



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

INVITATION TO BID

BID REFERENCE NUMBER: MLRF227/26

THE APPOINTMENT OF A SERVICE PROVIDER/S TO MANAGE THE DEPARTMENT'S FLEET OF FISHERIES PROTECTION AND RESEARCH VESSELS FOR A PERIOD OF 5 YEARS

Contact person:

Name: Ms Pamela Mtintelwa & Ms Ncumisa Matiwane

Office Telephone No: 066 471 1471 /073 164 6415

E-Mail: MLRFTENDERS@DFFE.GOV.ZA

Tender Document – Two-Envelope System

Bidders must submit proposals in two separate sealed envelopes:

- **Envelope 1 – Technical / Compliance Proposal**
- **Envelope 2 – Financial Proposal**

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

CLOSING DATE OF THE BID: 28th of October 2026 AT 11H00

Briefing session: Compulsory site briefing will be held on the 13th October 2026

<https://teams.microsoft.com/meet/366645008704082?p=mwvDLv6AnQ7rNpvuDI>

Meeting ID: 366 645 008 704 082

Passcode: yU2fq7PV

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:	MLRF227/26	CLOSING DATE:	28 October 2026	CLOSING TIME:	11:00
THE APPOINTMENT OF A SERVICE PROVIDER TO MANAGE THE MLRF/DFFE FLEET OF FISHERIES PROTECTION AND RESEARCH VESSELS FOR A PERIOD OF FIVE (5) YEARS.					
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GROUND FLOOR, FORETRUST BUILDING					
MARTIN HAMMERSCHLAG WAY					
FORESHORE, CAPE TOWN, 8001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Pamela Mtintelwa		CONTACT PERSON	Ms Ncumisa Matiwane	
TELEPHONE NUMBER	066 471 1471		TELEPHONE NUMBER	073 164 6415	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MLRFtenders@dfpe.gov.za		E-MAIL ADDRESS	MLRFtenders@dfpe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES ☐ NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."	

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**

Select the applicable option

Tenders ☐Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no

VAT registration no

SDL ref no

Customs code

UIF ref no

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

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
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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.: MLRF227/26

CLOSING TIME 11:00

CLOSING DATE: 28 October 2026

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM CURRENCY NO INCLUDED)	DESCRIPTION	BID PRICE IN RSA
		**(ALL APPLICABLE TAXES

THE APPOINTMENT OF A SERVICE PROVIDER TO MANAGE THE MLRF/DFFE FLEET OF FISHERIES PROTECTION AND RESEARCH VESSELS FOR A PERIOD OF FIVE (5) YEARS.

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.

Name of Bidder:

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.**

- 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 – THE MARINE LIVING RESOURCE FUND

Contact person: Ms. Ncumisa Matiwane & Ms. Pamela Mtintelwa
 Contact Number: 066 471 1471 / 073 164 6415
 E-mail: MLRFTENDERS@DFFE.GOV.ZA

Name of Bidder:

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 2022

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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	4	N/A		N/A
50% women ownership	2	N/A		N/A
Youth ownership	2	N/A		N/A
Disability	2	N/A		N/A
Non- compliant contributor	0	N/A		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:	
	
	
	

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.

Foretrust Building, Martin Hammerschlag Way, Foreshore, Cape Town, 8001 or Private Bag X2, Vlaeberg, 8018.

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 or alternatively an account confirmation letter from the bank can be submitted.

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	☐	☐					
	VAT REGISTRATION NO.							
CONTACT DETAILS	ID NO.							
	DEPARTMENT NAME							
	PERSAL NO. *							
* For employees only								
STREET / PHYSICAL ADDRESS								
POSTAL ADDRESS								
BUSINESS TELEPHONE No.					DIALLING CODE			
					DIALLING CODE			
DETAILS OF FINANCIAL INSTITUTION FOR ELECTRONIC BANKING TRANSFERS:								
BANK NAME: _____								
BRANCH NAME & CITY/TOWN _____								
BRANCH NUMBER/CODE _____								
ACCOUNT NUMBER _____								
ACCOUNT TYPE ☐ CURRENT ☐ SAVINGS ☐ TRANSMISSION ☐								
BANK DATE STAMP (NOT REQUIRED IF ACCOUNT CONFIRMATION LETTER SUBMITTED)								
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/four 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 (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, 53 OF 2003 (B-BBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT 5 OF 2000 ("PPPF") AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

TERMS OF REFERENCE

MLRF227/26 TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO MANAGE THE MLRF/DFFE FLEET OF FISHERIES PROTECTION AND RESEARCH VESSELS FOR A PERIOD OF FIVE (5) YEARS.

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1. PURPOSE

The Marine Living Resources Fund a Schedule 3A Public Entity 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 ("Department"/ "DFFE") and the Minister of Forestry, Fisheries and the Environment ("Minister") in the exercise of their mandate and functions under the provisions of the Marine Living Resources Act, 18 of 1998 ("MLRA") require the services of a suitable service provider/s to manage the fleet of four (4) fisheries protection and two (2) research vessels for a period of 5 years.

2. INTRODUCTION AND BACKGROUND

- 2.1. The MLRF/DFFE has a fleet of four (4) fisheries protection vessels and two (2) fisheries research vessels (collectively referred to as the vessels).
- 2.2. The fisheries protection vessels include the offshore protection vessel *Sarah Baatman*, and the inshore protection vessels *Ruth First*, *Lilian Ngoyi* and *Victoria Mxenge*. These vessels conduct patrols, inspections at sea, and marine pollution control across the entire Exclusive Economic Zone (EEZ), while the *Sarah Baatman* may also operate in the Southern Ocean and the EEZ around the Price Edward Islands, and may also engage in joint patrols in the SADC region. Operations are 24/7 in nature. Fisheries patrol operations are under the instruction of the DFFE.
- 2.3. The fisheries research vessels include the *Africana* and the *Ellen Khuzwayo*. These vessels conduct fisheries research surveys across the entire EEZ, and may also conduct research in the SADC region and the Indian Ocean, while the *Africana* may also conduct research in the Southern Ocean and at Antarctica. Research activities include acoustic surveying, demersal and pelagic trawling, and overside deployments of scientific equipment (such as oceanographic equipment, grab samplers, dredges, camera equipment, etc.). Research operations may also be 24/7 in nature. Research operations are under instruction of the DFFE.
- 2.4. The vessels are required to conform to all South African Maritime Safety Authority (SAMSA), International Convention for Safety of Life at Sea (SOLAS), International Convention for the Prevention of Pollution from Ships (MARPOL), International Convention on Standards of Training, Certification and Watch-keeping for Seafarers (STCW), and Class Society regulations and all relevant Government policies and regulations, and must conform to the highest level of safety assurance.
- 2.5. The details relating the fleet as follows:

Vessel	Date of Build	LOA (m)	GRT	Function	SAMSA Class
<i>Africana</i>	1982, mid-life refit 2000, engine replacement 2024	78	2471	Research	Class VII
<i>Ellen Khuzwayo</i>	2007	43	605	Research	Class VII

<i>Sarah Baartman</i>	2004	83	1875	Protection	Class VII
<i>Lilian Ngoyi</i>	2004	47	329	Protection	Class VII
<i>Ruth First</i>	2005	47	329	Protection	Class VII
<i>Victoria Mxenge</i>	2006	43	329	Protection	Class VII

3. OBJECTIVE

The objective of this Terms of Reference is to appoint a suitable independent service provider/s that meets the requirements to provide management services for the fleet of four (4) fisheries protection vessels and two (2) research vessels for a period of 5 years. This service is required so that the MLRF/DFFE is able to fulfil its mandate for the proper management and protection of South Africa's marine living resources.

4. SCOPE AND EXTENT OF WORK

The functions which are required from the service provider will include:

4.1. General duties

4.1.1. The fisheries research vessels serve as floating platforms to enable the research personnel of the MLRF/DFFE to gather information on a wide variety of marine resources and their environment. This information, inter alia, along with those captured on commercial vessels, is used to determine resource size, ecosystem health and ultimately Total Allowable Catches. These vessels therefore play a vital role in the management of South Africa's marine living resources. The fisheries research vessels conduct operations during both day and night.

4.1.2. The fisheries protection vessels are used to primarily convey the Fishery Control Officers to the fishing grounds to enable them to enforce the provisions of the MLRA. This may necessitate the transfer of Fishery Control Officers to other (fishing) vessels by use of inflatable boats that are manned and skippered by Fishery Control Officers. The fisheries protection vessels conduct operations by both day and night.

4.2. Security, Confidentiality and Information Security

4.1.1. The operations of the fisheries protection vessels are by their nature sensitive. The crew will be required to sign non-disclosure agreements and undergo security vetting and may be required to undergo polygraph testing in relation to fisheries protection vessel operations.

4.1.2. The Service Provider shall implement and maintain strict confidentiality and information security protocols in respect of:

- (a) fisheries patrol operations;
- (b) surveillance activities;
- (c) vessel movements;

- (d) fisheries intelligence;
- (e) enforcement operations;
- (f) scientific and research data;
- (g) compliance inspections; and
- (h) any information classified by the MLRF/DFFE.

- 4.1.3. All personnel deployed under this contract, including subcontractors, shall sign confidentiality and non-disclosure agreements prior to commencement of duties.
- 4.1.4. The Service Provider shall ensure that confidential information is not disclosed, shared or used for personal, commercial or third party benefit.
- 4.1.5. The MLRF/DFFE reserves the right to conduct its own security vetting and background screening of key personnel assigned to the contract.

4.2. Manning

The Vessel Manager is expected to provide manning for the vessels in accordance with the requirements set by SAMSA for each vessel type. In instances where specialised fisheries surveys are to be undertaken, the Vessel Manager may be expected to source and provide suitably qualified crew (such as fishing masters) within the scope of the service.

The manning levels for each vessel are as follows:

Africana

Manning scale	Minimum safe manning	Operational manning
Master	1	1
CNO	1	1
2NO	1	1
3NO		1
Chief Engineer	1	1
2EO	1	1
3EO	1	1
4EO		1
Electrician		1
Total Officers	6	9
Bosun		1
Bosun Mate		1
AB	2	4
OS	2	4
Chief Steward		1
Steward		2
Utility Steward		1
Chef	1	1
Cook		1
Catering Assistant		1
Oiler	2	2
Wiper	1	1

Total Ratings	8	20
Total	14	29

Ellen Khuzwayo

Manning scale	Minimum safe manning	Operational manning
Master	1	1
CNO	1	1
2NO	1	1
Chief Engineer	1	1
2EO	1	1
3EO	1	1
Total Officers	6	6
Bosun		1
AB	2	3
OS	2	2
Steward		1
Chef	1	1
Oiler	1	1
Wiper	2	1
Total Ratings	8	10
Total	14	16

Sarah Baartman

Manning scale	Minimum safe manning	Operational manning
Master	1	1
CNO	1	1
2NO	1	1
Chief Engineer	1	1
2EO	1	1
3EO	1	1
Total Officers	6	6
Bosun		1
AB	2	3
OS	2	1
Steward		1
Utility Steward		1
Chef	1	1
Oiler	1	1
Wiper	2	2
Total Ratings	8	11
Total	14	17

Manning scale	Minimum safe manning	Operational manning
Master	1	1
CNO	1	1
Chief Engineer	1	1
2EO	1	1
Total Officers	4	4
Bosun		1
AB	2	2
OS	1	1
Cook	1	1
Catering Assistant		1
Oiler	1	1
Wiper	1	1
Total Ratings	6	8
Total	10	12

4.3. Areas of operation & duration of voyages

4.3.1. The research vessels operate out of national and international ports and sail according to pre-determined sailing schedules drawn up by the Chief Directorate: Fisheries Research and Development. Sailing schedules consist of:

- (a) An annual research survey schedule normally published in January, for the financial year commencing in April.
- (b) Sailing Orders are issued approximately ten days prior to sailing and contain full details of all work to be undertaken, including but not limited to the area of operation and scientific/technical personnel involved.
- (c) Ad hoc and specialised research surveys commissioned as and when required.
- (d) The *Africana* normally operates within the EEZ but may also undertake occasional research surveys to the Southern Ocean and Antarctica. An average research survey usually lasts between 5 and 54 days on the *Africana*, and from 5 to 21 days on the *Ellen Khuzwayo*.
- (e) Both of the Fisheries Research vessels occasionally undertake charters to other research organisations or to private users. The MLRF/DFFE may engage in *ad hoc* charter arrangements with a third party. Such charters form part of the vessels normal programme. Both research vessels may carry out research voyages in the SADC Region.
- (f) It is also necessary from time to time to carry out trial voyages, with or without research personnel on board.

