Province of the
EASTERN CAPE
ECONOMIC DEVELOPMENT, ENVIRONMENTAL AFFAIRS & TOURISM

Ref: *[reference number]*
Tel: 043 605 7153 | **Fax:** 086 511 7610

Contact Person: *[Hlokoma Mtshotshisa]*
| **Email:Hlokoma.mtshotshisa** @dedea.gov.za
www.dedea.gov.za

REQUEST FOR QUOTATION

Bid No.	**Q1-PP09-26/27-08**
Bid Description	**APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO CONDUCT ECOLOGICAL RISK ASSESSMENT OF THE HARVEST AND UTILISATION OF AARDVARK AND HONEY BADGER**
Venue where Tender Box is allocated	Dept of Economic Development, Environmental Affairs and Tourism, Cnr of Independence Avenue and Siwane Avenue; Second Floor, Chungwa Building, Bisho.
Date for compulsory briefing session	11 August 2026 at 10h00
Venue for compulsory briefing session **This will be a Hybrid briefing session.** **Interested bidders must use the link below for access.** **Microsoft Teams meeting** **Join:** **https://teams.microsoft.com/meet/339823755660220?p=0uIRXBB2LfFOM0Xt3P** **Meeting ID: 339 823 755 660 220** **Passcode: T3Ba9ux2**	Dept of Economic Development, Environmental Affairs and Tourism, Office No 15, Ground Floor, Alderwood House, Palm Square Business Park, Bonza Bay Road, Beacon Bay
Bid Closing Date & Time	**19 August 2026 at 11H00**
Queries related to the bid must be addressed to the following:	
Technical Terms of Reference:	**Ms Noluthando Bam** **Email:** **Noluthando.bam@dedea.gov.za**

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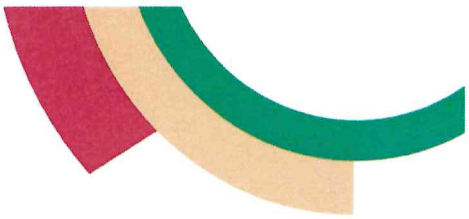
	All technical enquiries must be forwarded to the above e-mail address
SCM-related enquiries:	**Ms Hlokoma Mtshotshisa** **043 605 7153** **Email:** **Hlokoma.mtshotshisa@dedea.gov.za**
Conditions	• **Bids should be in a sealed envelope clearly marked with the above bid number, description, and Department of Economic Development and Environmental Affairs** - **The ECBD forms and all other forms relating to this bid must be completed and signed in the original in ink.** - **Forms with photocopies, signatures, or other such reproductions may be rejected.** - **Bids by telegraph, facsimile, electronically, or other similar apparatus will not be accepted.**

Suppliers interested in the tender must ensure their company is registered with the Centralised Supplier Database (CSD).

The Department may not enter into any contract with a service provider that is not registered with CSD. Failure to register with CSD may invalidate your proposal.

Bidder: Failure to comply with this requirement will be regarded as non-responsive and will be disqualified

Failure to attend the compulsory briefing session will result in your proposal being regarded as non-response and lead to disqualification.





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Contact Person: *[Hlokoma Mtshotshisa]*
| **Email:Hlokoma.mtshotshisa** @dedea.gov.za
www.dedea.gov.za

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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: Q1-PP09-26/27-08**

CLOSING TIME 11:00 **CLOSING DATE: 19 August 2026**

OFFER TO BE VALID FOR ...90...DAYS FROM THE CLOSING DATE OF BID.

ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY

NO **APPOINTMENT OF SERVICE PROVIDER TO CONDUCT ECOLOGICAL RISK ASSESSMENT OF THE HARVEST AND UTILISATION OF AARDVARK AND HONEY BADGER**

**(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.....

Bid No: Q1-PP09-26/27-08

Name of Bidder: .....

----------	.....	.....	R.....

TOTAL: R.....

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

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

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 –
Hlokoma Mtshotshisa
043 605 7153
hlokoma.mtshotshisa@dedea.gov.za

for technical information –
Ms. Noluthando Bam
Noluthando.bam@dedea.gov.za

All enquiries must be forwarded to the above e-mail address.

