



**forestry, fisheries
& the environment**

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

INVITATION TO BID

BID REFERENCE NUMBER: MLRF193/22

THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP AND IMPLEMENT AN ONLINE SYSTEM TO CAPTURE CATCH RETURN/STATISTICS INCLUDING DATA MIGRATION AND INTEGRATION

Contact person:

Name: Ms Talitha Bikani/ Mr Lwandisa Hoza

Office Telephone No: (021) 402 3260

E-Mail: 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: 30 JANUARY 2023 AT 11H00

Briefing session:

A compulsory briefing session will be held on the 16th of January 2023 (Monday) at 10h00. Link can be requested from MLRFTENDERS@DFFE.GOV.ZA

MS TEAMS DETAILS ARE AS FOLLOWS:

Meeting ID: 378 045 087 365

Passcode: wXxRvJ

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:	MLRF193/22	CLOSING DATE:	30 January 2023	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP AND IMPLEMENT AN ONLINE SYSTEM TO CAPTURE CATCH RETURN/STATISTICS INCLUDING DATA MIGRATION AND INTEGRATION				
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	
FACSIMILE NUMBER			FACSIMILE NUMBER		
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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ 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:

.....

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

Audit

Are you currently aware of any Audit Investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

- -

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

- -

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:

BID NO.: MLRF193/22

CLOSING TIME 11H00

CLOSING DATE: 30 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)
THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP AND IMPLEMENT AN ONLINE SYSTEM TO CAPTURE CATCH RETURN/STATISTICS INCLUDING DATA MIGRATION AND INTEGRATION		

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: Talitha 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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black 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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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:

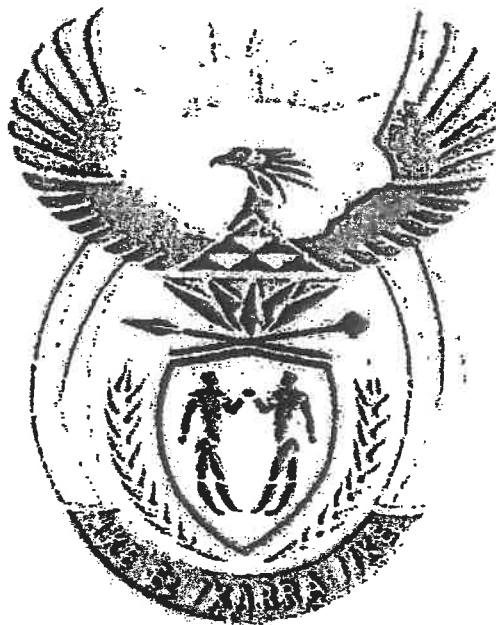
ADDRESS

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)

MARINE LIVING RESOURCES FUND

Foretrust Building, Martin Hammarichweg Way, Foreshore, Cape Town, 8001 or Private Bag X2, ROGGEBAAI, 8012 (FASCIMILE 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
---------	-----	--------	-------------	----------	------------	----------	-------

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. *		

CONTACT DETAILS	STREET / PHYSICAL ADDRESS	
	POSTAL ADDRESS	
	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 DATE STAMP (COMPULSORY)
BANK NAME:	
BRANCH NAME & CITY/TOWN	
BRANCH NUMBER/CODE	
ACCOUNT NUMBER	
ACCOUNT TYPE	

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	POSITION HELD
PRINT NAME OF AUTHORISED PERSON	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) UNDER THE AUSPICES OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT, 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

MLRF193/22: THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP AND IMPLEMENT AN ONLINE SYSTEM TO CAPTURE CATCH RETURN/STATISTICS INCLUDING DATA MIGRATION AND INTEGRATION

ITEM NUMBER	TABLE OF CONTENTS	PAGE
1	Purpose	3
2	Introduction and Background	3
3	Objectives of the proposal	4
4	Scope and extend of work	4
5	Expected deliverables/outcomes	5
6	Period/Duration of project/assignment	6
7	Costing/Comprehensive budget	6
8	Evaluation Criteria	7
9	Bid Submission Requirements	13
10	Special conditions	14
11	Subcontracting conditions/ requirements	15
12	Payment terms	15
13	Compulsory Briefing-Session	16
14	Enquiries	16

1. PURPOSE

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) (hereafter referred to as the MLRF) under the auspices of the Department of Forestry, Fisheries and the Environment (hereafter referred to as the Department / DFFE) needs to appoint a service provider to design, develop and implement an online system to allow for the capturing and reporting of catch data statistics including data migration at the Branch: Fisheries Management of the Department of Forestry, Fisheries and the Environment (DFFE).