4.3.2. The fisheries protection vessels normally operate out of Cape Town, but the three inshore vessels are often deployed to other South African ports for extended periods. The inshore vessels may be required to operate within the SADC region and this may require an additional Engineering Officer. The offshore fisheries protection vessel *Sarah Baartman* is usually based in Cape Town, but undertakes patrols throughout the

SADC region and into the Southern Ocean and/or any other area of deployment. An average voyage for the inshore vessels usually lasts up to 15 days and for the offshore vessel usually lasts up to 21 days. Sailing Orders for the fisheries protection vessel are issued at short notice, generally one day, given its sensitivity in nature and contain full details of all work to be undertaken, including but not limited to the area of operation and Fishery Control Officers involved.

4.4. Nature of voyages

- 4.4.1. Research voyages vary widely. Vessels generally operate on a 24 (twenty four) hour per day basis. The Chief Scientist devises a pre-determined grid of stations for sampling, and after consultation with the Master this will form the basis of the vessel's passage. However, the very nature of the work requires considerable flexibility, and changes in strategy and work priorities are part of an on-going process throughout each voyage. Close teamwork is therefore required between officers and scientists, as well as scientists and crew. Besides assisting researchers with the deployment and retrieval of equipment, the deck crew is required to assist in the sorting of fish catches.
- 4.4.2. The type of work carried out by the research vessels generally falls into the following categories:
- (a) Stopping the ship and maintaining position whilst lowering probes to the depths of up to 6 000 metres. This requires constant diligence and propulsion system manipulation by the officer on watch to ensure that the sampling cable remains vertical.
 - (b) Slowing down the vessel to deploy research nets, traps, buoys, long lines amongst other and similarly retrieving the gear some hours later.
 - (c) Slowing down the vessels to deploy demersal and pelagic trawls. The trawling is carried out by a Fishing Master in consultation with the Chief Scientist, based on predetermined areas decided the evening prior to the day's work. Pelagic trawls are done on an *ad hoc* basis as requested by researchers operating the scientific hydro acoustic systems. These operators will request the officer of the watch to slow the vessel and the Fishing Master will deploy the trawl on a specific course. During the actual trawling, direction of these operations is the responsibility of the acoustics watch keeper. Such operations are done with due regard to the safety of the vessel, for example, distances from the shore, traffic, amongst other things.
 - (d) Conducting hydro acoustic surveys, steaming a fixed grid at a constant speed. The grid will occasionally be broken to undertake other research operations.
 - (e) Retrieving and redeploying oceanographic instruments moored on the seabed.
 - (f) Being mother ship to the operations conducted from inflatable boats, for example, seal sampling, diving operations, calibrations, amongst other things.
 - (g) During all the above operations, researchers require regular access to the bridge.
- 4.4.3. The fisheries protection vessels voyages are determined by the objectives of the Chief Directorate: Monitoring, Control and Surveillance and deemed as highly classified.
- 4.4.4. The vessel Master's local knowledge is of paramount importance as he/she is frequently required to manoeuvre the vessel in close proximity to the shore to investigate other vessels in the

process of catching fish. It is often necessary to board these vessels, and boarding is conducted by the Fishery Control Officers.

- 4.4.5. Patrol voyages vary widely and vessels generally operate on a 24 hour per day basis. It must be stressed that the very nature of their duties requires fisheries protection vessels to work irregular hours/shifts in a similar manner to other law enforcement officers. Good communication between the fisheries protection vessels and the Fishery Control Officers on board is essential, and seamanship of a high standard is a prerequisite for a successful operation. This applies particularly to the boarding of vessels on the high seas.
- 4.4.6. On occasion, the vessels participate in combined operations, which would include the use of other vessels or aircraft. These combined or joint operations will include working with other local and international law enforcement agencies.

4.5. The role of Master, officers and crew

- 4.5.1. The Master, officers and crew are expected to conduct themselves in accordance with the best practice of seamen whilst on board the vessels. The specialised nature of the research vessels and the nature of the service expected of them demands that the personnel who man them shall do so to the standard as set by the MLRF/DFFE.
- 4.5.2. Apart from safety, the Master's prime commitment is to the Chief Scientist and his or her team in order to facilitate the aims and objectives of the research programme. It is imperative that the Master and his/ her crew are aware themselves of the requirements of the scientists, as a mutual appreciation of each other's responsibilities is essential to the successful operation of the ship and to the purpose of the particular voyage.
- 4.5.3. On *Africana* a Fishing Master with a Bosun leading the deck team carries out all demersal (bottom) trawling. On certain trawling surveys work takes place on a 24 hour basis. Deployment of the trawling gear is shared by two Fishing Masters. The Fishing Master, Bosuns and deck crew are all required to repair nets as and when required. The deck crew are expected to assist with sorting of catches on deck.
- 4.5.4. On the *Ellen Khuzwayo* the Master is expected to assist with the deployment of traps and longline gear. The deck crew assists with sorting the catch on deck, and preparing the fishing gear for redeployment.
- 4.5.5. With the deployment of scientific gear over the ship's side or stern, suitably trained Bosuns are required to operate the scientific winches and davits under the supervision of the scientist on watch.
- 4.5.6. It is, however, clearly understood by all that throughout scientific operations the Master is solely responsible for the safety and wellbeing of the ship and the personnel, and at no time is he/she expected to compromise safety in order to meet the requirements of the Chief Scientist.

