

Bid Number: SAWS-376/23

Supply of an Integrated Data Management System for the South African Weather Service.

Closing Date and Time: 11h00 on **26 January 2024 extended to 09 February 2024**

Validity Period: 90 days from closing date of bid

BRIEFING SESSION

Date:	16 January 2023
Time:	10:00
Venue:	Meeting ID: 318 201 517 999 Passcode: 4ugUrV
Compulsory:	No

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX OF THE SOUTH AFRICAN WEATHER SERVICE WHICH IS SITUATED AT THE RECPTION DESK ON THE 1st FLOOR

South African Weather Service
ABSA building, 1st Floor, Reception Desk
1263 Heuwel Road
Centurion
0157

ENQUIRIES:

Any clarification required by a bidder regarding the meaning or interpretation of the document or any aspect concerning the submission is to be requested **in writing** from:

SCM: Acquisition Department
South African Weather Service

Email: bids@weathersa.co.za

Any enquiries relating to this bid must be submitted in writing not later than 5 days prior to the closing date of the bid.

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SOUTH AFRICAN WEATHER SERVICE

1 SUPPLIER INFORMATION

The following section must be completed by the bidder. Failure to do so may result in the offer being rejected.

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS CLAIMED]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</p>			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION

- 1.1 Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2 **All bids must be submitted on the official forms provided – (not to be re-typed) or in the manner prescribed in the bid document.**
- 1.3 This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract (SCC).
- 1.4 **The successful bidder will be required to fill in and sign a written contract form (SBD7).**
- 1.5 Bidders are advised to initial all pages of their bid.

1.6 Submission of bids

Bidders are required to deposit their response to this bid before the bid closing date and time in the tender box of the South African Weather Service which is situated at the reception desk (1st floor) of the South African Weather Service Head Office:

South African Weather Service
ABSA building, 1st Floor, Reception Desk
1263 Heuwel Road
Centurion
0157

Response/s to this bid must be submitted in a sealed envelope with the following information on the outside:

- Bid Number e.g. SAWS-987 / 20
- Closing Date of bid e.g. 5 November 2030
- Name of bidder e.g. XYZ Enterprises
- Contact Person e.g. J. Doe
- Contact number e.g. 012 555 5555

Returnable Documents:

The following documents must be included in the sealed envelope:

- Invitation to Bid: Annexure A
- General Conditions of Contract: Annexure B
- Bidder's Disclosure: Annexure C
- Preference points claim form in terms of the Preferential Procurement Regulations: Annexure F

- Pricing Schedule and Financial Proposal: Annexure G
- Specifications / Terms of Reference, Annexure H, together with the bidder's response to Annexure H (Technical / Functional Proposal).
- POPIA supplier consent form: Annexure i
- National Industrial Participation Programme (NIPP) : Annexure J (If applicable)
- Any other documentation issued with the bid.

Bidders must also include in the sealed envelope a flash disk (memory stick) of all the above documentation.

The South African Weather Service (SAWS) reserves the right to reject a bid should it not be submitted in the prescribed format.

1.7 The South African Weather Service (SAWS) is not bound to accept any of the offers submitted and reserves the right to:

- 1.7.1 Reject bids that are not according to Specifications / Terms of Reference;
- 1.7.2 Reject bids with incomplete standard bidding documents (SBD's);
- 1.7.3 Request further information from any bidder after the closing date of the bid for clarity purposes;
- 1.7.4 Conduct site inspection/s to verify the infrastructure of bidders before final selection and award;
- 1.7.5 Not to award the bid if the bid price is not market related;
- 1.7.6 Not to award the bid to a bidder whose tax matters have not been declared by the SARS to be in order;
- 1.7.7 Reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for any contract;
- 1.7.8 Award the bid in totality to one or partially to more than one bidder;
- 1.7.9 Conduct reference / background checks on bidders and / or individuals to, among other things, verify information provided by a bidder, confirm a firm's existence and track record, identify its owners and affiliations or verify an individual's educational and professional credentials.

1.8 The South African Weather Service may, prior to award of the bid, cancel the bid if:

- 1.8.1 Due to changed circumstances, there is no longer a need for the goods or services requested;
- 1.8.2 Funds are no longer available to cover the total envisaged expenditure;
- 1.8.3 No acceptable tenders are received;
- 1.8.4 Due to material irregularities in the tender process.

1.9 Any effort or attempt by a bidder to influence the award decision in any matter may result in the rejection of the bid.

1.10 Costs incurred by the bidder in respect of attending any briefing / information / site visit /

presentation will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.

- 1.11 Cost incurred by the bidder in preparing and submission of any bid proposal will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.
- 1.12 The South African Weather Service shall on receipt of any proposal relating to this bid become the owner thereof and shall not be obliged to return any proposal.
- 1.13 The bidders shall indemnify the South African Weather Service against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the South African Weather Service.
- 1.14 The South African Weather Service reserves the right to request a bidders latest audited financial statements prior to the award of the bid in order to ascertain financial stability of the bidder. Failure by a bidder to provide such information upon request may result in the rejection of the bid submitted by the bidder.
- 1.15 Subcontracting: Tenderers or contractors must submit proof of subcontracting between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between the main tenderer and the subcontractor.
- 1.16 The SAWS reserves the right to request final presentation only to the short listed bidders to the evaluation committee. The shortlisted service providers will be subjected to present their service offering in line with the bid requirements/scope of work. The SAWS might also conduct site visit to ensure the firm existence and validate the firm's proposed capacity/employees and administration office.
- 1.17 The service provider must have duly approved operational premises with the necessary infrastructure to provide services and relevant accreditation by the relevant body. Before the awarding of the tender a due diligence site visit will be carried out at the premises of the service provider.
- 1.18 Supplier Performance Management is viewed by the SAWS as critical component in ensuring value for money acquisition and good supplier relations between the SAWS and all its suppliers. The successful bidders shall upon receipt of written notification of an award, be required to conclude a SLA with the SAWS, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value-add to SAWS's business. Successful bidders are required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.
- 1.19 The SAWS respects your privacy and acknowledge that your submission/s will contain personal details, which may belong to you, others and / or to your company (Personal Information). By sending us your submissions, you expressly give us consent to process and further process the Personal Information contained therein which processing will be done in accordance with POPIA, the SAWS POPIA policy and our standard section 18 informed consent documentation which sets out why we need the Personal Information, what we will do with it, and who we will share it with, which you are to familiarise yourself with by downloading it from our website i.e. www.weathersa.co.za

- 1.20 Unless stated otherwise in this Bid or as mutually agreed upon by both parties prior to award of the Bid, all payments due to creditors for goods delivered / services rendered will be settled within thirty (30) days from receipt of an invoice.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (PIN) issued by the South African Revenue Service (SARS) to enable the South African Weather Service to verify the taxpayer's (Bidder's) profile and tax status.
- 2.3 Application for a Tax Compliance Status (TCS) Pin may be made via e-filing through the SARS website www.sars.gov.za
- 2.4 Bidders may also submit a printed Tax Compliance Status (TCS) certificate together with the bid.
- 2.5 In bids where consortia / joint ventures / sub-contractors are involved **each** party must submit a separate TCS certificate / Pin / CSD number.
- 2.6 Where no TCS Pin is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- 2.7 No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.
- 2.8 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on page 2 and 3 of Annexure A. In instances where a recommendation for award of a bid will be made to a foreign bidder, the South African Weather Service will submit the bidders completed Annexure A bid document to the South African Revenue Service. The South African Revenue Service will then issue a confirmation of tax obligations letter to the South African Weather Service confirming whether or not the foreign entity has tax obligations in South Africa.

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

PART C
DECLARATION BY BIDDER

I, in my capacity as
..... hereby declare that I have read and
understood the contents and conditions of this bid and certify that the information furnished is true
and correct. I accept that, in addition to cancellation of a contract, action may be taken against me
should the information provided prove to be false.

Signature:

Date:

Annexure B

General Conditions of Contract

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force
Majeure

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

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

26. Termination
for insolvency

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

27. Settlement of
Disputes

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

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

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

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

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

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

28. Limitation of
liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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).</p> <p>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.</p>

- 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.

