverable.

(definitions could change after re-evaluation of business plan)

6.1.1.2. An opinion as to whether the cost is reasonable in relation to the outputs the project will deliver.

7. DELIVERABLES
7.1. The Consultant must submit a (expected deliverables) on the projects within ____ weeks of the date of signature of this agreement.

8. FEES PAYABLE
8.1. The fee for the project will be R__________. Interim payments could be arranged coupled to deliverables or this fee will be broken up into both upfront payments and monthly payments as agreed by the parties involved.

8.2. Payment shall be made to the consultant within 30 days after receipt of a satisfactory and specified accounts, certified done and payable by the____________________

8.3. All payments shall be made directly into the bank account of the Consultant.

9. REIMBURSABLE EXPENSES
9.1. The Consultant will be compensated directly by the Department during his/her contract period for the following expenses which are reasonably directly related to the appointment, at rates approved for the Public Service and in accordance with normal departmental procedures:
9.1.1. The cost of accommodation (three star equivalent) and meals in accordance with the Department's policy, if the Consultant performs duties away from his/her headquarters.

9.1.2. Air transport (economy class equivalent).

9.1.3. The use of a private motor vehicle for purposes relating to this contract.

9.1.4. Class A Car rental in cases where the Consultant is away from headquarters when performing official duties.

9.1.5. Other expenses such as but not limited to parking, and toll gate fees, incurred in the execution of his / her duties.

9.1.6. Expenses that are not provided for in this agreement will not be paid.

9.2. The address of the headquarters of the Consultant in this regard is ____________________________.

10. OVERHEADS OF THE CONSULTANT

10.1. The Consultant will be responsible for the provision of all accommodation, equipment and other office infrastructure required for the execution of this contract.

11. OWNERSHIP AND PUBLICATION OF REPORTS

11.1. The Department will become the owner of the information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by the Consultant during the course of, and for the purpose of executing this Agreement, all of which will be handed over to the Department on request, but in any event on the termination of this Agreement for whatever reason. The Consultant relinquishes its right of retention of any other rights to which it may be entitled.

11.2. The copyright of all documents, programmes, recommendations and reports compiled by the Consultant during the course and for the purposes of finalising the project will vest in the Department, and may not be reproduced or distributed or made available to any person outside the Department's service, or to any institution in any way, without the prior written consent of the Department.

11.3. In the event of the Consultant providing documents or any other data to the Department, the development of which has not been at the expense of the Department, copyright shall not be vested in the Department. The Consultant shall be required to indicate in advance to which documents and/or materials, this provision applies.
11.4. The Consultant hereby indemnifies the Department against any action, claim, damage or legal cost that may be instituted against the Department on the grounds of an alleged infringement of copyright of any other intellectual property which results directly from an action of the Consultant acting in the execution of the scope of work referred to in clause 6.

11.5. All information, documents, recommendations, programmes, project records and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Department's service and may not be published either during the currency of the Agreement, or after termination thereof without the prior written consent of the Department.

11.6. The Department hereby permits the Consultant to copy and distribute all information, documents, recommendations, programmes and reports collected and compiled by the Consultant during the course and for the purpose of the finalisation of the project, solely for the purpose and in the execution of the Consultant's obligations in terms of this Agreement.

12. NO AGENCY OR PARTNERSHIP

12.1. The relationship between the Parties in terms of the Agreement shall involve a close collaboration between two independent contracting Parties and in the circumstances shall not imply any partnership in the legal sense, nor shall it constitute either Party the agent or authorised representative of the other Party unless a specific delegation or instruction to act on behalf of the Department is given by the Director-General.

13. LIMITATION OF CESSION

13.1. The rights and obligations of the Parties in terms of this Agreement shall be personal and incapable of being ceded, assigned or delegated by either of them to any other person outside of the Consultant or the Department, save with the written consent of the other Party.

13.2. Each Party warrants that he is acting as a principal and not as an agent for an undisclosed principal.

14. INDULGENCES

14.1. No extension of time, latitude or other indulgence which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Agreement, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Agreement.
15. INTELLECTUAL PROPERTY

15.1. The Consultant undertakes to obtain the necessary consent from the proprietors or their licensees should it make use of the intellectual property of any other person.

15.2. The Consultant further indemnifies the Department against any claim of action (including costs) caused by or arising from the failure to obtain such consent.

16. TERMINATION OF AGREEMENT

16.1. In the event of a breach by the Consultant of any of the terms and conditions of this Agreement, and in the event that the Consultant fails to remedy such breach within seven (7) working days after receiving written notice from the Department to do so, the Department shall be entitled without prejudice to any other right it might have, to exercise all or any number of the following rights:

16.1.1. To suspend further payments to the Consultant;

16.1.2. To appoint any other person or persons to complete the execution of the project, in which event the Consultant shall be held liable for costs incurred in the appointment of such person or persons as well as reasonable costs related to the delayed project.

16.2. Any dispute arising from or in connection with this Agreement shall be referred to arbitration.

16.3. The Department may terminate the Agreement should the Consultant make himself guilty of misconduct in terms of the code of conduct of its profession or if the Consultant acts dishonestly or contrary to the integrity which is required by its profession.

16.4. In the event of any breach by the Department of the terms and conditions of this Agreement, and in the event of the Department remaining in default after seven (7) working days written notice calling for rectification of the matter, the Consultant shall be entitled to:

16.4.1. Enforce strict compliance with the terms and conditions of the Agreement; or

16.4.2. To cancel the Agreement.

16.5. In the event of the Agreement being terminated for whatever reason, the Consultant will be entitled to payment for work done for acceptable deliverables for which it had not yet been paid.

16.6. If, owing to circumstances beyond the control of the Consultant, it becomes impossible for the Consultant to fulfil any of its obligations in terms of this Agreement, the Department, upon receipt of a written request from the Consultant, shall consider granting the Consultant the
necessary permission to defer such performance for such period as may be required under the circumstances, which permission shall not be withheld unreasonably.

16.7. The Department reserves the right to terminate this Agreement or temporarily defer the work, or any part thereof, at any stage of completion, should it be decided not to proceed with the project. The Department may terminate the agreement by giving ten (10) days notice to the Consultant. Should the Agreement be so terminated the Consultant shall only be paid for the appropriate portion of the work completed.

17. DISPUTE RESOLUTION

17.1. The terms of this clause shall apply if the Parties agree in writing within ten (10) working days after failure of negotiations of the parties to reach an agreement on a dispute, that the dispute be submitted to arbitration.

17.2. Notwithstanding anything to the contrary contained in this Agreement, it is agreed that irrespective of the fact that the matter is referred to negotiation, litigation in court or arbitration, the decision of the Department on the issue involved will immediately be given effect to by the Consultant and the Consultant shall proceed with the project works with all diligence, unless the parties agree otherwise in writing.

17.3. The arbitrator shall be a person agreed upon between the Parties and failing agreement, the arbitrator shall be nominated by the President of the Transvaal Law Society or its successors.

17.4. The Party instituting these proceedings shall appoint the arbitrator and the arbitrator shall notify the Parties beforehand of the remuneration required by him/her for his/her services.

17.5. Within thirty (30) working days after receipt of the notice in 17.4 each Party shall submit to the arbitrator a full statement of its case in which shall be set out all the evidence, sworn statements, facts, submissions and expert opinions supporting or proving such Party's contention in regard to the matter in dispute and serve a copy thereof on the other Party.

17.6. Within fourteen (14) working days of receipt of such a copy of the other party's statement of case either Party may submit a further supplementary statement to the arbitrator and serve a copy on the other Party.

17.7. If requested by the arbitrator, the Parties may submit and serve further statements within fourteen (14) working days of the request.

17.8. The arbitrator shall then consider and decide the dispute on the papers before him/her without any legal representation or appearance by the Parties.
17.9. If the arbitrator considers that he/she cannot decide the matter on the papers before him/her he/she may call for other evidence or for witnesses to testify at a place determined by him/her in the presence of the Parties who may also question such witnesses.

17.10. The arbitrator shall be entitled to make such award, including an award for specific performance, an interdict, damages or otherwise as his/her discretion may deem fit and appropriate.

17.11. The arbitrator shall decide the dispute according to the Law of South Africa.

17.12. The arbitrator shall at all times have regard to the intention of the Parties and shall resolve the dispute in a summary manner.

17.13. Any award made by the arbitrator:
   17.13.1. Shall be final and binding upon the Parties;
   17.13.2. Shall be carried into effect by the Parties;
   17.13.3. May only be made an order of the Court if the Party concerned fails to heed to the terms of the award; and
   17.13.4. May include an order directing the unsuccessful Party to pay the costs of the arbitrator and the necessary and proper expenses incurred by the successful Party.

17.14. This clause shall survive the termination of the Agreement after termination thereof for whatever reason.

17.15. This clause shall constitute each Party's irrevocable consent to the arbitration proceedings and no Party shall be entitled to withdraw therefrom or to claim that such Party is not bound by this clause.

17.16. If a Party fails to take part in these proceedings, such conduct shall constitute consent to an award being made against such Party.

18. INTERPRETATION

18.1. In this Agreement, except where the context otherwise requires

18.2. The singular includes the plural; and

18.3. Any reference to a natural person includes a body corporate, firm or association.

18.4. The headnotes to the clauses of this Agreement are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.

18.5. Words and phrases defined in any clause shall bear the meanings assigned thereto.

18.6. The various parts of the Agreement are severable and may be interpreted as such.
18.7. The expressions listed in Clause 1 bear the meaning assigned to them and cognate expressions bear corresponding meanings.

18.8. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.

19. GENERAL

19.1. Any waiver of any term or condition of this Agreement shall be of no force and effect unless reduced to writing and duly signed by both Parties.

19.2. The Agreement shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

19.3. The Parties agree that the High Court, Pretoria shall have jurisdiction in respect of any matter arising from this Agreement.

20. DOMICILIUM CITANDI ET EXECUTANDI

20.1. The Department chooses as its domicilium citandi et executandi for all purposes arising from this Agreement, to serve all notices and legal documents:

STREET ADDRESS: FEDSURE FORUM BUILDING
CNR VAN DER WALT & PRETORIUS STREETS
PRETORIA
0001

POSTAL ADDRESS: PRIVATE BAG X447
PRETORIA
0001

TELEPHONE NUMBER: (012)
FAX NUMBER: (012)

20.2. The Consultant chooses as its domicilium citandi et executandi for all purposes arising from this Agreement, to serve all notices and legal documents

STREET ADDRESS:

POSTAL ADDRESS:
20.3. Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address within the Republic of South Africa.

20.4. Any notice in terms of the conditions of the Agreement must either be:
   20.4.1. Delivered by hand during normal business hours of the recipient; or
   20.4.2. Sent by prepaid registered post to the address chosen by the addressee; or
   20.4.3. Sent via facsimile.

20.5. A notice in terms of the provisions of the Agreement will be considered to be duly received:
   20.5.1. if hand-delivered on the date of delivery; or
   20.5.2. if sent by registered post, ten (10) days after the date it was posted unless the contrary is proved;
   20.5.3. if sent via facsimile, on the same day of dispatch.

20.6. Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice of communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.

THUS DONE AND SIGNED BY THE DEPARTMENT AT ..................................ON THIS............... DAY OF .............................................. 200..

AS WITNESS

__________________________________________________________

SIGNATURE

__________________________________________________________

For THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA IN ITS
DEPARTMENT OF ENVIRONMENTAL
AFFAIRS
SIGNATURE

THUS DONE AND SIGNED BY THE DEPARTMENT AT ................................ON THIS........... DAY
OF ........................................... 200..