4.5.7. Although the aims and objectives of the fisheries protection vessels are substantially different to those of the fisheries research vessels, the role of the vessel's personnel is nevertheless similar to that of their research ship counterparts.

4.5.8. The launching of the Rigid Hull Inflatable Boats (RHIB) or Fast Rescue Craft (FRC) shall be carried out by the Master and officers. However the operation thereof is the responsibility of the Fisheries Control Officer. The Master and crew have the same responsibility to the Fishery Control Officers in much the same way as the Master, officers and crew of a research ship have to the scientists. The professional judgement of the Master regarding safety during fishery patrols is of paramount importance.

4.6. The role of the scientists and Fishery Control Officers

4.6.1. The scientific team on-board a research ship comprises the Chief Scientist, Project Leaders and scientific support staff. Included in the team are the technicians responsible for maintaining the electronic/ computer systems onboard. The Chief Scientist will act as link with the vessel Master.

4.6.2. The Chief Scientist is responsible for directing all overside operations. Trawling is carried out by the Fishing Master and all winch operations are carried out by the crew in deploying and retrieving equipment. The sorting and processing of all fish landed is the responsibility of the research staff with assistance from the crew.

4.6.3. The Chief Marine Conservation Inspector and/or the team leader for the Fishery Control Officers will liaise with the vessel Master and will direct all relevant inspections to ensure that the requirements of the Marine Living Resources Act and relevant Regulations are being complied with. The Chief Marine Conservation Inspector and/or the team leader for the Fishery Control Officers will direct the Master as to the movement of the vessel and what actions will be required, but the Master has the responsibility of ensuring that the safety of the vessel is never put at risk.

4.7. Communications:

4.7.1. It is essential that there be close communication between the Master and the Chief Scientist at all times. Regular communications in the form of progress reports (Sitreps) between the Master and the Vessel Manager are maintained by means of daily emails or other means.

4.7.2. There must be close communication between the Master and the Chief Marine Conservation Inspector at all times. This is in the form of daily briefings to achieve operational objectives

4.8. Voyage Preparation and Wash-up Meetings

4.8.1. Research Vessels: Prior to every voyage, the Chief Scientist will provide approved sailing instructions (Sailing Orders) which will form the basis of all activities conducted during the course of a survey. Prior to sailing, the research staff loads their equipment with the assistance of the ship's crew. At the completion of every voyage there will be a wash-up meeting.

4.8.2. Fisheries Protection Vessels: Prior to every voyage, the Director/Deputy Director will provide a briefing session on board the vessel. The Chief Marine Conservation Inspector will provide

approved sailing instructions (Sailing Orders) which will form the basis of all activities conducted during the course of a patrol. The Director/Deputy Director will attend to a debriefing session.

4.9. Victuals

The vessel manager will be required to ensure appropriate and sufficient victuals, including drinking water, on board the vessels for each deployment. This include the provision of three (3) reasonable and decent meals per day and adequate drinking water for all personnel on board.

4.10. Reporting

4.10.1. The Master and Chief Engineer are required to submit a summary of events during the course of a voyage in the form of a Voyage Report. As well as providing a brief day to day summary of the progress, details of extra-ordinary events are given. In the case of the Chief Engineer's report a record of plant and equipment performance is given together with details of fuel and lubricant consumption amongst others. The Master is to submit a daily SITREP by noon on the fisheries research vessel daily activity to the relevant MLRF/DFFE Operations Manager.

4.10.2. The Master and Chief Engineer are required to submit a voyage report at the end of each fishery patrol to the MLRF/DFFE Operations Manager. The Master is to submit a daily SITREP by noon on the fisheries protection vessel daily activity to the relevant MLRF/DFFE Operations Manager.

4.11. Maintenance procedures and refits

4.11.1. All the vessels are subject to regular SAMSA and Class Society surveys. Maintenance schedules are compiled in consultation with the relevant MLRF/DFFE Operations Managers.

4.11.2. All operations, maintenance and repair work will be in compliance with the original manufacturer specifications.

4.12. Vessels Standard Operating Procedures

A set of Standard Operating Procedures for MLRF/DFFE staff, crew and guests are to be adhered to. These are intended to set out the operating procedures and structure on-board the vessels and serve as a basis for interaction between ship's personnel, MLRF/DFFE personnel and guests. Copies are to be made available on request. Indemnity forms are to be completed by guests visiting and sailing with the vessels.

4.13. Specialised systems and equipment

4.13.1. The laboratories on the two research vessels contain permanently installed data capture and processing systems. This equipment includes sensors mounted elsewhere on the vessel, for instance, echo sounder transducers and temperature sensors amongst others. Such systems are installed for the use of research staff and therefore are the responsibility of this staff. Certain echo sounders and sonar equipment on the bridge of the research vessels also fall into this category, but use is shared between research staff and officers.

4.13.2. Specialised equipment on the fisheries protection vessels includes surveillance equipment (such as FLIR cameras, DVR's, night sights, cameras and digital recording cameras), fish measuring devices, and high speed chase boats. Fishery Control Officers/ Law Enforcement Officers may

join the patrol vessels with issued fire-arms. The Master will be made aware of this and will be included in the safety planning for the voyage. The *Sarah Baartman* is equipped with a heli-deck.

4.14. Roles with regards to maintenance

- 4.14.1. The vessels' crew are responsible for the mechanical and electrical maintenance of including but not limited to all scientific winches, davits, cranes, working gear, and these items are therefore classified as ships' equipment. With respect to the laboratories, the crew is responsible for general maintenance of electrical equipment, water supplies, air conditioning and routine cleaning. Other scientific spaces such as sonar compartments are also the responsibility of the crew.
- 4.14.2. Notwithstanding the role of the Vessel Manager on the maintenance of equipment, the MLRF/DFFE Electronic Workshop Services (EWS) group will be on-board as required as part of the Chief Scientist's team. Monthly checks are made on all laboratory and winch systems, in consultation with vessel personnel. The EWS responsibilities for the scientific winches are limited to conductor cables and slip rings. The maintenance of the workboats will be the responsibility of the Vessel Manager.
- 4.14.3. The Vessel Manager will be responsible for the maintenance of all equipment onboard the fisheries protection vessels. The maintenance of the workboats will be the responsibility of the Vessel Manager.

