



## environmental affairs

Department:  
Environmental Affairs  
REPUBLIC OF SOUTH AFRICA

# **INVITATION TO BID**

## **BID REFERENCE NUMBER: E1623**

**APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE THE DEVELOPMENT OF A STATUS QUO REPORT AND RECOMMENDATIONS TOWARDS THE INSTITUTIONAL IMPROVEMENT AND POSSIBLE REORGANISATION OF BIODIVERSITY CONSERVATION AND PROTECTED AREA MANAGEMENT FOR A PERIOD OF 18 MONTHS.**

**Contact persons:**

Name: Ms. S. Mampe  
Telephone No. (012) 399 9557  
E-Mail: [smampe@environment.gov.za](mailto:smampe@environment.gov.za)

Mr. K. Naude  
(012) 399 9558  
[knaude@environment.gov.za](mailto:knaude@environment.gov.za)

<b>Bidder name</b>	<b>Registration number</b>	<b>Central Supplier Database (CSD number)</b>	
			<b>Main contractor</b>
			<b>Sub-contracted/ joint venture comp 1</b>
			<b>Sub-contracted/ joint venture comp 2</b>

**CLOSING DATE OF THE BID: 26 MARCH 2021 AT 11H00**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	E1623	CLOSING DATE:	26 MARCH 2021	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE THE DEVELOPMENT OF A STATUS QUO REPORT AND RECOMMENDATIONS TOWARDS THE INSTITUTIONAL IMPROVEMENT AND POSSIBLE REORGANISATION OF BIODIVERSITY CONSERVATION AND PROTECTED AREA MANAGEMENT FOR A PERIOD OF 18 MONTHS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>Department of Environmental Affairs; The Environment House,</b>					
<b>473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr Jacques Steyn or Ms Emily Babedi or Ms Georgina Serumula	CONTACT PERSON	Ms. S. Mampe	Mr. K. Naude	
TELEPHONE NUMBER	012 399 9019/9080/ 9046	TELEPHONE NUMBER	(012) 399 9557	(012) 399 9558	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A	N/A	
E-MAIL ADDRESS	<a href="mailto:ebabedi@environment.gov.za">ebabedi@environment.gov.za/</a> <a href="mailto:gserumula@environment.gov.za">gserumula@environment.gov.za</a> <a href="mailto:jsteyn@environment.gov.za">jsteyn@environment.gov.za/</a>	E-MAIL ADDRESS	<a href="mailto:smampe@environment.gov.za">smampe@environment.gov.za</a>	<a href="mailto:knaude@environment.gov.za">knaude@environment.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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	
<b>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.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>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.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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.”</p>

**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: E1623
CLOSING TIME 11h00	CLOSING DATE: 26 MARCH 2021

OFFER TO BE VALID FOR .....120.....DAYS FROM THE CLOSING DATE OF BID.

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE THE DEVELOPMENT OF A STATUS QUO REPORT AND RECOMMENDATIONS TOWARDS THE INSTITUTIONAL IMPROVEMENT AND POSSIBLE REORGANISATION OF BIODIVERSITY CONSERVATION AND PROTECTED AREA MANAGEMENT FOR A PERIOD OF 18 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-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
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 Environment, Forestry & Fisheries

**Contact Person:** Mr Jacques Steyn or Ms Emily Babedi or Ms Georgina Serumula

**Tel:** (012) 399 9019 or (012) 399 9080 or (012) 399 9046

**E-mail:** [jsteyn@environment.gov.za](mailto:jsteyn@environment.gov.za) / [ebabedi@environment.gov.za](mailto:ebabedi@environment.gov.za) / [gserumula@environment.gov.za](mailto:gserumula@environment.gov.za)

**Or for technical information –**

Name: Ms. S. Mampe

Telephone No. (012) 399 9557

E-Mail: [smampe@environment.gov.za](mailto:smampe@environment.gov.za)

Mr. K. Naude

(012) 399 9558

[knaude@environment.gov.za](mailto:knaude@environment.gov.za)

## SBD 4

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number:.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....





**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

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

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

**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
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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.



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:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME 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		
<b>OR</b>		
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 .....
.....
.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



# environment, forestry & fisheries

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

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENTAL (DEFF) 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 FACILITATE THE DEVELOPMENT OF A STATUS QUO REPORT AND RECOMMENDATIONS TOWARDS THE INSTITUTIONAL IMPROVEMENT AND POSSIBLE REORGANISATION OF BIODIVERSITY CONSERVATION AND PROTECTED AREA MANAGEMENT FOR A PERIOD OF 18 MONTHS**

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## **1. PURPOSE**

- 1.1. To appoint a suitable and qualified service provider to facilitate the development of a status quo report and recommendations towards the institutional improvement and possible reorganisation of protected area management which is the cornerstone for biodiversity conservation for a period of eighteen (18) months.

## **2. INTRODUCTION AND BACKGROUND**

- 2.1. The management of protected areas in South Africa is a provincial and national concurrent competency, such that both spheres of government have developed legislation to ensure their management. The National Environmental Management: Protected Areas Act, 2003 (Act No 57 of 2003) (NEM:PAA) is the specific legislation promulgated to among others,

- provide: for the protection and conservation of ecologically viable areas representative of South Africa's biological diversity and its natural landscapes and seascapes;
- for the establishment of a national register of all national, provincial and local protected areas;
- for the management of those areas in accordance with national norms and standards; for intergovernmental co-operation and public consultation in matters concerning protected areas; and
- for the continued existence, governance and functions of South African National Parks; and for matters in connection therewith.

- 2.2. The system of protected areas in South Africa consists of the following kinds of protected areas:

- (a) special nature reserves, national parks, nature reserves (including wilderness areas) and protected environments;
- (b) world heritage sites;
- (c) marine protected areas;
- (d) specially protected forest areas, forest nature reserves and forest wilderness areas declared in terms of the National Forests Act, 1998 (Act No. 84 of 1998); and
- (e) mountain catchment areas declared in terms of the Mountain Catchment Areas Act, 1970 (Act No. 63 of 1970).