Economic Development, Environmental Affairs and Tourism,
2nd Floor Chungwa Building,
Independence Avenue,
Bhisho

Name of Bidder: .....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

---

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

2.3.1 If so, furnish particulars:

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

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to

the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....	.....
Signature	Date
.....	.....
Designation	Name of bidder

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

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

b) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
HDI black people	5
HDI women	5
HDI youth	5
HDI living in Eastern Cape	5

Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) 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 (NIP) Programme

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

34 Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Province of the
EASTERN CAPE
ECONOMIC DEVELOPMENT,
ENVIRONMENTAL AFFAIRS & TOURISM

Ref:

TERMS OF REFERENCE FOR ECOLOGICAL RISK ASSESSMENT OF THE HARVEST AND UTILISATION OF AARDVARK AND HONEY BADGER

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1. INTRODUCTION AND BACKGROUND INFORMATION

The provincial conservation authority intends to undertake an ecological risk assessment of the harvest of Aardvark and Honey Badger within the province. These species are subject to various forms of utilisation including hunting for trophies and damage causing animal control in the case of Honey Badger. The Department receives applications to hunt these species and there is currently limited information regarding the sustainability of such activities. The assessment intends to apply a precautionary risk assessment approach broadly aligned with the methods used in the simplified Non-Detriment Findings under CITES. This is to evaluate whether current or potential levels of harvest may pose a risk to wild populations and assist the Department in making informed evidence-based decisions. This includes the potential setting of harvest quotas for the province and any monitoring requirements if necessary.

2. OBJECTIVES, SCOPE OF WORK AND DELIVERABLES

The objective of this document is to present the Terms of Reference for the appointment of a suitably qualified and experienced Service Provider that will assist the Department in undertaking the ecological risk assessment for Aardvark and Honey Badger through a participatory process involving the interested and affected stakeholders, landowners, conservation authorities and relevant experts.

2.1. OBJECTIVE 1: INCEPTION MEETING & PROJECT STEERING COMMITTEE

Service provider will be required to organize and attend a Project Inception Meeting (PIM) with the project team of the Department. The purpose of the PIM is to clarify the project outcomes, finalize scope of work and the project plan. The Service Provider will be expected to produce an Inception Report, following the attendance of PIM, which report will also serve as the first Project Progress Report. Thereafter, project progress reports must be submitted every two months.

A Project Task Team (PTT) will be established, where the appointed Service Provider will be expected to organize and participate bi-monthly (every 2 months) meetings. This may include physical and virtual meetings as required. The Service Provider will be expected to assume the secretariat services for the PTT and DEDEAT will chair the meetings of the PTT.

2.2. OBJECTIVE 2: LITERATURE REVIEW, GAP ANALYSIS & SITUATIONAL ASSESSEMENT

The Service Provider will be expected to undertake a comprehensive literature and data review of the available scientific literature and technical reports relevant to the species. The Service Provider must compile a report on the geographic species distribution, habitat use and requirements, population status and trends, ecological role and life

history characteristics, and known threats affecting the populations of the two species. Where information is limited, the Service Provider must identify the key gaps and uncertainty.

The Service Provider will compile and analyse information on current and historical harvest including collating and extracting permit data (hunting permits issued, damage-causing animal and any other applicable permit data as available). Where possible assess the scale, spatial distribution and trends of harvest or offtake. This may include legal trade data in terms of CITES export permits and PH registers where relevant. If available, information on illegal or unreported harvest where relevant.

The Service Provider will identify and engage with all relevant stakeholders and facilitate stakeholder workshops, both in-person and virtual, where necessary. The Service Provider will use these workshops to gather information, validate findings and obtain expert input. The Scoping / Gap Analysis Report must be submitted in both English and IsiXhosa language versions.

2.3. OBJECTIVE 3: DEVELOPMENT OF THE ECOLOGICAL RISK ASSESSMENT REPORT

The ecological risk assessment for the two species will assess the impacts of current and potential future harvests on wild populations. This includes an evaluation of the risks associated with harvest pressure, life history characteristics of the species and other threats affecting population viability. Bidders must clearly describe the methodology and analytical framework that will be used to undertake the risk assessment. The assessment must include the measures of uncertainty and data limitations. The proposed methodology should be structured, transparent and evidence based and should apply the precautionary ecological risk assessment approach to evaluate whether current or potential levels of harvest may pose a risk to wild populations. As part of the risk assessment, the Service Provider must develop a clear risk classification framework providing a transparent and structured evaluation of risk based on the best available scientific information and expert input. The Service Provider must present the results in the form of a risk classification table indicating the relevant risk associated with the current or potential levels of harvest. Where possible, the Service Provider should indicate a confidence level for each risk classification based on the quality and availability of data. The final report must clearly indicate how the precautionary principle was applied in the risk classification and management recommendations.

Recommendations contained within the RA must be evidence driven. The Department does not require the Service Provider to support or oppose utilisation, trade, hunting, harvesting or quota allocation. The Service Provider's responsibility is to objectively assess sustainability and risk based on the best available scientific information and to clearly identify any uncertainties, assumptions and limitations associated with the assessment.

