



**forestry, fisheries
& the environment**

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

INVITATION TO QUOTE

QUOTATION REFERENCE NUMBER: RFQ 0001176

THE APPOINTMENT OF A SERVICE PROVIDER (SP) AS AN INDEPENDENT ENVIRONMENTAL CONTROL OFFICER (ECO) BY THE MLRF IN COMPLIANCE WITH THE STIPULATIONS IN THE ENVIRONMENTAL AUTHORISATION ("EA") AND THE ENVIRONMENTAL MANAGEMENT PROGRAMME ("EMP") FOR THE SEA-BASED AQUACULTURE DEVELOPMENT ZONE ("ADZ") LOCATED WITHIN SALDANHA BAY IN THE WESTERN CAPE, FOR A PERIOD OF EIGHT (8) MONTHS

Contact person:

Name: Pinky Moloi

Office Telephone No: (066) 471 1335

E-Mail: Pmoloi@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 RFQ: 04 FEBRUARY 2026 AT 00:00

Briefing session:

N/A

**Address: MARTIN HAMMERSCHLAG WAY
FORETRUST BUILDING
FORESHORE
CAPE TOWN
8001**

**Quotation document must be emailed to:
MLRFQUOTATIONS@dffe.gov.za**

REQUEST FOR QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE MARINE LIVING RESOURCES FUND

RFQ NUMBER: RFQ 0001176

CLOSING DATE: 04 FEBRUARY 2026

DESCRIPTION:

THE APPOINTMENT OF A SERVICE PROVIDER (SP) AS AN INDEPENDENT ENVIRONMENTAL CONTROL OFFICER ("ECO") BY THE MLRF IN COMPLIANCE WITH THE STIPULATIONS IN THE ENVIRONMENTAL AUTHORISATION ("EA") AND THE ENVIRONMENTAL MANAGEMENT PROGRAMME ("EMPr") FOR THE SEA-BASED AQUACULTURE DEVELOPMENT ZONE ("ADZ") LOCATED WITHIN SALDANHA BAY IN THE WESTERN CAPE, FOR A PERIOD OF EIGHT (8) MONTHS

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

RFQ DOCUMENTS MUST BE EMAILED TO MLRFQUOTATIONS@dffe.gov.za

Bidders should ensure that RFQs are delivered timeously to the correct address.

ALL RFQS MUST BE SUBMITTED ON THE OFFICIAL FORMS
THIS RFQ IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

STREET ADDRESS

.....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

.....

FACSIMILE NUMBER

CODE.....NUMBER.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS AN ORIGINAL AND VALID TAX COMPLIANT STATUS PIN CERTIFICATE BEEN SUBMITTED?

YES or

NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);

OR.....

A REGISTERED AUDITOR

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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
or NO

[IF YES ENCLOSE
PROOF]

SIGNATURE OF BIDDER
DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED
TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: DFFE
Contact Person: Pinky Moloi
Tel: 066 471 1335
E-mail address: Pmoloi@dfpe.gov.za

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: RFQ 0001176

CLOSING TIME 00:00

CLOSING DATE: 04 FEBRUARY 2026

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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THE APPOINTMENT OF A SERVICE PROVIDER (SP) AS AN INDEPENDENT ENVIRONMENTAL CONTROL OFFICER ("ECO") BY THE MLRF IN COMPLIANCE WITH THE STIPULATIONS IN THE ENVIRONMENTAL AUTHORISATION ("EA") AND THE ENVIRONMENTAL MANAGEMENT PROGRAMME ("EMPr") FOR THE SEA-BASED AQUACULTURE DEVELOPMENT ZONE ("ADZ") LOCATED WITHIN SALDANHA BAY IN THE WESTERN CAPE, FOR A PERIOD OF EIGHT (8) 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.....

.....

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.....

Name of Bidder:

TOTAL: R.....

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

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

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

TOTAL: R.....

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Pinky Moloi

Tel: 066 471 1335



forestry, fisheries & the environment

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

MARINE LIVING RESOURCES FUND

REQUEST FOR PRICE QUOTATIONS

The Marine Living Resources Fund (MLRF), Schedule 3A entity, is an entity within the Department of Forestry, Fisheries and the Environment, hereby request your quotation on the goods/service/works listed hereunder.