- 2.3. The management of the Protected Areas vary from National and Provincial Government Departments, Agencies and Municipalities who are key stakeholders. The previous studies that were conducted in the past are covered below in summary.

## **2.4. PHASE 1**

- 2.4.1. A review of the institutional arrangements for the management of protected areas was initiated, erstwhile by the Department of Environmental Affairs (DEA) in 2009, in order to seek ways to improve the management of protected areas which are key cornerstone to conservation of biodiversity in South Africa. The review conducted was based on an assessment of the status-quo of existing protected area management authorities, and an overview of regional trends and case studies in protected area management.

- 2.4.2. The status-quo assessment aimed to provide an overview of the conservation management system, and an objective analysis of the functioning of the main Government Departments (national, provincial

and local government) and Management Agencies responsible for the management of protected areas. Conclusions from the review have been formulated into recommendations for reforming the system.

2.4.3. A consolidated protected areas database was developed for the initial study including all the protected areas whose management arrangements and status as protected areas could be confirmed at the time of the report. These 516 protected areas constitute the protected area estate used for the analysis, and while a few smaller protected areas remained unclassified and therefore outside the database, they are not considered statistically significant. The protected area estate covered just over 8,2 million hectares, and included the following types of regulatory frameworks for the protected areas:

- a. National parks declared in terms of the National Parks Act, 1976, or in terms of Section 20 of the Protected Areas Act, 2003.
- b. Provincial protected areas declared in terms of section 23 of the Protected Areas Act, 2003, or declared in terms of provincial legislation for conservation purposes.
- c. Local protected areas managed by municipalities, many of which have an undefined legal status.
- d. Marine protected areas declared in terms of section 43 of the Marine Living Resources Act, 1998.
- e. Mountain catchment areas declared in terms of the Mountain Catchment Areas Act, 1970.
- f. State Forests which include specially protected forest areas, forest nature reserves and forest wilderness areas declared in terms of the National Forests Act, 1998.
- g. World Heritage Sites declared in terms of the World Heritage Convention Act, 1999 (Act No. 49 of 1999).
- h. Special nature reserves declared in terms of the Environment Conservation Act, 1989, or section 18 of the Protected Areas Act, 2003.

2.4.4. These types of regulatory framework for the protected areas are not exclusive, and a number of protected areas have a dual or even multiple classifications. Such protected areas are consequently subject to different regulatory regimes and standards for conservation.

## 2.5. PHASE 2

2.5.1. Phase 2 of the study comprised of a feasibility study linked to the proposed options for the future management of protected areas. The following were the seven options that the study recommended:

1. **Option 1** - retention of the status quo, with enhanced cooperative governance arrangements.
2. **Option 2** - a shared services facility, which collectivises some of the corporate and support functions of agencies around which economies of scale can be realised.
3. **Option 3** - accelerated bio-regional consolidation without any major changes to the overall system of management authorities.
4. **Option 4** - rationalisation of existing management authorities into a limited number of consolidated regional conservation agencies.
5. **Option 5** - establishment of a single but highly decentralised conservation agency.
6. **Option 6** - establishment of a single national agency with strong head office.
7. **Option 7** - a focus on conserving nationally important protected areas without changing the overall system of management authorities.

2.5.2. After inputs from the Chief Executive Office's forum engagements another option was developed and incorporated into the final report, namely **Option 8**. This option centred on retention of the current



governance arrangements in the context of harmonised legislative framework, centralised funding arrangement and improved co-ordination and capacity building.

### **3. CURRENT STATUS AND INSTITUTIONAL ARRANGEMENTS**

- 3.1. Since the conclusion of the initial study, a Register of Protected Areas has been developed and a comprehensive database of all protected areas and conservation areas forms the backbone of the Register.
- 3.2. Further, two studies have been concluded on the conservation estate and they are as follows:
- (1) Sustainable Financing Framework for Management Authorities of State Managed Protected Areas – (2015)
  - (2) Performance and Expenditure Review - Provincial Nature Reserves (2018)

**NOTE:** This reports can be accessed on the DEFF website or made available to bidders upon request.

### **3.3. MANAGEMENT EFFECTIVENESS TRACKING TOOL - SOUTH AFRICA**

- 3.3.1. South Africa as a contracting party to the Convention on Biological Diversity (CBD) is required to implement goal 4.2 of the CBD Programme of Work in Protected Areas (PoPWA), which states that contracting parties should evaluate the effectiveness of the management of their protected areas. The initial target was set that state parties were supposed to implement management effectiveness evaluations of at least 30% of their protected areas (PA). Therefore, South Africa adopted a Management Effectiveness Tracking Tool (METT) in 2010 as one of the internationally accepted tools to make it more applicable to South African context. The tool was used for evaluating and assessing state managed protected areas.
- 3.3.2. Since 2010, Conservation Management Authorities (CMAs) were tasked to carry out self-assessment of the protected areas under their management using this evaluation tool. The results are collated and analysed by the Department to determine the trend over time and developed an analysed report which was shared on intergovernmental structures/forums.
- 3.3.3. Protected areas with a METT-SA score above 67% are indicated as effectively managed. The results of the number of effectively managed protected areas show an increase from 32% to 42.8% over nine years. This suggests that since the inception of the new tool from 2015 to 2018 the number of protected areas assessed and effectively managed has increased. The Web-based tool has been developed and is being used by Management Authorities to undertake their METT assessment for 2019.

