



forestry, fisheries  
& the environment  
Department:  
Forestry, Fisheries and the Environment  
REPUBLIC OF SOUTH AFRICA

## INVITATION TO BID

**BID REFERENCE NUMBER: MLRF191/22**

**REQUEST TO OUTSOURCE A SERVICE PROVIDER TO CONDUCT AN ASSESSMENT, COLLECTION OF PRODUCTION DATA AND ANALYSIS OF FRESHWATER FARMS WITHIN THE NINE (9) PROVINCES FOR A PERIOD OF TWELVE (12) MONTHS**

**Contact person:**

**Name: Ms Talitha Bikani/Mr Lwandisa Hoza**

**Office Telephone No: (021) 402 3260**

**E-Mail: [MLRFTENDERS@DFFE.GOV.ZA](mailto:MLRFTENDERS@DFFE.GOV.ZA)**

### **NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION**

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

**CLOSING DATE OF THE BID: 17 JANUARY 2023 AT 11H00**

#### **Briefing session:**

**A compulsory briefing session will be held on the 08<sup>th</sup> of December 2022 (Thursday) at 14:00. Link can be requested from [MLRFTENDERS@DFFE.GOV.ZA](mailto:MLRFTENDERS@DFFE.GOV.ZA)**

#### **MS TEAMS DETAILS ARE AS FOLLOWS:**

**Meeting ID: 387 177 064 607**

**Passcode: 8VAnnH**

#### **Drop off Address:**

**The location of the drop off is: Tender Box, Ground Floor, Foretrust Building, 2 Martin Hammerschlag Way, Foreshore, Cape Town, 8001**

## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	MLRF191/22	CLOSING DATE:	17 JANUARY 2023	CLOSING TIME:	11:00
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REQUEST TO OUTSOURCE A SERVICE PROVIDER TO CONDUCT AN ASSESSMENT, COLLECTION OF PRODUCTION DATA AND ANALYSIS OF FRESHWATER FARMS WITHIN THE NINE (9) PROVINCES FOR A PERIOD OF TWELVE (12) MONTHS.

DESCRIPTION

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

GROUND FLOOR, FORETRUST BUILDING

MARTIN HAMMERSCHLAG WAY

FORESHORE, CAPE TOWN, 8001

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	Ms. Talitha Bikani	CONTACT PERSON	Mr Lwandisa Hoza
TELEPHONE NUMBER	021-402 3260	TELEPHONE NUMBER	021-402 3708
E-MAIL ADDRESS	MLRFtenders@dffe.gov.za	E-MAIL ADDRESS	MLRFtenders@dffe.gov.za

**SUPPLIER INFORMATION**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION  
NUMBER

SUPPLIER  
COMPLIANCE STATUS

TAX  
COMPLIANCE  
SYSTEM PIN:

OR

CENTRAL  
SUPPLIER  
DATABASE  
No:

MAAA

B-BBEE STATUS  
LEVEL VERIFICATION  
CERTIFICATE

TICK APPLICABLE BOX]

☐ Yes

☐ No

B-BBEE STATUS LEVEL SWORN  
AFFIDAVIT

[TICK APPLICABLE BOX]

☐ Yes

☐ No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE  
ACCREDITED  
REPRESENTATIVE IN  
SOUTH AFRICA FOR  
THE GOODS  
/SERVICES /WORKS  
OFFERED?

☐ Yes

☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED  
SUPPLIER FOR THE GOODS  
/SERVICES /WORKS 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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.: **MLRF191/22**CLOSING TIME **11H00**CLOSING DATE: **17 JANUARY 2023**OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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**REQUEST TO OUTSOURCE A SERVICE PROVIDER TO CONDUCT AN ASSESSMENT, COLLECTION OF PRODUCTION DATA AND ANALYSIS OF FRESHWATER FARMS WITHIN THE NINE (9) PROVINCES FOR A PERIOD OF TWELVE (12) MONTHS.**

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSON AND POSITION
 

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

.....	R-.....	..... days
.....	R-.....	..... days
.....	R-.....	..... days
.....	R-.....	..... days

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

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

TOTAL: R.....

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

Name of Bidder: .....

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

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

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

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

**DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT**

Contact Person: Taliitha Bikani  
Contact Number: 021 402 3260  
E-Mail: MLRFTENDERS@DFFE.GOV.ZA

Or

Contact Person: Mr Lwandisa Hoza  
Contact Number: 021 402 3708  
E-Mail: MLRFTENDERS@DFFE.GOV.ZA

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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<sup>1</sup> 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.

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder



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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

#### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

#### 4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:  
**80/20** or **90/10**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

## 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

## 6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1 If yes, indicate:

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

(Tick applicable box)

YES ☐ NO ☐

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	✓	✓
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium  
 One person business/sole propriety  
 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 company/firm has been in business:.....
- 9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
    - (a) disqualify the person from the bidding process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution.

