



**forestry, fisheries  
& the environment**

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

## INVITATION TO BID

**BID REFERENCE NUMBER: MLRF197/22**

TO APPOINT SERVICE PROVIDERS (SP) FOR THE FOUR COASTAL PROVINCES (KwaZulu-Natal, Eastern Cape, and Western Cape with Northern Cape) TO PROVIDE A SERVICE FOR THE FISHERIES MANAGEMENT BRANCH OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE/MLRF) /MARINE LIVING RESOURCES FUND (MLRF), BY FACILITATING THE ESTABLISHMENT OF LOCAL AND REGIONAL CO-MANAGEMENT STRUCTURES IN THE SMALL-SCALE FISHERIES SECTOR OVER A PERIOD OF 24 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	
			<b>Main contractor</b>
			<b>Sub-contracted/ joint venture comp 1</b>
			<b>Sub-contracted/ joint venture comp 2</b>

**CLOSING DATE OF THE BID: 06 FEBRUARY 2023 AT 11H00**

**Briefing session:**

**A compulsory briefing session will be held on the 23<sup>th</sup> of January 2023 (Monday) at 10h00. Link can be requested from [MLRFTENDERS@DFFE.GOV.ZA](mailto:MLRFTENDERS@DFFE.GOV.ZA)**

**MS TEAMS DETAILS ARE AS FOLLOWS:**

**Meeting ID: 395 046 886 46**

**Passcode: Nw9hBE**

**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:	MLRF197/22	CLOSING DATE:	06 February 2023	CLOSING TIME:	11:00
DESCRIPTION	<b>TO APPOINT SERVICE PROVIDERS (SP) FOR THE FOUR COASTAL PROVINCES (KwaZulu-Natal, Eastern Cape, and Western Cape with Northern Cape) TO PROVIDE A SERVICE FOR THE FISHERIES MANAGEMENT BRANCH OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE/MLRF) /MARINE LIVING RESOURCES FUND (MLRF), BY FACILITATING THE ESTABLISHMENT OF LOCAL AND REGIONAL CO-MANAGEMENT STRUCTURES IN THE SMALL-SCALE FISHERIES SECTOR OVER A PERIOD OF 24 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?

☐ 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**

<b>1. BID SUBMISSION:</b>
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).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 applicant**

Name/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 7
VAT registration no 4	SDL ref no L
Customs code	UIF ref no U
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.: MLRF197/22

CLOSING TIME 11H00

CLOSING DATE: 06 FEBRUARY 2023

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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TO APPOINT SERVICE PROVIDERS (SP) FOR THE FOUR COASTAL PROVINCES (KwaZulu-Natal, Eastern Cape, and Western Cape with Northern Cape) TO PROVIDE A SERVICE FOR THE FISHERIES MANAGEMENT BRANCH OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE/MLRF) /MARINE LIVING RESOURCES FUND (MLRF), BY FACILITATING THE ESTABLISHMENT OF LOCAL AND REGIONAL CO-MANAGEMENT STRUCTURES IN THE SMALL-SCALE FISHERIES SECTOR OVER A PERIOD OF 24 MONTHS.

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

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R-----	-----
.....	R-----	-----
.....	R-----	-----
.....	R-----	-----
.....	R-----	-----

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

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

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

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

TOTAL: R.....

Name of Bidder: .....

\*\* "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

Contact Person: Talitha Bikani  
Contact Number: 021 402 3260  
E-Mail: MLRFtenders@dfre.gov.za

Or

Contact Person: Mr Lwandisa Hoza  
Contact Number: 021 402 3708  
E-Mail: MLRFtenders@dfre.gov.za



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State Institution

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

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

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### **3 DECLARATION**

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

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

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

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

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

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

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

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

#### 4.3 POINTS AWARDED FOR PRICE

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

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

Where

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

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

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

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

## 6. BID DECLARATION

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

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

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

## 8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium  
One person business/sole propriety  
Close corporation  
Company  
(Pty) Limited

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....  
.....

9.6 **COMPANY CLASSIFICATION**

Manufacturer  
Supplier  
Professional service provider  
Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

**WITNESSES**

1. ....

2. ....

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

DATE: .....

