



forestry, fisheries
& the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID

BID NUMBER: DFFE-T066 (22-23)

THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A BIODIVERSITY SECTOR RESPONSE STRATEGY AND ACTION PLAN FOR ZOONOTIC DISEASES AT THE HUMAN ANIMAL ENVIRONMENT INTERFACE, FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

Contact persons:

Name : Thato Mogapi
Cellphone No. : 066 481 0034
E-Mail : tmogapi@dffe.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

Company name	Supplier registration number	Unique reference number	
			Main contractor
			Sub-contracted/ joint venture comp 1
			Sub-contracted/ joint venture comp 2

CLOSING DATE OF THE BID: 31 OCTOBER 2022 AT 11H00

Non-Compulsory briefing session will be held as follows:

Date: 12 October 2022

Time: 10:00

Please note that the virtual briefing link will be published on DFFE website.

PART A INVITATION TO BID /

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE-T066 (22-23)	CLOSING DATE:	31 OCTOBER 2022	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A BIODIVERSITY SECTOR RESPONSE STRATEGY AND ACTION PLAN FOR ZOONOTIC DISEASES AT THE HUMAN ANIMAL ENVIRONMENT INTERFACE, FOR A PERIOD OF TWENTY-FOUR (24) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry Fisheries and the Environment; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM		CONTACT PERSON	Thato Mogapi	
TELEPHONE NUMBER	012 399 9670/9671/9055		TELEPHONE NUMBER	066 481 0034	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenders@dffe.gov.za		E-MAIL ADDRESS	tmogapi@dffe.gov.za	
SUPPLIER INFORMATION					
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 FOR B-BBEE]					
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 PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
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.					

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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR 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 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 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."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g., company resolution)

DATE:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: DFFE-T066 (22-23)
CLOSING TIME 11h00	CLOSING DATE: 31 OCTOBER 2022

OFFER TO BE VALID FOR120.....DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A BIODIVERSITY SECTOR RESPONSE STRATEGY AND ACTION PLAN FOR ZOO NOTIC DISEASES AT THE HUMAN ANIMAL ENVIRONMENT INTERFACE, FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

**(ALL APPLICABLE TAXES INCLUDED)

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

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

R.....

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

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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

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

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

----- days
----- days
----- days
----- days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

TOTAL: R.....

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Name of Bidder:

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry Fisheries and the Environment

Contact Person: SCM

Tel: (012) 399 9670/9671/9055

E-mail: Tenders@dffe.gov.za

Or for technical information –

Name : Thato Mogapi

Office Telephone No. : 066 481 0034

E-Mail : tmogapi@dffe.gov.za

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

- 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:

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.

-

 2.3 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 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

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.

SBD4

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

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = maximum 20 points
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		

Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in

paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (Act No. 53 of 2003) (BBBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

TERMS OF REFERENCE

FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A BIODIVERSITY SECTOR RESPONSE STRATEGY AND ACTION PLAN FOR ZONOTIC DISEASES AT THE HUMAN ANIMAL ENVIRONMENT INTERFACE, FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

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1. PURPOSE

- 1.1 To appoint a service provider to develop a biodiversity sector response strategy and action plan to zoonotic diseases at the human-animal-environment interface, for a period of twenty-four (24) months.