## WITNESSES

1. ....

2. ....

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

DATE: .....

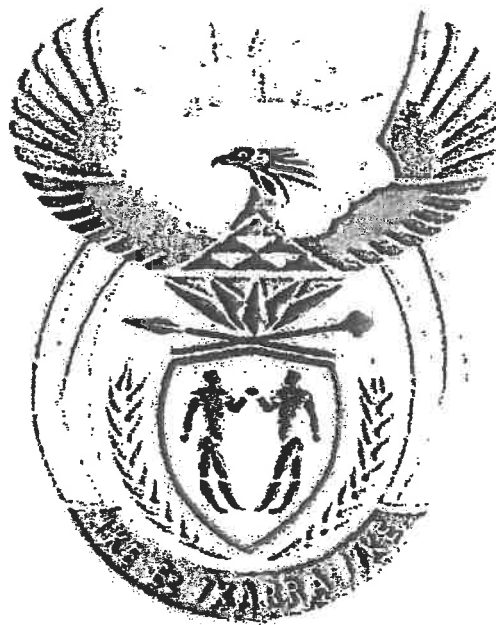
ADDRESS .....

.....

.....

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
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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](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

#### **9. Packing**

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

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

#### **10. Delivery and documents**

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

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

#### **11. Insurance**

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

#### **12. Transportation**

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

#### **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

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

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|---|---|
| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>   |
| <b>17. Prices</b>                               | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>  |
| <b>18. Contract amendments</b>                  | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>   |
| <b>19. Assignment</b>                           | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>   |
| <b>20. Subcontracts</b>                         | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>   |
| <b>21. Delays in the supplier's performance</b> | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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



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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	<b>29.1</b>	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.
<b>30. Applicable law</b>	<b>30.1</b>	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<b>31.1</b>	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
	<b>31.2</b>	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.
<b>32. Taxes and duties</b>	<b>32.1</b>	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	<b>32.2</b>	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	<b>32.3</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	<b>33.1</b>	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34 Prohibition of Restrictive practices</b>	<b>34.1</b>	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).
	<b>34.2</b>	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.

Js General Conditions of Contract (revised July 2010)

# MARINE LIVING RESOURCES FUND

Foretrust Building, Martin Hammerschlag Way, Foreshore, Cape Town, 8001 or Private Bag X2, ROOGEBAAI, 8012 (FASCMILE NO. 021-4023228)

## MLRF ENTITY MAINTENANCE AND CREDIT ORDER INSTRUCTION

(Please complete or mark with a "X" in black ink where applicable. A bank stamp is required to verify your banking details. In case of a cheque account a cancelled cheque must be included. Please return form by post or by hand delivery or by facsimile.)

TAKE-ON	NEW	UPDATE	ENTITY TYPE	BUSINESS	DEPARTMENT	EMPLOYEE	OTHER
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FROM: CREDITOR / ENTITY (DETAILS)	TITLE	
	SURNAME	
	FIRST NAME/S	
	BUSINESS NAME	
	TRADING NAME	
	BUSINESS REG No.	
	VAT REGISTERED	Y N
	VAT REGISTRATION NO.	
	ID NO.	
	DEPARTMENT NAME	
PERSAL NO. *		

\* For employees only

CONTACT DETAILS	STREET / PHYSICAL ADDRESS	
	POSTAL CODE	
	POSTAL ADDRESS	
	POSTAL CODE	
	BUSINESS TELEPHONE No.	
	BUSINESS FACSIMILE No.	
NAME OF CONTACT PERSON		
E-MAIL ADDRESS		
CELLULAR TELEPHONE No.		

### DETAILS OF FINANCIAL INSTITUTION FOR ELECTRONIC BANKING TRANSFERS:

BANK NAME:	
BRANCH NAME & CITY/TOWN	
BRANCH NUMBER/CODE	
ACCOUNT NUMBER	
ACCOUNT TYPE	CURRENT SAVINGS TRANSMISSION

### BANK DATE STAMP (COMPULSORY)

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

I / we understand that the credit transfers hereby authorised will be processed electronically through a system known as the "ACB ELECTRONIC FUNDS TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank. Details of each payment will be printed on my/our bank statement or any accompanying voucher.

I / We understand that a payment advice will be supplied by the Marine Living Resource Fund in the normal way, and that it will indicate the date on which funds will be available in my / our account.

This authority may be cancelled / changed by giving prior written notice, by way of registered post or facsimile.