### **3.4. PROTECTED AREA MANAGEMENT EFFECTIVENESS**

- 3.4.1 An overarching and detailed action plan was developed after the initial report was submitted to Ministers and Members of Executive Councils Meeting (MINMEC) that responds to national priorities whilst addressing global imperatives for future consideration by MINMEC. The action plan focused on four key elements, mainly:

**ELEMENT 1:** Direct actions for planning, selecting, establishing, strengthening, and managing, protected area systems and sites;

**ELEMENT 2:** Governance, participation, equity and benefit sharing;

**ELEMENT 3:** Enabling policy, institutional, financial and capacity building actions

**ELEMENT 4:** Standards, assessment, and monitoring

3.4.2 A reporting template was developed by the Department for all provinces with the following focus areas:

- a. Legal and Institutional Framework
- b. Research, Management and Planning
- c. People and Parks Programme
- d. Biodiversity Stewardship Programme
- e. World Heritage Sites
- f. Conservation Effectiveness
- g. Human Resources Management
- h. Budget and Financial Management
- i. Information Management System

#### **4. PROBLEM ANALYSIS**

##### **4.1. Institutional arrangements of Protected Areas in South Africa**

Although South Africa is recognized as the third most biologically diverse country in the world, many of the country's livelihoods are dependent on these assets. However, the current system of managing biodiversity lacks integration across bioregions, ecosystems and landscapes due to a lack of a common vision and approach by different spheres of government. This leads to wastage of resources and failure to achieve the economies of scale. The Bioregional Approach to South Africa's Protected Areas adopted in 2002, suggested that a new policy framework was needed, that will result in effective conservation through a rationalized and consolidated system of protected areas.

##### **4.2. Status Quo Report**

- a. The Status quo report was a product of a process of gathering of finance, human resource and biodiversity conservation data as well as interpretation of these data sets. Ground truthing was ensured through a comparison process of the data with National Treasury and SANBI data sets. An expert workshop was also conducted to review conservation standards and the effectiveness of conservation management arrangements across the different biomes and landscapes.
- b. A consolidated protected areas database was developed for the study including all the protected areas whose management arrangements and status as protected areas could be confirmed at the time of the report. These 516 protected areas constitute the protected area estate used for the analysis, and while a few smaller protected areas remain unclassified and therefore outside this database, they are not considered statistically significant. The protected area estate covered just over 8,2 million hectares in 2010.
- c. The study found that on average for all conservation budgets, 75% of authority budgets are funded by treasury allocations, and 25% by own revenue. The single largest expenditure item is human resources, making up 60% of total budgets; operating costs comprise 37% and capital items a very small 3%. The is a worrying trend of excessive growth in expenditure on personnel crowding out operational expenditure.

#### 4.3. **Balancing conservation and development**

- 4.3.1 Recognising the country's endowment of both mineral and biodiversity resources which are key to its development path and confronted by our experience with the conflicting conservation and mining land-use options, the environment and mining sectors collaborated towards the development of the Mining and Biodiversity Guideline.
- 4.3.2 It was envisaged that the Guideline would address the question of how best to develop our mineral and ecological resources to grow our economy – create more jobs and improve the human wellbeing, now and in the future through integrated land use planning. It provides a tool to facilitate the sustainable development of the country's mineral resources in a way that enables regulators, industry and practitioners to minimise the impact of mining on our biodiversity and ecosystem services. It provides the mining industry with a practical, user-friendly manual for integrating biodiversity conservation into the planning processes and managing biodiversity during all phases of the mining life cycle from exploration through to closure.
- 4.3.3 The guideline was developed on the basis of existing legislation and does not introduce new concepts or requirements but rather draws together all relevant information and presents it in a user-friendly format. It underscores a risk-based approach to managing biodiversity through early identification of mining impacts thereby providing an opportunity to put in place environmental management plans and actions that reduce risks to biodiversity, people and business. This is important from a business risk perspective as the cost of fixing or retrofitting solutions during operational are inevitably greater than avoiding or preventing those problems through early detection.

#### 4.4. **Other mechanisms contributing to the conservation system of South Africa (OECM's)**

- 4.4.1 Other Effective Area-Based Conservation Measures (OECMs) are defined by the CBD in decision 14/8 as: "A geographically defined area other than a Protected Area, which is governed and managed in ways that achieve positive and sustained long-term outcomes for the in-situ conservation of biodiversity, with associated ecosystem functions and services and where applicable, cultural, spiritual, socio-economic, and other locally relevant values." (CBD/COP/DEC/14/8) (CBD 2018).
- 4.4.2 Conservation areas were defined as areas contributing to conservation, but they were not declared protected areas such as Biosphere reserves, Biodiversity agreement areas under the Stewardship programme, protected areas managed as such but without proof of declaration, TFCA areas, Botanical Gardens, conservancies and Ramsar sites not declared as protected areas. These areas contributed to the overall conservation estate of South Africa.
- 4.4.3 While OECMs have formed a part of Aichi Target 11 since 2011, it had not been defined by the CBD until 2018 at CoP14, and thus very few countries have reported on OECMs to the UNEP-WCMC. Nonetheless, studies suggest that OECMs will contribute significantly to the current Target 11, its post-2020 inheritor, and to the Sustainable Development Goal (SDG) 15 (Donald et al. 2019). OECMs will increasingly become the global framework for recognising, reporting and ultimately for facilitating the conservation of important areas outside of formal protected areas.

#### 4.5. **STRATEGY ANALYSIS**

- 4.5.1 The National Development Plan and government's electoral mandate, recognises the management and expansion of protected areas as a fundamental building block in achieving South Africa's social

and economic development, which includes job creation, poverty eradication, food security and reducing inequality while contributing to sustainable livelihoods and development.

4.5.2 Protected areas are globally recognised as the most effective and secured means of conserving biodiversity. The National Environmental Management: Protected Areas Act, 2003 (Act 57 of 2003) has effected a national system of protected areas as part of a strategy to manage and conserve its biodiversity. The Act provides for co-operative governance in the declaration and management of protected areas. The Act further promotes sustainable utilisation of protected areas for the benefit of the people and participation of local communities in the management of protected areas.