Based on the outcomes of the assessment, the Service Provider must provide recommendations regarding the sustainability of current and proposed harvest activities. Where supported by the available evidence, the Service Provider may recommend harvest quotas, harvest thresholds, management interventions, monitoring requirements or other measures necessary to ensure sustainable utilisation. Where the available information is insufficient to support a harvest quota, the Service Provider must clearly state this and provide recommendations for additional data collection, monitoring or precautionary management measures.

The Service Provider must also develop a monitoring framework for implementation by landowners or permit holders to support adaptive management and future harvest permit applications.

On finalization of the project, the appointed service provider must submit to the Department 2 x memory sticks containing the following:

- A full version of the completed Ecological Risk Assessment in English. The Department reserves the right to subject the report to independent scientific peer review prior to final acceptance.
- All progress reports generated during this appointment
- All meeting minutes and attendance registers of PTT meetings
- A full Public Participation Report
- A monitoring framework developed as a user-friendly guideline (plain-language) for landowners who may not have a scientific background.
- All maps and / or diagrams generated as part of this appointment as well as the electronic GIS files in an acceptable format (ESRI Shapefile, File Geodatabase or GeoPackage).
- All data that was produced as part of this appointment and over which the Department will have ownership.

The ecological risk assessment shall be capable of being independently reviewed and shall provide sufficient scientific justification to support departmental decision-making.

2.4. OBJECTIVE 4: PUBLIC PARTICIPATION PROCESS

The minimum Public Participation Process that must be followed for the project can be summarized as follows:

- Public Participation workshops will need to be held in three regions: Amathole, Sarah Baartman and Chris Hani Regions. One workshop in each region except for Sarah Baartman Region where a minimum of three workshops will need to be held.
- It may be required to place an advertisement in local newspapers to invite interested and affected parties to the workshops and/or compile an electronic marketing brochure to share on social media.

Due to the limited availability of comprehensive population data for some species, expert consultation must be structured in such a way that expert input is used to complement available scientific data, and that any assumptions or uncertainty associated with expert judgement are clearly documented in the final report. The Service Provider MUST ensure that the stakeholder consultation and public participation process includes a balanced representation of the relevant stakeholder groups with an interest in the conservation, management and utilisation of the species. The Service Provider is to take reasonable steps to ensure that no single stakeholder group disproportionately influences the consultation process. Workshop facilitation must ensure that differing perspectives are documented and fairly represented, areas of agreement and disagreement among stakeholders are clearly identified and recorded. Stakeholder inputs are to be recorded transparently in the final Public Participation report. The Service Provider must provide a stakeholder register and a summary of stakeholder inputs indicating how these inputs were considered in the ecological risk assessment.

Scientific conclusions shall be based primarily on the best available scientific evidence. Stakeholder views shall inform the assessment but shall not be treated as scientific evidence unless supported by verifiable data.

All submission and presentations at stakeholder meetings and public workshops must be on DEDEAT's corporate branding templates. The templates will be provided to the Service Provider by the Project Manager, immediately after the appointment thereof.

Following acceptance of the draft Ecological Risk Assessment by the Project Task Team, the Department may publish (gazette) the draft report for a formal public comment period. Where applicable, the Service Provider shall consider and respond to substantive comments received during this process and revise the report where appropriate. The Department will be responsible for the gazetting process.

2.5. OVERALL PROJECT DELIVERABLES, TIME FRAMES AND PAYMENT

The table below presents a summary of output that the appointed service provider is expected to deliver on together with a schedule of tranche payments for the duration of the project. It must be noted that the deliverables may change slightly based on the outcome of the inception meeting with the appointed services provider.

DELIVERABLES	KEY ACTIVITIES	TIME FRAMES
Inception phase reporting	Meeting to: • Introduce project teams both from the Department and Service Provider • Clarify project background and to obtain any background information that may be required for the project • Finalization of scope of work, workplan and project deliverables. • To agree on the implementation approach and reporting for the project	Within 2 weeks of appointment
	• Approval of written report on agreed scope of work, implementation approach, budget breakdown and timelines as agreed in the inception meeting.	Within 2 weeks of the inception meeting
Scoping & objective setting consultations / workshops	• Undertake initial consultations with relevant stakeholders to introduce the project, obtain information on current and anticipated utilisation of the species	3 months from date of appointment.
Report endorsement by the PTT	• Undertake consultations / workshops to present the draft assessment at 5 venues in the three regions. • Endorsement of the of draft assessment by the PTT for submission to the DEDEAT.	5 months from the date of appointment
Conduct Consultations / Workshops on the Draft Assessment	• Presentation of draft assessment and inclusion of stakeholder inputs once workshops have been held at a virtual session for all regions.	6 months from date of appointment of
Final Ecological Risk Assessment Report	• Submission of the Final report for approval by the Department • Final presentation to Department on the outcomes of the assessment and recommendations	9 months from date of appointment
Additional Public Participation	It may be required to place an advertisement in local newspapers to invite interested and affected parties to the workshops and/or compile an electronic marketing brochure to share on social media.	2 months from date of appointment
Reporting and Project Management Meetings	• Submission of progress reports detailing all the work covered during the respective reporting period, budget expenditure and any challenges encountered. • Provide any information that the Department should be aware of which may affect the project in any way	Bi-monthly