Annexure C

Bidder's Disclosure

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name).....

..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or

² 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.

arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Annexure F

Preference Points Claim Form in terms of the
Preferential Procurement Regulations 2022

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level of Contributor		
Level 1	20	
Level 2	18	
Level 3	14	
Level 4	12	
Level 5	8	
Level 6	6	
Level 7	4	
Level 8	2	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

Annexure G

Pricing Schedule for Services

SBD3.3

NAME OF BIDDER:

1. PRICING SCHEDULE/S**1.1 Item 1:** Supply of an Integrated Data Management System for the South African Weather Service as per requirement in Annexure H.**All prices must be in South African rand value and must be inclusive of VAT.**

1.1.1 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.

R

1.1.2 Any other costs not included in the above price?

*YES

NO

* If YES, please specify

1.1.3 Cost break-down of ceiling price in 1.1.1

Bidders are required to indicate the cost component/s used for determining the ceiling price as given in 1.1.1 above.

Description	Cost (VAT Incl.)

1.1.4 Period required for commencement of the project after acceptance of bid?

1.1.5 Are the rates quoted firm for the full period of the project?

YES	*NO
-----	-----

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

Annexure H

RFQ Terms of Reference for Data Management System

Template: RFQ Terms of Reference for services – Annexure H

Glossary

SWaSS	SAWS Wave and Storm Surge
SAWS-TM	SAWS Tidal Model
SST	Sea Surface Temperature
TM	Tidal Model
SOLAS	Safety Of Life At Sea
GMDSS	Global Maritime Distress and Safety System
AD	Aerodrome
AIRMET	Aeronautical Meteorological Report
AMDAR	Aircraft Meteorological Data Relay
FIR	Flight Information Region
ICAO	International Civil Aviation Organization
METAR	Meteorological Aerodrome Report
SIGMET	Significant Meteorological Report
SIGWX Charts	Significant Weather Charts
SPECI	Special Aerodrome Report
TAF	Terminal Aerodrome Forecast
WAFC	World Area Forecast Centre
W/S	Wind Shear
WRNG(S)	Warning(s)
WRDC	World Radiation Data Center
WOUDC	World Ozone and Ultraviolet Radiation <i>Data Centre</i>
WDCGG	World Data Centre for Greenhouse Gases
WDCA	World Data Centre for Aerosols

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WDCPC	World Data Centre for Precipitation chemistry
WDC-RSAT	World Data Center for Remote Sensing of the Atmosphere
SUMO	Software for the Utilization of METEOSAT in Outlook Activities
RDT	Rapidly Developing Thunderstorm
CRR	Convective Rainfall Rate
SAFFG	South African Flash Flood Guidance System
SAF	Satellite Application Facilities
SARFFG	Southern African Flash Flood Guidance System

Template: RFQ Terms of Reference for services – Annexure H

1 DESCRIPTION

South African Weather Service is seeking to acquire an integrated Data Management System that is compatible with the current SAWS ICT infrastructure and all climate datasets, remote sensing datasets and all other climate functions that are being stored in it.

2 INTRODUCTION

The South African Weather Service (SAWS) is a public entity of the Department of Forestry, Fisheries, and the Environment (DFFE) and derives its mandate from the South African Weather Service Act (No 8 of 2001 as amended). The public entity is listed as a Schedule 3A Public Entity in terms of the Public Finance Management Act (PFMA).

SAWS is tasked with providing timely and accurate scientific data in the field of meteorology to the broader South African society: a combination of both public good and commercial services. The organization plays a vital role in South African public life, not just as a provider of key services, but also in empowering citizens to adapt the effects of the ever-changing weather.

3 BACKGROUND

As the custodian of all national climate data under the South African Weather Service Act (No 8 of 2001), SAWS Climate Service Department was instructed to review its current weather data management system (DMS) the Meteorological Capturing System (MetCap), which was written in C++ language and stores data in a Microsoft SQL database. While the MetCap system remains widely used within the SAWS environment in conjunction with other point solutions, the legacy system does not meet all the SAWS requirements for a DMS. A gap analysis was conducted to highlight where the MetCap did not fulfil World Meteorological Organization (WMO) requirements and revealed a few shortcomings within the SAWS MetCap as listed below:

- SAWS MetCap was developed in-house and implemented around 2002 based on the infrastructure and data formats of that time, with no major development or upgrades on the system since its implementation.
- SAWS MetCap only covered climate data and did not consider the management of all datasets collected from all SAWS observational infrastructure (e.g. remote sensed, marine data, model and moving point datasets), resulting in various datasets being stored in numerous locations across SAWS departments.

Template: RFQ Terms of Reference for services – Annexure H



- SAWS MetCap allowed Met technicians to force erroneous climate data through to the database.
- Data is only extracted as a TXT, Excel, and Web-orientated data formats, which causes a challenge for performing large data analysis and manipulations.
- The current system does not align/comply to the current ICT application security policy.

4 REQUIREMENT / SCOPE OF WORK

This RFQ calls for the appointment of a service provider to supply an integrated **Data Management System** that is compatible with the current SAWS ICT and surface observation infrastructure and all datasets from weather and climate domains, and all other climate functions. The system must:

- The system must be developed in a modern language e.g. C-sharp (C#)
- The system must be able to perform all climate services functions – Refer to Section 5 Climate Service Requirements.
- System development guidelines and standards must be followed (The source-code must be commented).
- The system must use the latest technology according to industry standards.
- The system must be reliable, accurate and stable.
- The service provider must be able to provide technical support to the system.
- The service provider must be able to provide training to users on using the system.
- The service provider must be able to provide technical training to ICT support team to support the system.
- The system must be deployed to all SAWS Department and Regional Weather Offices
- It must be possible to set up several regional data collection sites that each have their own MDMS, collecting data from their own set of AWS'. Each MDMS must be able to connect to the MSS using TCP/IP, for dissemination of the meteorological reports.
- The system must be web based.
- The system must provide facilities for the installation, for making new versions of the software operational and for making new versions of the configurations operational, from a central point.
- The system must provide access authorisation must be based on user identification in combination with a personal password.
- The software and configuration of the system must be supported by the SAWS-maintenance groups. Standards and requirements of the SAWS-maintenance groups must prevail over any standards recommended by the suppliers of the software/hardware.
- Software Updates/Bug Fixes must be provided without any charge during the Contract Period.
- The service provider must supply a Software Support and maintenance, and warranty agreement, including pricing for a duration of contract. SAWS is to specify whether this is full software support, or

Template: RFQ Terms of Reference for services – Annexure H



(as simpler option) an agreed hourly rate for work done by the service provider to address software issues not covered by warranty.

- The system must allow an authorised user (system administrator) to be able to add new users to the system, to configure permissions for users, and to remove users.
- All software licences required for operation of the system delivered by the supplier must be supplied to SAWS. The supplier must be responsible for any issues regarding software licences and licensing.
- The system must use TCP/IP as standard telecommunication/transmission network protocol for internal interfaces whenever possible. This enables systems to exchange data on the same hardware platform or via LAN/WAN.
- The system must have an offline functionality in case there is no internet connection and synchronize the changes to the live data.