SIGNATURE OF AUTHORISED PERSON	
PRINT NAME OF AUTHORISED PERSON	

POSITION HELD	
DATE (DD/MM/YYYY):	



## **forestry, fisheries & the environment**

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

THE MARINE LIVING RESOURCES FUND, A SCHEDULE 3A PUBLIC ENTITY ESTABLISHED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999 (ACT NO 1 of 1999) AND THE DEPARTMENT OF FORESTRY, FISHERIES AND ENVIRONMENT ("DFFE") (IN ITS COMMITMENT TO THE PRINCIPLES ENSHRINED IN THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996) ADHERES TO THE PROVISIONS OF THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 53 OF 2003 (B-BBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 5 OF 2000 ("PPPF") AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

### **TERMS OF REFERENCE**

**MLRF191/22: REQUEST TO OUTSOURCE A SERVICE PROVIDER TO CONDUCT AN ASSESSMENT, COLLECTION OF PRODUCTION DATA AND ANALYSIS OF FRESHWATER FARMS WITHIN THE NINE (9) PROVINCES FOR A PERIOD OF TWELVE (12) MONTHS**

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## **1. PURPOSE**

The Branch: Fisheries Management of Department of Forestry, Fisheries and the Environment (DFFE) / Marine Living Resources Fund (MLRF) requires the services of a Service Provider (SP) to conduct an assessment, collection of production data and analysis of freshwater aquaculture farms within the nine (9) provinces for a period of twelve (12) months.

## **2. INTRODUCTION**

The DFFE, through the Directorate: Aquaculture Technical Services (D: ATS) provides technical support and advisory services to aquaculture stakeholders. These services are implemented with a primary focus on the monitoring the status, improvement and further development of the aquaculture sector. One of the key elements to consider when planning sector improvement and development is to understand the current status and its contribution to the regional and international production volumes which requires accurate and timeous collection of data from producers. Additionally, the DFFE uses the data to provide reports on the status of the sector according to international obligations.

The highest contribution to the South Africa's aquaculture production volume is from marine aquaculture which is legislated through the Marine Living Resources Act (MLRA). The Act requires all marine operations permit holders to provide production data on monthly basis. The freshwater aquaculture sector, however, is legislated through various Acts by various government departments. This shared mandate results in gaps in legislation governing data collection process and can lead to unreliable and inaccurate data collection.

In South Africa, the aquaculture sector has been identified the potential to reduce poverty, increase employment, address food security and reduce reliance on wild caught fish. Aquaculture operations are located in every province, producing a variety of species using different culture techniques. Production data for the marine and freshwater sub-sector are collected using different techniques as the management and regulatory framework of the two sub-sectors, freshwater and marine, differ. For the marine aquaculture industry data is collected from the marine aquaculture permit holders who submit monthly reports to the DFFE as an obligation as set out through permit conditions. In the marine aquaculture sub-sector farmers comply with submission of data and therefore correct and accurate data analysis of the sector is possible. The freshwater sector data is based on information provided to the DFFE by aquaculture associations and provincial departments of Agriculture and Rural Development which may not be a true reflection of the sector as some farmers may not be affiliated with the associations.

The Department intend to address some identified objectives such as recording and monitoring the progress of the sector, make provision of reliable statistics and information to stakeholders, facilitate public awareness and also to identify deficiencies in sector management.



In order to address the identified objectives above, DFFE identified the need to embark on a process of collecting production data for the freshwater sub-sector directly from the operators. The DFFE therefore invites all potential service providers to send proposals towards the implementation of the required services as detailed in the Terms of Reference (ToR).

### 3. COMPULSORY BRIEFING SESSION

The sessions will take place as follows:

- 08 December 2022 at 14:00

The briefing session will be virtual and a link for the sessions can be requested via email:

Name	Email address
Mr Lwandisa Hoza	MLRFtenders@dffe.gov.za
Ms Talitha Bikani	

*\*Bidders should use "MLRF191/22: Briefing Session" as the subject of the email of requesting link for the briefing session.*

### 4. OBJECTIVES OF APPOINTING THE SERVICE PROVIDER

Objectives of appointing service provider is to collect and analyse accurate and reliable freshwater aquaculture data in order to understand the current state of the sub-sector for purposes of advising resource mobilisation, policy directives and meeting international obligations.

### 5. SCOPE AND EXTENT OF WORK

The appointed service provider is expected to identify freshwater aquaculture farmers in nine (9) provinces, develop a data collection methodology and tools, collect, analyse and verify data. The data will include but not limited to farms profiles, production, investments, economic and socio-economic aspects.

The study will ensure provision for reliable freshwater subsector information which will advise decision makers in identifying relevant interventions towards support and development programmes. It will further provide reliable statistics to stakeholders, record and monitor the progress of the sector. The service provider will perform the duties and deliver on the deliverables as outlined in detail in section 6 below.