AS WITNESS

SIGNATURE

For THE CONSULTANT

FULL NAME

SIGNATURE
Annexure A to Bid Specification - Terms of Reference

COP 17 Climate Change & Response Expo

Document Status: Final

TABLE OF CONTENTS

Table Of Contents ................................................................. 1

1 Purpose ................................................................................. 3

2 Background ........................................................................... 3

3 Introduction ........................................................................... 3

   3.1 Exhibition ........................................................................ 4
   3.2 Marketing, Communication and Social Mobilisation .......... 4
   3.3 Greening COP 17 and Legacy Projects ......................... 4
   3.4 Sponsorships ................................................................... 5
   3.5 Programme Management ............................................... 5

4 Overview of This Specific Delivery: CCR Expo ...................... 6

   4.1 The CCR Expo Objectives ............................................... 6
   4.2 The Expo Organiser Roles and Responsibilities .............. 6
   4.3 Reporting and Accountability ......................................... 7
   4.4 Summary of Delivery Requirements: Climate Change Response Expo ................................................................. 7

5 The CCR Expo Specifications and Technical Requirements ...... 7

   5.1 The Site ........................................................................... 7
   5.2 CCR Expo Space Breakdown ......................................... 10
   5.3 CCR Expo Architecture .................................................. 14
   5.4 Opening and Closing Times ............................................. 14
   5.5 Site Security .................................................................... 15
   5.6 Ticketing .......................................................................... 15
   5.7 Website ............................................................................ 15
   5.8 Target Audience ............................................................. 16
   5.9 Revenue, Funding and Sponsorships ............................... 16

6 Budget .................................................................................... 17

7 CR Expo Timelines ............................................................... 17

8 The Bid .................................................................................. Error! Bookmark not defined.
Bidders Conference

Evaluation Criteria

Contact Person
1 PURPOSE

The purpose of this Request for Proposal (RFP) is to present the terms of reference (TOR) and comprehensive bidders response requirements, in respect of the COP 17 Climate Change & Response Expo.

Included in this document is:
- A general background to COP 17.
- Introduction to the COP 17 Department of Environmental Affairs (DEA) projects.
- Requirements and deliverables for a service provider to be appointed as CCR Expo Organiser as described under these terms of reference.
- Timing of the project.
- Information requirements and instructions in respect of completing the response to this document.
- The basis for evaluation and scoring of this bid.

This document must be read in conjunction with the procurement requirements of Department of Environmental Affairs (DEA) TORS for the COP 17 DEA Projects which will fall under this programme.

2 BACKGROUND

South Africa has been awarded the responsibility to host the next United Nations Framework on Climate Change (UNFCCC) conference of parties to be held in Durban in December 2011. The South African Government regards climate change as one of the greatest threats to sustainable development, which will have a disproportionately high impact on African countries and the poor, who have contributed the least to the problem. If un-mitigated, climate change has the potential to undo or undermine many of the social, economic and environmental advances made in South Africa.

As a responsible global citizen and in sync with its obligations under the UNFCCC, South Africa is committed to contribute its fair share to the global effort in reducing greenhouse gas emissions and implementing strategies to adapt to the impacts of climate change. As a part of this commitment South Africa offered to host COP 17. Durban has been appointed as the host city and the conference will take place from the 28th of November to the 9th of December 2011. 185 world nations will be represented in the negotiations and as a result approximately 25,000 delegates will visit the city.

Further information please visit:
- www.COP17durban.com
- www.climatechange.org.za
- www.unfccc.int

The South African government has delineated the work amongst its key affected departments i.e. the Department of International Relations and Co-operation (DIRCO) and the Department of Environmental Affairs (DEA or the Department). DEA will, amongst others, be responsible of the co-ordination and management of the South African non-UN participation at the COP to be held in Durban. This will involve raising awareness, creating a lasting legacy, showcasing South African climate resilience efforts and ensuring that the citizens and stakeholders appreciate the significance of hosting such a prestigious event and be host to close to 25 000 delegates from across the world.

3 INTRODUCTION

The Department of Environmental Affairs has a number of specific objectives relating to COP 17. Some of the deliverables are directly part of the UN COP hosting agreement, and some of these deliverables are
discretionary, but are part of the DEA integrated climate change response strategy. DEA, has conceptualized this role to involve the co-ordination and implementation of five (5) high level, distinct and inter-related projects namely:

- The South African exhibition area or “Expo"
- Marketing, Communication and Social Mobilisation
- Greening COP 17 and Legacy projects
- Sponsorships
- Programme Management

DEA has been given the responsibility of ensuring that COP 17 is hosted in an environmentally sustainable manner, and the intention is to achieve a low carbon footprint event. This requires various logistical components, infrastructure and conference methodology to use green technologies, and where emissions cannot be avoided, to offset the carbon. This has to be carried throughout operations in all the Work Streams. The five (5) Work Streams, whilst they are viewed as distinct projects and service providers will separately submit proposals for each of them, the relationship and overlap between the projects must be recognised in the proposals. The projects are part of an overall programme whose objective is to showcase, raise awareness and leave a lasting South African legacy.

Specific project deliverables will be delivered by services providers in terms of project specific TORS and direct contracts to DEA, and as a result of specific procurement processes, but will fall under the overall Programme Management arrangements defined in this document.

3.1 Exhibition

The Department wishes to showcase the efforts that the country and its stakeholders are doing with respect to both climate adaptation and mitigation, and accordingly wishes to arrange an exhibition to showcase efforts by national departments, public entities; parliament; provincial governments; local government, business and civil society organizations. This expo will be hosted in the “Green Pavilion” located in the centrum site adjacent to the UN precinct and ICC. An exhibition organiser will be appointed separately by DEA to engage with stakeholders and service providers, manage the expo, curate the exhibitions, arrange events within the exhibition space, and coordinate all the necessary logistical components of the exhibition.

3.2 Marketing, Communication and Social Mobilisation

In the build up to and during the conference a critical element will be public awareness, public relations, communications and coordinating citizens participation and mobilisation. A national media campaign aimed at raising the public’s awareness of climate change issues will be run. Stakeholders will be engaged in the build up to COP 17 through provincial summits. A climate train will provide a creative platform for South Africans to convey messages to COP 17. The Department will setup a communications office for COP 17 and will appoint the necessary service providers to lead and facilitate all tasks related to this.

3.3 Greening COP 17 and Legacy Projects

DEA has been given the responsibility of ensuring that COP 17 is hosted in an environmentally sustainable manner, and the intention is to achieve a low carbon footprint event. This requires various logistical components, infrastructure and conference methodology to use green technologies, implement carbon reduction projects and/or to simply off set the carbon footprint. DEA will appoint a “greening” service provider to:

- Conduct technology and methodology scoping for the different event greening elements as outlined in the national greening framework.
- Determine carbon footprint and investigate carbon reduction and off-setting options.
- Effect carbon offset measures buy purchasing carbon credits through accredited mechanisms.
- Design a Greening Programme based on the above methods.
Implementation of the greening programme.

DEA views COP 17 as a significant and historical moment for South Africa's climate resilience journey. DEA will shortly publish the National Climate Change Response Strategy, which describes the relevant national actions in more details. COP 17 is a valuable opportunity to design and implement innovative legacy projects that harness the momentum of the conference and are aligned with the national response strategy. Thus, DEA has requested proposals for legacy projects through a call for expressions of interest. The greening service provider will be appointed by DEA to project manage the identification and implementation of legacy projects.

3.4 Sponsorships

COP 17 is an international event that is similar to the soccer World Cup in terms of stature and scale. In this way there are many different marketing and branding opportunities. A key outcome of sponsorships is that DEA’s implementation costs should be funded and thus the requirement is a team to design and sell sponsorship packages. DEA will appoint a service provider to:

- Prepare sponsorship packages
- Market packages to various partners
- Secure the sponsorship deals
- Function in alignment with the climate awareness initiatives, exhibition space available to branding, and the many media opportunities which will support brand building for the sponsors.

3.5 Programme Management

All of the above work streams need to be overseen and managed in an integrated manner. An expert project management team will be contracted to undertake all the necessary tasks related to coordinating planning and implementation. The Programme Management Office will support integration of projects that require multiple service providers, payments for services delivered, overall planning and co-ordination, and media liaison. The Programme Management Office will be appointed prior to any other service provider, in order to support DEA with the task of adjudicating the different companies for all the work streams. The Programme Management function will be a full service office, enabled to carry out the following key general functions:

- Programme governance
- Stakeholder management and communications
- Programme administration
- Project management
- Project procurement support.
- Contract management
- Financial management and control
- Detailed project planning
- Operational co-ordination between projects
- Provide a Risk Control function, which constantly monitors the risk profile of the present situation, and seeks remedies to mitigate risk.

The successful bidder on this RFP will need to work with the established Programme Management Office, which will co-ordinate and oversee the specific delivery by the successful bidder of the services offered.\n
NOTE: The Establishment of the Programme Management Office DOES NOT MITIGATE the requirements of the successful bidder on the TOR's contained herein to fully plan, manage, co-ordinate, communicate and control the services offered in response to this TOR.
4 OVERVIEW OF THIS SPECIFIC DELIVERY: CCR EXPO

The Department wishes to showcase the efforts that the country and its stakeholders are doing with respect to both climate adaptation and mitigation, and accordingly wishes to arrange an exhibition to showcase efforts by national departments, public entities; parliament; provincial governments; local government, business and civil society organizations.

To achieve this an Expo Organiser is required to organise a high quality Climate Change Response Expo at COP 17 in Durban, in collaboration with other associated work streams involved in the overall event. While activities and displays within the UN precinct at the ICC in Durban will only be accessible to COP 17 delegates, the Green Pavilion where the Expo will be located will be open to the general public.

4.1 The CCR Expo Objectives

The objectives of the CCR expo are to:

- Raise awareness and educate the public about climate change in South Africa and the World.
- Showcase both local and international initiatives and technologies that are at the forefront of climate change resilience.
- Mobilise South Africans across all sectors to act on climate change in all aspects of their lives.
- Create a platform for Business, Government and NGO’s to showcase climate change initiatives and technologies in South Africa.
- Create a platform for all South Africans and international visitors to network and transfer knowledge and skills about climate change.

The Expo must attract visitors from all sectors of the South African community by providing a platform for high quality exhibits, conference facilities, an entertainment venue and activities, educational facilities and tours. The Expo must be safe and secure for all visitors, and must contribute to DEA’s goal of hosting a low carbon event.

4.2 The Expo Organiser Roles and Responsibilities

These roles and responsibilities to achieve the objectives of a successful event include but are not limited to the following:

1. **Infrastructure** - Plan and implement all required infrastructure to allow for a fully functional event.
2. **Expo Look And Feel** - Develop and design a floor plan that integrates all elements of the Expo for easy use and access by all stakeholders and that expresses environmental themes in a relevant manner.
3. **Exhibitors and Service Provider Management** – Market, sell and manage exhibitor space.
4. **Communications, Marketing & PR** - Communicate with all stakeholders that are involved in the event to implement required activities, which includes the development and maintenance of a CCR Expo website and, in alignment with DEA’s overall Climate Awareness Campaign, marketing the Expo to attain a high quality exhibition and visitor turn out.
5. **Event, Stage & Conference Management** – Plan, manage and promote all events, stage activities and conferences held at the CCR expo, including food and entertainment.
6. **Security** - Develop and implement a security plan in line with COP 17 and eThekwini Municipality requirements.
7. **Greening & Waste Management** - Develop and implement a greening strategy to minimise carbon emissions, use green technologies and reduce, reuse and recycle waste through all work streams of the Expo.
8. **Monitoring & Evaluation** - Collect data at exhibitor and visitor registration for data reporting and statistical analysis of consumer trends and success of event.
9. **Legacy** - Create a platform that allows for a lasting legacy in Climate Change awareness amongst all stakeholders of the expo.
10. **Sponsorship** – Work with the sponsorship service provider to develop opportunities for corporate and donor sponsorship in and around the Expo.

### 4.3 Reporting and Accountability

DEA will set up a Project Steering Committee for the Expo that will be responsible for providing overall direction to the Expo and will be responsible for sign-off on the Project Plan, Service Level Agreement and key decisions with respect to criteria for exhibitors, theming and branding of the Expo. The service provider will identify a project lead who will report to the Project Steering Committee on at least a bi-weekly basis.

The Expo Manager will be accountable to the overall Programme Manager for the proper administration, including Accounting, Auditing, Revenue Management & Reporting.