5. Climate Service Requirements

#	DMS Components	Description	Type	Current Location	Size	Requirements
1	Climate Data	Upper Air Network: Upper-air soundings	BINARY, Text, Graphics	PC (Inland and Islands)		Data needs to be stored and accessible via the DMS
		Surface observational network: SYNOPS, METAR, SPECI	BINARY(BUFR) Text, CSV	Surface observations network	N/A	Data needs to be stored and accessible via the DMS
		Storage of near real-time surface observation data from remote sites	BINARY, Text	Regional Offices	1min data for all sites	Database to store near real-time data from remote sites
		Storage of synops, Speci and Metars	BINARY, Text	Regional Offices	±40 reports per station for all sites	Database tables to store synops, Speci and Metars
		Lightning Network				All functionality of the Vaisala Fault Analysis and Lightning Location Software
		Radar Network				To perform existing application of performing hail reports based on radar data
2	Data Management (Data ingest and extraction, data)	Binary, Text, CSV	Manual and automatic weather stations	ClimDB		<ul style="list-style-type: none"> • Data needs to be stored and accessible via the DMS in four levels raw, QC'd, gap filled, homogenized. • Quality control improvements

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#	DMS Components	Description	Type	Current Location	Size	Requirements
	rescue, quality control, quality assessment and management of climate metadata, visualising)					<p>including threshold QC and spatial checking.</p> <ul style="list-style-type: none"> • There are a number of already developed extraction programs that needs to be included as a minimum – however additional extraction programs needed as well as the ability to change the look and feel of output documents – new logos etc. • Visibility codes: 90 – 99 Codes that are not for aviation purposes but are applicable for Sea Visibility. Met Technicians to use codes correctly for Sea visibility. • Some past weather codes do reflect on MetCap • Need to improve METAR/SPECI program (specs available from CS) • Entering of Monthly rainfall data – save button needed. • Add the option for reporting DEW / FROST/SNOW in the Capturing program. • Print message on 5-minute QC graph is needed. • Extraction programs to be modified to display QC flag on request. Must have an option to extract and sort data (1 min, 5 minutes, hourly, daily, monthly) both the available format and in columns format.

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#	DMS Components	Description	Type	Current Location	Size	Requirements
						<ul style="list-style-type: none"> • Must be able to compute 5 minutes, daily, monthly and annual values (accumulations, lowest, highest, count & averages). • User must be able to customise the layout (Seasons, specific months, days, etc) • It must be able to show when stations were closed, as well as missing data. It must even give the percentage of available data for the queried data sets. • It must be able to calculate the temperature analysis (using methods similar to those used in the rainfall analysis report-where applicable). • It must be able to automatically compute WB42 Climate Summaries. • It must be able to monitor real time data and allows comments (where there are data gaps, errors, missing, etc) • It must be able to calculate weekly, monthly, quarterly, and annual data availability stats for different weather parameters. • It must be able to capture the maintenance schedule of all

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#	DMS Components	Description	Type	Current Location	Size	Requirements
						<p>stations. (Annual inspection plans, previous visit, next calculate date to visit, date visited and allows comments.</p> <ul style="list-style-type: none"> • It must be able compute rainfall return periods or return values for different requirements (e.g., extreme, average, or accumulated values). • It must be able to calculate temperature return periods (or values) as well. • It must be able to compute temperature and rainfall area (district and provincial) averages over different time scales (e.g., monthly, annual etc.). • It must be able to retrieve additional data/information types such as previous weather forecasts and warnings. • It must automatically name the extracted data by station name and period extracted. • Database auditing tool (similar to ClimAudit) • Recording of details relating to the transmission of data from stations • Quality control flag and threshold for each parameter

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#	DMS Components	Description	Type	Current Location	Size	Requirements
						<p>being measured rather than for the time stamp.</p> <ul style="list-style-type: none"> • Quality control on data as per recommendations from WMO (MetCap Business Rules). • Series of tests that use cross-reference data from several sources to validate suspect observations. • Data capture function as well as log kept of who, what and when plus changes that were made. • Storage of metadata plus links to OSCAR. • WIS2 compatible. • Update of tables on the database to cater for 1 min data. • Additional tables to store data such as soil moisture. • A table which highlights where data is archived – (hard copy, electronic, other depositories) • Supports the import of a series of vector spatial formats, e.g., shapefile. • Supports the import of a series of raster array spatial formats. • Processes, software, governance mechanisms and analysis that classify sensors

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#	DMS Components	Description	Type	Current Location	Size	Requirements
						<p>according to the rating scale described in the Guide to Meteorological Instruments and Methods of Observation (WMO-No. 8), Annex 1.B Siting classifications for surface observing stations on land.</p> <ul style="list-style-type: none"> • Technology, software, processes, and governance processes suitable for generating a wide variety of tabular reports to effectively communicate issues relating to climate data. • Full current functionality of ClimEdit to edit and capture climate data. • Needs to have adjustable UI (full month of data can be seen or portion thereof instead of a static number of lines). • Rainfall data table (code 9) – show the total rainfall for the month at bottom of the table. • An option to select in which unit data is captured and if not in a standard unit, then data must be converted by the program, checked and then saved (reduce human error). • Option to add a comment to a specific data point using a

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#	DMS Components	Description	Type	Current Location	Size	Requirements
						<p>code list (confirm true high values or errors).</p> <ul style="list-style-type: none"> • Full current functionality of StasAppl. • Corrects must be made to the current metadata of stations in terms of open/closed dates. • Once Climate Data Unit has completed the Climate Audit Project, the tabulated metadata generated must be incorporated into the relevant station data (e.g., data missing, data still needs to be captured, returns missing, returns digitized and the various locations, etc.). • A means to incorporate a digital copy of the rainfall returns from the Regional Offices and be able to be archived accordingly once the data has been QC'd. • In addition to Climos reports <ul style="list-style-type: none"> - User must be able to run quick quality checks - Differentiate between missing data, no data or no rainfall (Daily reports, monthly tables, GIS data) - User must be able to select any baseline period or customise (Normal period, e.g., 1991-2020) - Redesign products layouts - Mapping (10-day rainfall maps, monthly, seasonal

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#	DMS Components	Description	Type	Current Location	Size	Requirements
						<p>and annual rainfall maps)</p> <ul style="list-style-type: none"> - Graphs (7-day, 10-day, monthly seasonal, annual and custom period). • In addition to what FALLS does (Lightning). <ul style="list-style-type: none"> -User must be able to put either street address or GPS coordinates to create a report. -Redesign lightning verification report layout -User must be able to buffer the area of interest, label, etc in all types of analysis (Regional analysis, small area exposure analysis & reliability analysis). • User must be able to map 99% confidence ellipse in any type of analysis. • User must be able to produce lightning ground density per month, per year or per custom period (seasons or specific months). • Blended data - We need a dataset that will combine station data, model data, radar, etc. to produce more accurate data especially for areas where we do not have stations and where data is missing.
		Station Metadata management				<p>Station Metadata management capability</p> <ul style="list-style-type: none"> • DMS must have station

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#	DMS Components	Description	Type	Current Location	Size	Requirements
		(Linkages between data sets and meta data sets, with the required meta data according to WMO guidelines. This might require additional tables in the climate database, or a meta database linked to the climate database)				<p>metadata management capabilities and all database tables required as per WMO Metadata Standard WMO-No 1192</p> <ul style="list-style-type: none"> DMS must allow the configuration/update of tables. <p>Station metadata capture/entry:</p> <ul style="list-style-type: none"> DMS must allow the user to capture/enter station metadata) <p>Station metadata update</p> <ul style="list-style-type: none"> DMS must allow the user to update station metadata. <p>Station metadata import:</p> <ul style="list-style-type: none"> DMS must allow the user to import station metadata. <p>Station metadata file upload</p> <ul style="list-style-type: none"> DMS must allow the user to upload documents/files related to station metadata. <p>Station metadata archive</p> <ul style="list-style-type: none"> DMS must allow the archiving of station metadata. <p>Station Metadata report generation, information extraction:</p> <ul style="list-style-type: none"> DMS must allow reports to be generated and data to be extracted. <p>Station metadata validation:</p> <ul style="list-style-type: none"> DMS to allow the validation of changes to station metadata. QC level/flag to be assigned based on changes

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#	DMS Components	Description	Type	Current Location	Size	Requirements
3	Data Governance					<ul style="list-style-type: none"> A policy that governs access to the various data sets must subsequently be developed. The ability of archiving crowd-sourced data. The ability to ingest data from third parties/institutions, e.g. ARC. Linkages between data sets and meta data sets, with the required meta data according to WMO guidelines. This might require additional tables in the climate database or a meta database linked to the climate database.
4	Data Analysis and Visualization					<ul style="list-style-type: none"> Software for analysis of high-quality observations data and metadata that enables the development of high-quality homogenized time-series datasets. Such datasets aim to ensure that the only variability remaining in the time series is that resulting from actual climate variability. In addition to existing standard reports on ClimExtract (Rainfall Analysis, Wind Analysis, Wind Roses, etc). In the analysis, the user must be able to select any baseline period (Normal period, eg 1991-2020). -Analysis to include record count (Data included in the analysis).