### 6. EXPECTED DELIVERABLES / OUTCOMES

**6.1 Deliverable 1:** The service provider must provide a detailed project plan, for the activities to be implemented within a period of twelve (12) months, that includes **ALL** the following:

- Information /data collection methodology and tools,
- Format of final data presentation and report,
- Phases of the project implementation (Gant Chart), including detailed activities and tasks,
- Level of farm/ facility operation (e.g., small-scale commercial level, pilot level, commercial level, etc),

- Data analysis method,
- Farm production data (annually and/ monthly), and
- Format of monthly progress report and deliverables

**6.2. Deliverable 2:** The service provider must collect data and provide an initial database and scoping report that includes the following:

- List and profile (in a table form per province) all operational freshwater aquaculture projects/farms in all the nine (9) provinces and state their scale of operation (e.g., subsistence, small-scale or commercial), location (GPS coordinates), annual production data and volume, production system the species of culture, and a method of contact,
- List and profile (in a table form per province) all freshwater aquaculture projects in all the nine (9) provinces in the greenfield/non-operational stage and stage of implementation e.g. land, water, secured etc, their location (GPS coordinates) and method of contact,
- List and profile secondary freshwater support facilities such as aquaculture research (facilities in academic premises), fish feed manufacturers, fish processing establishments, and aquaculture equipment/system suppliers. These facilities should not form part of the farms listed in other sections above, and
- Identify and list all formal and informal freshwater aquaculture associations/groupings.

**6.3. Deliverable 3:** The service provider must verify information collated in deliverable 6.2 above and provide a detailed technical report that includes the following:

- Verification of information, through consultation, with key stakeholders within the freshwater aquaculture space using interviews, surveys and external data sources,
- Consultation must include physical engagements with National Authorities, but not limited to, DFFE, Agricultural Research Council (ARC), Department of Agriculture, Land reform and Rural Development (DALRRD), Department of Water and Sanitation (DWS), and Authorities in nine (9) Provinces responsible for aquaculture. This consultation should include verification status and identified geographic concentrations/ clustering of farms,
- Identification of secondary activities on the farms such as fish breeding, fish feed manufacturing, fish processing facilities, and
- Produce one (1) National and nine (9) Provincial maps accompanied with shapes files (electronic) of farms identified.

**6.4. Deliverable 4:** Collection of Economic and Socio-economic data for farms listed in section 6.2, bullet one, and reported as follows:

- Jobs divided into fulltime and or seasonal, as well as skills level, gender, and age
- Total investment, private and Government,
- Markets, formal and/or informal, local or international
- Average farm gate price(s)

**6.5. Deliverable 5:** Using analytical statistics standards, analyse the information collected from Deliverables 6.2 to 6.4, and present the output in a format prescribed by the DFFE.

**6.6. Deliverable 6:** Compilation of final database and reports that include:

- Revised database of all the farms with the information collected from Deliverables 6.2 to 6.4,
- Identify and prioritise areas and farms that will require verification through site visits,
- Final Provincial maps accompanied with shapes files (electronic) of farms and support facilities identified,
- Final report which includes, but not limited to, the identification of current support services, identify gaps and provide recommendations, and
- Compile a reporting template for future collection of data by the Department from the industry.

**6.7. Deliverable 7:** The service provider must provide detailed client meeting minutes as follows:

- The Service Provider should arrange and conduct meetings with the Project Manager every month for progress update, with at least two of them being physical meetings.
- Meetings with Provincial Authorities and key stakeholders as outlined in paragraph 6.3 above.
- One physical workshop in each of the nine (9) Provinces with key stakeholders including industry.
- Service Provider to arrange a virtual workshop with industry and key stakeholders to improve data collection formats.

**6.8. Deliverable 8:** The service provider must provide raw data for all the activities related to data collection.

**7. PERIOD / DURATION OF APPOINTMENT**

The contract will endure for a period of twelve (12) months unless terminated before or after the contract period. It will be agreed as per the Service Level Agreement and Project Scope signed between the DFFE / MLRA and the SP.

**8. COSTING / COMPREHENSIVE BUDGET BREAKDOWN**

A comprehensive costing must be provided in a separate envelope inclusive of all disbursement costs and related expenditure inclusive of Value Added Tax (VAT). Refer to (SBD 3.3 for details). The SP must quote for all activities and should be quoted in South African currency.

- 8.1. The DFFE / MLRF shall not pay for any unproductive or duplicated time spent by the SP on any assignment as a result of staff changes, sub-contracting or re-drafting of reports due to errors, corrections or incorrect / incomplete findings.
- 8.2. The DFFE / MLRF reserves the right to negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including prices without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s)

**9. EVALUATION METHOD**

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

- Phase 1: Pre-compliance or Initial Screening,
- Phase 2: Functional and Technical Evaluation Criteria, and
- Phase 3: Preferential points (Price and BBB-EE).