## 5. SCOPE AND EXTENT OF WORK

### 5.1. Phase 1: Scoping & Consultation

- a. **Collate and review documentation including historical studies** - Collate and review the following documents: Annual reports and AG reports of the 15 conservation agencies for last five years. DEFF policy documents and research reports into conservation management Records of MINMEC discussions on conservation management and rationalization SANBI reports on conservation and biodiversity assessment
- b. **Consultations with DEFF management, conservation authorities and agencies (national, Provincial and Local Government)** - Conduct consultation meetings with the senior management of each conservation agency regarding the challenges facing conservation management, and their willingness to engage with one or more rationalisation options. These consultations will assume both a political and administrative form.
- c. **Consultations with National Treasury and Provincial Treasuries** - Conduction consultation meetings with NT and provincial treasury officials regarding the fiscal challenges facing conservation management, the relative importance they assign to it, and their willingness to engage with one or more rationalization options
- d. **Consultations with other stakeholders** - Consultation with other relevant stakeholders who have particular insight or expertise to share regarding the rationalisation process including communities adjacent to Protected Areas with co-management arrangements, Land Owners, Traditional Leadership, Private Investors, Donors or Philanthropist and/or relevant Non-Governmental Organisations.
- e. **Refine Phase 2 & 3 work plan** – Refine the existing work plan for the next two phases of the work, including but not limited to legal, institutional, HR, biodiversity, financial and commercial work-streams

### 5.2. Phase 2: Feasibility with the following outcomes:

- a. Analysis of existing reports and information from national and provincial processes.
- b. Detailed review feasibility technical report which highlights various options or modalities
- c. An in-depth cost/ benefit analysis of each option.
- d. Provided specific recommendations on the scope of the rationalisation, and options preferred, including among others proposed cooperative arrangements on resource mobilisation (finances), human resource management and legislation. Further, will be the need for interface with private sector in the management of protected areas.

- e. Consider biodiversity, protected areas and conservation management in totality (scope).
- f. Extensive financial/ commercial sustainability of each option.

**5.3. Phase 3: Implementation Plan will produce the following outcomes:**

- a. A blue-print operational plan of implementation on proposed modalities/ options on the management of Protected Areas Estate. The operational/ implementation plan will be informed by the outcomes of what phase and phase 2 recommends as the desired model or approach.

**5.4. The outcomes to be the following:**

By the end the 18 months the following outputs are required:

- a. A **stakeholder consultation report** on the consultations undertaken with the different institutions and stakeholders and the main points arising from the consultations.
- b. A **technical report** which highlights the strategic importance of the conservation estate, summarises the main challenges facing conservation, and propose not more than 5 options for rationalisation for more detailed investigation.
- c. A **presentation** at the Project Management Committee which summarises the above findings.
- d. A **work plan** for Phase 2 and 3 which sets out the work required to be undertaken, together with the roles and responsibilities of different institutions.
- e. **Detailed reviewed feasibility technical report** which highlights various options or modalities.
- f. **An in-depth cost/ benefit analysis of each option.**
- g. A **blue-print operational plan** of implementation on proposed modalities/ options on the management of Protected Areas Estate.
- h. **Skills should be transfer** to two (2) Departmental officials

**6. IMMEDIATE PROJECT OUTCOMES OR RESULT AREAS**

**6.1. Result Area A - Inception workshop and detailed project work plan**

*6.1.1. Objective – Project Management Committee and reporting requirements*

The project management committee will be made up of representatives of the Department and the consultancy team. The consultancy must, amongst other team members, be represented by at least one **Conservationist/Environmental**ist. Project management meetings will be held quarterly year at Pretoria (DEFF Environment house) to discuss the project and progress. In the event where additional meetings are required, the meeting(s) will be held at the service provider's office. The consultancy must, at these meetings, identify what actions have been taken to bring the project to the attention of possible beneficiaries. The Department will chair the meetings.

*6.1.2. Outputs – Project Management Committee meetings*

The project management committee meeting will be convened monthly basis for the first three months of contract and thereafter on the quarterly basis or as and when required during the period of the contract. The consultancy will be expected to play the secretarial role during the meeting and submit such to the Department for written approval by the Project Director who will also be the Chair of the Committee, within 7 working days after the meeting.

**Table 1: Success indicator**

Description	Verifiable Indicator	Means of verification
Inception workshop and approved work plan.	Inception workshop held with PMC members and detailed work plan approved in writing.  The selection of the PMC members, including the development of the Terms of Reference.	Minutes of inception meeting and approved work plan available.  Within one month from the commencement date of the SLA

**6.2. Result Area B – Stakeholder Consultation Report**

6.2.1 *Stakeholder Consultation Report developed:*

**Table 2: Success indicator**

Description	Verifiable Indicator	Means of verification
<b>Stakeholder consultation report</b>	Consultations with the different institutions and stakeholders undertaken	Report available.

**6.3 Result Area C: - Technical Report**

6.3.1 *Objective – Technical report developed*

- a. The service provider to develop a technical report which highlights the strategic importance of the conservation estate, summarises the main challenges facing conservation, and propose not more than 5 ~~three~~ options for rationalisation for more detailed investigation.

**Table 3: Success indicator**

Description	Verifiable Indicator	Means of verification
Technical Report	Report outlining the strategic importance of the conservation estate, summarises the main challenges facing conservation, and proposes three options for rationalisation for more detailed investigation completed.	Technical Report submitted

**6.4 Result Area D – Presentation**

6.4.1 *Objective – Presentation prepared:*

**Table 4: Success Indicator**

Description	Verifiable Indicator	Means of verification
Presentation	A <b>presentation</b> which summarises the above findings completed.	A presentation completed and presented to PMC

**6.5 Result Area E – A workplan – phase 2 and 3**

6.5.1 *Objective – A workplan developed*

**Table 5: Success Indicator**

Description	Verifiable Indicator	Means of verification
Workplan	A work plan for Phase 2 and 3 which sets out the work required to be undertaken, together with the roles and responsibilities of different institutions completed.	Workplan developed and delivered

**6.6 Result Area F – A feasibility technical report**6.6.1 *Objective – A Feasibility report developed***Table 6: Success Indicator**

Description	Verifiable Indicator	Means of verification
Technical report	Detailed feasibility technical report which highlights various options or modalities with in-depth cost/ benefit /risk / mitigation analysis of each option completed	Technical report finalised and submitted for approval