Bi-monthly PTT meetings	• Organize and participate in PTT meetings on a bi-monthly (every 2nd month) meetings to discuss progress on the project, address any challenges / bottlenecks encountered during the process and plan for upcoming project activities. • The appointed service provider must provide the secretariat functions to the PTT	Bi-monthly (once every two months)

2.6. FINALISATION OF SCOPE OF WORK AND PROJECT MANAGEMENT

The final scope of work will be formalised in a Project Implementation and Management Plan, which will be an outcome of the inception meeting (within 2 weeks of the inception meeting) between the DEDEAT project task team and the service provider.

3. PROPOSED APPROACH, BUDGET AND PROGRAMME

All bidders are required to develop a table outlining a proposed approach, a proposed budget allocation including VAT for professional fees, and number of person-hours respectively for the list of items in section 3. Note, however, that the scope of the project is not limited to these line items. The proposed approach should be translated into a proposed project management plan/timeline linked to deliverables.

The travelling costs and all other disbursements be added as items to be included in the proposed budget.

DEDEAT reserves the right not to accept the lowest proposal in part or in whole or any proposal submitted in response to this request.

Payments to the Service Provider will be disbursed in tranches (X5) on a percentage basis of the total amount based on the delivery milestones as stipulated below:

EXPECTED DELIVERY	% TRANCHE PAYMENT
Acceptance of the Inception Report by the Department	10%
Finalization of the Scoping and Objective Setting Consultations / Workshops together with consultation/workshop report.	15%
Acceptance of the two draft Risk Assessment Reports, Literature Review and Gap Analysis Report and Public Participation Reports together with the required progress reports by the Department	35%

Acceptance of the final draft Risk Assessment Reports and Monitoring Framework by the Department for gazetting for public participation together with the required progress reports	25%
Final peer-review comments have been addressed. All GIS data have been handed over, The final monitoring framework has been accepted, and all project close-out documentation has been submitted.	15%

4. REQUIRED CAPACITY, QUALIFICATIONS, EXPERIENCE & TRACK RECORD

It is important that all bidders demonstrate that they have the required capacity, qualifications, experience and track record to undertake the project. The proposed project team must demonstrate capacity and expertise in terrestrial ecology, zoology/mammalogy, wildlife conservation and ecological risk assessments. Experience in stakeholder engagement and facilitation is also essential. Specifically:

Bidders must demonstrate that they have the requisite capacity to be dedicated to the project for the duration of the project. Bidders must have a minimum of two personnel dedicated to the project for the duration of the project, including:

A project leader responsible for overseeing the scientific and technical components of the assessment as well as coordinating and facilitating the stakeholder consultation process;

Additional team members with relevant technical expertise (e.g. GIS, ecological analysis, social facilitation experts, wildlife management and scientific report writing) must be included where appropriate.

Qualifications & Professional Experience:

The project leader must at least hold a Master's degree (preferably a PhD) in one of the following or closely related field:

- Ecology
- Zoology
- Conservation Biology
- Biodiversity Science
- The project leader must demonstrate experience in:
- Rare Fauna Ecology
- Wildlife population assessments

- Ecological or conservation risk assessments
- Biodiversity conservation or wildlife management projects
- Facilitating stakeholder workshops
- Engaging with landowners, members of the community and conservation stakeholders.
- Additional team members may include specialists in areas such as GIS and spatial analysis, wildlife ecology, biodiversity assessments and data analysis.

Company Track Records:

Bidders must demonstrate that they have a proven track record in undertaking projects of a similar nature.

Relevant experience may include projects involving wildlife conservation/management, biodiversity risk assessments, ecological risk assessments, wildlife utilisation assessments and/or biodiversity management plans for species.