## 9.1. Phase 1: Pre-compliance or initial screening

- 9.1.1. During this phase, bid documents will be reviewed to determine compliance with Supply Chain Management (SCM) Standard Bidding Documents and any other required returnable, tax matters and whether the Central Supplier Database (CSD) report has been submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria will not be evaluated further.
- 9.1.2. The bid proposal will be screened for compliance with pre-compliance requirements as indicated below:

Item No.	Pre-compliance Requirements	Check / Compliance	Non-submission may result in disqualification
<b>Included in the Bid Document</b>			
1	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES
2	SCM - SBD 2 - Tax Clearance Certificate Requirements	CSD registration number/SARS PIN or CSD summary report for main bidder, joint ventures and subcontractors, where applicable	**NO
3	SCM – SBD 3.3- Pricing	Completed and signed	*YES
4	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES
5	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed, supported by B-BBEE Certificate if applicable or Affidavit for main bidder, joint ventures and subcontractors, where applicable	**NO
6	In case of bids where, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable	*YES

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

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

- 9.1.3. Only bid proposals that meet pre-compliance will be considered to be evaluated on functionality requirements and technical criteria.

## 9.2. Phase 2: Functional and Technical requirements

9.2.1. In order for the proposal to be evaluated for functionality, the following documents **MUST** be submitted:

- Company profile with background and infrastructure,
- Contactable references and reference letters,
- Detailed proposal
- Team- members' qualifications and experience, and
- Comprehensive budget breakdown

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

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

PHASE 2				
No.	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
1	<p>Bidders are to demonstrate number of years of an aquaculture expert in the company with experience in aquaculture (attach comprehensive Curriculum Vitae (CV) of the aquaculture expert – see attached Annexure A for the CV format).</p> <p>(Scoring will take considering only one expert's experience should the company list more than one expert. The Expert with highest number of years' experience will be considered).</p>	In the proposal bidders should indicate availability of an aquaculture expert in the company with aquaculture knowledge and experience in relevant past projects.	Indicator	20
		Zero-to-two-year experience in aquaculture.	0	
		Above two years but less than three years' experience in aquaculture.	1	
		Above three but less than five years' experience in aquaculture.	3	
		Above five years' experience in aquaculture.	5	
2.	<p>Bidder's experience in the field of data collection and analysis (attach signed contactable reference letters from successfully completed projects).</p> <p>Note: MLRF will not accept appointment letters, Purchase Orders or reference letters which are not issued in the name of the bidder.</p>	Number of projects completed by bidder within the field of data collection and analysis.	Indicator	30
		No successful projects completed covering the criteria within the scope of data collection or analysis.	0	
		1 to 3 successful projects completed covering the criteria within the scope, of which at least one (1) is a data collection and analysis related project.	1	
		3 successful projects completed covering the criteria within the scope, of which at least two (2) is a data collection and analysis related project.	2	

		4 successful projects completed covering the criteria within the scope, of which at least two (2) is a data collection and analysis related project.	3	
		5 or more successful projects completed covering the criteria within the scope, of which at least two (2) is a data collection and analysis related project.	4	
		5 or more successful projects completed covering the criteria within the scope of which three (3) are data collection and analysis related projects.	5	
3	<p><b>Composition of the work force to be used to deliver the service</b></p> <p>(i) Project Manager to oversee the activities</p> <p>(ii) Economist for data collection and analysis</p> <p>(iii) Statistician</p> <p>(attach CV's of the team members listed here, see the attached Annexure A for CV format)</p>	<p><b>Dispatching of relevant personnel towards project implementation and management with relevant qualifications.</b></p> <p>Support personnel with no knowledge and experience or qualification on data collection, statistics and economics.</p> <p>No personnel listed.</p> <p>No Project Manager.</p> <p>Project Manager only</p> <p>Project Manager with Economist and/or Statistician</p> <p>Project Manager, Economist and Statistician</p>	<p>Indicator</p> <p>0</p> <p>1</p> <p>3</p> <p>5</p>	20
4.	<p><b>Bidders are to demonstrate number of years of the above (in number 3) three team members' experience data collection (attach summary table of the project teams individual members' data collection and analysis experience and comprehensive Curriculum Vitae (CV) of Team Leader and Team Members).</b></p> <p><b>(Scoring will take place based on the average scores of the team members).</b></p>	<p><b>In the proposal bidders should supply a summary table indicating individual project team member's, project management data collection and statistical analysis experience in relevant past projects with start and end dates indicated.</b></p> <p>Less than one year experience in project management, data collection and statistical analysis.</p> <p>1 and less than 2 years of experience in project management, data collection and statistical analysis.</p> <p>2 and less than 3 years of experience in project management, data collection and statistical analysis.</p> <p>3 and less than 4 years of experience in project management, data collection and statistical analysis.</p>	<p>Indicator</p> <p>0</p> <p>1</p> <p>2</p> <p>3</p>	20