2. INTRODUCTION AND BACKGROUND

- 2.1 The current global pandemic of the novel coronavirus, Covid-19, believed to have been transmitted from a wild animal source from wildlife trade in China, has highlighted the interconnected relationship between health and the environment. Zoonotic diseases are a global threat and a majority of these are believed to have their origin in wildlife which act as reservoir hosts for parasitic, viral, and bacterial pathogens that cause these diseases. Livestock often serve as intermediate hosts between wildlife and human infections. Over the last few years, several emerging zoonotic diseases have made world headlines as they either caused, or threatened to cause major pandemics, and the current upward trend of zoonotic diseases is likely to continue.
- 2.2 The Covid-19 pandemic has affected countries around the globe as governments were faced with an unprecedented public health emergency and measures to halt the pandemic forcing them to close borders and lock down countries and communities. It has had devastating impact on human health, the economy and livelihoods, where it has caused loss of human lives, widespread disruption to economies and societies and massive losses in markets and livelihood for many who are dependent on the economic activities affected by the pandemic. This has highlighted the potential degree with which zoonotic diseases can spread and cause impact.
- 2.3 The biodiversity and conservation sector has also been negatively affected by Covid-19. There have been impacts on regional and international trade in wildlife due to closure of borders. Livelihoods of many communities that rely on wildlife trade and wildlife-based tourism have also been negatively impacted due to loss of income generated by these activities. There are concerns of potential increase in illegal exploitation of natural resources as a result of these losses. The extent and nature of the impact on the biodiversity and conservation sector are yet to be fully understood but it can be anticipated that it will be extensive given the reliance of the sector on these activities for its resources.
- 2.4 The spotlight on disease originating from wildlife is linked to human practices relating to trade and consumption of wild animal species. Global trade in different volumes and types of wildlife species, intensification of harvest and exploitative practices, such as the mixing of wildlife and domestic species in markets, with potential for pathogen spread and spill over, all create favourable conditions for disease emergence and spread, especially where there are increased concentration of different wildlife, domestic animals, and people in markets. However, wildlife trade and consumption are one of many factors that influence zoonotic disease emergence, transmission and spread. Many of the anthropogenic drivers of biodiversity loss and ecosystem disruption are believed to be some of the leading factors that influence disease emergence. These include land use change, food production systems changes, global trade and travel, overexploitation, and unsustainable use of natural resources, increased over-crowding and urbanisation of people. Anthropogenic activities are rapidly altering ecological and evolutionary systems under which hosts, and pathogens operate, creating new

dynamics and opportunities for disease transmission and spread. Adding to these is the influence of climate change on emergence and spread of zoonotic diseases, particularly the impacts of climate change and associated shifts in species range, as well as the pathogens for which they may serve as a host or reservoir. The influence of geoclimatic change on zoonotic disease epidemiology is evident by changes in reservoir and vector dynamics. Zoonotic disease emergence is also influenced by other ecological, and socioeconomic factors including pathogen adaptation to new hosts and environments, human demographics, behaviour, and their susceptibility to infections.

- 2.5 Given the above, and considering that there are a wide variety of animal species involved, the complex natural history of the pathogens concerned, and other sector related ecological and socioeconomic factors that may further the emergence, transmission, spread and the impact of zoonotic diseases, there is a need for a comprehensive risk assessment of all factors that contribute directly and indirectly to the emergence and spread of zoonotic diseases, with emphasis on risk related to the biodiversity sector activities including the sustainable use and conservation of biodiversity. There is also a need to assess the potential socioeconomic impacts of zoonotic diseases on the biodiversity sector. This science and evidence-based approach will inform decision-making and effective sector appropriate response to the current Covid-19 pandemic and the development of a biodiversity sector response plan with robust, comprehensive, and coordinated short-, medium- and long-term actions to prevent or minimise the risks of sector related activities that influence zoonotic disease emergence, transmission, spread and impact on human health. This will ensure that the sector's activities are undertaken in a manner that does not harm the environment, thereby minimising the risk of zoonotic disease emergence and spread as a result of the sector activities, in line with the Constitutional commitment to ensure that the environment is not harmful to the health and well-being of all South Africans. The biodiversity sector response plan to zoonotic diseases will also facilitate implementation of measures that strengthen biodiversity economy that support poverty reduction and economic growth, while ensuring sustainable use of natural resources in times of zoonotic disease outbreaks, including mobilising resources and re-prioritising investment for the sector response for a green economic recovery plan.
- 2.6 Given the interconnectedness of zoonotic diseases to different sectors, including biodiversity, health and agriculture, among others, the biodiversity sector response plan to zoonotic diseases will follow a One Health approach which promotes coordinated, cross-sectoral dialogue and collaboration among various stakeholders in all relevant sectors at national, regional and international levels to address common concerns on current and future health threats covering human, animal and environmental issues and to come up with interventions for the prevention and control of emerging zoonotic diseases that benefit all sectors with a view to obtain optimum health for humans, animals and the environment.

3. OBJECTIVES

The objectives of this project are to:

- 3.1. Undertake a comprehensive risk assessment of biodiversity sector-specific factors at the human-animal-environment interface that directly and indirectly influence emergence, transmission, spread and severity of zoonotic disease in South Africa and the socio-economic impacts of zoonotic diseases outbreaks and pandemics on the biodiversity sector in South Africa.

- 3.2. Develop a Biodiversity Sector Response Strategy and Action Plan for a multi-sectoral coordinated approach to current and future zoonotic diseases at the human-animal-environment interface taking into account regional and international frameworks.