4.15. Berthing space

The MLRF/DFFE requires berthing space in Cape Town for the vessels, and occasionally in other ports around the country.

4.16. Workboats

Both the research vessels and the fisheries protection vessels are equipped with workboats. The vessel manager will be responsible for deployment and retrieval of workboats during operations. The vessel manager will also be responsible for all aspects of the maintenance of the workboats, and ensure that these are operational at all times.

4.17. Net and gear store

The vessel manager will be responsible for maintaining and repairing fishing gear and research equipment and manning of the net and gear store in Paarden Island.

4.18. Specialised skills

The vessel manager may from time to time be required to recruit specialised skills, such as fishing masters.

4.19. Small craft fleet

The Vessel Manager will be responsible for assisting with maintenance and annual safety surveys for the MLRF/DFFE's fleet of small craft not associated with the fisheries research and patrol vessels.

4.20. Seized or arrested vessels

The Vessel Manager will be required to assist the MLRF/DFFE with regards to vessels seized or arrested during fisheries patrol operations. Such assistance will include access to vehicles with towing capacity of vessels, berthing of vessels, and ensuring safety and husbandry of crew on those vessels in a recognised commercial port.

4.21. Procurement

The Vessel Manager will be required to ensure that procurement follows their own procurement procedures, which must be aligned with and compliant with applicable public sector procurement legislation and regulations, and the bidder shall remain fully accountable for any non-compliance.

Procurement must be sufficiently flexible to ensure efficient and effective vessel maintenance, repair and operations.

4.22. Access to finance

The Vessel Manager may from time to time be required to have access to emergency finance to cover the costs of vessel repair, maintenance and operations. This is to ensure continuity of operations under emergency situations.

4.23. Insurance

The Vessel Manager will be required to ensure that the vessels are insured at all times.

4.24. Estimated utilisation & fuel consumption

4.24.1. Utilisation requirements

The following are the estimated maximum levels of utilisation of the vessels:

Vessel	Sea days per annum
<i>Africana</i>	180
<i>Ellen Khuzwayo</i>	150
<i>Sarah Baartman</i>	100
<i>Lilian Ngoyi</i>	120
<i>Ruth First</i>	120
<i>Victoria Mxenge</i>	120

4.24.2. Fuel consumption

The following are the estimated fuel consumption rates. Please note that these consumption rates are for days at sea at normal operating conditions, and may vary depending on the nature of the operations being conducted.

Vessel	Estimated fuel consumption per sea day (tons)
<i>Africana</i>	8
<i>Ellen Khuzwayo</i>	3
<i>Sarah Baartman</i>	10
<i>Lilian Ngoyi</i>	6

<i>Ruth First</i>	6
<i>Victoria Mxenge</i>	6

5. INDEPENDENCE AND CONFLICT OF INTEREST

5.1 Due to the sensitive nature of fisheries protection, compliance monitoring and fisheries research operations, the appointed Service Provider, including its directors, shareholders, beneficial owners, subcontractors, key personnel and associated entities, must remain independent and free from any actual, potential or perceived conflict of interest in relation to the fishing industry.

5.1. The Service Provider must disclose any direct or indirect financial, commercial, advisory or beneficial interest in:

- (a) fishing right holders;
- (b) fishing vessels;
- (c) fishing vessel management companies;
- (d) fish processing establishments;
- (e) fishing cooperatives;
- (f) fisheries consultants or legal representatives acting on behalf of fishing entities; or
- (g) any entity involved in commercial exploitation of marine living resources.

5.2. The MLRF/DFFE reserves the right to disqualify from the bidding process or terminate the appointment of any bidder where a conflict of interest is identified or unable to be sufficiently mitigated.

6. COMPLIANCE HISTORY AND ABSENCE OF INVOLVEMENT IN ILLEGAL, UNREPORTED AND UNREGULATED (IUU) FISHING

6.1. The bidder, associated entities, managed vessels, directors, beneficial owners and any personnel of the service provider must not have been implicated in Illegal, Unreported and Unregulated (IUU) fishing activities, or transgressions of the MLRA or any Regional Fisheries Management Organisation (RFMO), and must be fully disclosed and determined by the MLRF/DFFE not to constitute a material risk.

6.2. The MLRF/DFFE reserves the right to exclude bidders which have been identified as having been involved in IUU fishing or substantial transgressions of the MLRA. Bidders will be excluded if one or more of the following apply:

- (a) Any vessel managed by the bidder from 2010 until to date has appeared or does appear on the IUU list of any RFMO
- (b) MLRA contraventions by the bidder or any of its Directors, Trustees, Senior Management, Shareholders or Members (where such shareholding or members interest exceeds 10%) or Skippers:
 - i. has entered into a plea bargain in terms of section 105A of the Criminal Procedure Act, Act 51 of 1977, for a contravention of the MLRA, the regulations, or permit conditions and subjected to sentencing of imprisonment without the option of a fine;
 - ii. has been convicted with more than two contraventions and subjected to sentencing exceeding R5 000 or imprisonment without an option of the fine; or
 - iii. has had a fishing right or permit cancelled or revoked.

6. EXPECTED DELIVERABLES/ OUTCOMES

- 6.1. Two (2) fisheries research vessels and four (4) fisheries protection vessels fully operational.
- 6.2. All vessels compliant with safety and Class Society requirements, and insured at all times.
- 6.3. Surveys and patrols conducted according to schedule.
- 6.4. Routine/ planned maintenance conducted according to schedule.
- 6.5. Unforeseen maintenance/ repairs, including emergency repairs, completed timeously and within agreed timeframes.
- 6.6. Appropriate berthing for vessels.
- 6.7. Scientific equipment and net and gear store maintained.
- 6.8. Small craft with valid SAMSA safety certificates.
- 6.9. Seized or arrested vessels and their crews appropriately accommodated.