		4 and less than 7 years of experience in project management, data collection and statistical analysis.	4	
		7 and more years of experience in project management, data collection and statistical analysis.	5	
5.	A comprehensive and detailed project plan/ proposal with deliverables, timeframes/ milestones, cost, understanding and management of the scope of work.	<b>Bidders are required to provide a detailed project plan/ proposal with clearly identified deliverables, timeframes/ milestones to achieve the scope of work.</b>	<b>Indicator</b>	<b>10</b>
		No information provided.	0	
		Project plan/proposal that is linked or addresses <u>one (1) but not more than three (3) deliverables</u> and have no clear timeframes and realistic milestones and address <u>none</u> of the scope activities (develop a detailed data collection methodology and tools, collect, analyse, and verify data)	1	
		Project plan/ proposal that is linked or addresses <u>more than three (3) but not more than five (5) deliverables</u> that clearly have timeframes/ milestones and address at <u>least 1</u> of the scope activities (develop a data collection methodology and tools, collect, analyse, and verify data)	2	
		Project plan/ proposal that is linked or addresses <u>more than five (5) and not more than six (6) deliverables</u> that clearly have timeframes/ milestones and address at <u>least 2</u> of the scope activities (develop a data collection methodology and tools, collect, analyse, and verify data)	3	
		Project plan/ proposal that is linked or addresses <u>ALL deliverables</u> that clearly have timeframes/ milestones and address at <u>least 3</u> of the scope activities (develop a data collection methodology and tools, collect, analyse, and verify data)	4	
		Project plan/ proposal that is linked or addresses <u>ALL deliverables</u> that clearly have timeframes and	5	

		realistic milestones and address <u>ALL</u> the scope activities (develop a detailed data collection methodology and tools, collect, analyse, and verify data)		
	<b>Total points on functionality</b>			<b>100</b>

9.2.3. The bidder must score a minimum average of **70%** during Phase 2 (functionality / technical) of the evaluation to qualify for Phase 3 of the evaluation where only points for Price and B-BBEE will be considered. **Should a bidder score less than 70% on functionality criteria, the bidder will be disqualified.**

### 9.3. Phase 3: Preferential Points (80/20 system)

An evaluation of Price and BBEE on the suppliers, that successful qualified to this stage of evaluation.

#### 9.3.1. Calculation of points for price

- The Preferential Procurement Policy Framework Act (PPPFA) prescribes that the lowest acceptable bid will score 80 points (for tenders under R50m) or 90 points (for tenders above R50m) for price. Suppliers that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as criteria, only bid proposals that meets functionality requirements will be considered for evaluation on price and B-BBEE.
- The 80/20 as an appropriate preference point system will be used in the evaluation and adjudication of this quote. However, it must be extended that the lowest acceptable quote will be used to determine the applicable preference point system as per regulation (Section 3(a)(ii) of the Preferential Procurement Regulations (PPR) 2017, which states: "If it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable proposal will be used to determine the applicable preference point system". Therefore, either 80 or 90 points, depending on the rand value of the proposal, will be awarded to the suppliers who offers the lowest price, and proportionately fewer points are awarded to those with higher prices. Either 20 or 10 points are then available as preference points for EMEs, QSEs or B- BBEE contributors, as applicable. The contract will be awarded to the suppliers that scores the highest total number of adjudication points per category.

#### 9.2.1. Calculating of points for B-BBEE status level of contribution

- Points will be awarded to a supplier for attaining the B-BBEE status level of contribution by submitting original and valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency or certified copies thereof; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids, to substantiate their B-BBEE rating



claims. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.

- The 80/20 as an appropriate preference point system will be used in the evaluation and adjudication of this quotation. However, it must be extended that the lowest acceptable supplier will be used to determine the applicable preference point system as per regulation (Section 3(a)(ii) of the Preferential Procurement Regulations (PPR) 2017, which states: "If it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable supplier will be used to determine the applicable preference point system". Therefore, either 80 or 90 points, depending on the rand value of the quotation, will be awarded to the suppliers who offers the lowest price, and proportionately fewer points are awarded to those with higher prices. Either 20 or 10 points are then available as preference points for EMEs, QSEs or B- BBEE contributors, as applicable. The contract will be awarded to the suppliers that scores the highest total number of adjudication points per category.
- Points will be awarded to a supplier for attaining the B-BBEE status level of contribution or a sworn affidavit certified by the commissioner of oath in accordance with the table below:

<b>B.</b>	<b>PRICE</b>	<b>80</b>
<b>C.</b>	<b>B-BBEE Status Level Contributor</b>	<b>Number of points (20)</b>
	1	20
	2	18
	3	14
	4	12
	5	8
	6	6
	7	4
	8	2
	Non-compliant contributor	0

- The SCM unit of the DFFE / MLRF will allocate preferential points (B-BBEE) to each company for its contribution towards empowerment of the black designated groups as prescribed in the Preferential Procurement Regulations of 2017, women, people with disabilities, youth as well as local economic development as set out in the Broad-Based Black Economic Empowerment Codes.
- A supplier will not be disqualified from the quotation process if the suppliers does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such some suppliers will score 0 for B-BBEE.