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#	DMS Components	Description	Type	Current Location	Size	Requirements
						<ul style="list-style-type: none"> - Temperature Analysis. - Rainfall Downtime - Rainfall Analysis (Improve to include 0,1 to 1mm). - Area Averages (Provincial Rainfall, District Rainfall, customise per area or region of interest). - SPIs - SPEIs - Return Periods (Rainfall, temperature, wind, etc) - Chill Units - Heat Units - Temperature Deviations - Anomalies - Rainfall Deciles - Percentage of Normal Rainfall - Mapping (user must be able to visualise station data, radar data, model data, etc) - Graphs - Custom reports (user must be able to create a unique report with required tables eg WB42)
6	Data Format and Delivery					Data format in Excel, CSV, txt, Geospatial (NetCDF), raster (JPEG), vector (Shape Files), BUFR, GRIB formats. Delivery e.g. FTP, API, email, downloadable, etc.
7	Data Codes and Representation					Written reports Generating a broad variety of business intelligence reports, including tables, graphs, scatter plots and histograms etc.
		Data Codes				Message Generation <ul style="list-style-type: none"> • DMS needs to generate messages as per WMO Manual on Codes

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#	DMS Components	Description	Type	Current Location	Size	Requirements
						(WMO-No. 306) <ul style="list-style-type: none"> Ability to update message format based on new requirements. Message dissemination <ul style="list-style-type: none"> DMS must be able to disseminate coded messages for all observing networks as required by the WMO Information System Coded message storage <ul style="list-style-type: none"> DMS must be able to store data in WMO coded format. DMS must be able to store all data disseminated through the WIS
						<ul style="list-style-type: none"> DMS must be able to disseminate coded messages for all observing networks as required by the WMO Information System Coded message storage DMS must be able to store data in WMO coded format. DMS must be able to store all data disseminated through the WIS – GRIB2, BUFR (binary), TAC (TXT), model data, Satellite (BUFR), XML - IWXXM
	Data collection, format, transfer/exchange and data services					
		Data collection				DMS must be able to collect data send from all surface observing networks via current and future data transfer protocols
		Data Handling				DMS must be able to provide easy configuration based on

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#	DMS Components	Description	Type	Current Location	Size	Requirements
						<p>templates, for both csv and JSON, for simultaneous collection from stations belonging to different observing networks or providing different data formats.</p> <p>DMS must be capable of handling (coding, decoding, automatic generation) of data encoded in BUFR, GRIB and NetCDF, XML -IWXXM</p>
		Data Format				<p>DMS must be able to convert data to generate the reports for WMO international data exchange through GTS and WIS</p> <p>ICAO – XML (iwxxm) format of bulletin / messages</p>
		Data transfer/exchange				<p>DMS must be able to automatically distribute meteorological data and reports. Reports for WMO international exchange have to be sent to a GTS Meteorological Message Switching System and made available to WIS 2.0 through an HTTP service and new data must be notified by an MQTT broker.</p> <p>DMS must be able to download data from various sources and in particular form any WIS 2.0 source.</p>
		Data Services				<p>DMS must provide the following data services to satisfy NMHS's operational needs, national and international duties:</p> <ul style="list-style-type: none"> • Web API (OGC-API)

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#	DMS Components	Description	Type	Current Location	Size	Requirements
						<ul style="list-style-type: none">• Web Accessible Folder (WAF)• Publication/subscription service (MQTT) Shared filesystem (Samba, NFS, S3, ...)

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6. Aviation Data Requirements

#	DMS Components	Data Description	Type	Origin	Current Location	Size	Requirements
1.	Climate Data	Aviation historical data	METAR, SPECI, TAF, SIGWX, Aerodrome Warnings, Take-off data, SIGMET/AI RMET	Aviation website	Aviation servers (MySQL database)	6GB per annum	<ul style="list-style-type: none"> • Data needs to be stored and accessible via the DMS • <i>See current aviation web portal</i>
2.	Data Presentation	Flight documentation	PDF	Aviation website	Folder on aviation website	6.5GB per annum	<ul style="list-style-type: none"> • Data needs to be stored and accessible via the DMS
		Incident and accident reports	Text, PDF, Image	Manual report generated by AWC	Mail account: accident@weathersa.co.za	5 GB per annum	<ul style="list-style-type: none"> • Data needs to be stored and accessible via the DMS
		AMDAR	Binary, Text, Graphics	Aircraft from various airlines	SAWS MetServ Archive, NOAA database	3 GB per annum	<ul style="list-style-type: none"> • Data needs to be stored and accessible via the DMS
		Met Report	Text	ACSA AWOS systems	ACSA AWOS systems Stored for 3 months	2GB per annum	<ul style="list-style-type: none"> • Data needs to be stored and accessible via the DMS

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		Satellite data	Image	METEOS AT	Unknown	8 TB	<ul style="list-style-type: none"> Assist in compiling of weather reports for aircraft accident/incident investigations
		RADAR data	Image	SAWS RADAR network	Unknown	Catered for under Research	<ul style="list-style-type: none"> Assist in compiling of weather reports for aircraft accident/incident investigations
		Lightning data	Image	Vsat link or 3G link.	Unknown	Unknown	<ul style="list-style-type: none"> Assist in compiling of weather reports for aircraft accident/incident investigations
		SIGWX charts	Image	AWC	Not saved	5 GB	<ul style="list-style-type: none"> Assist in compiling of weather reports for aircraft accident/incident investigations

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		Aviation Block winds	Image	SADIS / UKMET FTP server	Not saved	5 GB	<ul style="list-style-type: none"> Assist in compiling of weather reports for aircraft accident/incident investigations
		Upper air soundings graphs	Image	Upper air offices around the country	University of Wyoming. Not on SAWS database	3 GB per annum	<ul style="list-style-type: none"> To assist in case studies
							<p><u>Data to be stored:</u></p> <ul style="list-style-type: none"> METAR and SPECI RADAR Satellite TAF Take-Off Data SIGMET and AIRMET WAFC Harmonized GRID Products Warnings Advisories Hourly Pressure,

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							Temperature and Dew point charts <ul style="list-style-type: none"> • Low Level Wind Profiles • Wind Charts • Aero sport Products <ul style="list-style-type: none"> ○ Central Interior ○ Cloud Forecast ○ KwaZulu-Natal ○ Southwestern Cape ○ TS Probability ○ Spot graphs Synops
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7. Research Operations Data Requirements

#	DMS Components	Data Description	Type	Origin	Current Location	Size	Requirements
1	Data Representation	GAW: Ultraviolet radiation data	Text, Excel	UV Network	PC (RES201.PC.saws.local) IP: 10.227.18.18	276 KB per month	<ul style="list-style-type: none"> Data needs to be stored and accessible via the DMS Data submitted to climate services and WOUDC
		Ozone data	Binary, Text, Excel	Dobson Stations	Solar radiation PC (RES15.saws.local) IP: 10.227.18.23	Historical: 322GB Monthly: 600KB	<ul style="list-style-type: none"> Data needs to be stored and accessible via the DMS Data submitted to the ozone community, SHADOZ, WOUDC
		GAW Greenhouse Gases	Binary Txt Excel	SAWS	IP: 192.168.147.98	less than a Tb per year	<ul style="list-style-type: none"> Data submitted to WRDC, WOUDC, WDCGG, WDCA, WDCPC, WDC-RSAT World Ozone Data products/end use: scientific research, Global inventories, and growth rate of greenhouse gases
		Meteorological data	Text Excel	SAWS AWS network	PC: Not provided	less than a Tb per year	<ul style="list-style-type: none"> Data for Scientific Research and submitted to: WRDC, WOUDC, WDCGG, WDCA,