RFQ Number	RFQ 0001176
Description	THE APPOINTMENT OF A SERVICE PROVIDER AS AN INDEPENDENT ENVIRONMENTAL CONTROL OFFICER BY THE MLRF IN COMPLIANCE WITH THE STIPULATIONS IN THE ENVIRONMENTAL AUTHORISATION AND THE ENVIRONMENTAL MANAGEMENT PROGRAMME FOR THE SEA-BASED AQUACULTURE DEVELOPMENT ZONE LOCATED WITHIN SALDANHA BAY IN THE WESTERN CAPE, FOR A PERIOD OF EIGHT (8) MONTHS.
Detailed Specification/scope of work and functionality	Attached as Annexure A
Local Production & Content Requirements <i>(To be completed by SCM)</i>	Not Applicable
Construction Industry Development Board (CIDB) Minimum Category and level <i>(To be completed by SCM)</i>	Not Applicable
Briefing Session	Not Applicable
RFQ Publication date	21 January 2026
Responses MUST be submitted to	MLRFQUOTATIONS@dffe.gov.za

Initials:

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RFQ Closing Details	Date: 04 February 2026 Time: 00:00
Delivery Address	Foretrust building, Martin Hammerschlag Way, Foreshore, Cape Town, 8001
Quotation Validity Period	60 Days from the Closing Date
Mandatory Requirement/Pre-Qualification Criteria	Not Applicable
Evaluation Criteria	See Annexure A.
NO HAND DELIVERED RFQ RESPONSES WILL BE ACCEPTED PROSPECTIVE BIDDERS MUST BE REGISTERED ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD) PRIOR TO SUBMITTING BIDS AND THEIR TAX MATTERS MUST BE IN ORDER	

TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

1. Terms and conditions of Request for Quotation (RFQ)

- 1.1 This document may contain confidential information that is the property of the Marine Living Resources Fund [MLRF].
- 1.2 No part of the contents may be used, copied, disclosed, or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFQ without prior written permission from MLRF.
- 1.3 All copyright and intellectual property herein vests with MLRF.
- 1.4 Late and incomplete submissions will not be considered. Submissions received after closing time and date will be classified as LATE and WILL NOT be considered.
- 1.5 No services must be rendered, or goods delivered, before an official MLRF Purchase Order form has been issued by a duly authorised official from the MLRF and received by the bidder. Please note that this is not an instruction to proceed with the supply of any goods or service unless the quotation is approved, and a Purchase Order is supplied to you.
- 1.6 Please note that if you receive the Purchase Order, delivery of goods or rendering of services must be done **within 60 days** of receiving the Purchase Order. Failing to deliver on agreed-upon times may result in your Purchase Order being cancelled.
- 1.7 This RFQ will be evaluated in terms of the 80/20 preference point system if it is equal to or below R50 million.
- 1.8 Bidders are required to register on the Central Supplier Database (CSD) at www.csd.gov.za if they are not registered on the CSD.
- 1.9 All questions regarding this RFQ must be forwarded to MLRFQUOTATIONS@dfpe.gov.za within 24 hours after the RFQ has been issued.
- 1.10 Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform MLRF within two (2) days before the RFQ closing date.
- 1.11 Where quotations/proposals submitted are equal to or below R50 million, bidders are required to submit the original and valid proof for preference points claimed or certified copies thereof, to substantiate their preference points 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 preference points being forfeited.

- 1.12 As per section 4(1) of the Preferential Procurement Regulations of 2022, the maximum 20 points may be awarded based on specific goals. The 20 points will be allocated as follows:

SPECIFIC GOAL	POINTS TO BE ALLOCATED
51% black owned	8 points
50% women	4 points
Youth	4 points
Disability	4 points
TOTAL POINTS	20 points

