



forestry, fisheries  
& the environment

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

## INVITATION TO BID

**BID REFERENCE NUMBER: MLRF196/22**

THE APPOINTMENT OF THE PANEL OF SUPPLIERS TO SUPPLY DELIVER AND ASSEMBLE (WHERE APPLICABLE) MATERIAL AND EQUIPMENT FOR THE WORKING FOR FISHERIES PROGRAMME (WFFP) AND ITS EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

**Contact person:**

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

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

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

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

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

**CLOSING DATE OF THE BID: 31 JANUARY 2023 AT 11H00**

**Briefing session:**

**A compulsory briefing session will be held on the 20<sup>th</sup> of January 2023 (Friday) at 10h00. Link can be requested from [MLRFTENDERS@DFFE.GOV.ZA](mailto:MLRFTENDERS@DFFE.GOV.ZA)**

**MS TEAMS DETAILS ARE AS FOLLOWS:**

**Meeting ID: 360 602 203 272**

**Passcode: Gr2vi7**

**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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	MLRF196/22	CLOSING DATE:	31 January 2023	CLOSING TIME:	11:00
DESCRIPTION	<b>THE APPOINTMENT OF THE PANEL OF SUPPLIERS TO SUPPLY DELIVER AND ASSEMBLE (WHERE APPLICABLE) MATERIAL AND EQUIPMENT FOR THE WORKING FOR FISHERIES PROGRAMME (WFFP) AND ITS EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
GROUND FLOOR, FORETRUST BUILDING					
MARTIN HAMMERSCHLAG WAY					
FORESHORE, CAPE TOWN, 8001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms. Talitha Bikani		CONTACT PERSON	Mr Lwandisa Hoza	
TELEPHONE NUMBER	021-402 3260		TELEPHONE NUMBER	021-402 3708	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MLRFtenders@dffe.gov.za		E-MAIL ADDRESS	MLRFtenders@dffe.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT  <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



**Particulars of tender (If applicable)**

Tender number

Estimated Tender amount R

Expected duration of the tender  year(s)

**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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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.

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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.

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

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

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



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

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

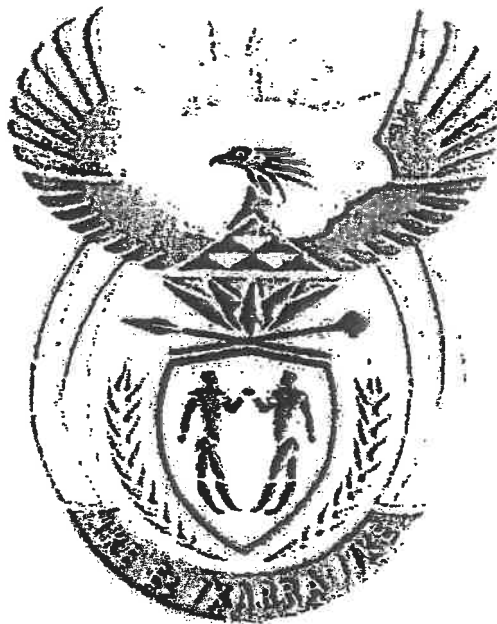
I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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

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

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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

**July 2010**

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

**NOTES**

The purpose of this document is to:

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

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

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

## **TABLE OF CLAUSES**

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

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

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

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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



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

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

**9. Packing**

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

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

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

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

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

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

## 22. Penalties

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

## 23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

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

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

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

Js General Conditions of Contract (revised July 2010)



Foretrust Building, Martin Hamersschlag Way, Foreshore, Cape Town, 8001 or Private Bag X2, ROGGEBAAI, 8012 (FASCMLE NO.021-4023228)