**6.7 Result Area G – A Implementation Plan**6.7.1 *Objective – A Implementation plan developed***Table 7: Success Indicator**

Description	Verifiable Indicator	Means of verification
implementation plans	A blue-print operational plan of implementation on proposed modalities/ options on the management of Protected Areas Estate completed	Work and implementation plans developed and delivered PMC for approval

**6.8 Result Area H – Project close out and handover**6.8.1 *Objective – Project close out and handover report***Table 8: Success Indicator**

Description	Verifiable Indicator	Means of verification
Close out and Handover Report	1. A stakeholder Consultation Report	Submitted report and approved by PMC for payments as per the milestones
	2. A detailed Technical Report	
	3. Detailed Feasibility Technical report	
	4. An in-depth cost/ benefit analysis of each option	
	5. A Work and Implementation Plans	
	6. A blue-print operational plan	
	7. Presentations	

Description	Verifiable Indicator	Means of verification
	8. Skills should be transfer to two (2) Departmental officials	

## 7 PROJECT MANAGEMENT AND INFORMATION MANAGEMENT

### 7.1. Project Director

The Chief Director: Protected Area Systems Management will be the Project Director. As such, the contracted consultants will be directed by and report to the Chief Director: Protected Area Systems Management

### 7.2. Project Team

The DEFF Project Team will comprise of the Director: Protected Areas Planning and Management Effectiveness, the Biodiversity Control Officer (Grade B): Declaration and Information Management: Biodiversity (Grade B) Legislation and Management Effectiveness.

### 7.3. Internal Consultancy Communication

All decisions, suggestions, recommendations, reports, etc. concerning the consultancy must be submitted in writing. All documents shall be prepared in MS Word and bar charts and spreadsheets in either MS Project or in Microsoft Excel. All required reports must be submitted to the Project Director in 2 hard copies as well as on an appropriate electronic storage medium (CD or memory device).

### 7.4. External Consultancy Communication

All communication external to the consultancy (e.g. response to complaints, press/media queries, etc.) other than the awareness activities identified in objective 6.5 will be carried out by either the Project Director or the Department's communication section. As such, all complaints, press/media queries, etc. must be referred to the Project Director together with a written briefing on a possible response.

### 7.5. Continuity and Profile of Consultant on the Project

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

## 8. PERIOD / DURATION OF PROJECT / ASSIGNMENT

8.1. Project must be completed within eighteen (18) months or after the signing of the SLA by both parties. The consultancy will commence following the signing of a contract between the Department and the selected consultancy.

## 9. COSTING / COMPREHENSIVE BUDGET

9.1. Comprehensive budget aligned to the deliverables should be provided in a separate envelope indicating unit prices per activity with the total amount inclusive of all disbursement costs, expenses and VAT.



- 9.2. A budget breakdown must include all items listed under Annexure A – Price Guideline table attached, as such forms an integral part of the contract. Failure to comply will result in your bid being considered non-responsive.
- 9.3. DEFF reserves the right to negotiate with one or more preferred bidder (s) identified in the evaluation process, regarding any items and conditions, including prices, location or area without offering the same opportunity to any other bidder (s) who have not been awarded the status of the preferred bidders(s).
- 9.4. DEFF reserve the right to bench mark and negotiate rates with successful bidders before award.

**10. EVALUATION CRITERIA**

10.1. The evaluation for this bid will be carried out in three (3) phases:

- Phase 1: Pre-compliance
- Phase 2: Functionality evaluation
- Phase 3: Price and B-BBEE

**10.2. PHASE 1: Pre-compliance or Initial Screening**

10.2.1. During this phase bid documents will be reviewed to determine the compliance with Standard Bidding Documents (SBD), SCM returnable, tax matters and whether Central Data Base (CSD) report has been submitted with the bid documents at the closing date and time of the bid.

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

Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification
1	Master Bid Document	provided and bound	*YES
2	1 Copy of Bid Document	provided and bound	**NO
3	Electronic copy (USB or Disk)	Provided and similar to Master Bid Document	**NO
<b>Included in the Bid Document</b>			
4	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES
5	SCM - SBD 2 - Tax Clearance Certificate Requirements	CSD registration number/SARS PIN and CSD summary report	**YES
6	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement	Completed and signed	**YES

Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification
	Regulations 2017		
8	SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed	*YES
9	SCM - SBD 9 - Certificate of Independent Bid Determination	Completed and signed	*YES
10	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	*YES
11	Comprehensive Curriculum Vitae (CV) – Project Manager	Detailed CV of the proposed resource.	**NO

**\*YES** – DEFF reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be further evaluated for Functionality Criteria (Phase 2)

**\*\*NO** – DEFF reserve the right to request such information during the evaluation process of the proposal and such information must be presented within short notice.

### 10.3. PHASE 2: Functionality Criteria

10.3.1. The bidder must score a minimum of **75%** (depending on the nature of the project) during Phase 2 (functionality / technical) of the evaluation to qualify for Phase 3 of the evaluation where only points for price and B-BBEE will be considered.