- 1.13 Bidders are required to duly complete, sign and submit the new SBD 4 together with their quotations/proposals. Failure to do so may result in your quotation/proposal **not** being accepted.
- 1.14 All quotations/proposals submitted must be inclusive of Value Added Tax (VAT) if you are VAT registered and must be quoted in South African Rands (ZAR) and the price must be firm.
- 1.15 The full costs must be disclosed as there will be no variances that will be entertained, and no price adjustment will be entertained after the Purchase Order has been issued.
- 1.16 These terms and conditions supersede any terms and conditions that may be issued by the service provider/supplier on their quotations or any other document similar to that.
- 1.17 A full and updated CSD report must be submitted with the quotation and MLRF will only contract with suppliers/service providers whose tax matters are in order.
- 1.18 The winning bidder must be registered on the MLRF Oracle ERP system in order for a Purchase Order to be generated. The bidder is required to complete the Oracle Registration Form and submit all relevant supporting documents within seven (7) days of receiving the form from MLRF. Failure to complete the registration process within the stipulated timeframe may result in the bidder's proposal being deemed non-responsive
- 1.19 The MLRF pays within 30 (thirty) days after receipt of a valid tax invoice and after approval of the relevant invoice and reports and does not make upfront payments or deposits.
- 1.20 It is the responsibility of prospective bidders to ensure that all bid documents are submitted before the closing date and time of the RFQ.
- 1.21 All the conditions specified in the General Conditions of Contract (GCC) will apply, and where the conditions in the Special Conditions of Contract (SCC) contradict the conditions in the General Conditions of Contract, the Special Conditions of Contract will prevail.
- 1.22 The winning bidder will be required to complete and sign the following
- 1.22.1 Vetted agreement and/or
- 1.22.2 An official contract form SDB7.1 for the purchase of goods/works
- 1.22.3 An official contract form SDB7.2 for rendering of services

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1.22.4 An official contract form SDB7.3 for the sale of goods/works

1.23 The MLRF reserves the right to enter into negotiations for price and other terms and conditions of contracting for this RFQ with the bidders.

1.24 The MLRF reserves the right not to award the RFQ.

1.25 The MLRF reserves the right to cancel the RFQ under the following circumstances:

1.25.1 If there are insufficient funds,

1.25.2 If there is no longer a requirement for the items or services to be procured,

1.25.3 If no acceptable tender has been received,



1.25.4 If irregularities have occurred in the procurement process.

2. PROTECTION OF PERSONAL INFORMATION





In responding to this RFQ, MLRF acknowledges that it may obtain and have access to personal data of the respondents. MLRF agrees that it shall only process the information disclosed by bidders in their response to this RFQ for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, MLRF will not otherwise modify, amend, or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, MLRF requires Respondents to process any personal information disclosed by MLRF in the bidding process in the same manner.

MLRF RESERVES THE RIGHT NOT TO MAKE ANY APPOINTMENT AND SHALL NOT ENTERTAIN ANY CLAIM FOR COSTS THAT MAY HAVE BEEN INCURRED IN THE PREPARATION AND THE SUBMISSION OF THIS QUOTATION/PROPOSAL

Approvals of RFQ

End User	Requester	F. DAYA	Rank	EOC	Cost Centre Manager	A. NJORONI	Rank	D. SAM
	Signature		Date	19/01/2026	Signature		Date	22/01/19
It is hereby certified that all the information supplied in this form is correct, that the requirement may be procured and that funds are available.								

SCM Only

Official verifier (buyer)	Name		Signature		Date	19/01/2025
Approver as per Delegations	Name		Signature		Date	19/11/2025



forestry, fisheries & the environment

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

THE MARINE LIVING RESOURCES FUND (MLRF), 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 THE 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, 2003 (ACT NO. 53 OF 2003) (B-BBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 5 OF 2000 ("PPPF") AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER AS A INDEPENDENT ENVIRONMENTAL CONTROL OFFICER ("ECO") BY THE MLRF IN COMPLIANCE WITH THE STIPULATIONS IN THE ENVIRONMENTAL AUTHORISATION ("EA") AND THE ENVIRONMENTAL MANAGEMENT PROGRAMME ("EMPr") FOR THE SEA-BASED AQUACULTURE DEVELOPMENT ZONE ("ADZ") LOCATED WITHIN SALDANHA BAY IN THE WESTERN CAPE, FOR A PERIOD OF EIGHT (8) MONTHS.