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

<b>DETAILS OF FINANCIAL INSTITUTION FOR ELECTRONIC BANKING TRANSFERS:</b> <b>BANK NAME:</b> <input style="width: 90%;" type="text"/> <b>BRANCH NAME &amp; CITY/TOWN</b> <input style="width: 90%;" type="text"/> <b>BRANCH NUMBER/CODE</b> <input style="width: 15%;" type="text"/> <input style="width: 15%;" type="text"/> <input style="width: 15%;" type="text"/> <input style="width: 15%;" type="text"/> <input style="width: 15%;" type="text"/> <input style="width: 15%;" type="text"/> <b>ACCOUNT NUMBER</b> <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> <input style="width: 10%;" type="text"/> <b>ACCOUNT TYPE</b> <input style="width: 20%;" type="text"/> <input style="width: 20%;" type="text"/> <input style="width: 20%;" type="text"/> <input style="width: 20%;" type="text"/> <input style="width: 20%;" type="text"/>	<b>BANK DATE STAMP (COMPULSORY)</b> <div style="border: 1px solid black; height: 40px; margin: 5px auto; width: 100%;"></div>
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**This authority may be cancelled / changed by giving prior written notice, by way of registered post or facsimile.**

POSITION HELD:

DATE (DD/MM/YYYY):



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

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

THE MARINE LIVING RESOURCES FUND, A SCHEDULE 3A PUBLIC ENTITY ESTABLISHED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999 (ACT NO 1 of 1999) AND THE DEPARTMENT OF FORESTRY, FISHERIES, AND 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, 5 OF 2000 ("PPPF") AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

### **TERMS OF REFERENCE**

**MLRF196/22: THE APPOINTMENT OF THE PANEL OF SUPPLIERS TO SUPPLY DELIVER AND ASSEMBLE (WHERE APPLICABLE) MATERIAL AND EQUIPMENT FOR THE WORKING FOR FISHERIES PROGRAMME (WFFP) AND ITS EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

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## 1. PURPOSE

- 1.1. 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 Environment ("DFFE") aims to appoint a panel of service providers (SPs) to supply deliver and assemble (where applicable) material and equipment to the Marine Living Resources Fund (MLRF) for a period of thirty-six (36) months as and when required.

## 2. INTRODUCTION AND BACKGROUND

- 2.1. To implement the Expanded Public Works Programme (EPWP) funded projects, the Directorate of Working for Fisheries Programme together with other Directorates that will be responsible for the implementation of projects has agreed to appoint a panel of suppliers to supply, deliver, and assemble (where applicable) material and equipment required for the EPWP projects.
- 2.2. The supply chain department is charged with the responsibility of sourcing the services on behalf of the entity. In executing the task, the department is responsible for ensuring that there is maximum competition in the procurement process.
- 2.3. To ensure that user departments of the Department/MLRF have the necessary resources to plan and implement their projects, the supply chain directorate of the entity requires the services of the panel of suppliers to supply, deliver, and assemble (where applicable) material and equipment for the WFFP and its EPWP projects.

## 3. SCOPE AND EXTENT OF WORK

- 3.1. To supply, deliver and assemble (where applicable) materials and equipment to the MLRF upon request for a period of 36 months. The material and equipment to be supplied, delivered, and assembled is in annexure A of these terms of reference (ToR).
- 3.2. Deliver the goods to the address that will be indicated in the order. The delivery address of the goods is indicated in annexure A.
- 3.3. ***Over and above the material listed in Annexure A, the service provider/s may be required to supply, deliver, and assemble any other materials and equipment that will be required by the MLRF for the EPWP projects.***
- 3.4. MLRF seeks to appoint suppliers that will have the resources to supply, deliver and assemble the required goods timeously from the date of issuing purchase orders.
- 3.5. Delivery of the ordered goods must be within 30 days after the issuing of the purchase order.

3.6. The quotes should include delivery costs where applicable

#### 4. PERIOD / DURATION OF APPOINTMENT

- 4.1. The contracts with the appointed panel of Service Providers will run for a period of thirty-six (36) and will commence as agreed in the Memorandum of Agreement (MOA) signed between the MLRF and the members of the panel.
- 4.2. MLRF reserves the right to invite more service providers to be listed as members of the panel after every 12 months from the start date of the bid.