2. INTRODUCTION AND BACKGROUND

- 2.1. The Marine Living Resources Fund (MLRF) is a Schedule 3a Public Entity established in terms of the Public Finance Management Act, 1999 (Act No 1 of 1999), 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, 2003 (Act No. 53 of 2003) (B-BBEE), the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) ("PPPF") and the Preferential Procurement Regulations, 2017.
- 2.2. The MLRF is mandated to collect right holder specific catch and effort data to enable monitoring and assessments of the status of the marine living resources that are being exploited, as well as ensuring that the rights holders are not exceeding their allocations (or conversely, not fully exercising their right).
- 2.3. Each rights holder receives an allocation as a proportion of either a Total allocated catch (which determines the maximum tonnage of a marine resource that the rights holder may harvest) or a Total allowable effort (which determines the maximum effort that may be exerted by the rights holder to harvest the marine resource in question). The rights holders also need to pay applicable levies on the various species caught.
- 2.4. The rights holders/vessel owners complete logbooks/sheets recording their catch per species, per vessel, per trip and/or per fishing session. Data capturers currently capture the logbooks/sheets via an antiquated technology connected to different databases. Efforts are being directed, however, to promote electronic submission of logbook/sheets data, with some progress being made in a few of the fishing sectors (e.g., deepsea trawl).
- 2.5. The system must enable the right holders to capture and submit their logbooks/sheets per vessel per trip and/or per fishing session via an online system. The system should also allow for the upload of documents. The logbook/sheets include all the information pertaining to the catching of fish.
- 2.6. The system must enable the capturing/uploading of biological (commercial, research and biological) information and documents. There is a requirement to link the different datasets.
- 2.7. The system must make provision for processing of data sets, reports and extracts.

- 2.8. The new system must be developed in JAVA or C# on a database approved by the Marine Living Resources Fund to ensure standards of the MLRF are adhered to. All technical standards, frameworks, and methodologies to be used must adhere to the departmental prescripts.

3. OBJECTIVES

- 3.1 The objective of this request is to secure a suitable service provider that will:
- 3.1.1 Design, develop, and implement a system to allow the capturing of catch statistics, biological information, and documents on an online system,
 - 3.1.2 The system must have an ability to provide for different roles and responsibilities
 - 3.1.3 Provide maintenance and support including change management fixes for twelve (12) months after implementation,
 - 3.1.4 The system must provide the ability for the processing of various data sets to provide reports and scenarios and to generate reports and extract data in different formats,
 - 3.1.5 Skills transfer to internal staff / outsourced contractors,
 - 3.1.6 Ensure data migration from existing systems to the new system.

4. SCOPE AND EXTENT OF WORK

- 4.1. The role of the Service Provider is to design, develop and implement an online system that allows for the capturing of catch statistics, capturing of catch statistics, biological information, and documents including data migration and integration. The software methodology used in the development of the system is the prerogative of the service provider, however, the technology should be in line with the skills set and enterprise architecture of the MLRF, and the existing infrastructure.

4.1.1. Design and develop a secure online IT solution that

- 4.1.1.1. Allows for the right holders and officials to register as users on the system with unique usernames and secure passwords
- 4.1.1.2. Allows for submitting, capturing and processing of catch statistics, biological information, and documents.
- 4.1.1.3. Allows for the upload of scanned documents
- 4.1.1.4. Generate reports and extract data in different formats. This involves the processing of various complex scientific calculations.
- 4.1.1.5.
- 4.1.1.6. Allows for extraction of ad-hoc reports
- 4.1.1.7. Allows for different roles and responsibilities (the public and Departmental officials)

4.1.1.8. Allows for Search, Print and Save functionality

4.1.1.9. Has audit trail functionality for users, and system administrators including reports

4.1.2. Data migration

4.1.2.1. Provide data migration roadmap including timelines to include the integration of the migrated data into the new structures of the database

4.1.2.2. Transfer data from existing system to new solution

4.1.2.3. Relevant scripts and documentation of data migration

4.1.3. Testing

4.1.3.1. Development of test plans and test cases

4.1.3.2. Unit Testing of Application and Database

4.1.3.3. End to end testing of all modules and phases of the solution

4.1.3.4. MLRF (Marine Living Resources Fund) User Acceptance Testing Sign-off

4.1.4. Go-Live and Post Implementation Support and Maintenance

4.1.4.1. Completed application and database

4.1.4.2. Close-out Report including handover of all technical documentation in editable format

4.1.4.3. Technical support and maintenance for a period of twelve (12) months post implementation provided by staff familiar with the IT solution