7. VIRTUAL COMPULSORY BRIEFING SESSION

To ensure that service providers understand what is required from them about this tender, attendance of a compulsory briefing session is required. The briefing session will be as follows:

- 20th of October 2026 at 10h00

The link for the session can be requested via e-mail:

Name	Email address
Ms. N Matiwane	MLRFtenders@dffe.gov.za
Ms. P Mtintelwa	

*Bidders should use "MLRF227/26: Briefing Session" as the subject of the email requesting the link for the briefing session.

8. PERIOD / DURATION OF APPOINTMENT

The appointment will be for a period of five (5) years, commencing 01 November 2026.

9. COSTING / COMPREHENSIVE BUDGET

- 9.1. Bidders must complete SBD3.3 by separating pricing into fixed and variable components.
- 9.2. Fixed costs will include all costs other than fuel.
- 9.3. Variable costs will include fuel costs estimated using the fuel price at the time of preparation and submission of the bid.
- 9.4. The total bid price (ceiling price) will be the sum of the fixed and variable costs for the first year (12 months) of the contract.

- 9.5. The fixed and variable costs must be provided on the SBD3.3 form for the first year of the bid only.
- 9.6. Annual escalation for the fixed costs will be calculated using an annual CPIX adjustment, and agreed between the MLRF/DFFE and the service provider on an annual basis.
- 9.7. Annual escalation for the variable costs will be calculated using a fuel price adjustment, and agreed annually between the MLRF/DFFE and the service provider on an annual basis.
- 9.8. The DFFE/MLRF reserves the right to decrease or increase the total annual price depending on budget availability.
- 9.9. Prices quoted must be VAT inclusive.
- 9.10. The MLRF reserves the right to appoint and negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including prices without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).

10. EVALUATION METHOD

11.1. The evaluation for this bid will be carried out in five (5) phases:

- Phase 1: Pre-compliance
- Phase 2: Mandatory requirements
- Phase 3: Functionality evaluation
- Phase 4: Due-Diligence
- Phase 5: Price and Specific Goals

11.2. PHASE 1: PRE-COMPLIANCE OR INITIAL SCREENING

11.2.1. During this phase bid documents will be reviewed to determine the compliance with Supply Chain Management Standard Bidding Documents and any other required returnable, tax matters and whether the Central Data Base (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.

11.2.2. 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 and CSD summary	**NO

Item No.	Administrative Requirements	Check/Compliance	Non-submission may result in disqualification?
		report	
3	SCM - SBD 3.3 – Pricing Schedule	Completed and signed	*YES
4	SCM – NEW SBD 4 - Declaration of Interest	Completed and signed	*YES
5	SCM - NEW SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed.	**NO
6	In case of bids where Consortia / Joint Ventures, Consortia agreement signed by both parties must be submitted with bid proposal	Joint Venture agreement completed and signed, if applicable	*YES
7	Conflict of interest declaration	Completed and signed declaration disclosing all direct and indirect interests in the fishing industry, as indicated in Section 5 of this document	*YES

****NO** – MLRF/DFFE reserves the right to send a request for information (RFI) to a service provider in the event of non-submission or unclear or incomplete documentation and request a response within seven (7) days after the date of sending the RFI. If the document is not submitted or completed in full after the seven (7) days period, the MLRF/DFFE will reject proposals and these will not be further evaluated for Phase 2.

11.3. PHASE 2: MANDATORY REQUIREMENTS

11.3.1. The following table must be completed by the bidder by answering **YES** or **NO** and attaching the required proof.

11.3.2. Only bidders who achieve a **"YES"** for all mandatory requirements will proceed to Phase 3 for Functionality Evaluation.

CRITERIA	REQUIRED PROOF (must be provided)	COMPLY: YES OR NO
Demonstrated experience in managing ships	Document of Compliance (DOC) from Flag State Authority or recognised organisation (e.g. Classification Society) on behalf of the flag state certifying that the company is a recognised vessel management agent	
Standards of Training, Certification and Watchkeeping (STCW) compliance	Safe manning certificate for vessel/s currently managed. Report must be no older than 2 years (Provide for a maximum of 3 vessels)	
1 x Designated Person Ashore (DPA)	DPA Certificate for the Designated Person Ashore (DPA)	
2 x Superintendents with rank of at least Chief Navigational Officer or Second Engineer	Certificates of Competence for the 2 Superintendents	
No involvement in Illegal, Unreported and Unregulated (IUU) fishing - Any vessel managed by the bidder must not be on any RFMO IUU list - Bidder and its owner/s and director/s and key personnel (Designated Person Ashore and the two Superintendents) must not have prior convictions under the MLRA as per Section 6 of this document	- List of all vessel names managed by the bidder from 2010 until to date - Copies of IDs of: - owner/s; and - director/s; and - key personnel (Designated Person Ashore and the two Superintendents)	

11.3.3. MLRF/DFFE reserves the right to send a request for information (RFI) to a service provider in the event of non-submission or unclear or incomplete document and request a response within seven (7) days after the date of sending the RFI. If the document is not submitted or completed in full after the seven (7) days period, the MLRF will reject proposals and these will not be further evaluated for Phase 3.

11.4. PHASE 3: FUNCTIONALITY EVALUATION

11.4.1. Bidders must achieve a minimum score of 70% for functionality. Only bidders who achieve a minimum of 70% for functionality will proceed to Phase 4 (Due Diligence) and Phase 5 (Price and Specific Goals) evaluation.