### 4.4 Summary of Delivery Requirements: Climate Change Response Expo

The service provider must develop and execute a full business plan for the Expo that includes:

- Appropriate market research
- Budget and Financial Management Plan, including identification of sponsorship opportunities
- Risk Management Plan
- Detailed Expo Concept, including:
  - Architectural Plan
  - Security Plan
  - Marketing and Communications strategy, including integration with the Climate Awareness Campaign
  - Exhibitor Management Plan
  - Event Management Programme
  - Greening and Waste Management
  - Monitoring and evaluation strategy to determine success in achieving the Expo objectives
  - Legacy Programme

The Business plan will form the basis for the Service Level Agreement between the service provider and DEA. The service provider must develop a Project Management Plan, that describes critical milestones in the execution of the business plan and can be used to monitor progress.

Finally, upon completion of the project, the service provider must provide a comprehensively documented close out report which must include financial statements, surveys of visitors, and an evaluation of the project’s success in terms of DEA’s criteria.

### 5 THE CCR EXPO SPECIFICATIONS AND TECHNICAL REQUIREMENTS

#### 5.1 The Site

COP 17 and the CCR Expo will be hosted within the International Convention Centre Durban (ICCD) precinct from the 28th November till 9th of December 2011.

COP 17 is only open to registered delegates of the United Nations Framework for Climate Change and will be hosted at the ICC Durban. An estimated 25 000 delegates will attend the event.

The CCR Expo is open to selected exhibitors and service providers and anyone from the general public can attend. The event will be hosted at the Green Pavilion with an estimated 20 000 to 30 000 visitors from the public attending the event over the two week period.
Delegates for COP 17 and visitors travelling to the CCR expo via bus and park & ride, will be dropped off at the Transport Hub where they can gain access to the CCR Expo. COP 17 delegates will have to walk from the Transport Hub through the CCR Expo in order to access COP 17.

**Figure 1 - Geographic area showing the layout for the conference**

The CCR Expo will be situated at the Green Pavilion car park. The necessary infrastructure and services will be implemented to accommodate a fully functional expo. The most likely infrastructure will be large scale, air conditioned tents to accommodate exhibitors and other activities.

The Gugu Dlamini Park bordering the car park has been proposed for use. The eThekwini Municipality still needs to confirm the use of the park and the associated cost as well as the weight restrictions on the park due to the underground parking.
The 'Centrum Site' proposed for the CCR Expo - COP delegates must cross this area in order to enter the COP venue.

The 'Transport Hub' where COP delegates will be dropped off.

The UN COP 17 'Island Site' - the official venue for COP17/CMPT.

The ICC

The ICCD

Site Services: Ethekwini Municipality will supply essential services to the site including:
- Electrical sub-station
- Water points
- Sewage Points
- Reticulation of services inside the Expo to be managed by the Expo Organiser.

Site Rental: The site rental fee will include:
- Preparation of the site
- Site rehabilitation
- Traffic control by the Durban Metro Police
- Security around the precinct by SAP (CCR Expo security by Expo Organiser)
- Transport infrastructure (Transport Hub, Park & Ride facilities, Road Signage to the event)

Possible use of underground parking facilities for exhibitors and service providers is to be confirmed.

Figure 2: Pedestrian flow from the Transport Hub through the CCR Expo to the COP 17.
5.2 CCR Expo Space Breakdown

The CCR Expo is to be made up of the elements listed below. Based on interest from different sectors of the South African community the expo as well as its stakeholders' needs, these elements and their associated budgets may change and develop as better market, cost and revenue information on the expo is assimilated.

The Green Pavilion has 20 000 – 30 000 square meters of available space. The site will be roughly broken into different sections, specifically:

- Exhibition 10 000 sqm
- Entertainment 4 000 sqm
- Media 1 000 sqm
- Networking 3 000 sqm
- Common 4 000 sqm
- Services 5 000 sqm

These elements include but are not limited to the following:
Exhibition Pavilions to showcase local and international climate change initiatives and products. Pavilions currently planned include:

- National Government and State Owned Enterprises
- Provincial Government and Local Government
- Business and Industry
- Innovation, Science and Technology
- Climate Finance
- Religion and Faith
- International

Due to the limitation of space at the Expo and the demand to participate, each Pavilion will have an industry representative to help curate the choice of exhibitors and the exhibitor selection criteria. The industry representatives and the exhibitor selection criteria will be managed by DEA.

An Arena, which consists of the main stage and space for a crowd of 1000 people to host opening and closing night concerts, product launches, documentary screenings, public demonstrations, banquets, etc.

Conference Facilities: For more formal meetings and networking opportunities, conference facilities have been proposed, including a 100 – 200 seater auditorium, cocktail venue and individual boardrooms. (The Nedbank Building across from the ICC has been earmarked for potential use as a conference centre (site to be confirmed).

Networking Area: The networking areas will facilitate exchanges and networking within the climate change and response industry. Formal and informal meeting rooms will be provided to host private meetings, with IT services (internet, teleconferencing, printing etc.) forming part of the facilities as well as an on-line match making platform to allow exhibitors, delegates and visitors to meet and make new connections.

Media Hub: The media hub is open to all local and international press and media. Facilities to be included are high speed internet, video and tele conferencing facilities and an open office layout. Facilities for a local broadcaster may be provided to host TV interviews, talk shows, etc.

Entertainment Area: A restaurant and bar area with mini stage will cater for good food and relaxing. An organic market and art & craft market will be in close proximity.

Climate Train: As part of the public awareness campaign and social mobilisation, the organisers have proposed the Climate Train, which is an actual train that will travel around South Africa, educating and mobilizing communities on its way to the CCR Expo. Once at the Expo, elements of this train will be an exhibit and educational facility. Its function will be to continue to educate people through exhibitions, classes, talks and tours of the expo. Tours and classes will be open to all including schools and tour groups.

Reduce Re-use Recycle Station: Part of the mandate of the expo is to be environmentally friendly and achieve a low carbon footprint. The re-use re-cycle station will house initiatives involved in these areas. Such initiatives include grey water recycling from the ablutions and restaurants, food and waste recycling from the restaurants using earth worm farming techniques, rainwater harvesting and waste separation. This area will form part of the Climate Train Expo tours.

Common Areas: The common areas will showcase landscape art and sculpture, garden walls, rammed earth walls, hay bale walls, an indigenous forest, wind turbines, solar trackers and many other elements. The proposed Gugu Dlamini Park will host many of these elements.
Figure 4: The preliminary site plan for proposed CCR Expo:
Figure 5 : The preliminary CCR Expo Layout

Figure 6 : The preliminary Exhibitor floor plan for 2300sqm Combi tent
5.3 CCR Expo Architecture

The CCR exhibition site is a 20 000sqm parking lot with a 10 000sqm of grass area to the south. Services to the site such as water, electricity and sewage will be provided by the City of Durban.

All other infrastructure needs are to be planned for running up to the event and implemented within the allotted build up time, estimated at two weeks prior to the event opening.

While large scale double storey tents will be required for the exhibitor space / pavilions, it is recommended to include the Architectural industry to design and implement interesting architectural interventions for necessary infrastructure such as the Information Centre and Religion & Faith Pavilion.

These interventions will create a far more dynamic expo which will cut across the Greening and Social Mobilisation (Education) work streams as well as creating a platform for the Architectural Industry to showcase their climate change initiatives.

Depending on the circumstances and type of building, the Expo Organiser may be able to charge for the use of exhibitor space or to sell sponsorship rights to the architectural intervention.

A recent example is the Sand Bag Pavilion built for the AZA2010 expo held in Newtown. The pavilion was designed, built and sponsored by a number of individuals, organisations and funders. The building was relocated to a nearby community after the expo.

For more information visit:
- www.aza.co.za
- www.vinn.co.za
- http://www.sarahcalburn.co.za/

Sponsorship can also be found for other interventions such as Rammed Earth Walls, Forests of trees, a CO2 ball showcasing the volume of space 1ton of carbon occupies, etc etc.

5.4 Opening and Closing Times

The below dates and times are suggestions for the expo opening and closing times and should be used to cost the operational services providers such as medics, security etc. These times however can change. The dates are however set and cannot be changed.

- Expo Opening : Monday 28th November 2011
- Expo Closing : Friday 9th December 2011
- Suggested public opening time : 10:30
- Suggested public closing time : 22:00
- COP 17 Delegate access through site : 24hrs

The COP 17 conference may continue late into the evening with delegates having to catch their transport from the Transport Hub. DEA has requested that the Expo is open for all COP 17 delegates to walk from the ICC through the CCR to the Transport HUB 24hrs aday. Whilst the CCR Expo is closed to the public, Delegates will still have access through the site, preferably with security accompaniment.

COP 17 conferences begin at 08:00. Whilst it is not expected for exhibitors to have their stands open at 08:00 it is suggested that certain food vendors are open to catch the early morning breakfast and coffee traffic.
5.5 Site Security

The CCR Expo is an international event with delegates from all over the world attending. There are very strict security measures for the COP 17 and similar measures must be applied for the safety of all at the CCR Expo. The site will have to be completely fenced off with security patrols monitoring the perimeter fence. Access control will be at designated points. Any visitor to the site is to have a wrist band or similar access passes. Exhibitors are to have exhibitor badges.

Access over the pedestrian bridge to from the CCR Expo to the ICC is limited to COP 17 delegates only.

No unauthorised exhibitors, public or press are to use the bridge to access the ICC.

5.6 Ticketing

Access to the site is to be controlled at strategically placed security points. At these control points all visitors to the site are to:
- register for the event,
- complete a survey & have their “travel carbon footprint” calculated
- pay a Voluntary Climate Change Contribution, based on the carbon foot print calculated, to a Legacy Project
- be issued with an access badge or wrist band.

To make the event open to all, the event will not be a ticketed event: i.e. there will be no fee charged to visitors.

The CCR Expo Organiser is to develop and create a survey database to capture information about visitors which is relevant to climate change and consumer trends. The survey is to be developed in partnership with DEA and other Expo Stakeholders. All information is to be treated as private and confidential.

5.7 Website

As with any expo, the CCR Expo will require a website to be developed to help disseminate information relevant to the expo. The website is to have the following aspects
- General Information such as opening and closing times, dates, location, ticket prices, contact information, transport routes and access to the venue, etc.
- An online booking meeting and conference booking system.
- An online matchmaking system for business, exhibitors, visitors, press, etc to make contact with interested parties.
- News and information updates on the expo
- Information on talks, conferences, events etc.
- Press releases about the expo.
- Information about sponsorship packages and contact details.
- Content on Climate Change Awareness (content to be supplied by DEA).
- Other necessary information relevant to hosting a successful expo of this size and complexity.
5.8 Target Audience

The following target audience is envisaged –

COP 17 delegates – It is hoped that through the demonstration of how South Africa, as a developing nation, is pro-actively responding to climate change, COP 17 delegates will be, among others: inspired to seek agreements in the negotiations that benefit Africa and developing nations in general; inspired to seek partnerships with South African counterparts in progressing effective climate change responses; awakened to the real plight of developing nations and the courage and passion of our response; awakened to the need for urgent adaptation interventions.

The international COP 17 press contingent – It is hoped that through the demonstration of how South Africa, as a developing nation, is pro-actively responding to climate change, the international press will be, among others: inspired to promote their country’s support for agreements in the negotiations that benefit Africa and developing nations in general; inspired to promote their country’s support for partnerships with South African counterparts in progressing effective climate change responses; awakened to the real plight of developing nations and the courage and passion of our response; awakened to the need for urgent adaptation interventions; and awakened to the real and urgent need for securing an internationally binding agreement.

Local and international donors and businesses – It is hoped that exhibitors will be able to showcase climate change response interventions that could be scaled up and/or replicated if further resources are made available and that local and international donors and businesses will be motivated and/or inspired to offer support in this regard.

The general public, especially, the youth – It is hoped that the exhibitions and other CCR Expo events will raise general awareness around climate change and our response to climate change, especially personal action and behaviour change.

5.9 Revenue, Funding and Sponsorships

Funding for the CCR Expo will be provided for by DEA. There is however many possible revenue streams associated with the Expo and market indicators show that there is a high demand for exhibitor space and branding opportunities.

As such, the CCR Expo is to be run, as far as practically possible, as a commercial to semi-commercial event along the lines of the annual Tourism Indaba. The Expo Organiser is to propose a business case that will generate revenue to recuperate the cost of hosting the event.