4. SCOPE AND EXTENT OF WORK

4.1. Project inception - Two (02) Months

- 4.1.1. Participate in a project inception meeting with the Department of Forestry, Fisheries and the Environment, within one (1) week of signing the contract with the Department, including presenting the proposed project approach/plan, stakeholder engagement strategy and milestones for expected deliverables.
- 4.1.2. Develop an inception report which details the approach to be followed, milestones for expected deliverables and the budget, stakeholder database and stakeholder engagement strategy.

4.2. Phase 1: Comprehensive Risk Assessment - Ten (10) Months

- 4.2.1. Undertake a scoping exercise and develop scoping report to identify biodiversity sector relevant policy, environmental, social, and economic issues that contribute to the occurrence, impacts and responses to zoonotic diseases to inform a comprehensive risk assessment.
- 4.2.2. Undertake a comprehensive risk assessment of factors that directly and indirectly influence emergence, transmission, spread and severity of zoonotic disease in South Africa based on the results of the scoping exercise. The risk assessment should include but not be limited to the following:
- 4.2.2.1. The contribution of anthropogenic sector activities that are drivers of biodiversity loss and ecosystem disruptions, including habitat destruction, alien invasive species, globalization and overexploitation of species (including wildlife trade, processing, consumption, farming and use practices) to zoonotic disease risk.
- 4.2.2.2. The influence of geoclimatic change and associated shifts on zoonotic disease epidemiology, including effects on the characteristics of host and vector populations that relate to pathogen transmission to humans (geographic distribution, population density, prevalence of infection by zoonotic pathogens, and the pathogen load in individual hosts and vectors).
- 4.2.2.3. Current distribution of high risk hosts, vectors, reservoirs, or pathogens from which zoonotic diseases have been known to emerge or get transmitted.
- 4.2.2.4. Interactions at human-animal-environment interface (such as interaction among populations of wildlife, livestock, and people), that influence disease transmission, taking into consideration, high-risk geographical areas where such interactions could influence disease transmission (the service provider would be required to produce a

map of the high risk geographical areas), dynamics that underlie pathogen spill-over (pathogen jumping species and spreading to humans), vulnerable human populations and possible pathways of exposure and transmission.

4.2.2.5. Potential for perpetuation of the zoonotic disease (Covid-19) due to multiple outbreaks of different infectious diseases caused by various pathogens.

4.2.2.6. Influence of human demographics, and behaviour at human-animal-environment interface on zoonotic disease transmission.

4.2.2.7. Synergistic effects of zoonotic disease risk factors on pathogen transmission within host and vector populations and to humans.

4.2.3. Socioeconomic impacts of Covid-19 and other zoonotic diseases on conservation efforts, wildlife economy including sustainable utilisation of wildlife, wildlife trade, nature-based tourism and livelihoods.

4.2.4. Produce a distribution map of high risk hosts, vectors, reservoirs, or pathogens from which zoonotic diseases have been known to emerge or get transmitted

4.2.5. Produce a map of the high-risk geographical areas for human-animal-environment interactions (disease hotspots)

4.2.6. Engage with all relevant experts and stakeholders in but not limited to the biodiversity, health, agriculture sectors, including undertaking site visits as per the stakeholder engagement strategy. The service provider may engage stakeholders independently. Logistics for stakeholder engagements facilitated by the Department will be funded by the DFFE.

4.2.7. Present progress and final reports at meetings of the Project Steering Committee and intergovernmental structures.

4.2.8. Submit draft reports for review by DFFE and other relevant stakeholders.

4.3. **Phase 2: Biodiversity Sector Response Strategy and Action Plan - Twelve (12) Months**

4.3.1. Develop a Biodiversity Sector Response Strategy and Action Plan to zoonotic diseases. The strategy and action plan should include *inter alia*:

4.3.1.1. National legislation, policies, strategies, plans, programmes, research, systems, role players, institutional arrangements, financial mechanisms, with emphasis on the biodiversity sector and its links with other sectors (identify gaps, challenges and opportunities).

4.3.1.2. Regional and international frameworks related to biodiversity conservation, health in the context of zoonotic diseases and other multilateral agreements, as well as linkages between them.