11.4.2. Functionality evaluation will be scored as follows:

Criterion		Score
1. Years of experience in managing large (>30m LOA) vessels (any type) Evidence required: Document of Compliance (DOC) from Flag State Authority or recognised organisation (e.g. Classification Society) on behalf of the flag state certifying that the company is a recognised vessel management agent	None, or no evidence provided	0
	1-2 years	1
	3-4 years	2
	5-6 years	3
	7-8 years	4
	>8 years	5
2. Experience of Designated Person Ashore (DPA) Evidence required: DPA Certificate and Certificate of Competence	None or no evidence provided	0
	Rank of Chief Navigational Officer or Second Engineer plus less than 1 year experience as a DPA	1
	Rank of Chief Navigational Officer or Second Engineer plus more than 1 year of experience as DPA	2
	Rank of Master Mariner or Chief Engineer plus more than one year but less than 2 years of experience as a DPA	3
	Rank of Master Mariner or Chief Engineer plus more than 2 years and less than 3 years of experience as a DPA	4
	Rank of Master Mariner or Chief Engineer plus 3 or more years of experience as a DPA	5
3. Experience of Superintendent A Evidence required: Certificate of Competence of Superintendent A	None or no evidence provided	0
	Less than 1 year of experience as Superintendent	1
	More than 1 year but less than 2 years of experience as Superintendent	2
	More than 2 years but less than 3 years of experience as Superintendent	3
	More than 3 years but less than 4 years of experience as Superintendent	4
	4 or more years of experience as Superintendent	5
4. Experience of Superintendent B Evidence required:	None, or no evidence provided	0
	Less than 1 year of experience as Superintendent	1

Certificate of Competence of Superintendent B	More than 1 year but less than 2 years of experience as Superintendent	2
	More than 2 years but less than 3 years of experience as Superintendent	3
	More than 3 years but less than 4 years of experience as Superintendent	4
	4 or more years of experience as Superintendent	5
5. Financial capability of Service Provider (as an individual company or as a Joint Venture) to implement the project Evidence required: Evidence on issuing institutions's letterhead of bank or other credit rating, working capital or access to debt or other relevant proof.	None, or no evidence provided	0
	Working capital or access to debt of <R5m	1
	Working capital or access to debt of R5-9m	2
	Working capital or access to debt of R10-14m	3
	Working capital or access to debt of R15-19m	4
	Working capital or access to debt of >R20m	5

11.4.3. MLRF/DFFE reserves the right to send a request for information (RFI) to a service provider in the event of non-submission or unclear or incomplete document and request a response within seven (7) days after the date of sending the RFI. If the document is not submitted or completed in full after the seven (7) days period, the MLRF will reject proposals and these will not be further evaluated for Phase 4.

11.5. PHASE 4: DUE-DILIGENCE

11.5.1. The MLRF/DFFE shall have the right to inspect the bidders' premises and operations and to request live demonstrations and/or site inspections during the bid evaluation process and to reject bidders that do not comply with the requirements.

11.5.2. Only bid proposals that meet Phases 1, 2 & 3 will be considered to be evaluated for due diligence.

11.5.3. The MLRF/DFFE will perform due diligence on the following areas of the bidders:

- 11.5.3.1. Interview with relevant personnel on items listed in the Evaluation Criteria
- 11.5.3.2. Technical capability
- 11.5.3.3. Crewing and human factors
- 11.5.3.4. Financials
- 11.5.3.5. Compliance and performance.

11.5.4. The MLRF/DFFE reserves the right to conduct integrity screening, compliance verification and background checks on:

- (a) Directors;
- (b) Shareholders;
- (c) Beneficial owners;

- (d) Associated vessels;
- (e) Sub-contractors; and
- (f) Key personnel.

This may include verification against:

- SAMSA records;
- MLRF/DFFE compliance records;
- RFMO IUU vessel lists;
- Criminal records;
- Sanctions databases; and/or
- Prior contractual performance history.

11.5.5. The MLRF/DFFE will communicate the dates to the bidder/s beforehand. Bidders must:

- 11.5.5.1. Provide the MLRF/DFFE with access to their facilities and operations.
- 11.5.5.2. Provide the MLRF/DFFE with the documents that will be required to support management responses on the due diligence questionnaire form. The MLRF/DFFE will indicate the required documents beforehand.
- 11.5.5.3. Have the personnel who will be responsible for the demonstrations that will be required available.
- 11.5.5.4. Have any other information or staff required for the MLRF/DFFE to successfully perform the due diligence.
- 11.5.5.5. Provide the MLRF/DFFE before the date of the due diligence with the contact details of two people that will be contacted on the day of the due diligence.
- 11.5.5.6. Reserve two (2) parking bays for the representative of the MLRF/DFFE.

11.5.6. Bidder/s who do not demonstrate the ability to deliver the required services and the availability of resources will not be evaluated further.

11.6. PHASE 5: PRICE AND SPECIFIC GOALS

- 11.6.1. Only bid proposals that meet Phases 1, 2, 3 and 4 will be evaluated for Price and Specific Goals.
- 11.6.2. The preference point system applicable for this bid is 90/10.
- 11.6.3. The following preference point system will be followed to advance the categories of persons:
 - (a) Black ownership
 - (b) Women ownership
 - (c) Youth ownership
 - (d) People with disabilities.
- 11.6.4. For contracts with a Rand value above R50 000 000, a maximum of 10 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 90 points for price.
- 11.6.5. The applicable formula to be used is $P_s = 90[1 - (P_t - P_{min})/P_{min}]$. Provided:
 - (a) P_s = Points scored for the price of the tender under consideration.
 - (b) P_t = Price of tender under consideration; and
 - (c) P_{min} = Price of the lowest applicable tender.
- 11.6.6. A total of 10 points may be awarded to a tenderer as follows:
 - (a) 10 Points: if the Bidder has more than 50% (fifty percent) of Black people, Women, Youth or people with disabilities.