The problem of effectively excluding NGOs and CBOs that do not have the funds to buy space may be overcome through cross-subsidies and/or donor support secured by the Sponsorship workstream.

COP 17 is an international event that is similar to the soccer World Cup in terms of stature and scale. In a similar way, as an event there are many different marketing and branding opportunities. The Department will contract a service provider to undertake development and leveraging of sponsorships.

The Sponsorship work stream is tasked with achieving the following:

- Design sponsorship packages applicable to all activities around the COP and CCR Expo’s
- Market these packages
- Secure sponsorship commitment
As part of the CCR Expo Organisers responsibilities, they are to communicate with the Sponsorship work stream to identify and develop sponsorship opportunities. Any revenue received from the sponsorship packages will go towards paying for the cost of the Expo. Any profit made will go towards Legacy Building projects.

A clear delineation of responsibilities between the Sponsorship work stream and the Expo Organiser will be drawn up in by the Programme Manager in consultation with the service providers.

6 BUDGET

It is critical that the exhibition is accurately costed. To this end, and to assist in the adjudication process, DEA have included a costing exercise that provides a detailed budget breakdown with suggested line items and specified units and quantities. This is provided as a guideline and suggested format for pricing.

Bidders are encouraged to submit a similarly detailed budget that reflects their approach to delivering on the Expo objectives. Where the approach proposed by the bidders diverges substantially from the assumptions inherent in the costing exercise – for instance, in terms of the spatial layout of the Expo – the assumptions and resultant cost impacts should be made explicit.

See CCR Expo TOR.xls for the costing exercise.

7 CR EXPO TIMELINES

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expo Organiser Appointment</td>
<td>July 2011</td>
</tr>
<tr>
<td>Planning and Implementation</td>
<td>July – Nov 2011</td>
</tr>
<tr>
<td>Build up</td>
<td>14th - 25th November 2011</td>
</tr>
<tr>
<td>Expo</td>
<td>28th November - 9th December 2011</td>
</tr>
<tr>
<td>Reporting and Documentation</td>
<td>9th December 2011 – February 2012</td>
</tr>
</tbody>
</table>

The Expo Organiser is to develop a clear and concise time line and associated cash flow projection for the CCR Expo.

8 CONTACT PERSON

Ms. Gcinashe Gcanga, Tel: (012) 395 1840, Fax: 012) 322 2602 Email: ggcanga@environment.gov.za.
### Table of Contents

1. **Purpose** .................................................................................................................. 2
2. **Background** ............................................................................................................ 2
3. **Introduction** ............................................................................................................ 2
   3.1 Exhibition ............................................................................................................... 3
   3.2 Marketing, Communication and Social Mobilisation ............................................... 3
   3.3 Greening COP 17 and Legacy Programme ................................................................. 3
   3.4 Sponsorships .......................................................................................................... 4
   3.5 Programme Management ......................................................................................... 4
4. **Overview of This Specific Delivery: Climate Awareness Campaign Management** ... 5
   4.1 Objectives ............................................................................................................... 5
   4.2 Climate Awareness Campaign Elements .................................................................. 5
     4.2.1 The National Climate Change Response White Paper ....................................... 5
     4.2.2 Provincial Climate Change Summits .................................................................. 6
     4.2.3 The Climate Train .............................................................................................. 6
     4.2.4 The Climate Change Response Expo .................................................................. 6
   4.3 Campaign Management Roles and Responsibilities ............................................. 6
     4.3.1 Project Management and Planning ................................................................. 6
     4.3.2 Campaign Conceptualisation and Execution ..................................................... 6
     4.3.3 Content Development and subject matter expertise ......................................... 7
     4.3.4 Events Management ......................................................................................... 7
     4.3.5 Greening ........................................................................................................... 7
     4.3.6 Performance Evaluation and Impact Analysis .................................................. 7
   4.4 Budget ..................................................................................................................... 7
   4.5 Reporting and Accountability .................................................................................. 7
5. **Delivery Requirements: Climate Awareness Campaign Management** ................... 8
   5.1 Project Deliverable: Project Management ............................................................... 8
   5.2 Project Deliverable: Campaign Concept ............................................................... 8
   5.3 Project Deliverable: National Climate Change Response Media Development .... 8
   5.4 Project Deliverable: Provincial Summits ............................................................... 9
   5.5 Project Deliverable: The Climate Train ............................................................... 9
   5.6 Project Deliverable: Greening the Campaign ...................................................... 9
6. **Timing and Implementation** .................................................................................... 9
7. **The Bid** ..................................................................................................................... Error! Bookmark not defined.
8. **Evaluation Criteria** ................................................................................................ Error! Bookmark not defined.
9. **Contact Person** ....................................................................................................... 9
1 PURPOSE

The purpose of this Request for Proposal (RFP) is to present the terms of reference (TOR) and comprehensive bidders response requirements, in respect of the Climate Awareness Campaign Management in preparation for COP 17.

Included in this document is:

- A general background to COP 17
- Introduction to the COP 17 Department of Environmental Affairs (DEA) projects
- Requirements and deliverables for a service provider to be appointed as Climate Awareness Campaign Manager as described under these terms of reference.
- Timing of the project.
- Information requirements and instructions in respect of completing the response to this document.
- The basis for evaluation and scoring of this bid.

2 BACKGROUND

South Africa has been awarded the responsibility to host the next United Nations Framework on Climate Change (UNFCCC) Conference of Parties (COP 17) to be held in Durban in December 2011. The South African Government regards climate change as one of the greatest threats to sustainable development, which will have a disproportionately high impact on African countries and the poor, who have contributed the least to the problem. If un-mitigated, climate change has the potential to undo or undermine many of the social, economic and environmental advances made in South Africa.

As a responsible global citizen and in sync with its obligations under the UNFCCC, South Africa is committed to contribute its fair share to the global effort in reducing greenhouse gas emissions and implementing strategies to adapt to the impacts of climate change. As a part of this commitment South Africa offered to host COP 17. Durban has been appointed as the host city and the conference will take place from the 28th of November to the 9th of December 2011. 185 world nations will be represented in the negotiations and as a result approximately 25,000 delegates will visit the city.

Further information:

- www.COP17durban.com
- www.climateresponse.co.za
- www.unfccc.int

The South African government has delineated the work amongst its key affected departments i.e. the Department of International Relations and Co-operation (DIRCO) and the Department of Environmental Affairs (DEA or the Department). DEA will, amongst others, be responsible of the co-ordination and management of the South African non-UN participation at the COP to be held in Durban. This will involve raising awareness, creating a lasting legacy, showcasing South African climate resilience efforts and ensuring that the citizens and stakeholders appreciate the significance of hosting such a prestigious event and be host to close to 25 000 delegates from across the world.

3 INTRODUCTION

The Department of Environmental Affairs has a number of specific objectives relating to COP 17. Some of the deliverables are directly part of the UN COP hosting agreement, and some of these deliverables are discretionary,
but are part of the DEA integrated climate change response strategy. DEA has conceptualized this role to involve the co-ordination and implementation of five (5) high level, distinct and inter-related projects namely:

- The South African exhibition area or “Expo”
- Marketing, Communication and Social Mobilisation
- Greening COP 17 and Legacy Programme
- Sponsorships
- Programme Management

DEA has been given the responsibility of ensuring that COP 17 is hosted in an environmentally sustainable manner, and the intention is to achieve a zero carbon footprint event. This requires various logistical components, infrastructure and conference methodology to use green technologies, and where emissions cannot be avoided, to off-set the carbon. This has to be carried throughout operations in all the work streams.

The five (5) work streams, whilst they are viewed as distinct projects and service providers will separately submit proposals for each of them; the relationship and overlap between the projects must be recognised in the proposals. The projects are part of an overall programme whose objective is to showcase, raise awareness and leave a lasting South African legacy.

Specific project deliverables will be delivered by service providers in terms of project specific TORs and direct contracts to DEA, and as a result of specific procurement processes, but will fall under the overall programme management arrangements defined in this document.

3.1 Exhibition
The Department wishes to showcase the efforts that the country and its stakeholders are doing with respect to both climate adaptation and mitigation, and accordingly wishes to arrange an exhibition to showcase efforts by national departments, public entities; parliament; provincial governments; local government, business and civil society organizations. This expo will be hosted in the “Green Pavilion” located in the centrum site adjacent to the UN precinct and ICC. An exhibition organiser will be appointed separately by DEA to engage with stakeholders and service providers, manage the expo, curate the exhibitions, arrange events within the exhibition space, and coordinate all the necessary logistical components of the exhibition.

3.2 Marketing, Communication and Social Mobilisation
In the build up to and during the conference a critical element will be public awareness, public relations, communications and coordinating citizens’ participation and mobilisation. A national media campaign aimed at raising the public’s awareness of climate change issues will be run. Stakeholders will be engaged in the build up to COP 17 through provincial summits. A climate train will provide a creative platform for South Africans to convey messages to COP 17. The Department will setup a communications office for COP 17 and will appoint the necessary service providers to lead and facilitate all tasks related to this.

3.3 Greening COP 17 and Legacy Programme
DEA has been given the responsibility of ensuring that COP 17 is hosted in an environmentally sustainable manner, and the intention is to achieve a low carbon footprint event. This requires various logistical components, infrastructure and conference methodology to use green technologies, implement carbon reduction projects and/or to simply off set the carbon footprint. DEA will appoint a “greening” service provider to:

- Conduct technology and methodology scoping for the different event greening elements as outlined in the national greening framework.
- Determine carbon footprint and investigate carbon reduction and off-setting options.
- Effect carbon offset measures buy purchasing carbon credits through accredited mechanisms.
• Design a Greening Programme based on the above methods.
• Implementation of the greening programme.

In regards to the Legacy Programme, DEA views COP 17 as a significant and historical moment for South Africa's climate resilience journey. DEA will shortly publish the National Climate Change Response Strategy, which describes the relevant national actions in more details. COP 17 is a valuable opportunity to design and implement innovative legacy projects that harness the momentum of the conference and are aligned with the national response strategy. Thus, DEA has requested proposals for legacy projects through a call for expressions of interest. The service provider will project manage the identification and implementation of legacy projects in addition to the Greening of COP 17.

3.4 Sponsorships
COP 17 is an international event that is similar to the soccer World Cup in terms of stature and scale. In this way there are many different marketing and branding opportunities. A key outcome of sponsorships is that DEA's implementation costs should be funded and therefore the requirement is a team to design and sell sponsorship packages. DEA will appoint a service provider to:
• Prepare sponsorship packages
• Market packages to various partners
• Secure the sponsorship deals
• Function in alignment with the climate awareness initiatives, exhibition space available to branding, and the many media opportunities which will support brand building for the sponsors.

3.5 Programme Management
All of the above work streams need to be overseen and managed in an integrated manner. An expert project management team will be contracted to undertake all the necessary tasks related to coordinating planning and implementation. The Programme Management Office will support integration of projects that require multiple service providers, payments for services delivered, overall planning and co-ordination, and media liaison. The Programme Management function will be a full service office, enabled to carry out the following key functions:
• Programme governance
• Stakeholder management and communications
• Programme administration
• Project management
• Project procurement support.
• Contract management
• Financial management and control
• Detailed project planning
• Operational co-ordination between projects
• Provide a Risk Control function, which constantly monitors the risk profile of the present situation, and seeks remedies to mitigate risk.

The successful bidder on this RFP will need to work with the established Programme Management Office, which will co-ordinate and oversee the specific delivery by the successful bidder of the services offered.
NOTE: The Establishment of the Programme Management Office DOES NOT MITIGATE the requirements of the successful bidder on the TOR’s contained herein to fully plan, manage, co-ordinate, communicate and control the services offered in response to this TOR.
4 OVERVIEW OF THIS SPECIFIC DELIVERY: CLIMATE AWARENESS CAMPAIGN MANAGEMENT

Raising public awareness of climate change and coordinating citizen participation and mobilisation in the build up to COP 17 will be critical to maximising the impact of the conference. With this in mind, the Department has setup a Communications Office for COP 17 and requires a Climate Awareness Campaign Manager to lead and facilitate a climate awareness campaign that has a strong social mobilisation component. In light of the complexity and range of deliverables involved, the department encourages responses from consortiums.

