

INVITATION TO QUOTE

**YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL
BIODIVERSITY INSTITUTE**

QUOTE NUMBER: **Q2115/2011** CLOSING DATE: **22 June 2011**CLOSING TIME: **11:00 pm**DESCRIPTION: **POLICY CONSULTANCY: GLOBAL POLLINATION PROJECT**

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

PROPOSAL DOCUMENTS MAY BE MAILED TO THE FOLLOWING ADDRESS:

Bidders should ensure that quotes are emailed timely to the correct email address. If the quote is late, it will not be accepted for consideration.

ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

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

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

NAME OF SUPPLIER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

VAT REGISTRATION NUMBER

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)? YES / NO

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF SUPPLIER

DATE

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED

TOTAL QUOTE PRICE..... TOTAL NUMBER OF ITEMS OFFERED
.....

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BID THAT -

The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on website www.sars.gov.za

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, shareholder etc):.....

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

* "State" means –

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:

Name of state institution to which the person is connected:

Position occupied in the state institution:

Any other particulars:

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

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

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE
GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBDF 6.1
**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2001**

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R500 000; and

1.2 The value of this bid is estimated not to exceed R500 000 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The points for this bid are allocated as follows:

| | POINTS |
|---|---------------|
| 1.3.1.1 PRICE |80... |
| 1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS | |
| (a) Historically Disadvantaged Individuals: | 20 |
| (i) who had no franchise in national elections before the 1983 and 1993 Constitutions | ...12.... |
| (ii) who is a female | ...6.... |
| (iii) who has a disability | ...2.... |
| (b) Other specific goals (goals of the RDP- plus local manufacture) | |
| (i) | |
| (ii) | |
| (iii) | |
| (iv) | |
| Total points for Price, HDIs and other RDP-goals must not exceed | 100 |

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

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

2. GENERAL DEFINITIONS

- 2.1 “**Acceptable bid**” means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 “**Bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 “**Comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 “**Consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 “**Contract**” means the agreement that results from the acceptance of a bid by an organ of state.
- 2.6 “**Specific contract participation goals**” means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 “**Control**” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 “**Disability**” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 “**Equity Ownership**” means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 “**Historically Disadvantaged Individual (HDI)**” means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 2.11 “**Management**” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 “**Owned**” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 “**Person**” includes reference to a juristic person.
- 2.14 “**Rand value**” means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

- 2.15 “**Small, Medium and Micro Enterprises (SMMEs)** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 “**Sub-contracting**” means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 “**Trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 “**Trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Rand value of bid under consideration
- P_{\min} = Rand value of lowest acceptable bid

6. Points awarded for historically disadvantaged individuals

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

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID DECLARATION

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

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

| Ownership | Percentage owned | Points claimed |
|--|------------------|----------------|
| 8.1 Equity ownership by persons who had no franchise in the national elections % | | |
| 8.2 Equity ownership by women | % | |
| 8.3 Equity ownership by disabled persons* | % | |

*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

.....

9 DECLARATION WITH REGARD TO EQUITY

- 9.1 Name of firm :
- 9.2 VAT registration number :
- 9.3 Company registration number :

9.4 TYPE OF FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

| Name | Date/Position occupied in Enterprise | ID Number | Date RSA Citizenship obtained | * HDI Status | | | % of business / enterprise owned |
|------|--------------------------------------|-----------|-------------------------------|---------------------------------|-------|----------|----------------------------------|
| | | | | No franchise prior to elections | Women | Disabled | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |

*Indicate YES or NO

9.9 Consortium / Joint Venture

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

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

2. Application

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

documents.

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

and shall be in one of the following forms:

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the

purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to

spare parts manufactured or distributed by the supplier:

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

- 17. Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments** 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 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.

28.1 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.

28. Limitation of liability

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.



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TERMS OF REFERENCE

POLICY CONSULTANCY: GLOBAL POLLINATION PROJECT

Quote Number: Q2115/2011

The South African National Biodiversity Institute (SANBI) wishes to appoint a Consultant for the South African portion of the GEF/UNEP/FAO-funded Global Pollination Project to undertake a policy scoping study and provide policy recommendations.

1. Background

The South African National Biodiversity Institute's (SANBI) biodiversity research comprises collaborative programmes set up to promote and catalyse knowledge about biodiversity. The broad scope of research at SANBI includes the origins, composition, and functioning of biodiversity, its conservation and sustainable use, ecosystem services, and biodiversity responses to major drivers such as climate change. SANBI's Biodiversity and Ecosystem Services Programme team, under the Applied Biodiversity Research Division (ABRD), focuses on the role of biodiversity in ecosystem service provision in sub-Saharan African systems.