- Suppliers will be subject to SCM conditions of the Department. The Preferential Procurement Regulations, 2011 issued in terms of section 5 of the Preferential Procurement Policy Framework Act (Act No 5 of 2000) (PPPFA), aligned with the aims of the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by the Broad-Based Black Economic Empowerment Amendment Act 46 of 2013, and Phase 2 of its Codes of Good Practice.
- The PPPFA prescribes that the lowest acceptable bid will score 80 or 90 points for price (as explained above, depending on whether the bid prices is more or less than R50million). Suppliers that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as a criterion, only bid proposals that meets functionality requirements will be considered to be evaluated on price and B-BBEE.
- The contract will be awarded to the supplier scoring the highest points. However, a contract may be awarded to a SP that did not score the highest points, only under regulation 2(1) (f) of the Preferential Procurement Regulation (PPR), 2017. The PPR mentions that objective criteria may be used to justify awarding the contract to another SP who has not scored the highest points. These objective criteria include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender or disability.

## **10. BID SUBMISSION REQUIREMENTS**

- 10.1. Suppliers should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:
  - 10.1.1. The SP must draft a table of content which will indicate where each document is located in the proposal.
  - 10.1.2. The proposal shall consist of two parts, namely the technical bid and the pricing bid (master and copies).
  - 10.1.3. Master Bid Document (Application form, Spreadsheets and all SCM documents) and five (5) copies of the Master Bid Document (Application form, Spreadsheets and all SCM documents)
  - 10.1.4. Add documents that are required to be submitted with the bids. These documents include those included in phase one (1) and two (2) of evaluation criteria.
  - 10.1.5. Standard bidding documents (SBD1, 2, 3.1/3.3, 4, 6.1) completed and signed.
    - A valid copy of the Tax Clearance Certificate/ Tax Compliance Status Pin issued by SARS to the supplier/copy of Central Supplier Database (CSD)/ MA supplier Number must be submitted together with the bid.
    - In case of bids where Consortia / Joint Ventures / Sub-contractors are involved; such must be clearly indicated and each party must submit a separate copy of a valid Tax Clearance Certificate or copy of Tax Compliance Status Pin or CSD/ MAAA supplier Number together with the bid.
    - Certified copies of identity documents of directors and shareholders of the company.
    - Entity registration Certificate (CK1).
    - Letter of Authority to sign documents on behalf of the company.
    - B-BBEE certificate/Sworn Affidavit (if claiming for B-BBEE points)

- And all the documents necessary for evaluation should be submitted to assist the evaluation criteria

**10.2. All completed documentation must be returned to the Marine Living Resource Fund (MLRF) the entity of the Department of Forestry, Fisheries, and the Environment (DFFE) before 11:00 on the 17<sup>th</sup> of January 2023. The location of the drop off is: Tender Box, Ground Floor, Foretrust Building, 2 Martin Hammerschlag Way, Foreshore, Cape Town, 8001.**

## **11. SPECIAL CONDITIONS OF CONTRACT**

- 11.1. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by the MLRF.
- 11.2. The MLRF will not be held responsible for any costs incurred by the SPs in the preparation, presentation, and submission of the proposal.
- 11.3. The appointed Contract Manager shall do the ongoing management of the Memorandum of Agreement (MOA).
- 11.4. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract, the special conditions of contract will prevail.
- 11.1. The bid proposals should be submitted with all required information containing technical information.
- 11.2. Travelling costs and time spent or incurred between home and office of the SP and the MLRF office will not be for the account of MLRF.
- 11.3. Poor or non-performance by the bidder will result in cancellation of the order and the MOA.
- 11.4. The MLRF has the right to exclude a bidder and or terminate the contract if the bidder or its sub-contractors are parties to an interest group or entity involved in legal proceedings opposing the MLRF.
- 11.5. Should the service provider fail to perform, the MLRF reserves the right to cancel the appointment of such service provider immediately and without any notice. The MLRF also reserves the right to recover the costs incurred in arranging such training e.g. salaries/wages of attendees and any other costs deemed necessary for the successful execution of the training.
- 11.6. Activity Interruptions
  - The successful SP shall under no circumstances intentionally interrupt performance on the Project for more than fifteen working days without prior written notification of 7 (seven) working days to the MLRF.
  - If a senior staff member (project manager or economist) has to leave the project, a period of at least

one (1) month is required in which the senior staff member must work in parallel with the next person (who must have similar expertise and equal years of experience) appointed by the Service Provider to enable continuity and the transfer of skills and knowledge.