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1. PURPOSE

- 1.1 The Marine Living Resources Fund (MLRF), as the holder of the Environmental Authorisation (EA) for the Saldanha Bay Aquaculture Development Zone (ADZ) must appoint a suitably qualified and experienced service provider to provide Environmental Control Officer (ECO) services (i.e. independent Environmental Control Officer and Secretariat) for the sea-based ADZ's construction and operational phases of the development located within Saldanha Bay Municipality in the Western Cape, in compliance with the stipulations outlined in the EA and the Environmental Management Programme (EMPr) and ensure that mitigation/rehabilitation measures and recommendations are implemented under the provisions of the EMPr and conditions stated therein are fully adhered to.
- 1.2 The contract period is for eight (8) months.

2. INTRODUCTION AND BACKGROUND

- 2.1. An ADZ is an area that has been earmarked specifically for aquaculture activities with the purpose of encouraging investor and consumer confidence; creating incentives for industry development, to provide marine aquaculture services; manage the risks associated with aquaculture; as well as to provide skills development and employment for coastal communities. The development of ADZs supports the Policy for the Development of a Sustainable Marine Aquaculture sector in South Africa (2007) aimed at creating an enabling environment that will promote growth and sustainability of the marine aquaculture sector in South Africa, as well as to enhance the industry's contribution to economic growth.
- 2.2. Saldanha Bay is the primary area for bivalve production in South Africa, with the majority of oyster and mussel production to date originating from the bay. As a result of improved opportunities for local mussel import substitution, the opening up of export markets for oysters, and improved access to water and land space through the Oceans Economy Operation Phakisa initiative, there has been a continued interest in expanding and optimally utilizing the bay for further oyster and mussel production, as well as exploring potential for finfish production in the outer more exposed parts of the bay.
- 2.3. To manage the bay holistically and create an enabling environment, the MLRF undertook an Environmental Impact Assessment (EIA) for the establishment of an ADZ in Saldanha Bay in 2016/2017 and the EA (**Appendix A**) was granted on the 8th January 2018. Appeals against the

authorisation were lodged to the “then Minister of Environmental Affairs” and the authorisation was upheld as per the appeal decision dated 7th June 2018.

- 2.4. One of the key conditions of the EA and EMPr (**will be made available on request**) was the need for the holder of the authorisation to appoint a suitably qualified and experienced independent Environmental Control Officer (ECO) that will have the responsibility to ensure that the mitigation / rehabilitation measures and compliance recommendations are implemented and ensure compliance with the conditions contained in the EMPr.
- 2.5. The EA was triggered in February 2019 and there has been an ECO appointed, rotationally, to oversee the ADZ since then. The reporting templates, incident templates and various other administrative requirements have been developed. The current ECO contract comes to an end on the 7th of February 2026 and the DFFE requires the services of an independent ECO to be undertaken for a further 8 month period.

3. SCOPE AND EXTENT OF WORK

The service provider appointed to undertake ECO services as an independent ECO and Secretariat, will be expected to perform the following duties:

- 3.1. Liaise between the MLRF, operator appointed ECO's and Designated Environmental Officers (DEO), relevant authorities, the aquaculture operators and other lead stakeholders on all environmental concerns.
- 3.2. Oversee that the environmental monitoring is in accordance with the EA, EMPr and Sampling Plan.
- 3.3. A Condition of the EA is the establishment of two (2) management bodies, namely the Aquaculture Development Zone Management Committee (AMC), an intergovernmental forum aimed at overseeing, facilitating, managing, advising and monitoring aquaculture operations in Saldanha Bay ADZ and a Consultative Forum (CF), a multi-stakeholder forum (public, industry and government) aimed at promoting transparency and formal presentation and acknowledgement of public interest. These committees have already been established but need to be administered (secretariate functions) and managed by the appointed service provider.