- 4.3.1.3. Distribution map of high risk pathogens, reservoirs from which zoonotic diseases have been known to emerge or get transmitted (see 4.2.3)
- 4.3.1.4. Map of the high-risk geographical areas where human-animal-environment interactions occur that could influence disease transmission (see 4.2.4)
- 4.3.1.5. An action plan with short, medium and long term actions that jointly contribute to biodiversity conservation, ecosystem resilience, human health, and other sectors. Actions should be in but not limited to the areas of policy development, biosecurity, research, surveillance, preparedness and prevention, detection, response, capacity building, advocacy, awareness. The Action plan should include roles and responsibilities at all levels.
- 4.3.1.6. Coordination mechanism, monitoring and evaluation, and resource mobilisation
- 4.3.2. Engage relevant stakeholders in the environment, health, agriculture and other sectors at all levels in the development of the strategy and action plan. The service provider may engage stakeholders independently. Logistics for stakeholder engagements facilitated by the Department will be funded by the DFFE.
- 4.3.3. Support the Department in planning and executing **three (3)** national stakeholder consultation workshops (as per the stakeholder engagement strategy). The service provider will be expected to deliver presentations; co-facilitate discussions; capture inputs and comments received from various stakeholders in a comment matrix; develop workshop reports; analyse and address comments in the strategy and action plan and capture how the comments were addressed in the comments matrix. The logistics for these stakeholder consultation workshops will be funded by the DFFE.
- 4.3.4. Submit draft reports for review by the DFFE and other relevant stakeholders.
- 4.3.5. Present progress and final outcomes at the meetings of the Project Steering Committee.
- 4.3.6. Present the final draft of the biodiversity sector response plan to intergovernmental structures and address comments received.

5. EXPECTED DELIVERABLES / OUTCOMES

5.1. Project Inception

- 5.1.1. Inception report with project approach/plan, milestones for expected deliverables

5.2. Phase 1: Comprehensive Risk Assessment

- 5.2.1. Scoping report with recommendations for the scope of the comprehensive risk assessment
- 5.2.2. Comprehensive risk assessment report including:
 - 5.2.2.1. Identified high risk biodiversity sector activities and behaviours

5.2.2.2. Distribution map of high risk hosts, vectors, reservoirs, or pathogens from which zoonotic diseases have been known to emerge or get transmitted

5.2.2.3. Map of the high-risk geographical areas for human-animal-environment interactions (disease hotspots)

5.3. Quarterly reports on stakeholder engagements.

5.4. Drafts of the scoping report and the comprehensive risk assessment report

6. Phase 2: Biodiversity Sector Response Strategy and Action Plan

5.3.1. Biodiversity Sector Response Strategy and Action Plan to zoonotic diseases

5.3.2. Quarterly reports on stakeholder engagements

5.3.3. Three (3) national stakeholder consultation workshop reports

5.3.4. Drafts of the Biodiversity Sector Response Strategy and Action Plan to zoonotic diseases

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

6.1. The project duration is for a period of twenty-four (24) months after the date of signature of the Service Level Agreement by both parties and issuing of the purchase order by the Department

7. COSTING / COMPREHENSIVE BUDGET

7.1. A comprehensive budget must be provided in a separate envelope inclusive of all disbursement costs, expenses and VAT (SBD 3.3 for detailed and **Annexure A** - Price Schedule Guidance). **Service provider must quote for all activities.**

7.2. A breakdown of the hourly tariff, Value Added Tax (VAT) inclusive, per category indicated in Section 5 above, as required for services rendered (inclusive of VAT) per year for the period of twenty-four (24) months.

7.3. Expenditure incurred without the prior approval of the Department will not be reimbursed.

7.4. The Department shall not pay for any unproductive or duplicated time spent by the service provider on any assignment as a result of staff changes, sub-contracting or re-drafting of reports due to errors, corrections or incorrect/incomplete findings.

7.5. Travelling costs and time spent or incurred between home and office of consultants and the Department's office will not be for the account of Department.

- 7.6. It is prohibited that the descriptions and quantities of items in the pricing schedule be amended except in the case that an alternative bid has been submitted. Non-compliance to the pricing instructions will result in disqualification.
- 7.7. DFFE reserve the right to negotiate with preferred bidder/s identified in the evaluation process, regarding any terms and conditions, including prices without offering the same opportunity to any other bidder/s who has not been awarded the status of the preferred bidder/s.
- 7.8. DFFE reserve the right to bench mark and negotiate rates with successful bidders before award.
- 7.9. Price will be valid for 120 days

8. NON-COMPULSORY BRIEFING SESSION

- 8.1 A non-compulsory briefing session will be held as follows:

Date: 12 October 2022

Time: 10:00 am

Venue: Microsoft Teams (See link on DFFE website)

9 EVALUATION OF METHOD

- 8.1. The evaluation for this bid will be carried out in four (4) phases:

- Phase 1: Pre-compliance
- Phase 2: Mandatory Requirements.
- Phase 3: Functionality Evaluation
- Phase 4: Price and B-BBEE

8.2. PHASE 1: Pre-compliance or Initial Screening

8.2.1 During this phase bid, documents will be reviewed to determine the compliance with SCM returnable documents, tax matters and whether proof of registration on Central Supplier Database (CSD) has been submitted with the bid documents at the closing date and time of the bid. Bids, which do not satisfy the compliance criteria, may not be evaluated further.