4.1 Objectives

The key objective for this work stream, as communicated by the Minister of Water and Environmental Affairs is to raise awareness of climate change and promote a culture of climate activism in the context of COP 17.

In terms of raising awareness of climate change, a further objective is to publicise and mobilise support for the National Climate Change Response White Paper.

The consultation process and research that informed the drafting of the white paper indicates that achieving the national climate change objectives in terms of mitigation and adaptation will require significant behaviour change by ordinary South Africans and cannot be achieved on the basis of technical supply-side interventions alone. Promoting a culture of climate activism should be seen within this context.

South Africa's hosting of the COP 17 event provides a unique opportunity to raise awareness of climate change and mobilise society around the objectives of the national response. The purpose of this work stream is to realise that opportunity. Furthermore, it provides a special opportunity to showcase local climate change initiatives before an influential global audience and develop investment relationships that can be greatly enhanced by projecting the sort of national spirit that was so evident during the soccer World Cup.

The following outcomes are critical to the Climate Awareness objectives:

- Educating South Africans from all walks of life about the causes and effects of climate change.
- Popularising the National Climate Change Response Policy and promotion of local, provincial and national climate change actions and strategies, including climate change solutions and innovations.
- Informing the public about COP 17, and promoting public participation in activities and events relating to COP 17.
- Mobilising South Africans to take practical actions on climate change that extend beyond COP 17 and serve as a lasting legacy to South Africa's hosting of COP 17.
- Enhancing cooperation between the spheres of government, business, the community, non-governmental organisations, environmental groups and other stakeholders in mobilising for climate change.

4.2 Climate Awareness Campaign Elements

The following key mechanisms for the Climate Awareness Campaign have already been identified by the Department:

4.2.1 The National Climate Change Response White Paper

The white paper is currently in draft format and is scheduled to be published by government gazette in July 2011. The white paper will provide the core content in terms of messaging for the climate awareness campaign, and the production of user-friendly media based on the white paper will form a key aspect of the climate awareness campaign.
4.2.2 Provincial Climate Change Summits
The department has identified a requirement for climate change summits in each of the nine (9) provinces to present the National Climate Change Response, promote provincial and local climate change actions and strategies, showcase climate change solutions and innovations and mobilise public participation in climate change activities and events around COP 17.

4.2.3 The Climate Train
The climate train will function as a central metaphor around which social mobilisation for COP 17 will cohere. One or more physical trains, carrying delegates and representatives from the provinces to COP 17, will be assembled and retrofitted to support a variety of climate change awareness initiatives and will provide a platform for the public to engage with. A steering committee chaired by Indalo Yethu has been established, and Indalo Yethu will be responsible for contracting service providers to execute on the concept. The Climate Awareness Campaign Management team will need to actively promote and engage with this initiative. The Climate Train Concept Document is included as Appendix A to these terms of reference.

4.2.4 The Climate Change Response Expo
While the access to the COP 17 precinct and facilities will be limited to delegates, DEA is responsible for arrangements in relation to the Climate Change Response (CCR) Expo, to which the general public will have access. The Climate Change Awareness Campaign team will need to work closely with the Expo Organiser, who will be a separately appointed service provider, to ensure alignment between these work streams. The Request for Information issued to identify potential exhibitors and service providers is included as Appendix B to these terms of reference.

Bidders are welcome to identify additional and/or complementary mechanisms for the Climate Awareness Campaign in their proposals.

4.3 Campaign Management Roles and Responsibilities
The service provider is expected to play the role of an “Integrator Agency” i.e. establish the campaign concept and coordinate the procurement, contracting, and project management of the full range of service providers required for executing on the objectives and deliverables for the Climate Awareness Campaign. In fulfilling this role, the service provider will need establish effective collaborative working relationships with the other service providers contracted to support DEA’s overall COP 17 programme, as well as actively engage with a range of stakeholders in all spheres of government and civil society.

Due to the tight timeframes involved, it is recommended that respondents to the RFP establish their credentials, either internally or through partners in a consortium, to deliver the following key roles and functions:

4.3.1 Project Management and Planning
Respondents will need to prove their ability to manage complex projects involving multiple stakeholders, multiple services providers, and timeframes that are both tight and inflexible.

4.3.2 Campaign Conceptualisation and Execution
The service provider’s team must demonstrate capacity and experience in marketing and brand initiation, involving skills and functions typically associated with advertising agencies. Elements of the campaign are expected to include online, print and broadcast media, partnership with the public broadcaster as well as ‘below the line’ activities such as exhibitions and events. An interim media campaign, managed by Indalo Yethu, has already been triggered and the service provider will need to build on this campaign.
4.3.3 Content Development and subject matter expertise
The department seeks to create a "people's" version of the white paper that extracts core messages from the white paper, and communicates them in accessible terms in all official languages, in both a booklet and poster format. This will require experience in materials development and subject matter expertise in the climate change domain.

4.3.4 Events Management
The service provider will be expected to provide event management expertise for, amongst others, nine provincial summits.

4.3.5 Greening
The Department aspires for COP 17 to be a carbon neutral event, and this extends to the Climate Awareness Campaign. The service provider must implement guidelines that will be developed for the Department's COP 17 programme to mitigate and offset the carbon footprint of the climate awareness campaign.

4.3.6 Performance Evaluation and Impact Analysis
In addition to monitoring and evaluation of performance in relation to the Project Plan and Service Level Agreement, an independent service provider will be contracted to conduct surveys of the general public before and after the Climate Awareness campaign to provide an impact analysis.

4.4 Budget
The department has provisionally estimated a budget of R45 million, excluding project management fees, for Marketing, Communications and Social Mobilisation to execute the Climate Awareness Campaign. It is the department's intention to recover or reduce the costs associated with the campaign through the packaging of sponsorship opportunities. Accordingly, the budget for this work stream may be adjusted upwards or downwards, depending on the success in leveraging these opportunities.

4.5 Reporting and Accountability
A Project Steering Committee (PSC) for the Climate Awareness Campaign will be established, chaired by the department's Director of Communications and including a technical expert from the Programme Management Team with suitable experience in media and communications, as well as key stakeholders such as Indalo Yethu and one or more representatives from business and labour. The PSC will be responsible for providing overall direction to the campaign, including sign-off on the content and design of media and messaging. The service provider must identify a Project Lead who will attend all PSC meetings and be responsible for project reports – on at least a bi-weekly basis.

The Programme Management Team appointed by DEA for the overall management of its obligations and commitments in terms of COP 17 will be responsible for ongoing oversight and performance management of the service provider in terms of their contractual obligations and ensuring the integration of the Climate Awareness Campaign with the other work streams. The Programme Management Team will also be responsible for the administration of all payments and disbursements to the service provider and ensuring appropriate contractual arrangements are in place. To ensure accountability for the climate awareness work stream in relation to the Department's overall programme, the Project Lead will report to the technical expert identified by the Programme Management Team. In the event of issues requiring escalation, the Project Lead may escalate matters to the Head of the Programme Management team.
5 DELIVERY REQUIREMENTS: CLIMATE AWARENESS CAMPAIGN MANAGEMENT

COP 17 will run during the first half of December 2011, from the 28th of November to the 9th of December 2011. During the period September 2011 to January 2012 the following significant activities and deliverables will need to be executed.

- Project management
- Development and execution of the Campaign Concept
- Development of Media and Content in relation to the National Climate Change Response White Paper
- National Climate Change Response Media Development
- Management of the Provincial Climate Change Summits
- Coordination of climate awareness activities and integration with the Climate Train
- Greening the campaign
- Leveraging of sponsorship opportunities

These deliverables are expanded in further detail below.

5.1 Project Deliverable: Project Management

The service provider will develop, execute and report against a Project Plan to ensure that all activities and deliverables relating to climate awareness are managed in a timely, effective and co-ordinated manner. The programme management team will either contract in service providers or will possess sufficient team capability such that all the specified deliverables are achieved.

The service provider must ensure that sub-contractors meet the requirements of professional service delivery in accordance with the timelines and specifications in the Project Plan and Service Level Agreement.

5.2 Project Deliverable: Campaign Concept

While there is no prescribed methodology for implementing this campaign beyond the campaign elements already identified in this terms of reference, the campaign must effectively target the objectives and achieve the outcome identified in section 3.1.

The Campaign Concept must provide a communications and stakeholder engagement strategy that is targeted at all South Africans across gender, language, geographical location, literacy levels, living standards measure (LSM) and varying socio-economic circumstances.

Some elements of the branding strategy are already being developed by other stakeholders in various COP 17 related campaigns, or are being developed separately in relation to the branding of the main COP 17 event in terms of the mandate of the Department of International Relations and Cooperation (DIRCO). Alignment with these must be ensured.

The Campaign Concept must include an integrated approach to all project deliverables.

5.3 Project Deliverable: National Climate Change Response Media Development

As a formal national policy document, the National Climate Change Response White Paper will inevitably be drafted in a language that is not easily accessible to all South Africans. The development of accessible media and communications based on the content of the white paper in all major national languages will provide a key tool for the Climate Awareness Campaign and needs to be integrated into the Campaign Concept. Possible strategies include:

- A poster for classrooms and public buildings
5.4 Project Deliverable: Provincial Summits

A climate change summit will be hosted by each Province, in partnership with the Department. The purpose of these provincial events is to educate, inform and engage with the general public around climate change, the National Climate Change Response and South Africa’s climate change negotiating position at COP 17.

The service provider will be required to:

- Engage with the PSC and Provinces to develop summit programmes, and manage summit content, including speakers, presentations, information packs, recording and reporting proceedings.
- The service provider will also be responsible for the event management function, which will include media and publicity, invitations and registration, securing venues and catering, logistics, branding and all necessary sub-contracting arrangements in respect of the above.

In negotiation with the PSC, a schedule of dates for the Provincial Climate Change Summits needs to be compiled based on the availability of the Minister, DG and/or department top management and provincial counterparts.

5.5 Project Deliverable: The Climate Train

The climate train is both a specific project involving an actual train, and a metaphor for social mobilisation around which a wide range of awareness and mobilisation activities can cohere. The service provider is expected to participate in the Climate Train Steering Committee chaired by Indalo Yethu, and ensure that the Department effectively utilises and develops this platform for engaging with a wide range of stakeholders and stakeholder initiatives within the context of the social mobilisation objectives of the Climate Awareness Campaign. The structures in the process of being established around the climate train have a key role to play in coordinating activities around COP 17.

5.6 Project Deliverable: Greening the Campaign

In accordance with the Department’s objective of implementing all COP 17 initiatives with as low carbon emissions as possible it is required that the proposal as a whole be oriented towards greening opportunities and that these elements are highlighted in terms of delivery.

6 TIMING AND IMPLEMENTATION

The project will commence following the signing of a contract between the department and the selected service provider, which is expected to take place by 1 July 2011.

Items on the critical path for this project include the approval by cabinet and gazetting of the white paper, which is scheduled to take place by the end of July 2011. All provincial climate change summits should only be hosted after the National Climate Change Response has been approved by Cabinet.

The climate awareness campaign is expected to have a duration of no longer than six months and will be completed by the end of January 2011.

7 CONTACT PERSON

Mr. Albi Modise Tel: 012 310 3123, cell: 083 490 2871, fax: 012 322 2476 email: amodise@environment.gov.za
TABLE OF CONTENTS

1 Purpose ........................................................................................................................................... 2

2 Background ...................................................................................................................................... 2

3 Introduction ....................................................................................................................................... 2

3.1 Exhibition ..................................................................................................................................... 3

3.2 Marketing, Communication and Social Mobilisation ..................................................................... 3

3.3 Greening COP 17 and Legacy Programme .................................................................................. 3

3.4 Sponsorships ................................................................................................................................. 4

3.5 Programme Management ............................................................................................................ 4

4 Overview of This Specific Deliverable: Greening of COP 17 .......................................................... 5

5 Delivery Requirements: Greening of COP 17 ............................................................................... 5

5.1 Project Deliverable: Overall event greening management .......................................................... 6

5.2 Project Deliverable: Carbon footprint assessment of COP 17 ..................................................... 6

5.3 Project Deliverable: Offsetting carbon footprint assessment of COP 17 ................................. 7

5.4 Project Deliverable: Legacy Programme ....................................................................................... 8

6 Timing and Implementation ............................................................................................................... 8

7 The Bid ............................................................................................................................................. Error! Bookmark not defined.