10.3.2. 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 with proposed methodology, deliverables, timeframe/ milestones in the institutional improvement/ business turnaround strategy.	<b>A details project plan with proposed methodology, deliverables, timeframes/ milestones,) in the institutional improvement/ business turnaround strategy.</b>		45
	<b>Project plan with deliverables, timeframes/ milestones,) in in the institutional improvement/ business turnaround strategy.</b>	<b>Indicator</b>	
	Project plan well broken down with methodology, deliverables, timeframe/ milestone & management of the project including staff deployment to each activity/deliverables.	5	
	Project plan provided with methodology,	4	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		WEIGHT
	deliverables, timeframe/ milestone & management of the project		
	Project plan provided with clear deliverables & timeframes/ milestones.	3	
	Project plan provided with no clear deliverables & timeframes/ milestones.	2	
	Project plan provided without milestones and how the deliverables will be attained.	1	
	No information provided	0	
Certified Copy of Qualifications of the Project Manager assigned/ assembled/ outsourced to the project	<b>Relevant qualification in the areas of Environmental Management Law or Economics or Finance Management or Environmental Engineering or Project Management in Environment or Organisation Development</b>		10
	<b>Qualifications of Project Manager key personnel</b>	<b>Indicator</b>	
	A Post Graduate Qualification Masters and or PHD qualification)	5	
	An honours degree or post graduate diploma three-year degree qualification	4	
	A three-year degree qualification A three-year diploma qualification	3	
	A three-year diploma qualification Two years diploma	2	
	Two years diploma Grade 12 certificates	1	
	No qualification (s) attached/ submitted	0	
Technical Capability/ expertise and track record of the Project Manager to be assigned to the project in the field of institutional improvement/ business turnaround strategy	<b>Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project. Bidder (s) should submit curriculum vitae for the Project Manager proposed to be employed on the project. Curriculum vitae are to include specific details including, inter alia, relevant experience and at least three contactable reference.</b>		
	<b>Experience of the Project Manager in institutional improvement/ business turnaround strategy.</b>	<b>Indicator</b>	
	10 years' experience or more	5	
	8 years' experience or less than 10 years' experience	4	
	6 years' experience or less than 8 years' experience	3	
	4 years' experience or less than 6 years' experience	2	
	2 years' experience or less than 4 years' experience	1	
	Less than 2 years' experience	0	

GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY		WEIGHT
The company's experience, track record and knowledge in the field of institutional improvement/ business turnaround strategy	<b>Bidder (s) are required to demonstrate relevant past experience and competency of the company in the field of institutional improvement/ business turnaround strategy. Bidder (s) should submit full details of, signed references for, projects of a similar scope which were successfully completed in the past or currently at the implementation stage.</b>		10
	<b>Attach reference letters confirming the successfully completed projects or in progress. The letter must include but not limited to the following information:</b> <ul style="list-style-type: none"> <li>- <b>The name of the client</b></li> <li>- <b>Contact details of the client</b></li> <li>- <b>The duration of the project</b></li> </ul>		
	<b>Company experience in the field of institutional improvement/ business turnaround strategy</b>	<b>Indicator</b>	
	5 years 'or more experience	5	
	4 years' and less than 5 years' experience	4	
	3 years' and less than 4 years' experience	3	
	2 years' and less than 3 years' experience	2	
	1 year' and less than 2 years' experience	1	
Less than one-year experience	0		
<b>TOTAL POINTS ON FUNCTIONALITY</b>			<b>100</b>

**10.4. PHASE 3: Preference Point System 80/20**

10.4.1. The third phase is to perform an evaluation of Price and BBEE on the bidders, that successful qualified on phase 2 (Functionality requirements).

10.4.2. Calculation of points for price - The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as criteria, only bid proposals that meets functionality requirements will be considered to be evaluated on price and B-BBEE.

**10.5. Calculating of points for B-BBEE status level of contribution**

10.5.1. Points will be awarded to a bidder for attaining the B-BBEE status level of contribution or a sworn affidavit certified by the commissioner of oath in accordance with the table below:

<b>The following table must be used to calculate the B-BBEE scores (80/20)</b>
<b>PRICE</b>

The following table must be used to calculate the B-BBEE scores (80/20)	
PRICE	
B-BBEE Status Level Contributor	Number of points (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non –compliant contributor	0

#### 10.6. Requirements for B-BBEE

- a) Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof, issued by SANAS only. The Exempted Micro Enterprise that do not have B-BBEE certificate must submit an original/ certified copy of the DTI sworn affidavit in terms of Codes of good practice certified by Commissioner of Oath together with their bids, to substantiate their B-BBEE claims.
- b) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid to substantiate their B-BBEE rating claims. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBEE but should not be disqualified from the bidding process.
- c) They will score points out of 80 for price only and zero (0) points out 20 for BBEE. The points scored by a tenderer for B-BBEE contribution must be added to the points scored for price and should be rounded off to the nearest two decimal places.
- d) A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends subcontracting more that 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.
- f) The contract will be awarded to the tenderers scoring the highest points.

#### 11 BID SUBMISSION REQUIREMENTS

11.1 Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:

11.1.1 A response to the terms of reference.

11.1.2 A project plan that states the methodology and approach for accomplishing the task,

project phases if applicable, time frames and outputs (excluding cost for the project).

- 11.1.3 Details of reliable contactable signed references for projects of a similar scope which were successfully completed in the previous years.
- 11.1.4 Ability to ensure continuity of staff on the project.
- 11.1.5 An organogram or list of partners, managers, specialists, together with the curriculum vitae of the staff who will be available and assigned to the DEFF for the duration of the contract.
- 11.1.6 A valid copy of the Tax Clearance Certificate or Tax Compliance Status Pin issued by SARS or copy of CSD/ MA Supplier Number.
- 11.1.7 Entity registration Certificate (CK1).
- 11.1.8 The profile of the company and description of similar work undertaken,
- 11.1.9 Detailed CV of Project Manager indicating number of years' experience, qualification including their roles and responsibilities.
- 11.1.10 Standard bidding documents (SBD1, 2, 3.3, 4, 6.1, 8 and 9) completed and signed.
- 11.1.11 Proof of B-BBEE Status Level of Contributor.
- 11.1.12 Electronic copy (USB/Disk).
- 11.1.13 Agreement between service providers in the case of a joint venture/Consortium.
- 11.1.14 Letter of authority to sign documents on behalf of the company/joint venture/Consortium.
- 11.1.15 The second envelope with the financial proposal (pricing schedule (SBD3.3) or other spreadsheets with all cost related items, cost breakdown (original). No financials should be included in the technical proposal (envelope).