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#	DMS Components	Data Description	Type	Origin	Current Location	Size	Requirements
					IP: 192.168.14 7.98		<p>WDCPC, WDC-RSAT data centres.</p> <ul style="list-style-type: none"> Data products/ end use: scientific research, Global inventories, and growth rate of greenhouse gases
		Climate Variability	NetCDF Text	SAWS DWD GPCC NOAA ERA CORDEX	PC: Not provided IP: 196.24.218. 2	5 TB x 4 = 40 TB	<ul style="list-style-type: none"> Data products/ end use: Research Reports and Academic Papers
		Air Quality	NetCDF HDF Grib, Txt	SAWS Download from external server	PC: RES-202 IP: 10.227.18.4 0	CHPC Server=4TB Typhoon server=15BG External=9TB PC Storage=453GB	<ul style="list-style-type: none"> Data products/ end use: Coupled modelling study, Quality Modelling and Forecasting, Climate variability study, Radiative and chemical feedback analysis
		Lightning data	Txt Excel	Vsat link or 3G link.	PC: N/A IP: N/A	Unknown	<ul style="list-style-type: none"> Data products/ end use: SUMO display, RDT, CRR, SAWS. Real-time products used by forecasters from SAWS, aviation product, lightning climatology, research,

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#	DMS Components	Data Description	Type	Origin	Current Location	Size	Requirements
							verification of products.
		Twelve (12) MSG Satellite Channels Fourteen (14) MTG Satellite Channels (from 2024) Lightning Imager onboard MTG (from 2025)	HRIT NetCDF	EUMETSAT	PC: N/A IP: N/A	432 GB for 45 days of data kept on the server - HRIT External hardisk = 8TB of NetCDF processed data Meteosat Third Generation to be launched 2024. Data requirements to increase 23-fold MTG lightning imager data size unknown	<ul style="list-style-type: none"> Submitted to: SUMO, RDT, CRR, Hydroestimator, Cloud Type, SAWS, SWFDP, SAFFG, SARFFG, HydroNET. Data products/ end use: SUMO display, RDT, CRR, Hydroestimator, Cloud Type, Cloud Top Temperature products used by forecasters from SAWS, SADC countries, SAFFG and SARFFG, HydroNET and other clients.
		Satellite Application Facility data	Zip	EUMETSAT	External Hardisk	20 TB	<ul style="list-style-type: none"> Data needs to be stored and accessible via the DMS
		RADAR data	MDV RB5 ODIM HDF5	SAWS Radar network	PC: RD02 IP: 10.227.18.6	Unknown	<ul style="list-style-type: none"> Submitted to: Aviation, commercial, forecasters, SAFFG.

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#	DMS Components	Data Description	Type	Origin	Current Location	Size	Requirements
							<ul style="list-style-type: none"> Data products/ end use: Aviation, commercial, forecasters, South African Flash Flood Guidance system (SAFFG), etc
		Unified Model Forecasts (4km and 1.5 km model resolution) (00, 06, 12 and 18 UTC)	N/A	UM short-range forecasts generated in-house	PC: N/A IP: N/A	Data sizes are in gigabytes (GB) Input files <ul style="list-style-type: none"> 00: 9.3 06: 8.8 12: 9.3 18: 8.8 Output files 4 km <ul style="list-style-type: none"> 00: 541 06: 421 12: 624 18: 527 1.5 km resolution <ul style="list-style-type: none"> 00: 624 06: 421 	<ul style="list-style-type: none"> Data products/ end use: Operational forecasting Aviation forecasting, Support services to applications, Commercial products. An API that allows downloading, uploading, querying, and deleting of files; and creating child directories. A Python (>=3.9) library that performs the above-mentioned functions. Each request must return a human readable message, not only an HTTP code.

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#	DMS Components	Data Description	Type	Origin	Current Location	Size	Requirements
						<ul style="list-style-type: none"> 12: 624 18: 527 Total 4.4 TB daily	
		Unified Model Data Assimilation Forecasts (4km model resolution) (00 and 12 UTC)	N/A	UM short-range forecasts generated in-house	PC: N/A IP: N/A	Data size are in GB Input data <ul style="list-style-type: none"> 00: 2 06: 2 12: 2 18: 2 Ouput data <ul style="list-style-type: none"> 00: 41 06: 12:107 18: 	<ul style="list-style-type: none"> Data products/ end use: Operational forecasting Aviation forecasting, Support services to applications, Commercial products. An API that allows downloading, uploading, querying, and deleting of files; and creating child directories. A Python (>=3.9) library that performs the above-mentioned functions. Each request must return a human readable message, not only an HTTP code.
		ECMWF:	N/A	ECMWF	PC: N/A	Unknown	<ul style="list-style-type: none"> Deterministic Forecasts (00 and 12 UTC at 16 km

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#	DMS Components	Data Description	Type	Origin	Current Location	Size	Requirements
					IP: N/A		resolution over SA domain) <ul style="list-style-type: none"> • Ensemble Prediction System • Marine Forecast • An API that allows downloading, uploading, querying, and deleting of files; and creating child directories. • A Python (≥ 3.9) library that performs the above-mentioned functions. Each request must return a human readable message, not only an HTTP code.
		Arome: (00 and 12 UTC at 2.5km over south Indian Ocean Islands domain)	N/A	Arome gridded forecasts provided for RSMC from MeteoFrance (France)	PC: N/A IP: N/A	Unknown	

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#	DMS Components	Data Description	Type	Origin	Current Location	Size	Requirements
		NCEP GEFS (1 degree resolution): 14 Members & Control member (1 degree resolution; 00, 06, 12, 18 UTC)	N/A	GEFS, NCEP	PC: N/A IP: N/A	Unknown	
		Met Office GA (00 and 12 UTC)	N/A	GA global gridded data forecasts from the Met Office	PC: N/A IP: N/A	Unknown	
		Weather Research and Forecasting	N/A	WRF short-range forecasts generated in-house. NCEP NOMADS	PC: N/A IP: N/A	Unknown	
		Global Climate and Ocean Models	NetCDF, GRIB, binary, text GRIB and Binary	NCEP GODAS	PC: N/A IP: N/A	Total Storage space – 36Tb Total Used space – 26Tb EXTERNAL DISK	<ul style="list-style-type: none"> Submitted to: WMO Global Producing Center Compliance, public and Commercial clients.

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#	DMS Components	Data Description	Type	Origin	Current Location	Size	Requirements
						Total Storage space – 8Tb (4x2Tb disks) Total Used space – 6Tb (3x2Tb disks)	
		Multi-Model System	NetCDF, GRIB, binary, text GRIB and Binary	ARCv2, CRU, CFSv2, GCM	PC: N/A IP: N/A	Total Storage space – 36Tb Total Used space – 26Tb EXTERNAL DISK Total Storage space – 8Tb (4x2Tb disks) Total Used space – 6Tb (3x2Tb disks)	<ul style="list-style-type: none"> Submitted to: Official seasonal forecasting products for public and commercial clients.
		Model diagnostics	NetCDF, GRIB, binary, text GRIB and Binary	ECMWF, NCEP, NASA, NCAR/UCAR and CAM	PC: N/A IP: N/A	Total Storage space – 36Tb Total Used space – 26Tb EXTERNAL DISK	<ul style="list-style-type: none"> Submitted to: Scientific research and in-house model diagnostics.

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#	DMS Components	Data Description	Type	Origin	Current Location	Size	Requirements
						Total Storage space – 8Tb (4x2Tb disks) Total Used space – 6Tb (3x2Tb disks)	
		Health	Txt Excel NetCDF	Climate Services, SMRF, LRF, Climate Change and Variability. National Department s of Health Medical Research Council Communicable Disease Dataloggers, email, and external hard-drive.	Biomet Server	1 Tb per year	<ul style="list-style-type: none"> Submitted to: Health sector specific products, Research and Publications
		Hydro	Txt Excel	climate services, SMRF, LRF, Climate change and	PC: ES02 IP: 10.227.18.54	Less than a Tb per year	<ul style="list-style-type: none"> Submitted to: Research purposes, Drought evaluation and monitoring, Water

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#	DMS Components	Data Description	Type	Origin	Current Location	Size	Requirements
				variability group. DWS and NASA website			sector products and services.
		Agrometeorology	Txt Excel	Climate Services, SMRF, LRF, Climate Change and Variability. ARC, DWS, SAEON, NASA ESA and USGS. Dataloggers, email, ftp downloads, and external hard-drive	PC: RES00010 IP: 10.227.18.50	Less than a Tb per year	<ul style="list-style-type: none"> Submitted to: Agrometeorological sector specific products, Research and Publications.
		Energy	Txt Excel NetCDF	SAWS radiation network UKMO	Solys Server – SVR-Radiation	2 Tb per year	<ul style="list-style-type: none"> Submitted to: Renewable Energy sector products, Research and Publications.