#### 5. COMPULSORY BRIEFING SESSION

- 5.1. 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:
- 20 January 2023 at 10h00 to 12h00
- 5.2. The link for the sessions can be requested via email:

Name	Email address
Lwandisa Hoza	<a href="mailto:MLRFTENDERS@DFFE.GOV.ZA">MLRFTENDERS@DFFE.GOV.ZA</a>
Talitha Bikani	

*\*Suppliers should use "MRLF 196/22: Briefing Session" as the subject of the email of requesting link for the briefing session.*

#### 6. EVALUATION METHOD

- 6.1. The evaluation for this bid will be carried out in three (3) phases:
- Phase 1: Pre-compliance
  - Phase 2: Functionality Criteria

##### 6.2. PHASE 1: Pre-compliance or Initial Screening

- 6.2.1. During this phase bid documents will be reviewed to determine the compliance with Supply Chain Management Standard Bidding Documents (SBD) and any other required returnable, tax matters and whether the Central Supplier 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.

6.2.2. The bid proposals 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 report	**NO
3	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES
4	In case of bids where Consortia / Joint Ventures agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable	*YES

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

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

### 6.3. PHASE 2: Functionality and Technical Criteria

6.3.1. Only bid proposals that meets pre-qualification will be considered to be evaluated on functionality and technical criteria,

6.3.2. The bidder must score a minimum of 65% during Phase 2 (functionality / technical) of the evaluation to qualify to be listed as a member of the panel. Should a bidder score less than 65% on functionality criteria, the bidder will be disqualified.

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

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

PHASE 2				
NO	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
1	Bidder's or company's ability to deliver to the MLRF.	Bidder's or Company's ability to deliver.	Indicator	40
		No successful projects completed covering the criteria within the scope.	0	

PHASE 2				
NO	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	(Attach signed proof in a form of positive reference letters for completed projects including the type of material and equipment supplied and duration)	1 to 2 successful projects completed covering the criteria within the scope.	1	
		3 to 4 successful projects completed covering the criteria within the scope	2	
		5 to 6 or more successful projects completed covering the criteria within the scope.	4	
		6 or more successful projects completed covering the criteria within the scope.	5	
2	The percentage of items in Annexure A that can be supplied and delivered by the service provider.  *Inventory/product list/catalogue should be provided	The percentage of material and equipment items in Annexure A that can be supplied and delivered by the service provider	Indicator	40
		No material and equipment items or less than 10% of the items in annexure A	0	
		10%+ to 30% of the material and equipment items in annexure A	1	
		30%+ to 50% of the material and equipment items in annexure A	2	
		50%+ to 70% of the material and equipment items in annexure A	3	
		70%+ to 90% of the material and equipment items in annexure A	4	
		90%+ to 100% or more of the material and equipment items in annexure A	5	
3	Bidder's or Company's Financial Standing  The bidder has sufficient financial resources or guarantees are in place to support and deliver the services required by the MLRF.  This will be measured by credit facility or guarantee letter from a guarantor with proof that the guarantor has access to finance..	Bidder's or Company's Financial Standing	Indicator	20
		No proof of access to credit facility or access to less than R10 000	0	
		Proof indicating access to credit facility of R10 000 to R20 000	1	
		Proof indicating access to credit facility of R20 001 to R30 000	2	
		Proof indicating access to credit facility of R30 001 to R40 000	3	
		Proof indicating access to credit facility of R40 001 to R50 000	4	
		Proof indicating access to credit facility of R50 001 or more.	5	
Total points on functionality				100

#### 6.4. PHASE 3: PREFERENCE POINT SYSTEM 80/20 (ONCE THE PANEL HAS BEEN APPOINTED)

- 6.4.1. The evaluation of Price and BBEE points will be applied when the request for proposals from the listed panel members are considered for award.