## **12 SPECIAL CONDITIONS OF CONTRACT**

- 12.1. The performance measures for the delivery of the work by the service provider will be closely monitored by DEFF.
- 12.2. Before any work can commence the service, level agreement must be signed by both parties (DEFF 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, DEFF reserves the right to cancel the contract with no cost implications for DEFF.
- 12.3. The service provider will be expected to provide computer-generated monthly reports in a form of Portable Document Format (PDF), as well as provide any other related system-generated report that the DEFF may reasonably request from time to time.
- 12.4. Skills should be transfer to two (2) Departmental officials as identified by DEFF.
- 12.5. The delegated official shall do the ongoing performance management of the Service Level Agreement.

- 12.6. The appointed service provider will sign a confidentiality agreement regarding the protection of DEFF information that is not in the public domain.
- 12.7. 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.
- 12.8. Please take note that DEFF is not bound to select any of the firms submitting proposals. DEFF reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- 12.9. Bidders must score a minimum of 75% on functionality criteria in order to qualify for preference point system.
- 12.10. A valid copy of the Tax Clearance Certificate/ Tax Compliance Status Pin issued by SARS to the supplier/copy of Central Supplier Database (CSD)/ MA supplier Number must be submitted together with the bid. Failure to submit a valid Tax Clearance Certificate/ Tax Compliance Status Pin/ copy of CSD/ MA supplier Number shall result in the invalidation of the bid.
- 12.11. In case of bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate copy of a valid Tax Clearance Certificate or copy of Tax Compliance Status Pin or CSD/ MA supplier Number together with the bid.
- 12.12. A foreign recommended bidder with neither South African tax obligation nor history of doing business in South Africa must complete Standard Bidding Document (SBD 1) and the information must be submitted to SARS on the following email [governmentinstitute@sars.gov.za](mailto:governmentinstitute@sars.gov.za) to issue a confirmation of the tax obligation letter in terms of paragraph 3.6 of the instruction note no 9 of 2017/18.
- 12.13. Comprehensive Curriculum Vitae's (CV) of the Project Manager who will be available for the duration of the contract must be attached. In case where bidders submitted CV's of personnel from other companies, bidders must indicate if the personnel are sub-contracted or employed full time or part-time and indicate the period of the engagement with the bidder. A signed agreement between two parties or an agreement between personnel and a company must be included with the proposal.
- 12.14. The bid proposals should be submitted with all required information containing technical information.
- 12.15. DEFF will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- 12.16. Intellectual property rights will belong to DEFF.
- 12.17. Tenderers must submit two identical proposals (**two envelopes**) for each bid clearly marked "**original**" and "**copy**". First envelope marked original to include technical proposal (**original and copy of technical**) and the second envelope marked copy to include financial proposal (**original and copy of financials**).
- 12.18. The evaluation of Bids can only be done based on information required by DEFF.
- 12.19. Tenderers are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by SANAS only or DTI SWORN Affidavit certified by Commissioner of Oath together with their bids, to substantiate their B-BBEE rating claims, failing which the B-BBEE preference points claimed will be forfeited.

- 12.20. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid to substantiate their B-BBEE rating claims.
- 12.21. Prospective suppliers and/or public entities interested in pursuing opportunities with DEFF and within the South African government must register on the National Treasury Central Supplier Database.
- 12.22. Prospective suppliers and/or public entities must provide DEFF with their CSD registration number on submission of their bid proposals including those of sub-contractors and/ or joint venture companies.
- 12.23. Any supplier who is not registered on CSD during an award stage of the tender will not be considered.
- 12.24. The following information must be endorsed on each envelope:
  - Bid number and Closing date:
  - Name of the Bidder:
  - Technical Proposal or Financial Proposal.

### **13. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS**

- 13.1. 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.
- 13.2. The contractor after award will not be 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.

### **14. PAYMENT TERMS**

- 14.1. DEFF 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.

### **15. TECHNICAL ENQUIRIES**

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

Name: Ms. S. Mampe  
Telephone No. (012) 399 9557  
E-Mail: [smampe@environment.gov.za](mailto:smampe@environment.gov.za)

Mr. K. Naude  
(012) 399 9558  
[knaude@environment.gov.za](mailto:knaude@environment.gov.za)



**ANNEXURE A – PRICE GUIDELINES** - TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE THE DEVELOPMENT OF A STATUS QUO REPORT AND RECOMMENDATIONS TOWARDS THE INSTITUTIONAL IMPROVEMENT AND POSSIBLE REORGANISATION OF BIODIVERSITY CONSERVATION AND PROTECTED AREA MANAGEMENT FOR A PERIOD OF 18 MONTHS

Result Area	Activities	Unit Measure	Resources/Experts	Total Hours/Activity/Expert	Rate Per Hours	Total Project Cost Excluding VAT
Result Area A	Inception workshop and detailed project work plan	Hours	Expert 1 (Name)	Hrs.	R	R
			Expert 2 (Name)	Hrs.	R	R
			Expert 3 (Name)	Hrs.	R	R
			Other (Name)	Hrs.	R	R
<b>Sub-Total Inception workshop and detailed project work plan</b>						<b>R</b>
Result Area B	<b>Stakeholder Consultation Report</b>	Hours	Expert 1 (Name)	Hrs.	R	R
			Expert 2 (Name)	Hrs.	R	R
			Expert 3 (Name)	Hrs.	R	R
			Other (Name)	Hrs.	R	R
<b>Sub-Total - Stakeholder Consultation Report</b>						<b>R</b>
Result Area B	<b>Stakeholder Consultation Report</b>	Hours	Expert 1 (Name)	Hrs.	R	R
			Expert 2 (Name)	Hrs.	R	R

**ANNEXURE A – PRICE GUIDELINES** - TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE THE DEVELOPMENT OF A STATUS QUO REPORT AND RECOMMENDATIONS TOWARDS THE INSTITUTIONAL IMPROVEMENT AND POSSIBLE REORGANISATION OF BIODIVERSITY CONSERVATION AND PROTECTED AREA MANAGEMENT FOR A PERIOD OF 18 MONTHS