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8. Marine Requirements

#	DMS Components	Data Description	Type	Origin	Current Location	Size	Requirements
1	Climate Data	VOS, ASAP & Research Cruise Data	IMMT text	Research and merchant vessels	VOS & research IMT:	5-10 TB p.a.	<ul style="list-style-type: none"> Automated retrieval, conversion into workable format and ingestion into DMS (VOS) Ingestion and conversion via upload by scientists/DMS personnel (research cruises) <p>Retrieval mechanism(s)</p> <ul style="list-style-type: none"> Current <p>By current SAWS Database: Download by Climate Observations, upload to SAWS servers.</p> <p>By user: Request to Climate Observations or via NOAA portals</p> <ul style="list-style-type: none"> Preferred <p>By SAWS DMS: Automatic ingestion from international platforms to workable formats.</p> <p>By user: Web/intranet portal, with retrieval index based on date, time, location or platform identifier.</p>
		Climate data, upper air data and SYNOPs from Remote Stations	Text	Remote Stations	Hurricane	5-10 TB p.a.	<p>Integration into SAWS DMS</p> <ul style="list-style-type: none"> Hosting within DMS in the same way as any other SAWS climate station.

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		(Gough, Marion, SANAE)					Retrieval mechanism(s) <ul style="list-style-type: none"> Current <p>By current SAWS Database: via MetCap and email (communication problem contingency)</p> <p>By user: upon request of Client Liaison Officer in Cape Town Weather Office</p> <ul style="list-style-type: none"> Preferred <p>By SAWS DMS: automatic transfer to and storage in DMS via MetCap.</p> <p>By user: Web/intranet portal, with retrieval index based on date, time, location or platform identifier AND/OR via MetCap if former not possible.</p>
		Drifter Data	Text, CSV	Drifting Weather Buoys. Thereafter either direct from satellite servers (with e.g. via Iridium/Argos account) or NOAA GDP servers	NOAA Physical Oceanography Division on behalf of the GDP of the DBCP Local hosting of encoded data at Head office	10 TB	Integration into SAWS DMS <ul style="list-style-type: none"> Local hosting by SAWS of this open-source dataset for ease-of provision locally and ease of access by SAWS scientist OR (if capacity does not allow) direct linking into NOAA database (via an API?) for the same purposes. Retrieval mechanism(s) <ul style="list-style-type: none"> Current <p>By current SAWS database: Unsure – reportedly available at Head Office via ICT.</p>

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							<p>By user: upon request of ICT/download via Argos account/download via NOAA portals (challenges associated with all 3)</p> <ul style="list-style-type: none"> Preferred <p>By SAWS DMS: Automated acquisition via an API</p> <p>By user: Web/intranet portal, with retrieval index based on date, time, location or platform identifier.</p>
		SST	Text in a .xslm, .txt and/or CSV file	Voluntary SST observers/ Automated SST probes	Cape Town Weather Office sever	5 TB p.a.	<p>Integration into SAWS DMS</p> <ul style="list-style-type: none"> Hosting of this file on national DMS with possibility to enter data from regional offices. <p>Retrieval mechanism(s)</p> <ul style="list-style-type: none"> Current <p>By current SAWS database: Excel sheet</p> <p>By user: upon request to Cape Town client liaison.</p> <ul style="list-style-type: none"> Preferred <p>By SAWS DMS: Upload of latest data to file by observers in regional offices.</p> <p>By user: Web/intranet portal, with retrieval index based on date, time, and location.</p>
		Marine Navigational Information	Text	Unknown		1-5 TB p.a.	<p>Integration into SAWS DMS</p> <ul style="list-style-type: none"> Archiving of processed information in the form of documents and

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		SOLAS and GMDSS messages					<p>messages related to maritime safety.</p> <p>Retrieval mechanism(s)</p> <ul style="list-style-type: none"> Current <p>By current SAWS data base: as per protocols between ICT and Shipping – Marine not involved at this point.</p> <p>By user: upon request of ICT or Shipping?</p> <ul style="list-style-type: none"> Preferred <p>By SAWS DMS: Upload of latest documentation by those responsible for shipping forecasts/warnings to DMS</p> <p>By user: Web/intranet portal, with retrieval index based on date, time, and location. Upon request of new Marine Unit in Cape Town</p>
		Satellite Data (e.g. SAR, passive microwave) for Sea Ice Services	Netcdf, Raster, vector	Various European and American Satellite operators	Marine server	10 TB p.a.	<p>Integration into SAWS DMS</p> <ul style="list-style-type: none"> Hosting of data in raw state from operators to SAWS DMS to enable local tailoring. <p>Retrieval mechanism(s)</p> <ul style="list-style-type: none"> Current <p>By user: processed imagery via European and American portals</p> <ul style="list-style-type: none"> Preferred

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							<p>By SAWS DMS: Automated acquisition via an API from satellite operators.</p> <p>By user: Web/intranet portal, with retrieval index based on date, time, and location OR upon request for large datasets</p>
		Processed Sea Ice Information	csv Graphi c;; Netcdf, Shapefi les, raster	SAWS FDF short-range forecasts generated in-house	Marine Server	5 TB p.a.	<p>Integration into SAWS DMS</p> <ul style="list-style-type: none"> Archiving of the products resulting from expert interpretation of sea ice data from satellites; analogous to shipping charts <p>Retrieval mechanism(s)</p> <ul style="list-style-type: none"> Current <p>By current SAWS data base: Request data from marine scientists and marine web portal</p> <ul style="list-style-type: none"> Preferred <p>By SAWS DMS: upload by ice-analysts/forecasters to DMS</p> <p>By user: Web/intranet portal, with retrieval index based on date, time, and location</p>
		SWaSS and SAWS-TM model output	NetCDF	Model Output	Marine Server-	5 TB per annum	<ul style="list-style-type: none"> Data needs to be stored and accessible via the DMS API. More storage space is needed.

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		Historical Model Output and Model Projections	Geospatial data e.g. netcdf	Model Output	Marine Server	+ 50 TB	<ul style="list-style-type: none"> Data needs to be stored and accessible via the DMS API. More storage space is needed.
		Possible in Future: Radar Data	Various	Radar Installations along coastline	N/A	20 TB p.a.	Automated acquisition via a network (similar to current AWS/RADAR data acquisition)
2	Data Management						<p>Data ingestion and extraction and management of metadata, visualisation.</p> <p>Data will be used to produce reports, for research purposes, for commercial clients, for public good, SOLAS and to support various operations at sea.</p>
3	Data format and Delivery						Data format in Excel, CSV, txt, NetCDF, raster, vector, BUFR, GRIB formats. Delivery e.g. FTP, API, email, downloadable, etc.

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9.1. Functional Requirements

9.1.1 General Use of System

Reference	Requirement
9.1.1.1	The system must be accessible from various geographical locations and devices.
9.1.1.2	The system must be monitored regularly, including processor & memory usage, disk space, transaction volumes, connectivity, status of instruments, etc.).
9.1.1.3	The system must be compliant with all relevant WMO regulations for a data management system.

9.1.2 System Access

Reference	Requirement
9.1.2.1	System access must be restricted to authorized users only based on their roles.
9.1.2.2	Users must be uniquely identified through a valid username and password on login.
9.1.2.3	The system must cater for secure logins e.g. LDAP integration / SSO and/or MFA.

9.1.3 Audit Trails and Event Logs

Reference	Requirement
9.1.3.1	The system must keep an audit trail of any record changes.
9.1.3.2	The audit trail must only be accessible to the system administrator.
9.1.3.3	The system must provide the capability to log system events.
9.1.3.4	The system must have a change log management where any changes to data on the database is logged with the old value, the user who made the change and the date.