Use the following table template when listing company project experience and individual team member's project experience respectively:

Table: Project Experience Template

Client Name	Details of the project scope and activities	Value of the Project	Date of project inception (start date)	Date of project completion (end date)	Reference details	Contact details of reference person
					Name: Surname: Designation Was the above mentioned person involved in the project start and close out meetings? Yes/ No Did the project provide scientifically defensible conclusions? Was the methodology robust? Were recommendations evidence-based? Would you appoint	Telephone Number: Email Address:

					this consultant again for a scientific assessment?	

4.1. BID PROCESS: PRE-QUALIFICATION

The bid process will include a pre-qualification stage where the functionality / quality of bids will be assessed. All bidders or service providers will provide a list of three (3) references who can be contacted to provide an assessment of the Service Provider's ability and / or performance on similar previous assignments. References cited must have knowledge of the Service Provider's work in all the elements for meaningful comparisons to be made. References should include the following aspects: Did the project provide scientifically defensible conclusions? Was the methodology robust? Were recommendations evidence-based? Would you appoint this consultant again for a scientific assessment?

Declaration of Independence and Conflict of Interest

The bidder shall declare any actual, potential or perceived conflict of interest that may reasonably be expected to influence, or be perceived to influence, the objectivity and independence of the ecological risk assessment.

The declaration shall include, but not be limited to:

- Current or previous consultancy services provided in relation to the harvest, utilisation, trade, hunting, management or conservation of Aardvark, Honey Badger or similar species;
- Current or previous financial, professional or advisory relationships with landowners, hunting operators, wildlife ranching organisations, industry associations, conservation organisations or other stakeholders that may have an interest in the outcomes of the assessment;
- Any direct or indirect financial interest that may benefit from recommendations relating to harvest levels, quotas, utilisation or trade.

The Department reserves the right to request further information regarding any declared interest and to determine whether such interest may compromise, or be perceived to compromise, the independence and credibility of the assessment.

Failure to disclose a relevant conflict of interest may result in disqualification from the bidding process or termination of the contract if discovered after appointment.

Shortlisted bidders / service providers may be expected to make a presentation where they will demonstrate similar previous work.

The elements that will be considered for determining quality/functionality are:

QUALITY / FUNCTIONALITY	Score out of 5	WEIGHT/ 100
Bidder's understanding of the brief: The proposal demonstrates a clear understanding of the objectives, scope of work and expected deliverables for the risk assessment and stakeholder consultation process.		20
No understanding of the brief, proposal is unclear, results and deliverables are not identified	0	
Basic, simple understanding of the brief, proposal is partially clear, basic results and deliverables are identified	3	
Full and clear understanding of the brief, proposal is descriptive, and results and deliverables are detailed and well communicated	5	
The methodology and approach to be used: The RA must constitute an independent, objective and scientifically defensible assessment of sustainability and risk. The purpose of the assessment is to determine whether current and proposed utilisation is non-detrimental to the survival of the species in the wild and consistent with its ecological role and long-term conservation. The consultant shall: apply a structured risk assessment methodology that explicitly evaluates the following: species biology and vulnerability to harvest; population status and trends; distribution and extent of occurrence; current and historical utilisation levels; legal and illegal offtake; habitat suitability/condition and current threats; effectiveness of existing management and governance measures. The RA must clearly distinguish between verified data, expert opinion, assumptions, data gaps and uncertainties. Uncertainty must be quantified wherever possible and demonstrate how uncertainty was incorporated into the final assessment and recommendations. Apply the precautionary principle where information is incomplete, uncertain or inadequate. The methodology shall include explicit scoring or ranking of risk factors, weighting of threats where appropriate, confidence scoring and a documented process for deriving overall risk categories. Present all data sources (including historical permits issued, previous risk assessments received), calculations, analyses, models and assumptions in a transparent manner to allow independent review and replication. The RA must include an evaluation of cumulative impacts of all known sources of mortality, removal or utilisation and not solely the activities associated with permit applications or intended trophy hunting. The RA must provide a clear rationale for all recommended quotas, harvest limits, management thresholds or utilisation levels. Recommendations are to be developed using		25