#### **Calculation of points for price**

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

#### **Calculating of points for B-BBEE status level of contribution**

- 6.4.4. Points will be awarded to a bidder for attaining the B-BBEE status level of contribution by submitting original and valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency or certified copies thereof; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids, to substantiate their B-BBEE rating claims. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.
- 6.4.5. Points will be awarded to a bidder for attaining the B-BBEE status level of contribution or a sworn affidavit certified by the commissioner of oath in accordance with the table below:

<b>B.</b>	<b>PRICE</b>	<b>80</b>
<b>C.</b>	<b>B-BBEE Status Level Contributor</b>	<b>Number of points (20)</b>



1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 6.4.6. The SCM unit of the MLRF will allocate preferential points (B-BBEE) to each company for its contribution towards empowerment of the black designated groups as prescribed in the Preferential Procurement Regulations of 2017, women, people with disabilities, youth as well as local economic development as set out in the Broad-Based Black Economic Empowerment Codes.
- 6.4.7. A tender will not be disqualified from the tender process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score 0 for B-BBEE.
- 6.4.8. Tenders will be subject to SCM conditions of the Department. The Preferential Procurement Regulations, 2011 issued in terms of section 5 of the Preferential Procurement Policy Framework Act (Act No 5 of 2000) (PPPFA), aligned with the aims of the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by the Broad-Based Black Economic Empowerment Amendment Act 46 of 2013, and Phase 2 of its Codes of Good Practice.
- 6.4.9. The PPPFA prescribes that the lowest acceptable bid will score 80 or 90 points for price (as explained above, depending on whether the bid prices is more or less than R50 million). Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as a criterion, only bid proposals that meets functionality requirements will be considered to be evaluated on price and B-BBEE.
- 6.4.10. The contract will be awarded to the bidders who meet phases one (1) and two (2) of the evaluation criteria.
- 6.4.11. All the suppliers in the panel will be in competition for each request from the MLRF.
- 6.4.12. Suppliers will be evaluated based on the total of price and B-BBEE points Preferential Procurement Regulation (PPR), 2017.

## **7. SPECIAL CONDITIONS**

- 7.1 Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows
- 7.2 On appointment, the performance measures for the delivery of the agreed services will be closely monitored by the MLRF.
- 7.3 The MLRF will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.
- 7.4 There will be one Project Manager for all the goods requested and the Project Manager allocated to the project by the MLRF shall do the ongoing management of the Service Level Agreement (SLA).
- 7.5 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of the contract contradict the conditions in the general conditions of contract the special conditions of contract will prevail.
- 7.6 The proposals should be submitted with all required information as per the requirements stipulated in these Terms of Reference.
- 7.7 Travelling costs and time spent or incurred between home and office of the Service Provider and MLRF office will not be for the account of MLRF.
- 7.8 Bidders failing to meet all the mandatory requirements will automatically be disqualified.
- 7.9 Poor or non-performance by the bidder will result in the cancellation of the bid and the SLA.
- 7.10 The MLRF has the right to exclude a bidder and or terminate the contract if the bidder or its sub-contractors are parties to an interest group or entity involved in legal proceedings opposing the MLRF.

## **8. BID SUBMISSION REQUIREMENTS**

- 8.1 Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:
  - 8.1.1 The SP must draft a table of content that will indicate where each document is located in the proposal.
  - 8.1.2 The proposal shall consist of two parts, namely the technical bid and the pricing bid (master and 5 copies).
  - 8.1.3 Documents required to evaluate paragraphs 6.3.2.
  - 8.1.4 Standard bidding documents (SBD1, 2, and 4) completed and signed.
  - 8.1.5 A valid copy of the Tax Clearance Certificate/ Tax Compliance Status Pin issued by SARS to the supplier/copy of Central Supplier Database (CSD)/ MA supplier Number must be submitted together with the bid.

8.1.6 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.