8 Evaluation Criteria ........................................................................................................................... Error! Bookmark not defined.

Contact Person .................................................................................................................................... 8
1 PURPOSE

The purpose of this Request for Proposal (RFP) is to present the Terms of Reference (TOR) and comprehensive bidders response requirements, in respect of the Greening of COP 17.

Included in this document is:

- A general background to COP 17
- Introduction to the COP 17 Department of Environmental Affairs (DEA) projects
- Requirements and deliverables for a service provider to be appointed to manage the overall COP 17 Greening and Legacy Projects component as described under these terms of reference.
- Timing of the project.
- Information requirements and instructions in respect of completing the response to this document.
- The basis for evaluation and scoring of this bid.

2 BACKGROUND

South Africa has been awarded the responsibility to host the next United Nations Framework on Climate Change (UNFCCC) Conference of Parties (COP 17) to be held in Durban in December 2011. The South African Government regards climate change as one of the greatest threats to sustainable development, which will have a disproportionately high impact on African countries and the poor, who have contributed the least to the problem. If un-mitigated, climate change has the potential to undo or undermine many of the social, economic and environmental advances made in South Africa.

As a responsible global citizen and in sync with its obligations under the UNFCCC, South Africa is committed to contribute its fair share to the global effort in reducing greenhouse gas emissions and implementing strategies to adapt to the impacts of climate change. As part of this commitment South Africa offered to host COP 17. Durban has been appointed as the host city and the conference will take place from the 28th of November to the 9th of December 2011. 185 world nations will be represented in the negotiations and as a result approximately 25,000 delegates will visit the city.

Further information:
- www.cop17durban.com
- www.climateresponse.co.za
- www.unfccc.int

The South African government has delineated the work amongst its key affected departments i.e. the Department of International Relations and Co-operation (DIRCO) and the Department of Environmental Affairs (DEA or the Department). DEA will, amongst others, be responsible of the co-ordination and management of the South African non-UN participation at the COP to be held in Durban. This will involve raising awareness, creating a lasting legacy, showcasing South African climate resilience efforts and ensuring that the citizens and stakeholders appreciate the significance of hosting such a prestigious event and be host to close to 25 000 delegates from across the world.

3 INTRODUCTION

The Department of Environmental Affairs has a number of specific objectives relating to COP 17. Some of the deliverables are directly part of the UN COP hosting agreement, and some of these deliverables are discretionary,
but are part of the DEA integrated climate change response strategy. DEA has conceptualized this role to involve the co-ordination and implementation of five (5) high level, distinct and inter-related projects namely:

- The South African exhibition area or “Expo”
- Marketing, Communication and Social Mobilisation
- Greening COP 17 and Legacy Programme
- Sponsorships
- Programme Management

DEA has been given the responsibility of ensuring that COP 17 is hosted in an environmentally sustainable manner, and the intention is to host a low carbon footprint event. This requires various logistical components, infrastructure and conference methodology to use green technologies, and where emissions cannot be avoided, to off-set the carbon. This has to be carried throughout operations in all the work streams.

The five (5) work streams, whilst they are viewed as distinct projects and service providers will separately submit proposals for each of them, the relationship and overlap between the projects must be recognised in the proposals. The projects are part of an overall programme whose objective is to showcase, raise awareness and leave a lasting South African legacy.

Specific project deliverables will be delivered by service providers in terms of project specific TORs and direct contracts to DEA, and as a result of specific procurement processes, but will fall under the overall programme management arrangements defined in this document.

3.1 Exhibition

The Department wishes to showcase the efforts that the country and its stakeholders are doing with respect to both climate adaptation and mitigation, and accordingly wishes to arrange an exhibition to showcase efforts by national departments, public entities; parliament; provincial governments; local government, business and civil society organizations. This expo will be hosted in the “Green Pavilion” located in the centrum site adjacent to the UN precinct and ICC. An exhibition organiser will be appointed separately by DEA to engage with stakeholders and service providers, manage the expo, curate the exhibitions, arrange events within the exhibition space, and coordinate all the necessary logistical components of the exhibition.

3.2 Marketing, Communication and Social Mobilisation

In the build up to and during the conference a critical element will be public awareness, public relations, communications and coordinating citizens’ participation and mobilisation. A national media campaign aimed at raising the public’s awareness of climate change issues will be run. Stakeholders will be engaged in the build up to COP 17 through provincial summits. A climate train will provide a creative platform for South Africans to convey messages to COP 17. The Department will setup a communications office for COP 17 and will appoint the necessary service providers to lead and facilitate all tasks related to this.

3.3 Greening COP 17 and Legacy Programme

DEA has been given the responsibility of ensuring that COP 17 is hosted in an environmentally sustainable manner, and the intention is to achieve a low carbon footprint event. This requires various logistical components, infrastructure and conference methodology to use green technologies, implement carbon reduction projects and/or to simply off set the carbon footprint. DEA will appoint a service provider to:

- Conduct technology and methodology scoping for the different event greening elements as outlined in the national greening framework and other guiding tools.
- Determine carbon footprint and investigate carbon reduction and off-setting options.
• Effect relevant carbon offset measures.
• Design an overall Greening Programme for all the work streams.
• Implement the greening programme.
• Investigate and define suitable legacy project/s for SA’s hosting of COP 17

In regards to the Legacy Programme, DEA views COP 17 as a significant and historical moment for South Africa’s climate resilience journey. DEA will shortly publish the National Climate Change Response Strategy, which describes the relevant national actions in more details. COP 17 is a valuable opportunity to design and implement innovative legacy projects that harness the momentum of the conference and are aligned with the national response strategy. Thus, DEA has requested proposals for legacy projects through a call for expressions of interest. The service provider will have to project manage the identification and implementation of legacy projects in addition to the Greening of COP 17.

3.4 Sponsorships
COP 17 is an international event that is similar to the soccer World Cup in terms of stature and scale. In this way there are many different marketing and branding opportunities. A key outcome of sponsorships is that DEA’s implementation costs should be funded and thus the requirement is a team to design and sell sponsorship packages. DEA will appoint a service provider to:
• Prepare sponsorship packages
• Market packages to various partners
• Secure the sponsorship deals
• Function in alignment with the climate awareness initiatives, exhibition space available to branding, and the many media opportunities which will support brand building for the sponsors.

3.5 Programme Management
All of the above work streams need to be overseen and managed in an integrated manner. An expert project management team will be contracted to undertake all the necessary tasks related to coordinating planning and implementation. The Programme Management Office will support integration of projects that require multiple service providers, payments for services delivered, overall planning and co-ordination, and media liaison. The Programme Management function will be a full service office, enabled to carry out the following key functions:
• Programme governance
• Stakeholder management and communications
• Programme administration
• Project management
• Project procurement support.
• Contract management
• Financial management and control
• Detailed project planning
• Operational co-ordination between projects
• Provide a Risk Control function, which constantly monitors the risk profile of the present situation, and seeks remedies to mitigate risk.

The successful bidder on this RFP will need to work with the established Programme Management Office, which will co-ordinate and oversee the specific delivery by the successful bidder of the services offered.

NOTE: The Establishment of the Programme Management Office DOES NOT MITIGATE the requirements of the successful bidder on the TOR’s contained herein to fully plan, manage, co-ordinate, communicate and control the services offered in response to this TOR.
4 OVERVIEW OF THIS SPECIFIC DELIVERABLE: GREENING OF COP 17

DEA has been given the responsibility of ensuring that COP 17 is hosted in an environmentally sustainable manner, and the intention is to achieve a low carbon footprint for COP 17, and where emissions cannot be reduced, to off-set them. The event elements that need to be considered in the greening of COP 17 include:

a. Transportation of official delegates to COP 17 from point of origin to Durban.
b. Transport of official delegates within Durban between accommodation and the UN Precinct (Durban ICC).
c. All activities within UN precinct and the Durban ICC surrounds associated with the hosting of COP 17.
d. Activities associated with COP 17 held outside the UN precinct organised by eThekwini, DIRCO, DEA and other government departments, including the Expo and social mobilisation events.
e. Security arrangements for venues and delegates.
f. Accommodation and hospitality for delegates.
g. Provision of water, power, waste management and other municipal services for the above and related events.
h. Any other service, function or activity associated with the hosting of COP 17 which will have an environmental impact or result in increased emissions.

The greening and carbon neutrality of COP 17 is a joint effort between several departments, which have established a Greening COP 17 Working Group. DEA has the overall mandate to ensure a successful greening of COP 17, and specific roles have been allocated as follows:

a. The Department of International Relations and Co-operation (DIRCO) will ensure that the UN precinct is carbon neutral as per the UN Hosting Agreement with South Africa.
b. DEA is responsible for ensuring that the activities outside the United Nations precinct of COP 17 (which includes the Expo, climate train and social mobilisation) have a low carbon footprint.
c. eThekwini Municipality is implementing their own localised Greening of COP 17 initiatives and will manage the carbon footprint and reduction at a municipal level.
d. The KwaZulu Natal Province through the Department of Agriculture and Environment will assist eThekwini Municipality in greening of COP 17 and they will be procuring their own carbon reduction projects. In addition to this they will be hosting 3 provincial seminars to raise climate change awareness and to deliver a provincial grassroots position on the climate change.

The Greening COP 17 Working Group consists of DEA, DIRCO, eThekwini, the KwaZulu Natal Department of Agriculture and Environment, and Indalo Yethu and will be the Project Management Team for this project.

The Greening of COP 17 project requires overall greening management services to manage DEA's mandate in ensuring the greening of various work streams defined in this TOR such that COP 17 is implemented with the least amount of carbon emissions possible (given the short timeframes until COP 17). This requires oversight and coordination of all greening initiatives for COP 17 by the Greening Working Group. The service provider will also be required to conduct the national carbon footprint assessment of COP 17 and to offset the carbon footprint of COP 17. Additionally a legacy programme will be developed under this work stream to ensure that the COP 17 leaves flagship projects to continue the objectives of climate change adaptation, mitigation and resilience.

5 DELIVERY REQUIREMENTS: GREENING OF COP 17

COP 17 will run during the first half of December 2011, from the 28th of November to the 9th of December 2011. During the period July 2011 to January 2012 the following significant activities will need to be executed in respect of this Terms of Reference:
1. Overall event greening management
2. Carbon footprint assessment of COP 17
3. Offsetting and/or reducing the carbon footprint of COP 17
4. Legacy Programme

The greening service provider must ensure that the carbon footprint assessment and carbon offsetting deliverables are conducted separately by two different sub-contractors. The greening service provider must coordinate their outputs, verify results of each of these deliverables and ensure appropriate accounting of carbon produced and offset for COP 17.

5.1 Project Deliverable: Overall event greening management

The aim of this deliverable is to ensure that the various components of the COP 17 event are conducted in an environmentally sustainable manner that minimises carbon emissions, within the constraints of time, available technologies and budget.

The service provider will be expected to:
   2. Engage with managers of the different COP 17 elements and propose appropriate greening initiatives and technologies to be implemented.
   3. Oversee and coordinate the alignment of all greening initiatives being implemented in all work streams and by the Greening COP 17 Working Group.
   4. Monitor, report, and verify all greening initiatives being conducted by parties responsible for the different elements of the hosting of COP 17.
   5. Produce relevant media and educational materials to assist managers of the different COP 17 elements to green their components.
   6. Prepare public information and messages to be utilised by DEA and DIRCO in their communications around the greening of COP 17.

5.2 Project Deliverable: Carbon footprint assessment of COP 17

The aim of this deliverable is to determine a comprehensive carbon footprint assessment of COP 17. In this regard it must be noted that some Greening COP 17 Working Group members will be conducting carbon footprint assessments for their own activities, which the selected service provider for this TOR will be required to integrate, monitor and quality assure. The following tasks are required to achieve this deliverable:
   1. Determine the parameters of all carbon footprint projects being conducted by the Greening COP 17 working group, which include:
      a. eThekwini’s Municipality Carbon Footprint and Reduction projects for Durban.
      b. DIRCO's carbon neutrality obligations in terms of the UN Hosting Agreement.
      c. KZN Department of Agriculture and Environment's carbon reduction projects.
2. Conduct a pre and post event carbon footprint assessment of the COP 17 event, including all the logistical and infrastructure elements mentioned in section 4 above, and taking account of carbon footprint projects being conducted by the Greening COP 17 working group.