the outcomes of the RA and available evidence. Quotas may not be predetermined and must be scientifically justified. The RA must include a sensitivity analysis demonstrating how changes in key assumptions or parameters influence the assessment outcome and recommended harvest levels. The RA must also identify monitoring requirements, indicators and adaptive management measures necessary to validate assumptions and ensure continued non-detriment.		
Proposed methodology and approach is not relevant, legislative context and science not sufficient	0	
Proposed methodology and approach meet the basic requirements of the terms of reference. The bidder demonstrates an adequate but basic understanding	3	
Proposed methodology and approach meet all the requirements of the terms of reference (as per paragraph 2 above). A detailed methodology and approach are developed. . The bidder demonstrates an advanced understanding of the terms of reference.	5	
The qualifications of Company Personnel to be utilised for this project: • A project team including, at minimum, a lead scientist with a postgraduate qualification (MSc or PhD) in ecology, zoology, conservation biology, wildlife management or a related field. • Previous authorship or co-authorship of Non-Detriment Findings, species status assessments, ecological risk assessments, conservation assessments, or equivalent scientific reports will be an advantage. • Demonstrated experience in quantitative ecological analysis and interpretation of population data. • Demonstrated experience with CITES, NEMBA, TOPS Regulations and relevant provincial conservation legislation. • At least one member of the project team must have an Honours Degree in Social Sciences, Social Facilitation or Psychology and/or demonstrated experience in stakeholder facilitation. • Other project members to have a minimum of bachelor's degree or NQF7 qualification in GIS or related field • Certified proof of qualifications for the project team to be attached, should proof not be attached, the bidder will not receive points on this part of the evaluation		15
None of the project team members, including the Project Leader have post graduate degree in any of the fields specified above.	0	
Project Leader has a Master's degree or above in any of the disciplines listed above, at least one project team members has an Honours Degree or above in social sciences, social facilitation or psychology and the rest of the project team members have Bachelor's Degree or above in any of the disciplines listed above.	5	
The project experience of the Company Personnel to be utilised for this project:		

The bidder shall demonstrate that the proposed project team possesses the qualifications, skills and experience necessary to undertake a scientifically robust Risk Assessment. The proposed Project Leader must: • Have a minimum of five (5) years' experience in wildlife conservation, ecology, biodiversity management, environmental science or a related field. • Have successfully led and completed at least five (5) projects involving one or more of the following: Wildlife population assessments; Ecological risk assessments; Conservation risk assessments; Biodiversity management plans; Species management plans; Non-Detriment Findings (NDFs); Sustainable use assessments. • Provide copies of the relevant project reports, or executive summaries where confidentiality restrictions apply, together with evidence of independent scientific review, peer review, technical review, client acceptance, or final approval by the commissioning authority. Where confidentiality agreements prevent submission of reports, alternative evidence may be provided. Stakeholder Engagement Specialist • At least one member of the proposed project team must demonstrate experience in stakeholder facilitation and conflict resolution, including: Successful facilitation of a minimum of five (5) stakeholder engagement processes, workshops, public participation processes, community meetings or consultation forums involving biodiversity, conservation, natural resource management or related matters. • Demonstrated ability to facilitate discussions involving multiple stakeholder groups and resolve complex or potentially conflicting issues. GIS and Spatial Analysis Capacity • The project team must demonstrate experience in the application of Geographic Information Systems (GIS) and spatial analysis by demonstrating experience in species distribution mapping, habitat suitability modelling, or spatial ecological analysis and at least three (3) wildlife, biodiversity, conservation or natural resource management projects where GIS analyses formed part of the project methodology. Examples may include: species distribution mapping; habitat suitability analysis; range assessments; land-use and habitat change assessments; spatial risk assessments; population distribution analyses. Personnel Roles and Responsibilities • The bidder shall clearly indicate the role and responsibility of each proposed team member and describe their specific contribution to each referenced project. Curriculum Vitae and References • Detailed curriculum vitae of all proposed personnel shall be submitted. Each CV must include: Relevant qualifications; Professional registrations (where		25

applicable); Relevant project experience; Contactable references for projects cited in the proposal. The Department reserves the right to verify qualifications, project experience and references and may disqualify bids where information cannot be substantiated.		
The team leader and the project team do not have the required project experience.	0	
The team leader has some experience in managing projects as outlined above but has less than 5 projects under his/her management, and the project members have less than the required amount of project participation.	3	
The team leader and other project members each demonstrate sufficient and or exceed project experience as outline above.	5	
Company experience in managing similar projects The bidder must demonstrate a proven track record in the successful completion of projects relevant to wildlife conservation, biodiversity management, species management, ecological risk assessment, conservation planning, Non-Detriment Findings (NDFs), or related environmental fields. The bidder shall submit: • A minimum of three (3) completed projects of a similar nature undertaken within the last ten (10) years. • Three (3) signed reference letters from clients for the projects submitted. Reference letters must be on the client's official letterhead and include the name and contact details of a contactable reference. • A completed project experience schedule in the prescribed format. • For each project submitted, the bidder must provide the following: project title; client name; project value; project duration; scope of work undertaken; key personnel involved and their roles; outcomes and deliverables produced; evidence of project completion and acceptance by the client. The Department reserves the right to verify project experience and contact references provided. Where applicable, bidders are encouraged to provide evidence that previous projects were subjected to independent technical review, scientific peer review, or formal acceptance by a regulatory authority. The Department may assess the relevance, complexity and technical quality of submitted projects and reserves the right to allocate reduced scores where projects are not considered comparable in scope, complexity or technical requirements to the services required under this Terms of Reference. Failure to submit the required reference letters shall result in zero (0) points being awarded for this criterion.		15