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

8.1.8 Entity registration Certificate (CK1).

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

**8.2 All completed documentation must be returned to the Marine Living Resource Fund (MLRF) the entity of the Department of Forestry, Fisheries, and the Environment (DFFE) before 11:00 on the 31<sup>ST</sup> of January 2023. The location of the drop off is: Tender Box, Ground Floor, Foretrust Building, 2 Martin Hammerschlag Way, Foreshore, Cape Town, 8001.**

## 9 PAYMENT TERMS

9.1 The MLRF undertakes to pay out as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

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

9.3 Payment requirements:

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

## 10 ENQUIRIES

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

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

*\*Bidders should use "MRLF196/22: Enquiries" as the subject of the email for all enquiries.*

**Due to office closure, enquiries will only be responded to on the 9<sup>th</sup> of January 2023.**

Annexure A: Equipment and material

No.	Item	Description	Material	Local content requirements	Delivery Address
Equipment and material					
				MINIMUM THRESHOLD OF 100% FOR LOCAL PRODUCTION & CONTENT	
1	20ft Shipping Container	Corten Steel Shipping container	corten steel/ weathering steel		All RSA provinces
2	Hammer mill	Drotsky tractor hammer mill M36	Various brands	TBC	All RSA provinces
3	Tractor	Tractor with PTO drive minimum 55KW	Diesel tractor	TBC	All RSA provinces
4	Bush machete long	Steel knife	Polypropylene handle	TBC	All RSA provinces
				MINIMUM THRESHOLD OF 100% FOR LOCAL PRODUCTION & CONTENT	
5	Bags	Polypropylene bags 50 kg	Polypropylene		All RSA provinces
6	Containers - closable and portable	Various Materials (rubber, plastic and others)	Various Materials (rubber, plastic and others)	Depends on the material	All RSA provinces
7	Trailers	Tractor trailer	3 tons single angle 2 wheel farm trailer	TBC	All RSA provinces
8	Rakes	Fork spades	Polypropylene handle teal spading fork	Not applicable	All RSA provinces
9	Garden forks	Rakes	All steel rakes epoxy coated yellow, green	Not applicable	All RSA provinces
				MINIMUM THRESHOLD OF 100% FOR LOCAL PRODUCTION & CONTENT	
11	Abalone Measuring Rings	Various Materials	Various Materials		All RSA provinces
11	Fish Measuring Scales	Various Materials	Various Materials	Depends on the material	All RSA provinces
12	Pepper Sprays	Portable Pepper sprays	Any type	Not applicable	All RSA provinces
13	Rechargeable Sortlight Torches	Various Materials	Various Materials	TBC	All RSA provinces
14	Head-Lamps	Various Materials	Various Materials	TBC	All RSA provinces
	Forward looking Infra-Red (FLIR) Device	Various Materials	Various Materials	TBC	All RSA provinces
15	Binoculars	Various Materials	Various Materials	Not applicable	All RSA provinces
				MINIMUM THRESHOLD OF 100% FOR LOCAL PRODUCTION & CONTENT	
16	Backpacks	Various Materials	Various Materials		All RSA provinces
				MINIMUM THRESHOLD OF 100% FOR LOCAL PRODUCTION & CONTENT	
17	20ft Shipping Containers	Corten Steel Shipping container	corten steel/ weathering steel		All RSA provinces
				MINIMUM THRESHOLD OF 100% FOR LOCAL PRODUCTION & CONTENT	
18	40ft Shipping Containers	Corten Steel Shipping container	corten steel/ weathering steel		All RSA provinces