3. Specifically with respect to international travel by delegates, UNFCCC, and visitors to COP 17 all international transport in and out of South Africa by any attendee during COP 17 must be considered (air and land). The methodology applied to be is the GHG Protocol Corporate Accounting Standard and the assessment should account for distance, route type, seat class (where possible).
   a. The pre-event footprint will provide indications as to estimate the cost to offset international travel (and to offset the overall carbon footprint).
   b. Calculate emissions per single flight leg. Emission factors to consider are as per "Emission factors from cross-sector tools" GHG Protocol (The effect of emissions released at altitude (Radioactive Forcing Index) will be excluded).
   c. Liaise with all country delegations and UNFCCC attending the event to determine number of anticipated delegates and the origin/destination information related to their travel from home country to Durban.
   d. Collect actual international travel information per attendee at event.
   e. Calculate post event carbon footprint assessment based on actual data collected from attendees.
   f. Produce post-event carbon footprint report detailing methodology, emission factors; represent total emissions, per route type, per seat class, per origin.

4. Liaise with Greening COP 17 Working Group to produce overall carbon footprint assessment.

5. Produce media related content such as press releases, web content and collateral.

5.3 Project Deliverable: Offsetting carbon footprint assessment of COP 17

The objective of this deliverable is to:

1. Investigate carbon reduction and off-setting options.
2. Effect carbon offset measures by purchasing Carbon Credits through accredited mechanisms.

The following tasks are to be conducted to meet this deliverable:

1. Determine what is to be offset through the outcome of the pre and post carbon footprint assessments and liaison with the Greening COP 17 Working Group.
2. Through liaison with the Greening COP 17 Working Group determine the offset types that can be utilised, and the criteria to be applied in selecting projects or purchasing carbon credits.
3. Determine the amount of funding required to offset the overall carbon footprint of COP 17.
4. Once the amount of offset funding required is determined, in consultation with the Greening Working Group determine the scope of footprint to be offset.
5. Review, scrutinise (and adjust scope as required), and approve any offset carbon footprint plans including their guarantee by DEA or by any other offset project implemented by the Greening COP 17 Working Group.
6. Determine DEA required offsets and scope.

7. Financial management, accounting, auditing of any funds received for offsetting.

8. Determine appropriate institutional arrangements for channelling any carbon offset funds.

5.4 Project Deliverable: Legacy Programme

As described previously, DEA views COP 17 as a significant and historical moment for South Africa's climate resilience journey. DEA will shortly publish the National Climate Change Response Strategy, which describes the relevant national actions in more details. COP 17 is a valuable opportunity to design and implement innovative legacy projects that harness the momentum of the conference and are aligned with the national response strategy. Thus, DEA has requested proposals for legacy projects through a call for expressions of interest. DEA will establish the Legacy Programme as a flagship programme emanating out of the COP 17.

Under the Greening of COP 17 work stream a service provider to project manage the identification and implementation of legacy projects is required to:

1. Design a Legacy Programme which may be linked to the greening programme based on the above methods. Note that the type of legacy projects could include carbon offset projects but are not restricted to carbon offset projects.

2. Propose an implementation approach and strategy for the legacy programme.

To develop the Legacy Programme the following tasks are required:

1. Develop a framework for selecting legacy projects through consultation with DEA and the Greening COP 17 Working Group (i.e. what types of projects are to be considered).

2. Identify and document legacy projects, and prepare overall proposal to Greening COP 17 Working Group for a COP 17 legacy programme.

3. Propose institutional arrangements for co-ordination and management for the selected Legacy Projects.

4. Identify and approach potential partners and participants.

5. Investigate and propose financing and sponsorship arrangements for the Legacy Projects.

NOTE: The implementation of the Legacy Project or projects will be at the discretion of DEA, and subject to responses to the Expression of Interest based on the merits of the project concepts proposed.

6 Timing and Implementation

The project will commence following the signing of a contract between the department and the selected service provider, which is expected to take place by 1 July 2011.

The project is expected to have duration of no longer than seven months and will be completed by the end of January 2011, including close out reports and final accounts.

CONTACT PERSON

Ms. Dorah Nteo, Tel: (012) 310 3717, Fax: 012) 322 5890 Email: dnteo@environment.gov.za
1 Purpose ............................................................................................................................................... 2
2 Background ........................................................................................................................................ 2
3 Introduction .......................................................................................................................................... 2
   3.1 Exhibition ....................................................................................................................................... 3
   3.2 Marketing, Communication and Social Mobilisation ................................................................. 3
   3.3 Greening COP 17 and Legacy Programme .................................................................................. 3
   3.4 Sponsorships ................................................................................................................................. 4
   3.5 Programme Management .............................................................................................................. 4
4 Overview of This Specific Delivery: COP 17 Programme Sponsorships ........................................ 5
   4.1 Sponsorship Scope ......................................................................................................................... 5
      4.1.1 The Climate Awareness Campaign ...................................................................................... 5
      4.1.2 The Climate Change Response Expo .................................................................................. 5
      4.1.3 Greening ............................................................................................................................... 6
      4.1.4 Legacy Projects .................................................................................................................... 6
   4.2 Sponsorship Management Roles and Responsibilities .................................................................. 6
   4.3 Budget ........................................................................................................................................... 6
   4.4 Reporting and Accountability ....................................................................................................... 7
5 Delivery Requirements: COP 17 Programme Sponsorship .............................................................. 7
   5.1 Project Deliverable: Sponsorship Packages .................................................................................. 7
   5.2 Project Deliverable: Marketing the Packages .............................................................................. 7
   5.3 Project Deliverable: Securing Sponsorship Commitment ........................................................... 7
6 Timing and Implementation .................................................................................................................. 7
7 The Bid ................................................................................................................................................ 7
8 Bidders Conference .............................................................................................................................. 7
9 Evaluation Criteria ............................................................................................................................... 7
10 Contact Person .................................................................................................................................. 7
PURPOSE
The purpose of this document is to present the terms of reference (TOR) and comprehensive bidders response requirements, in respect of this specific Request for Proposal (RFP): COP 17 Programme Sponsorships.

Included in this document is:

- A general background to COP 17.
- Introduction to the COP 17 Department of Environmental Affairs (DEA) projects.
- Requirements and deliverables for a service provider to be appointed as Programme Sponsorships Manager as described under these terms of reference.
- Timing of the project.
- Information requirements and instructions in respect of completing the response to this document.
- The basis for evaluation and scoring of this bid.

1 BACKGROUND
South Africa has been awarded the responsibility to host the next United Nations Framework on Climate Change (UNFCCC) conference of parties to be held in Durban in December 2011. The South African Government regards climate change as one of the greatest threats to sustainable development, which will have a disproportionately high impact on African countries and the poor, who have contributed the least to the problem. If un-mitigated, climate change has the potential to undo or undermine many of the social, economic and environmental advances made in South Africa.

As a responsible global citizen and in sync with its obligations under the UNFCCC, South Africa is committed to contribute its fair share to the global effort in reducing greenhouse gas emissions and implementing strategies to adapt to the impacts of climate change. As a part of this commitment South Africa offered to host COP 17. Durban has been appointed as the host city and the conference will take place from the 28th of November to the 9th of December 2011. 185 world nations will be represented in the negotiations and as a result approximately 25,000 delegates will visit the city.

For further information please go to:
- www.COP17durban.com
- www.climateresponse.co.za
- www.unfccc.int

The South African government has delineated the work amongst its key affected departments i.e. the Department of International Relations and Co-operation (DIRCO) and the Department of Environmental Affairs (DEA or the Department). DEA will, amongst others, be responsible of the co-ordination and management of the South African non-UN participation at the COP to be held in Durban. This will involve raising awareness, creating a lasting legacy, showcasing South African climate resilience efforts and ensuring that the citizens and stakeholders appreciate the significance of hosting such a prestigious event and be host to close to 25,000 delegates from across the world.

2 INTRODUCTION
The Department of Environmental Affairs has a number of specific objectives relating to COP 17. Some of the deliverables are directly part of the UN COP hosting agreement, and some of these deliverables are discretionary,
but are part of the DEA integrated climate change response strategy. DEA has conceptualized this role to involve the co-ordination and implementation of five (5) high level, distinct and inter-related projects namely:

- The South African exhibition area or "Expo"
- Marketing, Communication and Social Mobilisation
- Greening COP 17 and Legacy Programme
- Sponsorships
- Programme Management

DEA has been given the responsibility of ensuring that COP 17 is hosted in an environmentally sustainable manner, and the intention is to achieve a low carbon footprint event. This requires various logistical components, infrastructure and conference methodology to use green technologies, and where emissions cannot be avoided, to off-set the carbon. This has to be carried throughout operations in all the work streams.

The five (5) work streams, whilst they are viewed as distinct projects and service providers will separately submit proposals for each of them, the relationship and overlap between the projects must be recognised in the proposals. The projects are part of an overall programme whose objective is to showcase, raise awareness and leave a lasting South African legacy.

Specific project deliverables will be delivered by service providers in terms of project specific TORs and direct contracts to DEA, and as a result of specific procurement processes, but will fall under the overall programme management arrangements defined in this document.

2.1 Exhibition
The Department wishes to showcase the efforts that the country and its stakeholders are doing with respect to both climate adaptation and mitigation, and accordingly wishes to arrange an exhibition to showcase efforts by national departments, public entities; parliament; provincial governments; local government, business and civil society organizations. This expo will be hosted in the “Green Pavilion” located in the centrum site adjacent to the UN precinct and ICC. An exhibition organiser will be appointed separately by DEA to engage with stakeholders and service providers, manage the expo, curate the exhibitions, arrange events within the exhibition space, and coordinate all the necessary logistical components of the exhibition.

2.2 Marketing, Communication and Social Mobilisation
In the build up to and during the conference a critical element will be public awareness, public relations, communications and coordinating citizens’ participation and mobilisation. A national media campaign aimed at raising the public’s awareness of climate change issues will be run. Stakeholders will be engaged in the build up to COP 17 through provincial summits. A climate train will provide a creative platform for South Africans to convey messages to COP 17. The Department will setup a communications office for COP 17 and will appoint the necessary service providers to lead and facilitate all tasks related to this.

2.3 Greening COP 17 and Legacy Programme
DEA has been given the responsibility of ensuring that COP 17 is hosted in an environmentally sustainable manner, and the intention is to achieve a low carbon footprint event. This requires various logistical components, infrastructure and conference methodology to use green technologies, implement carbon reduction projects and/or to simply off set the carbon footprint. DEA will appoint a “greening” service provider to:

- Conduct technology and methodology scoping for the different event greening elements as outlined in the national greening framework.
- Determine carbon footprint and investigate carbon reduction and off-setting options.
- Effect carbon offset measures buy purchasing carbon credits through accredited mechanisms.
Design a Greening Programme based on the above methods.
Implementation of the greening programme.

In regards to the Legacy Programme, DEA views COP 17 as a significant and historical moment for South Africa’s climate resilience journey. DEA will shortly publish the National Climate Change Response Strategy, which describes the relevant national actions in more details. COP 17 is a valuable opportunity to design and implement innovative legacy projects that harness the momentum of the conference and are aligned with the national response strategy. Thus, DEA has requested proposals for legacy projects through a call for expressions of interest. The service provider will to project manage the identification and implementation of legacy projects in addition to the Greening of COP 17.

2.4 Sponsors

COP 17 is an international event that is similar to the soccer World Cup in terms of stature and scale. In this way there are many different marketing and branding opportunities. A key outcome of sponsorships is that DEA’s implementation costs should be funded and thus the requirement is a team to design and sell sponsorship packages. DEA will appoint a service provider to:
- Prepare sponsorship packages
- Market packages to various partners
- Secure the sponsorship deals
- Function in alignment with the climate awareness initiatives, exhibition space available to branding, and the many media opportunities which will support brand building for the sponsors.