- (b) 0 Points: for 50% and below ownership by stipulated categories of persons.
- 11.6.7. The bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document. However, a contract may be awarded to a tenderer that did not score the highest points by section 2(1) of the PPPFA.
- 11.6.8. A maximum of 10 Points will be allocated for specific goals as follows:

A.	PRICE	90
B.	Specific Goal	Number of points (10)
	51% black ownership	4
	50% women ownership	2
	Youth ownership	2
	Disability	2
	Non-compliant contributor	0

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

- 11.6.9. For service providers to claim preference points, the following must be adhered to:
- Submit a complete and signed SBD 6.1
 - Submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, an Accredited Verification Agency, or B-BBEE Certificate issued by CIPC, or a sworn affidavit commissioned by the Commissioner of Oaths together with their bids
 - Submit CSD Registration Report or MAAA number
- NB:** Failure on the part of a tenderer to submit proof or documentation stated above in terms of this tender to claim preference points for specific goals with the tender will be interpreted to mean that preference points for specific goals are not claimed.
- 11.6.10. **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 meet functionality requirements will be considered for evaluation on price and specific goals preference points.
- 11.6.11. The 90/10 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 supplier that scores the highest total number of adjudication points per category.

12. BID SUBMISSION REQUIREMENTS

12.1. 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 28th of October 2026. The location of the drop off is: Tender Box, Ground Floor, Foretrust Building, 2 Martin Hammerschlag Way, Cape Town, 8000.

12.2. Bidders must ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:

- 12.2.1. The Service Provider must draft a table of contents which will indicate where each document is located in the proposal.
- 12.2.2. The proposal shall consist of two parts, namely the technical bid (master and 5 copies) and the pricing bid (master and 5 copies).
- 12.2.3. Pricing must be separated into fixed and variable components inclusive of VAT, as indicated in Section 9 of this document.
- 12.2.4. Completed table/checklist of mandatory requirements, as set out in the table in Section 11.3 of this document, indicating whether the service provider complies or not, together with all necessary supporting documents and proof.
- 12.2.5. Standard bidding documents (SBD1, 2, 3.3, 4, and 6.1New) completed and signed.
- 12.2.6. A valid copy of the Tax Clearance Certificate/ Tax Compliance Status Pin issued by SARS to the supplier/copy of the Central Supplier Database (CSD)/ MAAA supplier Number must be submitted together with the bid.
- 12.2.7. 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.
- 12.2.8. Certified copies of identity documents of directors and shareholders of the company.
- 12.2.9. Entity registration Certificate (e.g. CK1).
- 12.2.10. Letter of Authority to sign documents on behalf of the company.
- 12.2.11. BBBEE Certificate/ sworn affidavit.

12.3. TWO-ENVELOPE SYSTEM - INSTRUCTIONS TO BIDDERS

12.3.1. Bidders must submit proposals in **two separate sealed envelopes**:

12.3.1.1. **Envelope 1 – Technical / Compliance Proposal**

12.3.1.2. **Envelope 2 – Financial Proposal**

12.3.1.3. Envelope 2 will only be opened if Envelope 1 meets the minimum functionality threshold.

12.3.1.4. Late or incomplete submissions will not be considered.

12.3.2. Envelope 1 – Technical/ Compliance Proposal

Administrative Compliance

12.3.2.1. Valid Tax Clearance Certificate (SARS)

12.3.2.2. Signed SBD forms and declarations

12.3.2.3. Proof of compliance with statutory requirements

Mandatory Requirements

12.3.2.4. Years of industry experience

12.3.2.5. Compliance with applicable legislation and standards

Functionality / Technical Evaluation

12.4.3.1. Bidders must provide detailed responses as per paragraph 11.4 above.

12.3.3. Envelope 2 – Financial Proposal

Pricing Schedule

12.5.1.1. Complete the attached pricing schedule (SBD 3.3)

12.5.1.2. Provide itemised costs, including VAT

Preferential Procurement Points

12.5.2.1. Submit valid BBEE certificate for scoring under 90/10 system

13. SPECIAL CONDITIONS OF CONTRACT

13.1. The MLRF/DFFE reserves the right not to award the tender.

13.2. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by the MLRF/DFFE.

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

13.4. Travelling costs and time spent or incurred between home and office of the service provider and the MLRF/DFFE office will not be for the account of the MLRF/DFFE.

13.5. Bidders failing to meet all the mandatory requirements will automatically be disqualified.

13.6. Poor or non-performance by the bidder will result in cancellation of the order and the MoA.

13.7. Should the service provider fail to perform, the MLRF/DFFE reserves the right to cancel the appointment of such service provider immediately and without any notice.

13.8. Failure to disclose a conflict of interest, involvement in IUU fishing activities, or a breach of confidentiality obligations shall constitute material breach of contract and may result in:

- (a) Immediate termination of the contract;
- (b) Recovery of damages;
- (c) Blacklisting;
- (d) Referral for criminal investigation; and/or
- (e) Reporting to relevant regulatory or law enforcement authorities.

13.9. All fish caught during research surveys will be deemed to be scientific samples and the service provider, Master/skipper and crew shall have no claim to these catches. Similarly, all confiscated fish will be considered to be evidence, and the service provider, Master/skipper and crew shall have no claim to these confiscated products.

14. PAYMENT TERMS

- 14.1. The MLRF/DFFE 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 until that outstanding information is submitted.
- 14.2. Payment by the MLRF/DFFE shall be made by means of an electronic transfer into the Service Provider's bank account.
- 14.3. Payment requirements
- 14.3.1. The successful Service Provider shall render services to the MLRF/DFFE in accordance with the Project Plan and Project Scope.
- 14.3.2. The amounts are inclusive of VAT and all disbursements shall be paid in South African Rands.
- 14.3.3. The MLRF/DFFE reserves the right to, after consultation with the successful Service Provider, increase, reduce or cancel the budget.
- 14.3.4. 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.
- 14.3.5. The successful Service Provider shall provide the MLRF/DFFE with an original tax invoice for the services rendered. Once the MLRF/DFFE 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.
- 14.3.6. 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
- 14.3.7. The MLRF/DFFE requires that a new order number be raised after 1 April of each of the financial years of the contract period.

15. ENQUIRIES

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

Name	Email address
Ms N Matiwane	MLRFtenders@dfpe.gov.za
Ms. P Mtintelwa	

**Bidders should use "MLRF227/26: Enquiries" as the subject of the email for enquiries.*