- 3.4. The AMC fulfils a coordination and supervising role and oversees compliance with the EMPr throughout all phases of the aquaculture farming in the ADZ. The AMC meetings are held on a virtual platform every two months (scheduling of these is at regular intervals so would depend on the appointment date). The AMC meetings are held for an approximate duration of five (5) hours per meeting, this equates to **four (4) AMC meetings** for eight (8) month contract period.
- 3.5. The responsibility of the CF is to consider and comment on the environmental monitoring data, advise on ADZ management and make recommendations to the AMC. The CF will provide feedback to the AMC through the outputs (recommendations and advice) for the AMC's consideration. The CF meetings are held virtually every three months virtually for an approximate duration of three (3) hours per meeting, this equates to **three (3) CF meetings** for eight (8) month contract period. The ECO is required to perform secretariat duties for both committees as outlined below:
- 3.5.1. Perform secretariat duties for the AMC, CF and project progress meetings; archiving and filing all documents on the Departments Electronic Document Management System (EDMS); reporting back and fulfil the role of rapporteur for both committees.
 - 3.5.2. Draft AMC annual report and submit the final report to the competent authority.
 - 3.5.3. Preside as the Chairperson of the CF.
- 3.6. The service Provider is required to cost for **three (3) ad-hoc stakeholder/committee/forum meetings** held virtually for the duration of the contract period. These ad hoc meetings will be spread over the contract period to allow the ECO to participate in discussions that require their presence and inputs and will fall outside of the AMC and CF meetings
- 3.7. ECO to draft monthly ADZ Reports (these include the following reports: ECO Site Inspection Report, Monthly ECO Compliance Report and the Summary ECO Report). Upon appointment, the ECO will commence with updating of stakeholders register and submit these reports to the AMC and Competent Authority (DFFE) of which a summarised version (Summary ECO report) must be submitted to the Consultative Forum (CF) for their noting.
- 3.8. Monitor monthly performance of the contractor / farmers (and sub-contractors) and ensure compliance with the ADZ minimum infrastructure guideline and AMC infrastructure approval, EA, EMPr and the site specific EMPrs and associated Method Statements.
- 3.9. Validate the monthly farm monitoring reports submitted by the operators to the ECO through monthly site inspections. Conduct monthly site inspections of all operators located in the ADZ

on a rotational basis to ensure compliance with the EA and ADZ EMPr. This would include capturing, validating and analysing the production data submitted by operators monthly recorded in the farm monitoring reports (FMRs) to monitor the production thresholds as per the EA, capturing beach clean up data, as well as entering of biofouling data submitted on a monthly basis via the FMR. A site inspection schedule to be developed which would require travel and accommodation costs to Saldanha Bay for the monthly site visits.

- 3.10. Manage all environmental incidents of concern to the ADZ (spills, impacts, legal transgressions, etc.), as well as ensure that corrective and preventive actions taken in this regard and maintain an incident register which indicate the significance of the incident.
- 3.11. Maintain the public comments register in which all complaints/comments are recorded, as well as action/s taken.
- 3.12. Facilitate and coordinate the resolution of conflicts within the scope of the management of the ADZ.
- 3.13.
- 3.14. Review environmental recommendations contained in the quarterly environmental monitoring reports undertaken by suitably qualified specialists and ensure updates to EMPr or Method Statement to address such.
- 3.15. Liaise with the Competent Authority (DFFE) to ensure that all operational monitoring activities provide sufficient, relevant information for the Competent Authority (DFFE) to be assured that aquaculture activities are responsibly managed to minimise impact on the environment. Templates will be provided upon appointment.
- 3.16. In fulfilment of the requirements of Condition 34 of the EA and Appendix 7 of the Environment Impact Assessment (EIA) Regulations 2014, an External Auditor, who is competent in environmental auditing, will have to be contracted by the ECO to undertake an EA and EMPr compliance audit and the appointed ECO must make provision for this work. The audit must consider the processes for such auditing as prescribed in Regulation 34 of GN R. 982. Auditing of compliance with EA, EMPr and Closure Plan. **The External Auditor, who must be independent of MLRF and the appointed ECO**, is to conduct the Year Eight (February 2026) external audits for the Saldanha Bay ADZ.
- 3.17. Update the ADZ EMPr according to findings of the above-mentioned External Audit Reports, where necessary. The updated EMPr must be submitted to the Competent Authority (DFFE) for

approval together with the Audit Report and make provision for amendments as indicated by the Competent Authority (DFFE). Cost for updating the EMPr and undertaking of the Public Participation Process after each audit process should be catered for. Any amendment made to the EMPr must be signed off by a registered Environmental Assessment Practitioner (EAP), i.e. One (1) EMPr amendment and associated public participation process should be costed for within the proposed budget but would only be claimed if these are required. The service provider should also communicate all modifications made to the ADZ EMPr to the relevant stakeholders.