Result Area	Activities	Unit Measure	Resources/Experts	Total Hours/Activity/Expert	Rate Per Hours	Total Project Cost Excluding VAT
			Expert 3 (Name)	Hrs.	R	R
			Other (Name)	Hrs.	R	R
<b>Sub-Total Stakeholder Consultation Report</b>						<b>R</b>
Result Area C:	<b>Technical Report</b>	Hours	Expert 1 (Name)	Hrs.	R	R
			Expert 2 (Name)	Hrs.	R	R
			Expert 3 (Name)	Hrs.	R	R
			Other (Name)	Hrs.	R	R
<b>Sub-Total Technical Report</b>						<b>R</b>
Result Area D	<b>Presentation</b>	Hours	Expert 1 (Name)	Hrs.	R	R
			Expert 2 (Name)	Hrs.	R	R
			Expert 3 (Name)	Hrs.	R	R
			Other (Name)	Hrs.	R	R

**ANNEXURE A – PRICE GUIDELINES** - TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE THE DEVELOPMENT OF A STATUS QUO REPORT AND RECOMMENDATIONS TOWARDS THE INSTITUTIONAL IMPROVEMENT AND POSSIBLE REORGANISATION OF BIODIVERSITY CONSERVATION AND PROTECTED AREA MANAGEMENT FOR A PERIOD OF 18 MONTHS

Result Area	Activities	Unit Measure	Resources/Experts	Total Hours/Activity/Expert	Rate Per Hours	Total Project Cost Excluding VAT
<b>Sub-Total Presentation</b>						<b>R</b>
Result Area E	<b>A workplan – phase 2 and 3</b>	Hours	Expert 1 (Name)	Hrs.	R	R
			Expert 2 (Name)	Hrs.	R	R
			Expert 3 (Name)	Hrs.	R	R
			Other (Name)	Hrs.	R	R
<b>Sub-Total A workplan – phase 2 and 3</b>						<b>R</b>
Result Area F	<b>A feasibility technical report</b>	Hours	Expert 1 (Name)	Hrs.	R	R
			Expert 2 (Name)	Hrs.	R	R
			Expert 3 (Name)	Hrs.	R	R
			Other (Name)	Hrs.	R	R
<b>Sub-Total A feasibility technical report</b>						<b>R</b>
Result Area G	<b>A Implementation Plan</b>	Hours	Expert 1 (Name)	Hrs.	R	R

**ANNEXURE A – PRICE GUIDELINES** - TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE THE DEVELOPMENT OF A STATUS QUO REPORT AND RECOMMENDATIONS TOWARDS THE INSTITUTIONAL IMPROVEMENT AND POSSIBLE REORGANISATION OF BIODIVERSITY CONSERVATION AND PROTECTED AREA MANAGEMENT FOR A PERIOD OF 18 MONTHS

Result Area	Activities	Unit Measure	Resources/Experts	Total Hours/Activity/Expert	Rate Per Hours	Total Project Cost Excluding VAT
			Expert 2 (Name)	Hrs.	R	R
			Expert 3 (Name)	Hrs.	R	R
			Other (Name)	Hrs.	R	R
<b>Sub-Total A Implementation Plan</b>						<b>R</b>
Result Area H	Project close out and handover	Hours	Expert 1 (Name)	Hrs.	R	R
			Expert 2 (Name)	Hrs.	R	R
			Expert 3 (Name)	Hrs.	R	R
			Other (Name)	Hrs.	R	R
<b>Sub-Total Project close out and handover</b>						<b>R</b>
<b>SUB-TOTAL PROJECT COST (EXCLUDING VAT)</b>						<b>R</b>
<b>VAT @ 15%</b>						<b>R</b>
<b>GRAND TOTAL PROJECT COST</b>						<b>R</b>

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **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](http://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) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



# DEPARTMENT OF ENVIRONMENTAL AFFAIRS

## 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	<input style="width: 100%;" type="text"/>								
Trading Name	<input style="width: 100%;" type="text"/>								
Tax Number	<input style="width: 100%;" type="text"/>								
VAT Number	<input style="width: 100%;" type="text"/>								
Title:	<input style="width: 100%;" type="text"/>								
Initials:	<input style="width: 100%;" type="text"/>								
Full Names	<input style="width: 100%;" type="text"/>								
Surname	<input style="width: 100%;" type="text"/>								
Persal Number	<input style="width: 100%;" type="text"/>								
Address Detail									
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center; border-bottom: 1px solid black;">Physical</th> <th style="width: 50%; text-align: center; border-bottom: 1px solid black;">Postal</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Address <small>( Compulsory if Supplier )</small></td> <td style="padding: 5px;"><input style="width: 100%; height: 20px;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;"><input style="width: 100%; height: 20px;" type="text"/></td> </tr> <tr> <td style="padding: 5px;">Postal Code</td> <td style="padding: 5px;"><input style="width: 100%; height: 20px;" type="text"/></td> </tr> </tbody> </table>	Physical	Postal	Address <small>( Compulsory if Supplier )</small>	<input style="width: 100%; height: 20px;" type="text"/>		<input style="width: 100%; height: 20px;" type="text"/>	Postal Code	<input style="width: 100%; height: 20px;" type="text"/>
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Postal Code	<input style="width: 100%; height: 20px;" type="text"/>								
New Detail									
<input type="checkbox"/> New Supplier information	<input type="checkbox"/> Update Supplier information								
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other ( Specify )								
Department Number	<input style="width: 50px;" type="text"/>								

**Supplier Account Details (To be Verified by the bank, please attach bank letter or 3 months bank statement)**

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

Account Name

Account Number

Branch Name

Branch Number

**Bank screen info**

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

Account Type

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

ID Number

Passport Number

Company Registration Number

\*CC Registration

**\*Please include CC/CK where applicable**

Bank Stamp

**Supplier Contact Details**

Business

Area Code Telephone Number Extension

Home

Area Code Telephone Number Extension

Fax

Area Code Fax Number

Cell

Cell Code Cell Number

Email Address

Contact Person:

Supplier Signature

Print Name

Date (dd/mm/yyyy)

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