4.1.4.4. The solution must be fully tested in collaboration with Departmental officials

4.1.4.5. The solution must be scalable to allow for future enhancement.

4.1.4.6. The service provider must provide training with a train the trainer approach

4.1.4.7. All documentation and code will be the intellectual property and asset of the Marine Living Resources Fund and must be handed over to the MLRF on the completion of each phase and on completion of the project

5. EXPECTED DELIVERABLES / OUTPUTS

5.1. The service provider will be expected to deliver the following:

5.1.1 Project initiation and project documentation

5.1.2 Risk and Change Management documentation

5.1.3 Technical documentation (User requirements specification, technical designs, user manuals etc.)

5.1.4 Code and completed databases

5.1.5 Completed functional system according to the agreed specifications.

5.1.6 Data migration roadmap, reports, and scripts

5.1.7 Technical support and maintenance for twelve (12) months post implementation

6. PERIOD / DURATION OF PROJECT

- 6.1. The solution must be completed within a two (2) year period with deployment of functionality to production to be taking place in a phased approach. Some functionality to be deployed within the first year of the project. The milestones will be agreed upon between the service provider and the Project Manager appointed by the MLRF.
- 6.2. Technical support and maintenance will be for twelve (12) months after successful completion of the project.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1. A comprehensive fixed costing must be provided on Pricing Schedule inclusive of all disbursement costs, such as delivery costs, travelling and accommodation costs and other expenses inclusive of VAT.

Refer to SBD 3.3 – Pricing Schedule and pricing schedule in 7.4.

- 7.2. MLRF reserves the right to negotiate price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder (s) who have not been recommended.

- 7.3. The service provider may use the **Pricing Schedule – SBD 3.3** to indicate their rates in line with the provisions of deliverables in section 5 above.

- 7.4. Prices should be quoted as per the pricing schedule below:

Costing Activity	Unit of measure	Cost per unit	Total Costs
5.1.1 Project initiation and project documentation			
1.			
2.			
3.			
4.			
5.			
<i>*you may add more cost activities</i>			
5.1.2 Risk and Change Management documentation			
1.			
2.			
3.			
4.			
5.			
<i>*you may add more cost activities</i>			

5.1.3 Technical documentation (User requirements specification, technical designs, user manuals etc.)			
1.			
2.			
3.			
4.			
5.			
<i>*you may add more cost activities</i>			
5.1.4 Code and completed databases			
1.			
2.			
3.			
4.			
5.			
<i>*you may add more cost activities</i>			
5.1.5 Completed functional system according to the agreed specifications.			
1.			
2.			
3.			
4.			
5.			
<i>*you may add more cost activities</i>			
5.1.6 Data migration roadmap, reports, and scripts			
1.			
2.			
3.			
4.			
5.			
<i>*you may add more cost activities</i>			
5.1.7 Technical support and maintenance for twelve (12) months post implementation			
1.			
2.			
3.			
4.			
5.			
<i>*you may add more cost activities</i>			
Total Amounts			

8 EVALUATION OF METHOD

8.1. The evaluation for this bid will be carried out in the following phases:

- Phase 1: Pre-compliance
- Phase 2: Functional Evaluation Criteria
- Phase 3: Price and B-BBEE

8.2. PHASE 1: Pre-compliance or Initial Screening

- 8.2.1 During this phase bid documents will be reviewed to determine the bidder's compliance with Supply Chain Management 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.
- 8.2.2 The bid proposal will be screened for compliance with administrative requirements as indicated below:

Item No.	Administrative Requirements	Check / Compliance	Non-submission may result in disqualification
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	*YES
3	SCM – SBD 3.3- Pricing	Completed and signed	*YES
4	SCM - SBD 4 - Declaration of Interest (note: bidders to use latest version of SBD 4)	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 agreements have been signed by all parties, these must be submitted with bid proposal	Consortia/Joint Venture agreement completed and signed, if applicable	*YES

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

****NO** – MLRF reserves the right to request such information during the evaluation process of the proposal and such information must be presented within the agreed stipulated timeframe

8.3. PHASE 2: Functionality Criteria

8.3.1 Only bid proposals that meets pre-compliance, pre-qualification will be considered to be evaluated on functionality criteria,

8.3.2 The bidder must score a minimum of 60% during Phase2 (functionality/technical) of the evaluation to qualify for Phase 3 of the evaluation where only points for price and B-BBEE will be considered.