2.5 Programme Management

All of the above work streams need to be overseen and managed in an integrated manner. An expert project management team will be contracted to undertake all the necessary tasks related to coordinating planning and implementation. The Programme Management Office will support integration of projects that require multiple service providers, payments for services delivered, overall planning and co-ordination, and media liaison. The Programme Management function will be a full service office, enabled to carry out the following key functions:
- Programme governance
- Stakeholder management and communications
- Programme administration
- Project management
- Project procurement support.
- Contract management
- Financial management and control
- Detailed project planning
- Operational co-ordination between projects
- Provide a Risk Control function, which constantly monitors the risk profile of the present situation, and seeks remedies to mitigate risk.

The successful bidder on this RFP will need to work with the established Programme Management Office, which will co-ordinate and oversee the specific delivery by the successful bidder of the services offered.
NOTE: The Establishment of the Programme Management Office DOES NOT MITIGATE the requirements of the successful bidder on the TOR’s contained herein to fully plan, manage, co-ordinate, communicate and control the services offered in response to this TOR.
3 **OVERVIEW OF THIS SPECIFIC DELIVERY: COP 17 PROGRAMME SPONSORSHIPS**

DEA require the appointment of a suitably qualified Programme Sponsorships Manager to ensure that opportunities for sponsorship are successfully leveraged as part of DEA’s COP 17 programme, both to maximise the scope of the programme, and to recover costs incurred by DEA in the execution of the programme.

The following tasks are required:
- The design of sponsorship packages applicable to all relevant climate awareness activities.
- Marketing these packages to potential sponsors.
- Securing sponsorship commitments and ensuring that sponsorship commitments are given effect in terms of marketing arrangements.

### 3.1 Sponsorship Scope

The following programme areas offer sponsorship opportunities and require that the Sponsorship Manager work closely with each work stream manager.

#### 3.1.1 The Climate Awareness Campaign

The Department will run a national media campaign aimed at raising the public’s awareness of climate change issues and instigating society to mobilise for the COP. This will be active from September 2011 to January 2012 and will utilise diverse channels including: events, television, radio, print, online, and outdoor media.

#### 3.1.2 The Climate Change Response Expo

The Department will host a “Climate Change Response Expo”, to showcase local and international initiatives, technologies and products with respect to both climate adaptation and mitigation. Exhibiting participants include: national departments, public entities; parliament; provincial governments; local government, business and civil society organizations.

COP 17 be hosted within the International Convention Centre Durban (ICCD) precinct from the 28th November till 9th of December 2011. An estimated 25 000 delegates will attend the event. While COP 17 itself is only open to registered delegates of the United Nations Framework for Climate Change, the CCR Expo will be open to the general public. The CCR Expo will be hosted at the Green Pavilion with an estimated 20 000 to 30 000 visitors from the public attending the event over the two week period.

Delegates for COP 17 and visitors travelling to the CCR expo via bus and park & ride will be dropped off at the Transport Hub, from where they can gain access to the CCR Expo. COP 17 delegates walk from the Transport Hub through the CCR Expo in order to access COP 17.

A geographic overview is shown below and further detail regarding space breakdown is included in Annexure A.
3.1.3 **Greening**

The work undertaken to "green" the conference and the different programme initiatives of the DEA represent potential marketing opportunities and these should be clearly understood and utilised in the sponsorship campaign.

3.1.4 **Legacy Projects**

DEA views COP 17 as a significant and historical moment for South Africa's climate resilience journey. A service provider will be appointed by DEA to project manage the identification and implementation of legacy various legacy projects related to climate change resilience and greening in general. The sponsorship opportunity here would be related to the funding of such projects.

This should be viewed as the basis and starting point for developing the various sponsorship opportunities and bidders are welcome to identify additional and/or complementary avenues in their proposals.

3.2 **Sponsorship Management Roles and Responsibilities**

The service provider is expected to work with the service providers in each of the COP 17 work streams to identify and develop sponsorship opportunities. In particular, the service provider will be responsible for developing and marketing a portfolio of sponsorship packages, and establishing and managing relationships with sponsors from the corporate and donor communities.

This will require the following characteristics, skills and capabilities in the selected service provider:

- Ability to work in a collaborative and integrated manner with the different service providers contracted to execute on the deliverables for the COP 17 work streams, as well as the Programme Management Team.
- Networking experience in the corporate and donor community.
- Proven and relevant marketing experience, e.g. in the promotion of Corporate Social Investment projects.
- Legal expertise in the drafting of sponsorship contracts.

3.3 **Budget**

DEA believes that this work stream should be self-financing and therefore welcomes remuneration proposals that are based on a percentage of funds raised through sponsorship by the service provider. However, DEA is willing
to consider upfront payment of certain expenses associated with establishing developing and marketing the sponsorship packages based on an appropriately detailed budget proposal.

3.4 Reporting and Accountability
The service provider will provide progress reports on at least a bi-weekly basis to the Programme Steering Committee established by DEA to provide overall direction to the COP 17 programme. The Chairperson and/or Finance Officer of the steering committee will be required to counter-sign all sponsorship agreements.

The Programme Management Team appointed by DEA for the overall management of its obligations and commitments in terms of COP 17 will be responsible for ongoing oversight and performance management of the sponsorships service provider in terms of their contractual obligations and facilitating coordination and integration of the sponsorship opportunities with the other work streams.

The Programme Management Team will also be responsible for the administration of all payments and disbursements to the service provider and ensuring appropriate contractual arrangements are in place. To ensure accountability for the sponsorship work stream in relation to the Department's overall programme, the Project Lead will report to the technical expert identified by the Programme Management Team. In the event of issues requiring escalation, the Project Lead may escalate matters to the Head of the Programme Management team.

4 DELIVERY REQUIREMENTS: COP 17 PROGRAMME SPONSORSHIP
COP 17 will run during the first half of December 2011, from the 28th of November to the 9th of December 2011. During the period September 2011 to January 2012 the following significant activities and deliverables will need to be executed.

4.1 Project Deliverable: Sponsorship Packages
The service provider must consider the diverse sponsorship options available and package these according to:

- Price and value in terms of marketing and exposure.
- Nature of the sponsorship opportunity, for example: billboards, radio spots etc.
- Target market for potential sponsors.

4.2 Project Deliverable: Marketing the Packages
The service provider is required to formulate a marketing strategy and undertake the necessary marketing tasks that will be effective in interesting potential sponsors.

4.3 Project Deliverable: Securing Sponsorship Commitment
The services provider must finalise sponsorship agreements in terms of actual commitments consisting of duly authorised contracts and payment schedules.

5 TIMING AND IMPLEMENTATION
The project will commence following the signing of a contract between the department and the selected service provider, which is expected to take place by 1 July 2011.

Items on the critical path for this project include various activations in the other work streams, for example: the start of the Climate Awareness Campaign and the launch of the CCR Expo website.

6 CONTACT PERSON
Ms. H Schoeman, Tel: (012) 310 3164, Fax: (012) 320 3460, E-mail: hschoeman@environment.gov.za.
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

INVITATION FOR PROSPECTIVE SERVICE PROVIDERS TO REGISTER ON THE DEPARTMENTAL DATABASE OF SUPPLIERS FOR GOODS AND SERVICES. THE AIM OF THIS DATABASE IS TO INCLUDE AS MANY AS POSSIBLE SMALL BUSINESSES AND HISTORICALLY DISADVANTAGED INDIVIDUALS IN THE PUBLIC SECTOR PROCUREMENT PROCESS.

NB: This form must be accompanied by an original valid tax clearance certificate during registration, application form to register for tax at SARS is also attached for your conveniences.

DETAILS OF APPLICANT

1. NAME OF COMPANY

2. INCOME TAX REGISTRATION NUMBER

    Telephone: __________________
    Cellphone: __________________
    Fax nr.: __________________

3. VAT REGISTRATION NUMBER

4. COMPANY REGISTRATION NUMBER (copy of registration to be attached)

5. POSTAL ADDRESS

    Code

    STREET ADDRESS
6. **ANNUAL TURNOVER per annum**

```
R
```

7. **SMME STATUS / BUSINESS ACTIVITIES**

- Office stationery, computer consumables and cleaning material
- Printing, layout, design, publications, portfolios and banners
- Office furniture, audiovisual equipment, office equipment and labour saving devices
- Communication specialist (writing and producing of information)
- TV, radio and exhibits production
- Entertainers i.e. dancers, musicians, poets, craftsperson etc
- Building maintenance: electrical, plumbing, office partitioning, painting, replacement of carpets, pest control etc
- Cleaning service (e.g. steam cleaning of carpets, curtains etc)
- Tracing
- Panel beating
- Event organizers: Conferences and accommodation
- Training and workshops (Project management, customer service, computer training, finance & budgeting, performance management, strategic planning, organizational development and team building, change management, competency test, management development programme, Negotiation skills, presentation skills, professional coaching services)
- Suppliers of aircraft and Helicopters
- Professional services specializing in the following categories:
  - Financial auditing, Forensic Auditing,
  - Feasibility studies, project implementation, determination of norms and norms and standard for the Expanded Public Works Programme (EPWP), development of training programme related to the environment and culture sector of the (EPWP),
  - Service providers who specializes in Waste Management, cleaner production and air quality, geotechnical investigation, archaeological survey, land survey, flood line investigation, environmental impact assessment, quantity survey, environmental engineering,
  - Environmental reporting, geographic information systems and environmental journalists, research compilation and publication of various environmental impact management related to guidelines and public information material, integrated environmental planning, alternative dispute resolution, environmental law,
legislation drafting, facilitation, integrated environmental management, sustainable development indicators and research,

- Environmental impact inspectors for Antarctica and Islands, environmental compliance, monitoring and auditing systems and software development, environmental crime risk and impact assessors, environmental crime liability assessors, environmental management authorization (e.g. landfill permitting),

- Project management and community participation management skills related to community base Natural Resources and land degradation/desertification, researchers related to listing of species and ecosystems researchers in cultural heritage researchers, institutional and legal expert on Biodiversity and Heritage,

- Economic impact assessment, Human Resource analysis of needs in Tourism sector,

- Environmental education specialist, researchers in environmental education, environmental law, environmental management, skills development, needs analysis, providers in capacity building, training and education facilitators, project managers, developers of resource material, designers of posters and promotional plastics

8 THE FOLLOWING SHOULD BE ATTACHED IN THE CASE OF CONSULTANTS:

- CV's OF KEY STAFF
- REFERENCES
- COMPANY PROFILE
- TRACK RECORD
- HOURLY/DAILY RATE
- IN THE CASE OF SUPPLIER OF FURNITURE & STATIONERY, CATALOGUE MUST BE SUPPLIED

9 GENERAL

Payment of suppliers through electronic banking transfer is compulsory (banking details will be requested for payment). The person/company should be able to deliver to the departmental street address.

10 ENQUIRIES

Department of Environmental Affairs
Private Bag X447
Pretoria 0001
Mr T Matheane
(012) 310-3133
Fax (012) 320-3328
tmatheane@deat.gov.za

Database Administrator
Ms V Tshivhase
Tel (012) 310 3072
Fax (012) 320 3328
vtshivhase@deat.gov.za

3
<table>
<thead>
<tr>
<th>CATEGORY (Commodity Name)</th>
<th>ITEM (Description of supply / service)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

"Commodities" Applicants should indicate in the column above, the categories of supplies / services which they would like to be registered for, as well as the specific items under the categories, for instance:

Category : Consultancy Service  
Item : Financial Management

NB:

1. It shall be the responsibility of the registered supplier/service provider to inform the Department immediately in writing of any change of address, telephone and facsimile numbers and, in particular, of any changes in respect of the equity ownership by historically disadvantaged individuals (HDI Status) and the small / medium / micro enterprise (SMME) status of the business. Should a contract be awarded to a business as a result of incorrect particulars on the HDI/SMME status of that business, the Department shall have the right to, in addition to any other remedy that it may have in terms of the Preferential Procurement Regulations (2001), cancel the contract and to claim damages.

2. The Department reserves the right to enter into term contracts with any supplier (whether registered or not) for any category of goods or services if the frequency of procurement in the particular category warrants a term contract.

**SIGNATURE OF AUTHORISED PERSON**

**DATE:**