19	60ft Shipping Containers	Corten Steel Shipping container	corten steel/ weathering steel	MINIMUM THRESHOLD OF 100% FOR LOCAL PRODUCTION & CONTENT	All RSA provinces
20	20ft Shipping Containers (office modified)	Corten Steel Shipping container With air conditioner	corten steel/ weathering steel	MINIMUM THRESHOLD OF 100% FOR LOCAL PRODUCTION & CONTENT	All RSA provinces
21	40ft Shipping Containers (office modified)	Corten Steel Shipping container With air conditioner	corten steel/ weathering steel	MINIMUM THRESHOLD OF 100% FOR LOCAL PRODUCTION & CONTENT	All RSA provinces
22	60ft Shipping Containers (office modified)	Corten Steel Shipping container With air conditioner	corten steel/ weathering steel	MINIMUM THRESHOLD OF 100% FOR LOCAL PRODUCTION & CONTENT	All RSA provinces
23	40ft Shipping Containers (office modified)	Corten Steel Shipping container With air conditioner	corten steel/ weathering steel	MINIMUM THRESHOLD OF 100% FOR LOCAL PRODUCTION & CONTENT	All RSA provinces
24	Litter picker	Various Materials	Various Materials	Not applicable	All RSA provinces
25	Paint Brushes and rollers	Various Materials	Various Materials	Not applicable	All RSA provinces
26	Paint scraper tool	Stainless Steel with wooden handler	Stainless Steel with wooden handler	Not applicable	All RSA provinces
27	Floor paint	Various colours (Green, grey and others)	Various sizes in litres	Not applicable	All RSA provinces
28	Road mark paint	Various colours	Various sizes in litres	Not applicable	All RSA provinces
29	Digger loader	Various types (petrol)	Various brands	Not applicable	All RSA provinces
30	Fork-lifter	Various Materials	Various Materials	Not applicable	All RSA provinces
31	Wheelbarrows	Various Materials	Various Materials	Not applicable	All RSA provinces
32	Heavy duty brooms	Various Materials	Various Materials	Not applicable	All RSA provinces
33	Heavy Duty Garden Hoes	Various Materials	Various Materials	Not applicable	All RSA provinces
34	Spades	Various Materials	Various Materials	Not applicable	All RSA provinces
35	Heavy Duty Weed eater/brush cutter	Various types (petrol)	Various brands	Not applicable	All RSA provinces
36	Weed Eater gut	Various Materials	Various Materials	Not applicable	Struisbaai Harbour
37	Garden Hacks	Various brands	Various brands	Not applicable	All RSA provinces
38	Heavy duty Grinder	Various brands	Various brands	Not applicable	All RSA provinces
39	Shifter	Various Materials	Various Materials	Not applicable	All RSA provinces
40	Spanner	Various Materials	Various Materials	Not applicable	All RSA provinces
41	Water pump plier	Various Materials	Various Materials	MINIMUM THRESHOLD OF 100% FOR LOCAL PRODUCTION & CONTENT	All RSA provinces
42	Vise grip	Stainless Steel	Stainless Steel	MINIMUM THRESHOLD OF 100% FOR LOCAL PRODUCTION & CONTENT	All RSA provinces
43	Hack Saw	Various Materials	Various Materials	MINIMUM THRESHOLD OF 100% FOR LOCAL PRODUCTION & CONTENT	All RSA provinces
44	Tape Measure	Various Materials	Various Materials	Not applicable	All RSA provinces
45	Weed poison devices	Various Materials	Various Materials	Not applicable	All RSA provinces
46	Weed poison/chemicals	Various brands	Various brands	Not applicable	All RSA provinces
47	Spray bottles	Various Materials	Various Materials	Not applicable	All RSA provinces

48	Gardening rakes	Various Materials	Various Materials	Not applicable	All RSA provinces
49	Chain saw	Various brands	Various brands	Not applicable	All RSA provinces
50	Garden Vacuum Blower	Various brands	Various brands	Not applicable	All RSA provinces
51	Wheel rubbish bins	Various brands	Various brands	Not applicable	All RSA provinces
52	Pruning set	Various brands	Various brands	Not applicable	All RSA provinces
53	Grass Slasher	Various brands	Various brands	Not applicable	All RSA provinces
54	Bypass Pruner	Various brands	Various brands	Not applicable	All RSA provinces
55	Two way Rechargeable Radios	Various brands	Various brands	Not applicable	All RSA provinces
56	Flash Lights	Various brands	Various brands	Not applicable	All RSA provinces
57	Portable Voice loud speaker megaphone	Various brands	Various brands	Not applicable	All RSA provinces
58	Tool box set	Various brands	Various brands	Not applicable	All RSA provinces
59	Laptops and Computer Equipment	Various brands	Various brands	Not applicable	All RSA provinces
<b>Supplies/Consumables</b>					
60	Cleaning chemicals	Various brands	Various brands	Not applicable	All RSA provinces
61	Cleaning material	Various brands	Various brands	Not applicable	All RSA provinces

**Refer to paragraph 3.3 of Annexure A for additional material and equipment**