8.3.3 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		
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)	WEIGHT
<p>Bidder (s) should submit full details of reliable contactable signed references (reference letters) of successfully completed projects related to software development and deployment.</p> <p>* Letters should indicate brief description of the project, scope of the project, duration of the project, and budget.</p> <p>** Relevant project is for both components (software development and deployment)</p>	<p>Total number of years for successfully completed projects in the field of software development and deployment.</p>	
	Bidders' years of experience in the field of software development and deployment.	Indicator
	No reference letter/s submitted	0
	Reference letter/s for successfully completed indicating 1 year relevant experience.	1
	Reference letter/s for successfully completed indicating 2 years relevant experience.	2
	Reference letter/s for successfully completed indicating 3 years relevant experience.	3
	Reference letter/s for successfully completed indicating 4 years relevant experience.	4
	Reference letter/s for successfully completed indicating 5 or more years relevant experience.	5
		30

PHASE 2			
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
<p>Relevant Project manager must have project management and software development certification. Project manager experience and track record (attach profiles / CV of the Project Manager to be assigned to the project, including certifications)</p> <p>**Refer to Annexure A for format of CV and list of key members to be utilized. Only this format will be accepted as a CV.</p>	No relevant years of experience	0	30
	Less than one year experience		
	1 and less than 3 years' experience	2	
	3 and less than 5 years' experience	3	
	5 and less than 7 years' experience	4	
	7 and less than 10 years' experience	5	
<p>Relevant key staff members (software developers, business analysts, and any other relevant technical key staff members) experience and track record (attach profiles / CVs of the key staff members to be assigned to the project)</p> <p>**Refer to Annexure A for format of CV and list of key members to be utilized. Only this format will be accepted as a CV.</p>	Key years of experience in software development AND deployment.	Indicator	30
	Less than one year experience	0	
	1 and less than 3 years' experience	1	
	3 and less than 5 years' experience	2	
	5 and less than 7 years' experience	3	
	7 and less than 10 years' experience	4	
	10 and more years' experience	5	
<p>A proposed project plan with deliverables, timeframe/ milestones in cost, understanding and management of the scope of work.</p>	Project plan with deliverables, timeframes/ milestones)		Indicator
	No information provided	0	10
	Project plan/proposal that is linked or addresses <u>one (1)</u> but not more than three (3) deliverables and have no clear timeframes and realistic milestones and address <u>none</u> of the scope activities (see section 4).	1	
	Project plan/ proposal that is linked or addresses <u>more than three (3)</u> but not more than five (5) deliverables that clearly have timeframes/ milestones and address <u>at least 1</u> of the scope activities (see section 4)	2	
	Project plan/ proposal that is linked or addresses <u>more than five (5)</u> and not more than six (6) deliverables that clearly have	3	

PHASE 2			
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	timeframes/ milestones and address at <u>least 2</u> of the scope activities (see section 4)		
	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 (section 4)	4	
	Project plan/ proposal that is linked or addresses <u>ALL deliverables</u> that clearly have timeframes and realistic milestones and address <u>ALL</u> the scope activities (see section 4).	5	
			100

8.4. PHASE 3: Preference Point System 80/20

- 8.4.1 The **third phase** is to perform an evaluation of Price and B-BBEE on the bidders that successfully qualified under Phase 2 (functional and technical evaluation).
- 8.4.2 **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. Bidders 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 meet the threshold functionality requirements will be considered for evaluation on price and B-BBEE.
- 8.4.3 The 80/20 preference point system will be used in the evaluation and adjudication of this tender. However, it must be extended that the lowest acceptable tender 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 tender will be used to determine the applicable preference point

system". Therefore, either 80 or 90 points, depending on the rand value of the tender, will be awarded to the bidder 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 bidder that scores the highest total number of adjudication points.

8.5 Calculating of points for B-BBEE status level of contribution

8.5.1 Points will be awarded to a bidder for attaining the B-BBEE status level of contribution by submitting an original and valid B-BBEE Status Level Verification Certificate issued by a SANAS Accredited Verification Agency or certified copies thereof; or a B-BBEE Certificate issued by CIPC, or a sworn affidavit commissioned by a 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.