9.1.4 Data Acquisition, Collection and Organisation

Reference	Requirement
9.1.4.1	The system must automatically ingest data from the various observation network sensors.
9.1.4.2	The system must provide users with the capability for manual entry of observed data.
9.1.4.3	The system must validate data entries based on business rules, including detecting errors and duplicate errors.
9.1.4.4	The system must provide the capability for users to capture metadata, such as the observer, station, location, time, description, etc. Refer to Guidelines on Climate Metadata and Homogenization (WMO/TD-No. 116).
9.1.4.5	The system must provide a confirmation report to users for submitted data.
9.1.4.6	The system must allow users to generate data availability reports.

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9.1.5 Data Quality Control

Reference	Requirement
9.1.5.1	The system must provide a graphical user interface for designated users to perform quality control on the data.
9.1.5.2	The system must provide quality flags indicating the data source, level of quality assurance performed, quality assurance results, and the reason for the decision to accept, reject or estimate a value.
9.1.5.3	The system must be able to run spatial QC checks.
9.1.5.4	The system must for designated users to perform QC on historical data.
9.1.5.5	The system must provide the capability to perform QC on manually entered data, such as climate and rainfall data.
9.1.5.6	The system must perform checks on data and highlight any errors or warnings for further QC.

9.1.6 Storage and Archiving

Reference	Requirement
9.1.6.1	The system must have the capability to store various data types including: <ul style="list-style-type: none"> • Observation data • Metadata • Geospatial (shapefile, GIS, etc.) • Documents (csv, xml, txt, docx, xls, ppt, pdf, etc.) • Audio (wav, mp3, etc.) • Images (tiff, jpeg) • Videos (mp4, etc.)
9.1.6.2	The system must retain both the original (raw) data and any data that has been transformed during the quality control process.
9.1.6.3	The data must be routinely archived and a copy stored offsite for disaster recovery.
9.1.6.4	The system needs to store historical data – data capture, archiving and quality control.
9.1.6.5	The system needs to store multiple data sets for same place and time – raw data, quality-controlled data, gap filled data and homogenized data.

9.1.7 Data Access and Retrieval

Reference	Requirement
9.1.7.1	The system must provide a graphical user interface for user retrieve data using their own retrieval criteria. The output can be listings of data, tabular summaries, statistical analysis and graphical presentation.

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9.1.7.2	The system must provide users with both pre-defined and customizable reports.
9.1.7.3	The system must also provide a secured application programming interface (API) for other systems to interface with the DMS where required.

9.1.8 Data Dissemination

Reference	Requirement
9.1.8.1	The system must provide the capability to disseminate timely and accurate data, information and products through various channels or interfaces (api, web, mobile, media, etc.).
9.1.8.2	The system must provide the capability to exchange data and products as part of the WMO compliance with resolution 40 and 25 of the World Meteorological Congress.
9.1.8.3	<p>In addition of what is already on Climos Extract, the following can be added:</p> <ul style="list-style-type: none"> • There must be a tool to show missing data or gaps. • A temperature analysis report (similar to already existing rainfall analysis report) standard report. • A standard report for calculating rainfall return periods. • A standard report for calculating area average (district and provincial e.g. using ProvID, RainDist etc.). • Easily accessible historical weather forecasts, warnings etc. • A standard table for 5-minute data. • Monthly data must include GPS coordinates • Extraction option for daily/monthly average for wind speed, pressure, humidity • Daily Rainfall Table under "Mapping (GIS) reports" must include stations that recorded zero or no rainfall

NOTE: The requirements listed in Sections 4 to 9 above will be used by SAWS during the final process of System Testing and Acceptance prior to implementation and roll-out. Bidders must ensure that their bid price includes ALL of the system requirements in sections 4 to 9 above.

Maintenance and support

Product support and maintenance of the Data Management System must be provided by the bidder for a period of three (3) years from the go-live date.

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Delivery period / Go live date

The successful service provider will be required to develop the Data Management System for implementation within a period of eighteen (18) months from the date of award of the bid by SAWS.

10. EVALUATION OF BIDS

The bid will be evaluated in 3 phases as mentioned below:

- **Phase 1: SCM compliance requirements.**
- **Phase 2: Functional evaluation. (Mandatory & Functional Scoring)**
- **Phase 3: Price and Specific Goals.**

10.1 Phase 1: SCM Compliance requirements

RFQs received will be verified for completeness and correctness. SAWS reserve the right to accept or reject a RFQ based on the completeness and correctness of the documentation and information provided.

Bidders are to ensure that they submit the following documentation / information with their RFQ.

Document	Comments	Compulsory requirement
Proof of registration on the Central Supplier Database (CSD) of National Treasury	Bidders must be registered on the CSD. CSD registration number must be provided.	Yes
Request for Invitation (Annexure A)	Completed and signed	Yes
SBD 3.3 for services (Pricing Schedule)	Completed and signed	Yes
SBD 4 (Bidder's Declaration)	Completed and signed	Yes
SBD 6.1 (Preference Points Claim Form)	Completed and signed if points are claimed	Yes
SARS (South African Revenue Service) Tax Compliant	Bidders tax matters must be in order	Yes
BBBEE Certificate	Valid and compliant original B-BBEE and/or certified copies of Sworn Affidavit must be submitted for any points claimed	Yes

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SBD 5 The National Industrial Participation Programme	Completed and signed	Yes
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Bidders who comply with the above requirements will be considered for further evaluation.

10.2 Phase 2: Functional Evaluation

10.2.1 Mandatory requirements

For bidders to be evaluated on the above technical requirements bidders must provide the following with their bid:

- Delivery period / go live date (18 months)

The following requirements which are mandatory must be complied with by the bidder. Please note that bidders will not be evaluated further if they do not provide evidence confirming compliance with any of the specified mandatory requirements.

	Mandatory Technical / Functional requirement	Evidence to be submitted with bid
1	<p>Delivery period (Go live/deployment date)</p> <p>The service provider must be able to develop the Data Management System for rollout (go-live/deployment) date within eighteen (18) months from the date of award of the bid by SAWS.</p>	<p>Written confirmation by the bidder stating that the bidder will be able to develop the Data Management System for implementation /rollout within the prescribed timeframe of 18 (eighteen months) from the date of award of the bid by SAWS.</p>

Bidders who comply with the mandatory requirement will be considered for further evaluation.

10.2.2 Non-mandatory requirements

Evaluation of the non-mandatory functional requirements will be done in terms of the criteria as stated in the table below.

Bidders must take note of the Criterion, Weighting & Scoring when responding to this bid.

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	Criterion	Weight	Score
1	<p><u>Contactable References</u></p> <p>Proof of previous work successfully completed in relation to the development of Data Management Systems of similar size or larger.</p> <p>Bidder to submit reference letters from clients of the bidder as confirmation of Data Management Systems successfully developed by the bidder.</p> <p>Reference letters must not be older than 2019 and must comply to the following:</p> <ul style="list-style-type: none"> • Reference letter must be on Client's letterhead. • Contact person (Name and contact details). • Brief description of the type of Data Management System developed by the bidder. <p>SAWS reserves the right to verify references provided.</p>	30	<p>0 = No reference provided meeting the requirement.</p> <p>10 = 1 reference provided meeting the requirement.</p> <p>20 = 2 references provided meeting the requirement.</p> <p>25 = 3 references provided meeting the requirement.</p> <p>30 = 4 or more references provided meeting the requirement.</p>
2	<p><u>Project Methodology</u></p> <p>Bidders to provide the Project Methodology that will be used for the development and maintenance / support of the Data Management System.</p> <p>The methodology must include the following:</p> <ol style="list-style-type: none"> 1) Requirements / Resources 2) Design 3) Development 4) Testing 5) Deployment 6) Review 7) Maintenance and Support 	40	<p>0 = Not provided</p> <p>15 = Project Methodology addresses less than 5 of the 7 requirements.</p> <p>20 = Project Methodology addresses 5 of the 7 requirements.</p> <p>30 = Project Methodology addresses 6 of the 7 requirements.</p>

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			40 = Project Methodology addresses all 7 requirements.
3	<p><u>Experience of Project Leader</u></p> <p>Bidder to provide CV of Project Leader that will be assigned to this project.</p> <p>CV to include the years of experience of the individual as Project Leader and the Data Management Systems successfully developed and completed by the Project Leader.</p>	30	<p>0 = CV not provided or provided with no Data Management Systems successfully developed and completed as Project Manager.</p> <p>10 = CV provided with 1 or 2 Data Management Systems successfully developed and completed as Project Manager.</p> <p>20 = CV provided with 3 or 4 Data Management Systems successfully developed and completed as Project Manager.</p> <p>30 = CV provided with 4 or more Data Management Systems successfully developed and completed as Project Manager.</p>

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	Total	100	
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Bidders who score 70 and more will qualify for further evaluation in terms of Price and Specific Goals.