The GEF/UNEP-funded Global Pollination Project (also entitled "Conservation and Management of Pollinators for Sustainable Agriculture through an Ecosystem Approach") involves seven countries (Brazil, Ghana, Kenya, South Africa, India, Nepal & Pakistan), and has been set up to address a decline in pollinators and pollination services. At a global level, the project is co-ordinated by the UN Food and Agriculture Organisation (FAO). Within South Africa, the project is being implemented by SANBI's ABRD.

To achieve the objectives of the project, the ABRD requires the services of an independent consultant to undertake a scoping study of policy relating to pollination and pollinators in South Africa, and make recommendations of specific policy proposals that could be used to support and sustain pollination management plans.

2. The Global Pollination Project

The official Project Document of the Global Pollination Project (GPP) offers the following summary: "The development objective of the project is improved food security, nutrition and livelihoods through enhanced conservation and sustainable use of pollinators. The immediate objective is *to harness the benefits of pollination services provided by wild biodiversity for human livelihoods and sustainable agriculture, through an ecosystem approach in selected countries.* The outcomes of the project will be an expanded knowledge of pollination services, enhanced conservation and sustainable use of pollinators for sustainable agriculture, increased capacity to conserve and sustainably use pollinators, and enhanced awareness of conservation and sustainable use of pollinators for farmers, land managers and for policymakers."

Work on the GPP in South Africa has been ongoing since 2009 (and in earlier planning sessions), with funding from the donor obtained in late 2010. STEP sites (Study, Training, Evaluation and Promotion of good practice) have been chosen for detailed analysis in South Africa, and are linked to important crops that are dependent on pollination services: apples, onion seed and sunflowers. The Global Pollination Project in South Africa has four components:

1. Expansion of the knowledge base – through scientific research studies on pollinator monitoring, pollination deficits; and through correct information management.
2. Promotion of pollinator-friendly management practices – through scientific research on agricultural practices, and through the development of management plans, case studies and lessons learned.
3. Capacity building for the conservation and management of pollination services – through training for various target audiences and through the development of a roster of contacts for the sharing of expertise.
4. Public awareness, mainstreaming and information-sharing – through general public awareness activities, supporting the development of national pro-pollinator policies and through the dissemination of information.

3. Policy Context

As important as pollination is to food production and ecosystem regeneration, it tends to occur below the horizon of awareness of policy-makers, and has rarely been addressed in explicit policies to conserve and more effectively manage pollination services. Strategic ways are needed to mainstream pollination concerns into the relevant sectors and explicitly promote “pro-pollinator” enabling environments.

Unique challenges are posed by pollinator and crop-related agricultural biodiversity:

- Pollination has not been recognised as an important contribution or service in either the agricultural sector or the natural resources sector;
- conservation and management of pollination requires a landscape approach, which spans areas under different types of management and decision making (private, public, communal, etc.); and
- policy-makers have little awareness or understanding of pollination services or its agro-economic value.

In view of these obstacles, the policy-related phase of the project will carefully identify gaps and needs in the policy environment at different levels (from local to national and international where applicable) and discover opportunities to incorporate pro-pollinator policy into sectoral policies, including agriculture and environment. The policy-related phase of the project will build on the analysis of pro-pollinator policies that began during the project development phase and will include documenting and analysing new developments in policies, legislation, economic instruments and intergovernmental agreements that impact pollinator conservation and sustainable use.

Preliminary work in the project development phase of the GPP resulted in two reports:

- SA Stocktaking Report (certain sections relevant to policy)
- Analysis of existing legislation and policy (Annex E of the GPP official Project Document)

For the purposes of the GPP, “policy” has a broad definition and should include a range of issues – e.g. crop-specific regulations (like for pesticides and apple exports), local-level landscape management issues, agricultural permitting processes, provincial and national legislation, international regulations (e.g. EU Common Agricultural Policy cascaded to local level), etc.