- 3.18. Project Inception Meeting and Report. Bi-Monthly progress meeting will be held on virtual platforms with the MLRF Project Team. Inception and progress meeting agenda and minutes to be drafted by the service provider and approved by the MLRF Project Manager, meeting recordings to be shared with DFFE project management team on request. Monthly progress reports must be submitted to the MLRF project manager.
- 3.19. The appointed service provider's project team may not change without notification and approval from the MLRF Project Manager and if changes are unavoidable the replacement project team member must have equivalent or better experience and qualifications as per the stipulations of these specifications for the ECO or secretariat with a team member who possesses equivalent or higher qualifications and experience than the team member being replaced. The project team structure for the ECO services must be as follows, ECO and secretariat. This is to ensure consistency in the evaluation of proposals by the MLRF in relation to comparing project teams compositions.
- 3.20. Facilitation of a hand over meeting with the MLRF project team and successor ECO, all relevant documents to be catered for in the budget to allow for consistency in the project to the next service provider at the end of the eight (8) month contract period.
- 3.21. The following templates will be provided by the MLRF, thus the service provider cannot charge the MLRF for development of the applicable document, but may need to be amended to include the log of the appointed service provider:
 - a. Monthly ECO Report
 - b. Monthly Summary Report
 - c. Site Inspection Report
 - d. Progress Report
 - e. AMC Annual Report

4. EXPECTED DELIVERABLES / OUTCOMES (TO BE READ IN CONJUNCTION WITH SECTION 3 ABOVE)

- 4.1. Monthly site inspection of 23 operators on a rotational basis and recording of validated production data.
- 4.2. Monthly site inspection reports and site inspection schedule.
- 4.3. Monthly ECO report for the ADZ.
- 4.4. Summary version of the monthly ECO report for the CF.
- 4.5. Maintenance of compliance data base (ongoing).
- 4.6. Maintenance of records on EDMS (online system).
- 4.7. Submission of documents to the Competent Authority (DFFE) monthly.
- 4.8. Update the monthly documents received register.
- 4.9. Update the monthly communications register as required.
- 4.10. Update the monthly incident register as required.
- 4.11. Sub-contract the External Auditor and management of implementation of an external audit process and submission of Audit Report to the Competent Authority (DFFE) (External Auditor professional fees need to be included).
- 4.12. Updating of the EMPr if required, submitting the application and conducting the public participation process as per the legal requirements. And revise monthly ECO site inspection format when required.
- 4.13. Provide secretariat functions of the AMC, CF and progress meetings,
- 4.14. Draft AMC report.
- 4.15. Reporting back and fulfil role of rapporteur at the AMC and CF meetings.
- 4.16. Chairing the CF meetings.
- 4.17. Three (3) ad-hoc meetings
- 4.18. Logistical arrangements for the AMC (virtual) and CF meetings (virtual).
- 4.19. Attendance at bi-monthly (every two months) progress meetings with the MLRF Project Manager.
- 4.20. Compile all monthly progress reports and meeting minutes.
- 4.21. Facilitation of hand over meeting and documentation to the next appointed service provider at completion of the contract.

5. PERIOD / DURATION OF APPOINTMENT

- 5.1 The contract with the appointed Service Provider will run for a period of eight (8) months and will commence on receipt of the Purchase Order and will require compliance with a payment schedule and the General Conditions of Contract.