#### **11.7. Completion of Projects**

- Reports against deliverables outlined in paragraphs 6.1 to 6.7 should be done and supported by the Project Manager and endorsed by the Senior Manager.
- Upon completion of the project or the end of the contract period a close-out process should be followed to ensure that all project deliverables have been achieved. A final project assessment will be done by the Contract Manager (CM) as per the SP's contract requirements. Once the CM is satisfied with the quality of the deliverables, a Close-out Report will be completed by the SP. The Report will entail details on the stages of the project plan and feedback on the implementation of each stage.
- The documents required as part of the Close-out Report will be submitted as per the contract requirements.
- The Close-out Report must accompany the last invoice to process the final payment to the SP.

### **12. SUBCONTRACTING REQUIREMENTS AND CONDITIONS**

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

### **13. PAYMENT TERMS**

- 13.1 The MLRF undertakes to pay out as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in

special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider until that outstanding information is submitted.

13.2. Invoices will be paid upon confirmation of the reports.

13.3. Payment by the MLRF shall be made by means of an electronic transfer into the SP's bank account.

13.4. Payment requirements

- The amounts are inclusive of VAT and all disbursements shall be paid in South African Rands.
- Submit the statement of account with each invoice.
- ***Invoices should be addressed to the MLRF not DFFE.*** Statement of account should be provided monthly.
- The MLRF requires that a new order number be raised after 1 April of each of the financial years of the contract period.

#### 14. ENQUIRIES

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

Name	Email address
Lwandisa Hoza	<a href="mailto:MLRFtenders@dffe.gov.za">MLRFtenders@dffe.gov.za</a>
Talitha Bikani	

*\*Bidders should use "MLRF191/22: Enquiries" as the subject of the email of requesting link for the briefing session.*

# ANNEXURE A

A.

## PERSONAL INFORMATION

SURNAME																																					
FIRST NAMES																																					
IDENTITY NUMBER																																					
DATE OF BIRTH																		AGE																			
TITLE																																					
ARE YOU A SOUTH AFRICAN CITIZEN?										YES										NO																	
POSTAL ADDRESS										WORK ADDRESS																											
										POSTAL CODE																											
CODE															TELEPHONE (HOME)																						
CODE															TELEPHONE (WORK)																						
CODE															TELEPHONE (FAX)																						
CELLPHONE																	EMAIL																				
AFRICAN					M	F	WHITE					M	F	COLOURED					M	F	INDIAN					M	F										
MARITAL STATUS										MARRIED										SINGLE										DIVORCED							

## QUALIFICATIONS

HIGHEST GRADE PASSED IN SCHOOL (PLEASE MARK WITH AN X):																													
BELOW GRADE 10										GRADE 10										GRADE 12									
SPECIFY NAME OF SCHOOL																													
POST SCHOOL QUALIFICATION (IF APPLICABLE, SPECIFY THE FOLLOWING):																													
INSTITUTION																													
DEGREE OR DIPLOMA																													
MAIN SUBJECTS																													
DRIVER'S LICENCE																													
DO YOU HAVE A DRIVER'S LICENCE?										YES					NO					Code (as it is appearing on the license card)									
DATE THAT THE DRIVER'S LICENCE WAS ISSUED										DAY and MONTH:					YEAR:														
EXPIRY DATE										DAY and MONTH:					YEAR:														
PLACE WHERE LICENCE WAS ISSUED																													
LANGUAGE PROFICIENCY																													
LANGUAGE PROFICIENCY — specify level: - good / fair / poor																													
LANGUAES (1)										(2)										(3)									
SPEAK																													
WRITE																													
READ																													



C. EDUCATIONS		
YEAR (DD/MM/YYYY)	INSTITUTION	QUALIFICATION

D. PREVIOUS WORK EXPERIENCE (From inception to date)			
START DATE (DD/MM/YYYY)	END DATE (DD/MM/YYYY)	COMPANY (INSTITUTION)	DUTIES



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E. PARTICULARS OF WORK REFERENCES LISTED IN SECTION D

NAME:										NAME:									
ADDRESS OF COMPANY:																			
POSTAL CODE										POSTAL CODE									
E-MAIL										E-MAIL									
Tel. WORK										Tel. WORK									
FAX										FAX									
CELLPHONE										CELLPHONE									

NAME:										NAME:									
ADDRESS OF COMPANY:																			
POSTAL CODE										POSTAL CODE									
E-MAIL										E-MAIL									
Tel. WORK										Tel. WORK									
FAX										FAX									
CELLPHONE										CELLPHONE									