Bidders that fail to demonstrate previous experience in wildlife conservation, biodiversity management, ecological risk assessment, species management, Non-Detriment Findings, or closely related environmental projects shall receive zero (0) points for this criterion.		
The company demonstrates no experience and no proof of having conducted any environmental related projects or projects of a similar nature as listed above	0	
The company demonstrates 3–4 relevant projects of comparable complexity with strong references.	3	
The company demonstrates proof for 5 or more successful projects and signed letters with contactable references attached for all the projects listed. Extensive track record of highly relevant projects, including NDFs, ecological risk assessments, species management plans or biodiversity management plans demonstrating scientific rigour and regulatory acceptance. Additional consideration may be given where the bidder demonstrates successful completion of similar projects commissioned by government departments, conservation authorities, research institutions, universities or other recognised scientific organisations, provided that evidence of project completion and client satisfaction is supplied.	5	

Bidders will be evaluated on a 5-point scale where 0 = Weak, 3 = Average, 5 = Good. Bidders will be required to obtain at least **70% (70/100)** in order to qualify for the final evaluation stage. A bidder that scores less than 70 points out of 100 points in respect of functionality will be regarded as submitting a non-responsive proposal and will not be considered further

5. MANDATORY REQUIREMENTS FOR ALL BIDS

- Complete and signed SBD 4 (declaration of interest)
- Resolution authorising a particular person to sign the bid documents.

6. BID PROCESS: POST-QUALIFICATION

In terms of the revised Preferential Procurement Regulations 2022, the Department will utilize the following specific goals as required by section 2(1) (d) of the Preferential Procurement Policy Framework Act:

Historical Disadvantaged Individuals (HDI): see details below:

To enforce the implementation of RDP goals and to ensure local economic development for procurement above, the Department of Economic Development, Environmental affairs and Tourism shall allocate preference points to any of the following categories:

- HDI black people

- HDI youth
- HDI women
- HDI with disabilities
- HDI living in rural underdeveloped areas or township
- HDI living in Eastern Cape province
- A co-operative or non-profit organization which is at least 51% owned by black people.
- HDI who are Military veterans

Bids shall be evaluated on 80/20 principle. Preference points will be allocated as per below table

Specific Goals	**Allocation of points**
HDI black people	5
HDI women	5
HDI youth	5
HDI living in the Eastern Cape Province	5

7. PERFORMANCE MANAGEMENT

Performance against the deliverables will be closely monitored by DEDEAT as follows.

TOOL	**FREQUENCY**	**EXPECTATION**
Project Task Team	Bi-Monthly	Written Progress Reports and Presentations in person or virtual at the PTT meetings
Special Sessions	Ad hoc	Detailing of any burning issues that need immediate intervention or decision
Review of all reports by the PTT	As per the delivery of milestones outlined in paragraph 2.5	Written project reports and implementation progress reports

8. CONDITIONS OF THE BID

The service provider should provide in so far as possible the following:

- A comprehensive budget including VAT showing the charge out rate of all the staff to be involved in the rendering of the services and also all other cost factors such as travelling. Travelling costs and all other disbursements and time spent or incurred between home and office of consultants and DEDEAT offices will not be for the account of DEDEAT.
- Services rendered outside the scope of this project without the prior approval of the DEDEAT Programme Manager will not be reimbursed.
- Should a prospective service provider/consortium choose to work in a consortium with others, DEDEAT will confine its contractual dealings with the primary service provider/consortium
- All Project Team Members / bidders must provide a list of Three (3) references who can be contacted to provide an assessment of the Project Team Members who will be working on this project as well as Service Provider's ability and /or performance on similar previous assignments.
- References cited must have knowledge of the Project Team Members /Service Provider's work in all the elements for meaningful comparisons to be made. If the references cited are unable to give meaningful assessments of the Project Team Members /Service Provider's previous work, then the scores will reflect this.
- Curriculum Vitae's and certified copies of highest qualification and identification documents of the Project Team members MUST be attached to the proposal document.

Bidders' rates should not exceed those prescribed by the office of the Auditor-General of South Africa (AGSA) or Department of Public Service and Administration (DPSA).

DEDEAT reserves the right to invite shortlisted companies to conduct presentation of their bid proposals for final decision.