8.2.2 The bid proposal will be screened for compliance with administrative requirements as indicated below:

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/COMPLIANCE
1	Master Bid Document	provided and bound

ITEM NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/COMPLIANCE
2	Electronic Copy (USB)	Same as the master bid document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	Tax Compliance and CSD Registration	Attached CSD registration number/ Proof of CSD registration and/or SARS Tax Pin
5	SBD 3.3 and Pricing Schedule (Annexure A)	Completed
6	SCM - SBD 4 – Bidders Disclosure	Completed and signed
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed
8	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

8.3. PHASE 2: Mandatory Requirements

8.3.1 The following mandatory requirements will apply, and bidders must submit all requirements indicated hereunder with the bid documents at the closing date and time of the bid. Bidders who fail to comply with any of the mandatory requirements will be disqualified and not be evaluated further.

MANDATORY REQUIREMENTS	REQUIREMENT (S)	ATTACH & TICK	
		YES	NO
	The tenderer (s) must submit a certified valid copy of registration certificate of the Project Manager (Key Expert 1) recognized by an appropriate scientific body, i.e South African Council for Natural Scientific Professions (SACNASP) .		
	The tenderer (s) must submit a certified valid copy of registration certificate of the Team Member (Key Expert 2) recognized by an appropriate scientific body, i.e South African Council for Natural Scientific Professions (SACNASP) .		
	The tenderer (s) must submit a certified valid copy of registration certificate of the Team Member (Key Expert 3) recognized by an appropriate scientific body, i.e South African Council for Natural Scientific Professions (SACNASP) or other relevant scientific		

	body.		
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Note: Failure to submit the required mandatory documents will lead to your bid proposal being considered non-responsive, therefore, not further evaluated on functionality criteria

8.4. PHASE 3: Functionality Criteria

8.4.1. Only bid proposals that meet pre-compliance and pre-qualification requirements will be evaluated on functionality criteria.

8.4.2. The bidder must score a minimum of **75%**, during phase 3 (functionality/technical) of the evaluation to qualify for Phase 4 of the evaluation where only points for price and B-BBEE will be considered.