6. COSTING / COMPREHENSIVE BUDGET

- 6.1. A comprehensive costing must be provided in a separate envelope inclusive of all disbursement costs and related expenditures inclusive of Value Added Tax (VAT). The SP must quote for all activities, and these should be quoted in South African currency. **See annexure C**

- 6.2. The MLRF shall not pay for any unproductive or duplicated time spent by the SP on any assignment because of staff changes, outsourcing or re-drafting of reports due to errors, corrections or incorrect/incomplete findings.
- 6.3. In the event that a project requires travel to another province or office of the MLRF outside of Cape Town, reasonable travel expenses may be claimed by the Service Provider as follows:
- a) Accommodation is limited to a maximum of a three-star rated establishment, including meals and up to two (2) soft drinks per person per meal. Accommodation rates are limited to a maximum of R1 530.00 (one thousand five hundred and thirty rands) per night (rates may be revised as guided by the National Treasury), including meals and soft -drinks as per the proposed cost-containment measures instituted by the National Treasury at any given point in time;
 - b) Car hire limited to a Type B vehicle category, except where the use of an off-road vehicle, with higher ground clearance is required in terms of a project;
 - c) Air flights are limited to economy class only;
 - d) Travel estimates must be included in the internal project engagement plan submitted to the Director: Internal Project; and
 - e) Claims for travel expenses will be reimbursed at cost only, and any travel expenses in terms of this clause must be supported by proof of expenditure and claims for mileage should be in line with the department rates and Travel Policy which includes VAT.
- 6.4. Hourly rates for all team members should comply with the latest hourly consultants' fees determined by the Department of Public Service and Administration (DPSA) and advertised in DPSA's website. Visit https://www.dpsa.gov.za/policy-updates/nlrrm/consultants_hourly_fee_rates/ for the latest available rates.
- 6.5. The MLRF is against the frequent changing of ECO and thus service provider is required to adequately and reasonable compensate the ECO/team a salary in line with the hourly rates circular from DPSA.
- 6.6. The MLRF reserves the right to negotiate price with service provider

7. EVALUATION METHOD

7.1. PHASE 1: MANDATORY REQUIREMENTS

- 7.1.1. It is recommended that the bidder completes the following table by answering **YES OR NO** and attach proof.
- 7.1.2. Only bidders who achieve a "Yes" and attach required proof for all mandatory requirements may proceed for evaluation to Phase 2.

Mandatory Requirements:	Requirement	Check/ Compliance	Comply: Yes or No
	The ECO services must have a lead ECO that is registered with a relevant professional body in the field of natural sciences (i.e. EAPASA or SACNASP) that promotes competency, independence and ethics	Provide a certified copy of valid and active registration with the professional body.	
	<p>The company will be required to provide a qualified ECO to implement ECO services and a secretariat to implement secretariat and administrative duties for the duration of the project.</p> <p>The ECO must have experience conducting at least two (2) completed marine related environmental management projects of a multi stakeholder nature with experience.</p> <p>The Secretariat is to fulfil functions as per Section 20.2 of the Environmental Authorisation for the ADZ with experience in work relating to the project.</p>	<p>Company profile listing services offered and which contains the CVs of the ECO and Secretariat staff members allocated for the project.</p> <p>The CV of the project ECO must explicitly state the start and end date (mm/yyyy) for 2 completed or more marine related environmental projects of a multi stakeholder nature.</p> <p>Company is required to attach three Reference letters for the projects completed from their clients that include contact details (email address, cell phone numbers/landline numbers). Note that project purchase orders or letters of appointment will not be accepted as reference letters.</p>	
	ECO has at least a BSc (Hons)/relevant NQF 8 in natural sciences.	Certified copy of BSc (Hons)/relevant NQF 8 in	

		natural sciences. (single ECO as identified in the team composition table)	
	<p>Provide a detailed project plan/proposal for the project. The project plan/proposal must show understanding of work that need to be done. Service provider to present details on their understanding of what needs to be done, elaborate on all the expected deliverables as listed in clause 4 above and how these will be achieved over the 8 months period.</p>	<p>Project Plan must include the below:</p> <ul style="list-style-type: none"> • Timeframes • Milestones (Gantt chart). * Gantt Chart must include timeframes for all deliverables • Team compositions (the team must include the ECO and a Secretariat) • Understanding and management of the scope of work. • Addresses ALL expected deliverables in section 4 that have timeframes and realistic milestones and address <u>ALL</u> the scope activities in section 3. <p><i>*the project plan must be detailed for the MLRF to understand how the project will be implemented and achieved.</i></p>	

7.2 PHASE 2: Preferential Points (80/20 system)

7.2.1 An evaluation of Price and Specific Goals Preference points on the suppliers, that successfully qualified to this stage of evaluation.