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

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

8.5.3 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.

- 8.5.4 A bid will not be disqualified from the bid process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score 0 for B-BBEE.
- 8.5.5 Bids will be subject to SCM conditions of the DFFE / MLRF. 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.
- 8.5.6 The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as a criterion, only bid proposals that meet the functionality threshold will be considered for evaluation on price and B-BBEE.
- 8.5.7 The contract will be awarded to the bidder scoring the highest points. However, a contract may be awarded to a Service Provider 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 Service Provider 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.

9 BID SUBMISSION REQUIREMENTS

- 9.1. Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:
 - 9.1.1. The service provider must draft a table of content which will indicate where each document is located in the proposal.
 - 9.1.2. The proposal shall consist of two parts, namely the technical bid and the pricing bid.
 - 9.1.3. Standard bidding documents (SBD1, 3.3, 4, and 6.1).
 - 9.1.4. Tax compliance status requirements and/ or Central Supplier Database (CSD) number or report.

9.1.5. Certified copies of identity documents of directors and shareholders of the company.

9.1.6. Entity registration Certificate (CK1).

9.1.7. Letter of Authority to sign documents on behalf of the company.

9.1.8. All documents required to evaluate the requirements of the evaluation method.

9.2. The MLRF will not be held responsible for any costs incurred by the service providers in the preparation, presentation and submission of the proposal.

9.3. 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 30 of January 2023. The location of the drop off is: Tender Box, Ground Floor, Foretrust Building, 2 Martin Hammerschlag Way, Foreshore, Cape Town, 8001.

10. SPECIAL CONDITIONS OF CONTRACT

10.1. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by a Project Manager appointed by the MLRF.

10.2. The Service Provider will submit weekly/ monthly/ quarterly progress reports to the Project Manager appointed by the MLRF, within the stipulated agreed timeframe after the end of each month for the duration of the project, submitted in both soft and hard copies. Failure to submit the required reports on time will result in penalties.

10.3. The Project Manager appointed by the MLRF shall do the ongoing management of the Memorandum of Agreement (MOA).

10.4. The Service Provider must guarantee the presence of the Team Leader in charge of programme throughout the duration of the contract.

10.5. If a senior staff member must 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

10.6. 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.

10.7. Poor or non-performance by the bidder will result in cancellation of contract.

11. SUB-CONTRACTING CONDITIONS / REQUIREMENTS

- 11.1. In a case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter into sub-contracting arrangements with the approval of the department.
- 11.2. 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.
- 11.3. A tenderer will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 11.4. 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.

12. PAYMENT TERMS

- 12.1 The DFFE / MLRF undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.
- 12.2 Payment by the DFFE / MLRF shall be made by means of an electronic transfer into the Service Provider's bank account.
- 12.3 Payment requirements
 - The successful Service Provider shall render services to the DFFE / MLRF in accordance with the MoA.
 - The amounts are inclusive of VAT and all disbursements shall be paid in South African Rands.
 - The successful Service Provider shall provide the DFFE / MLRF with an original tax invoice. Once the DFFE / MLRF has approved such invoice and is satisfied with the services rendered as outlined in the MoA, it will make payment to the successful Service Provider within 30 days of approval of such a request.
 - The successful Service Provider is required to submit the following documents with each invoice.

- Monthly statement of account
- Progress Report
- The DFFE / MLRF requires that a new order number be raised after 1 April of each of the financial years of the contract period.

13. COMPULSORY BRIEFING SESSION

13.1. To ensure that service providers understand what is required from them with regards to this tender, bidders must attend a compulsory briefing session. The briefing session will be as follows:

- 16 January 2023 at 10:00

13.2. The link for the sessions can be requested via email:

Name	Email address
Lwandisa Hoza	MLRFTENDERS@DFFE.GOV.ZA
Taliitha Bikani	

**Suppliers should use "MLRF193/22: Briefing Session" as the subject of the email of requesting link for the briefing session.*

14. ENQUIRIES

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

Name	Email address
Mr Lwandisa Hoza	MLRFtenders@dfpe.gov.za
Ms Taliitha Bikani	

**Bidders should use "MLRF193/22 Enquiries" as the subject of the email of requesting link for the briefing session.*

Due to office closure, enquiries will only be responded to on the 9th of January 2023.

Annexure 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

--	--	--	--

--	--	--	--

--	--	--	--

--	--	--	--

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									