8.4.3. The following values/ indicators will be applicable when evaluating functionality:

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

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		WEIGHT
A proposed project plan, Methodology and Management of the project in developing a bio-diversity sector response strategy and action plan to zoonotic diseases at the human-animal-environment interface	Bidders should provide a detailed project plan with proposed methodology, including intermediate and final outputs with identified timeframes/milestones of proposed methodology as well as the project management approach.		
	Project plan, methodology and project management	Indicator	WEIGHT
	Comprehensive details project plan with deliverables, timeframe and milestone has been clearly provided.	5	30
	Clear project plan deliverables, timeframe and milestone are provided.	4	
	Action plan provided with no deliverables and timeframes.	3	
	Project plan details provided are not clear	2	
	Project plan deliverables, timeframe and milestones are not provided.	1	
	No information provided	0	
Qualifications of the Project Manager (Key Expert 1)	The project manager must have a relevant qualification (s) in environmental science/environmental management		
	Qualifications of the Project Manager (Key Expert 1)	Indicator	Weight
	MSc or higher equivalent qualification in environmental science/environmental management	5	5
	Honours degree or equivalent qualification in environmental science/environmental management	4	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		WEIGHT
	Degree or equivalent qualification in environmental science/environmental management	3	
	Three-year diploma or equivalent qualification in environmental science/environmental management	2	
	One-year diploma or equivalent qualification in environmental science/environmental management	1	
	No qualification (s) attached/submitted / qualification not relevant	0	
Technical Capability/ expertise and track record of the Project Manager (Key Expert 1)	The Project Manager (Key Expert 1) must have proven professional experience in the biodiversity and conservation sector, including: ✓ Developing policies, plans, strategies, or programmes such as those relating to species and ecosystem protection and conservation, wildlife, protected areas. ✓ Managing similar or related large multidisciplinary collaborative projects/programmes ✓ Managing a range of stakeholders and facilitating workshops.		
	A full detailed curriculum vitae (CV) must be submitted. Curriculum vitae are to include specific details of the individual, including, inter alia, relevant experience with a clear description of the type of relevant experience, an indication of the number of years for each project successfully completed.		
	Experience of Project Manager (Key Expert 1)	Indicator	Weight
	10 years or more relevant experience	5	15
	5 and less than 10 years' relevant experience	4	
	3 and less than 5 years' relevant experience	3	
	2 and less than 3 years' relevant experience	2	
	1 and less than 2 years' relevant experience	1	
	Less than 1 years' experience/No experience/ Experience not relevant	0	
	Qualifications of the Team Member (Key Expert 2) in Zoology or Agricultural Science to be assigned to the project	The Team Member (Key Expert 2) must have a relevant qualification in Zoology or Agricultural Science	
Qualification of team member (Key Expert 2): Zoology or Agricultural Science		Indicator	Weight
MSc or higher equivalent qualification in Zoology or Agricultural Science		5	5
Honours degree or equivalent qualification in Zoology or Agricultural Science		4	
Degree or equivalent qualification in Zoology or Agricultural Science		3	
Three year diploma or equivalent qualification in Zoology or Agricultural Science		2	
One year diploma or equivalent qualification in Zoology or Agricultural Science		1	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		WEIGHT
	No qualification (s) attached/submitted / qualification not relevant	0	
Technical capability/ expertise and track record of the Team Member (Key Expert 2) in the field of Zoology or Agricultural Science to be assigned to the project	Team Member (Key Expert 2) must have proven professional experience in undertaking research in aspects of Zoology or Agricultural Science that are relevant to zoonotic diseases, such as the study of reservoir species, their behaviour, social structures, movement patterns, interaction with people that contribute to emergence of zoonotic diseases. A full detailed curriculum vitae (CV) must be submitted. Curriculum vitae are to include specific details of the individual, including, inter alia, relevant experience with a clear description of the type of relevant experience, an indication of the number of years for each project successfully completed.		
	Experience of Team Member (Key Expert 2) in undertaking research in aspects of Zoology or Agricultural Science that are relevant to zoonotic diseases	Indicator	Weight
	5 years or more relevant experience	5	10
	4 and less than 5 years' relevant experience	4	
	3 and less than 4 years' relevant experience	3	
	2 and less than 3 years' relevant experience	2	
	1 and less than 2 years' relevant experience	1	
	Less than 1 years' experience/No experience/ Experience not relevant	0	
Qualifications of Team Member (Key Expert 3) in the fields of Veterinary Science to be assigned to the project	The Team Member (Key Expert 3) must have a relevant qualification in Veterinary Science		
	Experience of key personnel: Veterinary science	Indicator	Weight
	MSc or higher equivalent qualification in Veterinary Science	5	5
	Honours or equivalent qualification in Veterinary Science	4	
	Degree or equivalent qualification in Veterinary Science	3	
	Three-year diploma or equivalent qualification in Veterinary Science	2	
	One-year diploma or equivalent qualification in Veterinary Science	1	
No qualification (s) attached/submitted / qualification not relevant	0		

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		WEIGHT
Technical capability/ expertise and track record of the Team Member (Key Expert 3) in the fields of veterinary science to be assigned to the project	Team Member (Key Expert 3) must have proven professional experience in undertaking research in zoonotic disease epidemiology focusing on pathogen–host–environment interplay.		
	A full detailed curriculum vitae (CV) must be submitted. Curriculum vitae are to include specific details of the individual, including, inter alia, relevant experience with a clear description of the type of relevant experience, an indication of the number of years for each project successfully completed.		
	Experience of Team Member (Key Expert 3) in veterinary science	Indicator	Weight
	5 years or more relevant experience	5	10
	4 years and not less than 5 years' relevant experience	4	
	3 years and not less than 4 years' relevant experience	3	
	2 years and not less than 3 years' relevant experience	2	
	1 year and not less than 2 years' relevant experience	1	
Less than 1 years' experience/No experience/ Experience not relevant	0		
The company's experience, track record and knowledge in developing similar strategies, action plans or frameworks, undertaking risk/impact assessments and managing similar large multidisciplinary collaborative projects related to biodiversity conservation or zoonotic disease management	Bidder (s) are required to demonstrate relevant experience and competency of the company in developing similar strategies, action plans or frameworks, undertaking risk/impact assessments and managing similar large multidisciplinary collaborative projects related to biodiversity conservation or zoonotic disease management		
	Bidder (s) must submit Completion Certificate (s) / Reference Letter (s) for each of the successfully completed similar projects that briefly describe the type of services provided, the role of the bidder in the project, the duration of the project, the outcome of the project. This must be on the bidders' client (s)' official letterheads and it must be duly signed.		
	Company's experience and competency	Indicator	Weight
	5 or more projects successfully completed with duly signed completion certificates/positive reference letters attached	5	20
	4 projects successfully completed with duly signed completion certificates/positive reference letters attached.	4	
3 projects successfully completed with duly signed completion certificates/positive reference letters	3		