The tender will be awarded subject to a legally enforceable contract being entered into between the preferred bidder and the DEDEAT, which will impose material terms and conditions of the contract applicable to the parties in rendering the intended services.

DEDEAT is not bound to select any of the firms submitting proposals. DEDEAT reserves the right not to award the contract to the lowest bidding price as well as to renegotiate the bid of the preferred applicant.

DEDEAT will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bid and DEDEAT reserves its right to terminate the contract at such earlier time as it may decide suitable, should the Service Provider have completed the provision of the services in terms of the contract prior to the expiry of the 9 (nine) month contract term.

The service provider must be cleared by the National Treasury as per section 28 of the Prevention and combating of corrupt activities act, (act 12 of 2004) and the department will implement the law, especially section 28(3)(iii).

Bidders must comply with all procurement conditions of the department, including the provision of valid tax clearance certificates;

Preferential Procurement Policy Framework Act (PPPFA) principles shall apply; submissions will be evaluated according to the provisions of that Act;

The service provider will undergo vetting by the State Security Agency and may be disqualified or discharged if appointed, if it does not meet the security level required (see the Service Level Agreement).

Report any known or suspected corruption involving the state to 0800 701 701 as is also required in terms of section 34 of the Prevention and combating of corrupt activities act, (act 12 of 2004)

9. VALIDITY PERIOD

Proposals are expected to remain valid for 90 days from submission.

10. CONTRACT PERIOD

The contract period will be a maximum of 9 months, commencing on the date of issuance of the Purchase Order by the Department to the appointed service provider.

11. SUBMISSION OF PROPOSALS

Only bids by those entities that are registered on the DEDEAT Supplier database will be considered, you are requested to submit a costed proposal for delivering the specified services on behalf of the DEDEAT. One original and two photocopies of the completed proposal shall be placed in a sealed envelope clearly marked: "ECOLOGICAL RISK ASSESSMENT OF THE SUSTAINABLE HARVEST AND UTILISATION OF AARDVARK AND HONEY BADGER " and deposited in the Bid Box located at **Department of Economic Development, Environmental Affairs and Tourism, 2nd floor Chungwa Building, Independence Avenue, Bhisho, 5605**.

The closing date for the submission of completed proposals as advertised in the call for proposals is the _____ of _____ 2026 at 11h00. Late proposals will not be considered. Telegraphic, telexed, facsimiled or e-mailed submissions will not be considered.

12. RETURNABLE DOCUMENTS CHECKLIST FOR BIDDERS

DOCUMENTS	CONDITIONS	To be returned by the bidders
Resolution authorizing a particular person to sign the bid documents	It must be signed by the director of the company	
SBD 1 (invitation to bid)		Yes
SBD3.3 (pricing schedule)		Yes
SBD4 (declaration of interest)	It must be signed and bidders to take note of section 2.3 of the document	Yes
SBD6.1 (preference points claim form in terms of Preferential Procurement regulations 2022		Yes
Proof of CSD		Yes, for Tax verification
JV / Consortium agreement and CSD Registration for each party to the JV/Consortium		Yes

For bid enquiries contact:

Mr. Vuyani Balman
Deputy Director: SCM
Supply Chain Management
e-mail: vuyani.balman@dedea.gov.za

Ms. Hlokoma Mtshotshisa
Assistant Director: SCM
Supply Chain Management
Cell: 043 605 7153
e-mail: hlokoma.mtshotshisa@dedea.gov.za

For technical enquiries contact:

Ms. Noluthando Bam
Control Biodiversity Officer: Biodiversity Conservation Management
Noluthando.bam@dedea.gov.za

Or

Dr. Carin Swart
Biodiversity Officer: Biodiversity Conservation
Carin.swart@dedea.gov.za

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ECONOMIC DEVELOPMENT, ENVIRONMENTAL AFFAIRS & TOURISM

13. APPROVAL OF TERMS OF REFERENCE

Name	**Ms. Noluthando Bam**	**Mr. D Kentane**	**Mrs. C. Nong**	**Ms: K. Mayile**	**Mrs: Sibongile Jongile**	**Ms. Mickey Mama**
Position	**Control BO: Biodiversity Conservation Management**	**Bid Specifications Committee Chairperson**	**Chief Director: Environmental Affairs**	**Director: SCM**	**Chief Financial Officer**	**Head of Department**
Action	Compiled by	Recommended / not recommended	Recommended / not recommended	Recommended / not recommended	Recommended / not recommended	Approved / not approved
Comments		Supported	Recommended	Recommended	supported	approved
Signature						
Date	22/07/2026	22/07/2026	24/07/2026	27/07/2026	27/07/2026	27/07/2026

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Final Audit Report 2026-07-27

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