10.3 Phase 3: Price and Specific Goals Evaluation

Bidders who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

Points for this RFQ shall be awarded for:

- (a) Price; and
- (b) Specific Goals (Refer to Annexure F: Preference Points Claim Form).

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (Refer to Annexure F: Preference Points Claim Form)	20
Total points for Price and Specific Goals	100

Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act no 5 of 2000), the RFQ will be awarded to the bidder scoring the highest points.

11. DUE DILIGENCE

The South African Weather Service reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits, reference checks and requests for additional information.

12. SPECIAL CONDITIONS OF CONTRACT

This bid and all contract emanating there from will be subject to the General Conditions of Contract (GCC) issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance

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Management Act, 1999 (Act 1 of 1999). The Special Conditions are supplement to that of the General Conditions of Contract. Where, however the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of the Contract prevail.

SAWS reserve the right to exclude bidders who fail to comply with any of the Special Conditions of Contract as stated below.

12.1 Address where services are required.

The successful bidder will be required to render the services at the following address:

South African Weather Service
1263 Heuwel Road
Centurion
0157

12.2 Incidental Services

The appointed service provider will be required to provide technical assistance to SAWS in terms of Data Management System problems for the duration of the contract period.

12.2.1 System upgrades must be available as released by the service provider.

12.2.2 Telephonic support is provided during working days and business hours (from 08h00 to 17h00) and after hours for the duration of the contract period.

12.2.3 Email support provided during working hours including after hours and holidays to fix issues with the Data Management System during the contract period.

12.2.4 Provide Self Service Helpdesk

Annexure I

POPIA : Supplier Notice and Consent Form



**South African
Weather Service**

Private Bag X097, Pretoria, 0001 • Tel: + 27 (0) 12 367 6000 • www.weathersa.co.za • USSD: *120*7297#

POPIA: SUPPLIER NOTICE AND CONSENT FORM

I confirm that I am duly authorised to sign this consent form.

Name (Print)

Capacity

Signature

Name of Firm

Date



(Hereinafter referred to as “the **Data Subject** “)

A company/organization duly incorporated under the laws of Republic of South Africa, having its
main place of business

at....., with

registration number:.....

Preparatory Statement

Whereas the “**Data Subject**” is in agreement with the contents of this Notice and Consent Form and grants SAWS permission to process certain confidential/personal information, for purposes of

whereas the “**Data Subject**” is considering making an offer (the “**Offer**”) to SAWS on a solicited Bid/Tender/RFQ/RFP/RFI, subject to conducting due diligence, as a result of which certain confidential/personal information of the Data Subject may be disclosed to SAWS.

The Data Subject hereby gives consent to the following:

1. Purposes

SAWS will process, including collect, your personal information (as set out in point 2 below) for the following purposes:

- a) strategic sourcing;
- b) procurement;
- c) contract management;
- d) supplier management;
- e) invoice management;
- f) payments;
- g) debt recovery;
- h) fraud prevention; and
- i) supplier discovery.

The provision of personal information is voluntary. However, if you do not provide your personal information, we may not be able to perform the above-mentioned purpose/s.

2. Legal basis for the processing

We process your personal information on the basis that (i) processing information is necessary for pursuing our legitimate interests (according to section 11(1) of the Protection of Personal Information Act, No. 4 of 2013 (“POPIA”)), which lies in achieving the purposes as set out in point 1 above, (ii) processing is necessary to carry out actions for the conclusion or performance of “supply chain management functions” for which you are party (according to section 11(1)(b) of POPIA), or (iii) processing complies with an obligation imposed by law on us (according to section 11(1)(c) of POPIA).

We process the following personal information (for specific natural or juristic person and can be used to identify you or that person):

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- a) Master data
 - Name
 - Addresses
 - Contact numbers
 - Email address
 - Other contact details of the supplier
 - Supplier primary contact person's name and contact information
 - Job position and role / qualifications
 - Partner roles of the suppliers needed for invoicing and ordering
 - Identification / company registration number
 - BBBEE status
 - Central Supplier Database number

- b) Accounting and payment information
 - VAT & Income tax numbers
 - Tax clearance pin
 - Bank details
 - Bank account type and number
 - Name of the account holder
 - Attachment of confirmation documents
 - Terms of payment
 - Accounting correspondence

- c) Supplier classification
 - Category
 - Vendor portfolio
 - Product categories
 - Main product category
 - Additional product categories
 - Vendor category.

- d) Declared conflict or potential conflict of interest

- e) Information on goods and/or services offered by supplier
 - quantity and quality of offered goods and/or services
 - other commercial terms of the offer

- f) Contract information
 - commercial terms of the contract
 - legal terms of the contract
 - any other contractual documentation
 - information about contract performance and instances of non-performance

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3. Retention periods

Your personal information will only be kept for as long as we reasonably consider necessary for achieving the purposes set out in point 1 above and as is permissible under applicable laws. We will, in any case, retain your personal information for as long as there are statutory retention obligations or potential legal claims are not yet time barred.

4. Law enforcement

We may disclose personal information if required:

- by a subpoena or court order;
- to comply with any law;
- to protect the safety of any individual or the public; and
- to prevent violation of our supplier relation terms.

5. Regulators

We may disclose your personal information as required by law or governmental audit.

6. Sharing

We may share your personal information with:

- other divisions or public entities within the South African Government as the South African Weather Service (SAWS) is a Section 3(a) public entity under the Ministry of Environmental Affairs and is governed by a Board, so as to provide joint content and services like registration, for transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about our products, services;
- an affiliate, in which case we will seek to require the affiliates to honor this privacy notice;
- our goods or services providers under contract who help provide certain goods or services or help with parts of our business operations, including fraud prevention, bill collection, marketing, technology services (our contracts dictate that these goods or services providers only use your information in connection with the goods or services they supply or services they perform for the SAWS and not for their own benefit);
- credit bureaus to report account information, as permitted by law;
- banking partners as required by credit card association rules for inclusion on their list of terminated merchants (in the event that you utilize the services to receive payments and you meet their criteria); and
- other third parties who provide us with relevant services, where appropriate.

7. Suppliers rights

Under applicable law, you have, among others, the rights (under the conditions set out in applicable law): (i) to check whether and what kind of personal data we hold about you and to request access to and the right to rectify the information collected (ii) in certain circumstances, to object to the processing of personal information, in the prescribed manner, on reasonable grounds relating to your particular situation, unless legislation provides for such processing or to object for the purposes of direct marketing; or (iii) to lodge a

POPIA: SUPPLIER NOTICE AND CONSENT FORM

complaint with the Information Regulator. The address of the Information Regulator is 33 Hoofd Street Forum III, 3rd Floor Braampark, Braamfontein, Johannesburg.

8. Your obligations

You may only send us your own personal information or the information of another data subject where you have their permission to do so.

9. Security

We take the security of personal information very seriously and always do our best to comply with applicable data protection laws. Our website is hosted in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders. We authorize access to personal information only for those employees who require it to fulfil their job responsibilities. We implement disaster recovery procedures where appropriate.

10. Data Storage

We will try to keep the personal information we collect as accurate, complete, and up to date as is necessary for the purposes defined in this notice. Please note that to better protect you and safeguard your personal information, please inform us of any required corrections to your personal information.

11. Limitation

We are not responsible for, give no warranties, nor make any representations in respect of the privacy policies/notices or practices of any third parties.

12 Enquiries

If you have any questions or concerns arising from this notice and consent form or the way in which we handle personal information, please contact the South African Weather Service Deputy Information Officer:

HEAD OFFICE
1263 Heuwel Road
Centurion
0157
+27 12 367 6000
Email for Head Office: CRS@weathersa.co.za

Annexure J

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million. or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr

Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	