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		WEIGHT
	attached.		
	2 projects successfully completed with duly signed completion certificates/positive reference letters attached.	2	
	1 project successfully completed with duly signed completion certificate/positive reference letter attached.	1	
	No experience	0	
TOTAL POINTS ON FUNCTIONALITY			100

8.5. PHASE 4: Price and B-BBEE

8.5.1. Bid will be awarded to a bidder with the highest points on price and B-BBEE on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document. The bidder will be allocated 80% of the price and 20% of B-BBEE.

8.5.2. The Department reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price

8.5.3. Preference point system applicable for this bid

80:20	YES
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8.5.4. Subject to sub-regulation 6(2), points will be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 8.5.5. The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) respectively
- 8.5.6. A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

10 BID SUBMISSION REQUIREMENTS

- 9.1. Bidders' technical proposal cover page indicating the number of provinces and districts to be covered during the assignment. This must be supported by evidence of office address for the Laboratory allocated in the selected province and district.
- 9.2. A copy of the relevant tertiary qualification or equivalent from a member from a recognised institution. Bidders are expected to ensure that nominated personnel with foreign qualifications submit South African Qualifications Authority (SAQA) Certificate with the bid submission for evaluation. **Failure to do so will render the resource nominated not being allocated points and scoring zero (0).**
- 9.3. The information in the CV of the proposed expert (s) – Project Manager (Key Expert 1), Team Member (Key Expert 2) with Natural Science expertise and Team Member (Key Expert 3) in disease epidemiology (zoonosis) /zoology/public health research/developing similar plans, strategies or reports/managing similar or related projects/programmes/impact modelling and assessments/GIS mapping
- 9.4. Project reference specifying the role played by the bidder in the listed projects or assignments, project value and the duration of the project (start and end date).
- 9.5. Standard bidding documents (SBD1, 3.3,4 and 6.1) completed and signed.
- 9.6. Tax compliance status requirements and/or Central Supplier Database (CSD) number or report.
- 9.7. Certified copies of identity documents of directors and shareholders of the company.
- 9.8. Entity registration Certificate (CK1).
- 9.9. Letter of Authority to sign documents on behalf of the company, where applicable.

11 LEGISLATIVE FRAMEWORK OF THE BID

- 10.1. Tax Legislation
- 10.1.1. Bidder must at all-time attempt to be compliant when submitting proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 10.1.2. SARS Tax Status Pin requirements / or Central Supplier Database (CSD) number or

report must be provided.

10.2. Procurement Legislation

- 10.2.1. Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
- 10.2.2. Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids.
- 10.2.3. In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.

10.3. Privacy & Protection of Personal Information Act 4 of 2013

- 10.3.1. Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
- 10.3.2. DFFE's role as the responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/prospective services providers and third parties.
- 10.3.3. DFFE will process personal information only with the knowledge and authorisation of the bidder/respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exception contained in the POPIA.
- 10.3.4. DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
- 10.3.5. In responding to this bid, DFFE acknowledges that it will obtain and have access to personal information of the bidder/respondent. DFFE agrees that it shall only process the information disclosed by the bidder/respondent in their response to this bid for the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law.

11. SPECIAL CONDITIONS OF CONTRACT

- 11.1. The performance measures for the delivery of the work by the service provider will be closely monitored by the Department.
- 11.2. Before any work can commence the service, level agreement must be signed by both parties (DFFE and the successful bidder) as well as the issue of an official order and should there be any dispute

regarding the finalisation of the agreement, DFFE reserves the right to cancel the contract with no cost implications for the Department.