7.2.2 **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. 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 specific goals preference points.

- 7.2.3 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(2)(b) of the Preferential Procurement Regulations (PPR) 2022, 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 Specific Goals, as applicable. The contract will be awarded to the suppliers that scores the highest total number of adjudication points per category.

Calculating points for Specific Goals

- 7.2.4 Points will be awarded to a supplier for specific goals. Bidders are required to submit the original and valid proof for preference points claimed or certified copies thereof; to substantiate their preference points claims. Preference points must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in Specific Goals preference points being forfeited.
- 7.2.5 Points will be awarded to a supplier for specific goals in accordance with the table below:

B.	PRICE	80
C.	Specific Goal	Number of points (20)
	51% black ownership	8
	50% women ownership	4
	Youth ownership	4
	Disability	4
	Non-compliant contributor	0

*The definitions of the above specific goals are as per the PPR policy of the MLRF.

- 7.2.6 The SCM unit of the DFFE / MLRF will allocate preferential points (Specific Goals) to each company for its contribution towards empowerment of the black designated groups as prescribed

in the Preferential Procurement Regulations of 2022, women, people with disabilities, youth as well as local economic development.

- 7.2.7 A supplier will not be disqualified from the quotation process if the suppliers does not submit supporting documents substantiating the specific goals preference points claimed or is a non-compliant contributor. Such some suppliers will score 0 for Specific Goals.
- 7.2.8 Suppliers will be subject to SCM conditions of the Department – MLRF and the Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act (Act No 5 of 2000) (PPPFA).
- 7.2.9 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 Specific Goals.
- 7.2.10 The contract will be awarded to the supplier scoring the highest points subject to section 2(1) (f) of the PPPFA, 2000.

8. SUBMISSION REQUIREMENTS

- 8.1. 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:
- 8.2. The SP must draft a table of content which will indicate where each document is located in the proposal.
- 8.3. The proposal shall consist of two parts, namely the technical bid and the pricing bid (master and copies).
- 8.4. 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.
- 8.5. 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.

9. SPECIAL CONDITIONS OF CONTRACT

- 9.1. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by Department / MLRF.
- 9.2. The Department / MLRF will not be held responsible for any costs incurred by the SPs in the preparation, presentation and submission of the proposal.
- 9.3. 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. PAYMENT TERMS

- 10.1 The 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 the payment schedule which is part of the MOA. No payment will be made if and when there is unsatisfactory work and or outstanding information or work not submitted by the Service Provider/s until there is satisfactory improvement and or that outstanding information or work is submitted.
- 10.2. Payment by the MLRF shall be made by means of an electronic transfer into the Service Provider's bank account.
- 10.3. Payment requirements:
 - The successful Service Provider shall render services to the MLRF in accordance with the Project Plan and Project Scope.
 - The amounts are inclusive of VAT and all disbursements shall be paid in South African Rands.
 - The MLRF reserves the right to, after consultation with the successful Service Provider, increase, reduce or cancel the budget.
 - Disbursements of project funding will be agreed on for each project and disbursements will be made on agreed and verified deliverables and indicators (targets) that are included in the Project Plan.
 - The successful Service Provider shall provide MLRF with an original tax invoice for the services rendered. Once the MLRF has approved such an invoice and is satisfied with the

services rendered as outlined in the Project Plan, 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:
 - Acting letter of the Manager of Service Provider (if applicable)
 - Monthly/Period Project Progress Report
- ALL INVOICES MUST ADDRESSED TO THE MLRF.

11. ENQUIRIES

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

Name	Email address

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 Institution	State

- 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 2022

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$	

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{\max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each

preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black Ownership	N/A	8	N/A	
50% Women Ownership	N/A	4	N/A	
Youth Ownership	N/A	4	N/A	
Disability Ownership	N/A	4	N/A	
Non-compliant contributor	N/A	0	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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

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

- (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

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

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

- 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.