The policy-related activities and deliverables of the GPP in South Africa consist of the following (note: these are the deliverables to the donor of the project as a whole and are provided here as background information. Please see section 4 for the deliverables of this consultancy):

| ACTIVITY (numbering as in GPP documents) | DELIVERABLE |
|--|--|
| 4.3a. Carry out a scoping study of policy options that could be used to support and sustain the proposed pollination management plans | Study due Sep 2011 |
| 4.3b. Complete and publish paper identifying gaps, needs and opportunities, including specific policy proposals, to support and sustain pollination management plans and to incorporate pro-pollinator policy into sectoral strategies and policies. | Paper due March 2012. |
| 4.3c. Convene stakeholder meetings to review policy environment and formulate policy proposals | By Dec 2012: A report of the events held to sensitise policy makers and stakeholders to review enabling policy environments |
| 4.3d. Draft specific policy proposals | Specific policy proposals. Ongoing in 2012 and 2013 |
| 4.3e. Convene events to sensitise policy makers | Ongoing in 2012 and 2013. Deliverable: Report on pro-pollinator enabling policy environments; lessons from the study, workshop and discussion with decision-makers |

This Terms of Reference applies to activity 4.3a, b, c, and d with the potential for the consultant to be involved in further ‘sensitising events’ if appropriate.

It is understood that the scope of work for this consultancy could be too broad using the above context. To further define the context of this consultancy and to assist potential consultants in their proposals, the GPP team in South Africa has identified four main areas which we believe are the most important for the consultant to investigate. These four areas are:

- Pesticide use issues (e.g. export regulations cascaded to local level policy, compliance and enforcement problems, etc)
- Honeybee forage issues (e.g. invasive species policy, landscape-level forage management, etc)
- Landuse management and planning issues (e.g. habitat change, area-wide planning, the new SPLUMB, links to CBD issues, etc)
- Managed bee issues (e.g. movement, disease control, etc)

4. Scope of work and deliverables

Building upon and further refining the preliminary work undertaken in the project development phase, the incumbent will undertake the following activities which will each result in a corresponding deliverable:

1. Undertake a scoping study (estimate 3 - 4 days) of the existing and possible future policy in South Africa that is likely to impact pollination services, focusing on the four areas as described in the context above. The **Scoping Study** deliverable will include:
 - a. Identifying relevant policies and legislation across all levels (local, landscape, provincial, national, international).
 - b. Analysing whether the policies have a positive or a negative impact on pollinators and pollination services (could be table format).
 - c. Recommending which policies might yield the most dividends for the Global Pollination Project in South Africa and should be investigated in further detail (i.e. where the majority of the consultancy time should be spent). Recommendations should be explicit and practically implementable, and mention important people that should be engaged in the process. The work plan and budget for Activities 2 – 4 of the Consultancy should be updated at this stage.

The results of the Scoping Study will be discussed between SANBI and the Consultant before the Consultant can proceed with Activity 2. SANBI reserves the right to limit the scope of or not proceed with Activities 2 – 4 based on the outcome of Activity 1.

2. (Estimate 12 – 15 days) Identify gaps and opportunities in existing policy relating to pollination services, with the view to incorporate provisions arising from the Global Pollination project in South Africa. Make recommendations for new policy options or policy amendments, where appropriate, to address these gaps and opportunities – specifying those likely to have the most impact and/or be influenced most easily. The deliverables from this activity will be twofold:
 - a. **Detailed document** identifying gaps, needs, opportunities and challenges. This will include:
 - i. Identifying gaps and opportunities in existing policy.
 - ii. Providing draft recommendations of new policy options or policy amendments (using appropriate legal text where possible), describing the strengths and weaknesses of the options proposed.
 - iii. Identifying mechanisms for implementing these recommendations.
 - iv. Providing recommendations for participants for a stakeholder meeting or of other fora where the details of policy options or amendments can be discussed. Include target group and scale of influence.
 - b. A one-two page **policy brief** which can be used to inform policy-makers - stating the main issues, what policy options are available, and recommendations on how to make these changes.
3. Discuss recommendations at stakeholder meeting(s) or other fora for peer review if required (estimate 2 – 3 days). The potential for the Consultant to be involved in these events (as described in Activity 4.3c in the table above) will be discussed between SANBI and the Consultant, noting that budgetary constraints may preclude the Consultant from being able to attend all relevant events. The deliverable for this activity will be **presentations** as necessary.
4. Incorporate revisions into the documentation (estimate 1 – 2 days), listing some clear and specific draft policy proposals. The deliverable will be **revised versions** of the above two documents (2a and b), finalising clear draft policy proposals.

5. Timeframes

The Global Pollination Project runs until the end of 2013, however most of the Consultant's time will be required before March 2012. It is estimated that the above work will take approximately 20 days of the Consultant's time, but it is acknowledged that this should be flexible as some of the detailed work may depend on the results of the Scoping Study. The Consultant can motivate for a different number of days should they feel that this estimate is inappropriate, however there are budgetary constraints.