- 11.3. The delegated official shall do the ongoing performance management of the Service Level Agreement.
- 11.4. The Service Provider will submit weekly progress reports to the Project Manager, for the first three months and thereafter monthly until the completion of the service in both soft and hard copies. Failure to submit the required reports on time will result in penalties.
- 11.5. The Service Provider/s must guarantee the presence of the Project Manager (Key Expert 1) and Team Members (Key Expert 2 and Key Expert 3) throughout the duration of the contract.
- 11.6. Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If the any team member has to leave the project, a period of at least a month is required, in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed able to transfer skills and knowledge.
- 11.7. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 11.8. Please take note that DFFE is not bound to select any of the bidders' submitting proposals. DFFE reserves the right not to award any of the bids and not to award the contract to the lowest bidding price during competitive bidding process.
- 11.9. DFFE will not be held responsible for any costs incurred by the bidder in the preparation, presentation, and submission of the bids.
- 11.10. Before any work can commence the MoA must be signed by both parties (DFFE and the successful bidder) as well as the issue of an official order. Should there be any dispute regarding the finalisation of the agreement, DFFE reserves the right to cancel the contract with no cost implications for the Department.
- 11.11. Any supplier who is not registered on CSD during an award stage of the tender will not be considered.
- 11.12. Service providers are requested to submit any of the following documents as proof of B-BBEE status level of contributor:
 - a) B-BBEE status level certificate issued by a verification agency accredited by SANAS
 - b) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; and
 - c) B-BBEE certificate issued by the Companies and Intellectual Property Commission.
 - d) SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.
 - e) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate
 - f) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal

- g) In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.

11.13. Poor or non-performance by the bidder will result in cancellation of works orders.

12. SUB-CONTRACTING/ REQUIREMENTS

- 12.1 In a case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter into sub-contracting arrangements with the approval of the Department
- 12.2 In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 12.3 A tenderer will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract
- 12.4 The contractor is not allowed to sub- contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

13. PAYMENT TERMS

- 13.1 DFFE undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

14. TECHNICAL ENQUIRIES

- 14.1. Should you require any further information in this regard, please do not hesitate to contact:

Name: Ms Thato Mogapi

Tel: 066 481 0034

E-Mail: tmogapi@dffe.gov.za

15 ANNEXURE A: PRICING SCHEDULE (YEAR 1 AND YEAR 2)

YEAR 1 ACTIVITIES	NAME (S) OF THE PROPOSED EXPERT	ALLOCATED HOURS	RATE PER HOUR (EXCL. VAT)	TOTAL AMOUNT (EXCL. VAT)
Project Inception (project approach/plan, milestones for expected deliverables, stakeholder engagement strategy, and stakeholder database)		Hrs.	R	R
Scoping Exercise		Hrs.	R	R
Comprehensive risk assessment (including distribution map of high-risk pathogens and reservoirs or hosts and map of the high-risk geographical areas for human-animal-environment interactions (disease hotspots)		Hrs.	R	R
Stakeholder Engagement including presenting progress and final outcomes at the meetings of the Project Steering Committee and to intergovernmental structures		Hrs.	R	R
SUB TOTAL excluding vat (YEAR 1)				R
VAT @ 15%				R
TOTAL COST inclusive of vat (YEAR 1)				R

YEAR 2 ACTIVITIES	NAME (S) OF THE PROPOSED EXPERT	ALLOCATED HOURS	RATE PER HOUR (EXCL. VAT)	TOTAL AMOUNT (EXCL. VAT)
Development of the biodiversity sector response strategy and action plan to zoonotic diseases at the human-animal-environment interface.		Hrs.	R	R
Stakeholder engagement including presenting progress and final outcomes at the meetings of the Project Steering Committee and to intergovernmental structures and the three (3) national stakeholder consultation workshops		Hrs.	R	R
SUB TOTAL – YEAR 2				R
VAT @ 15%				R
TOTAL COST – YEAR 2				R

SUMMARY OFFER	TOTAL COST INCLUSIVE OF VAT
YEAR 1 - OFFER	R
YEAR 2 - OFFER	R
TOTAL PROJECT COST	R

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.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

	(b) 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.

Js General Conditions of Contract (revised July 2010)



DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

BAS ENTITY MAINTENANCE FORM

Head Office Only

Date Received _____
Safetynet Capture _____
Safetynet Verified: _____
BAS/LOGIS Capt _____
BAS/LOGIS Auth _____
Supplier No. _____

The Director General

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

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

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

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

Please ensure information is validate as per required bank screens .

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

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

Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

Full Names

Surname

Persal Number

Address Detail

Address

(Compulsory if Supplier)

Physical

Postal

Postal Code

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual
☐ Company
☐ CC

☐ Department
☐ Trust
☐ Other (Specify)

☐ Partnership

Department Number