Timing of work is fairly flexible; however two deadlines are already fixed, namely:

Deliverable 1 – by 20 September 2011 (for reporting to FAO end September)

Deliverable 2a – by 20 March 2012 (for reporting to FAO end March)

Deliverables 2b, 3 and 4 can be submitted as required in 2012, and may depend on the Consultant's findings, the stakeholder workshop feedback, and plans for future sensitisation of policy makers. Ultimately, the Consultant should have completed Deliverables 1, 2a and 2b by mid 2012, with the option to continue to participate in events to sensitise policy makers into 2013 if that is deemed necessary. Deliverable 4 might only be required towards the end of 2013.

6. Skills, experience and competencies required

This consultancy is highly specialised, and the Consultant will require the following skills, experience and competencies:

- A thorough knowledge of the South African legislative environment in terms of agriculture and environmental legislation.
- A thorough knowledge of the agricultural sector, with knowledge of issues relating to apple, onion seed and sunflower production being a distinct advantage.
- Proven experience in the policy environment, preferably in the agricultural sector.
- Excellent written and verbal communication skills in English.
- Proven ability to engage at a strategic and detailed level with the public and private sectors.
- Knowledge of issues affecting pollination services would be a distinct advantage.

7. Evaluation process and criteria for selection

In accordance with the National Treasury Instruction Note on the Amended Guidelines in Respects of Bids/Quotations that Include Functionality as a Criterion for Evaluation (issued 3 September 2010), proposals will be evaluated in two stages:

1. The first stage will evaluate functionality according to the criteria listed in the table below:

| Criteria for evaluating functionality | Weight |
|---|---------------|
| 1. Technical merit (approach, timeframes, deliverables) | 40 |
| 2. Clear understanding of context of the consultancy | 30 |
| 3. Knowledge and experience of service provider (indicated in Competencies section above) | 30 |
| TOTAL | 100 |

Proposals that fail to score a minimum of 60 points out of a possible 100 points for functionality will not be eligible for further consideration.

2. The second stage will evaluate the price and preference points of those proposals that meet the minimum threshold for functionality. In accordance with the Preferential Procurement Policy Framework Act (No. 5 of 2000), the 80/20 point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points and ownership by historically disadvantaged individuals, women and disabled people constitutes 20 points.

Sufficient information must be provided to allow the evaluation panel to score proposals against all these criteria. Failure to do so may result in the disqualification of proposals.

8. Reporting requirements and management

- The Consultant will be accountable to the Project Coordinator of the GPP at SANBI, and ultimately the National Steering Committee of the GPP in South Africa.
- Final approval for reports rests with the Project Coordinator, as the Project Coordinator is ultimately responsible for reporting to the project donor.
- All deliverables must be in MS Office programmes (presentations in PowerPoint).
- An electronic version of all deliverables must be submitted.

9. Contractual arrangements

- The contract will be drawn up between SANBI and the service provider.

- Invoices will be paid for deliverables received as agreed in the contract.
- Invoices must indicate the deliverable produced.
- Invoices will be paid by SANBI 30 days after submission.
- No upfront payments will be made.

10. Submission requirements and closing date

Proposals from suitably qualified and experienced candidates must be submitted via e-mail to Carol Poole c.poole@sanbi.org.za and copied to Esther Mahamba E.Mahamba@sanbi.org.za by 11h00 on Wednesday 22 June 2011.

Consultants interested in contributing towards the Global Pollination Project through this work should submit a concise written proposal that addresses the scope of work and their expertise.

The proposal must include:

- Full details of the Consultant, outlining relevant qualifications, experience and track record; and providing a detailed explanation of why the Consultant is fully capable of undertaking the scope of work required and to deliver the outputs.
- A detailed work plan for the contract period for activities and deliverables against the approval of which payments will be made.
- A detailed and complete budget for the proposed work detailing fees (number of days and daily rate) and VAT separately, the proposed dates of invoicing, and any disbursements that may be required (a full justification of any disbursements requested will be required). The budget should indicate the cost should the Consultant be required to present their recommendations at a one-day meeting (activity 3) – this will enable SANBI to determine how involved the Consultant can become in these events considering the budgetary constraints.

Applicants must be registered on the SANBI Suppliers Database (or be prepared to register simultaneously with their application).

Enquiries and requests for the documents produced during the project development phase can be directed to Carol Poole on c.poole@sanbi.org.za or 021 799 8652.