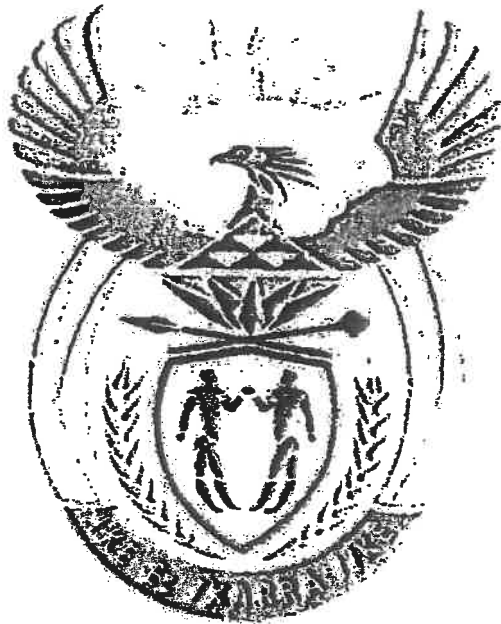
ADDRESS .....

.....  
.....



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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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.

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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 of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

**3. General**

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

**4. Standards**

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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



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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

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

- 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## 22. Penalties

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

## 23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

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

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

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

Js General Conditions of Contract (revised July 2010)

# MARINE LIVING RESOURCES FUND

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

## MLRF ENTITY MAINTENANCE AND CREDIT ORDER INSTRUCTION

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

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

\* For employees only

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

POSTAL CODE

POSTAL CODE

DIALLING CODE

DIALLING CODE

DETAILS OF FINANCIAL INSTITUTION FOR ELECTRONIC BANKING TRANSFERS:	BANK DATE STAMP (COMPULSORY)
BANK NAME:	
BRANCH NAME & CITY/TOWN	
BRANCH NUMBER/CODE	
ACCOUNT NUMBER	
ACCOUNT TYPE	<input type="checkbox"/> CURRENT <input type="checkbox"/> SAVINGS <input type="checkbox"/> TRANSMISSION

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

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

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

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

SIGNATURE OF  
AUTHORISED PERSON

PRINT NAME OF  
AUTHORISED PERSON

POSITION HELD

DATE  
(DD/MM/YYYY):





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

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

### **TERMS OF REFERENCE**

**MLRF197/22: TO APPOINT SERVICE PROVIDERS (SP) FOR THE FOUR COASTAL PROVINCES (KwaZulu-Natal, Eastern Cape, and Western Cape with Northern Cape) TO PROVIDE A SERVICE FOR THE FISHERIES MANAGEMENT BRANCH OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE/MLRF) /MARINE LIVING RESOURCES FUND (MLRF), BY FACILITATING THE ESTABLISHMENT OF LOCAL AND REGIONAL CO-MANAGEMENT STRUCTURES IN THE SMALL-SCALE FISHERIES SECTOR OVER A PERIOD OF 24 MONTHS.**

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## **1. PURPOSE**

- 1.1 The Fisheries management branch of the Department of Forestry, Fisheries and the Environment ("DFFE") / MLRF requires Service Provider(s) (SP) to facilitate the establishment of local and regional co-management structures in the Small-Scale Fishing sector and provide related co-management training to established co-management structures in the four coastal provinces (Northern Cape and Western Cape, Eastern Cape and Kwa-Zulu Natal) for implementation over a period of 24 months.

## **2. INTRODUCTION AND BACKGROUND**

- 2.1 The concept of co-management has globally been accepted as the most appropriate mechanism to manage Small-Scale Fisheries. In this case, the idea behind co-management is that those who are affected by management should be involved in making management decisions, which then improves the legitimacy of the state's involvement in the fisheries management through more inclusive and transparent decision-making processes. In the South African Small-Scale Fisheries context, the affected parties include the end user which is the Small-Scale Fishing cooperatives (the fishers), the Government (DFFE) and other user groups that share the management responsibility or authority.
- 2.2 There are different co-management arrangements that can be implemented based on the nature of the fishery, government institution(s) and capacity. Hence, the different methods may include the transfer of power and authority from national, regional/provincial, and local government agencies to communities/cooperatives. The structure and operational mechanisms of each type of co-management style implemented varies from the fisheries, the user groups and capacity. Which is why the Small-Scale Fisheries Guidelines mention a set of high-level co-management principles that are centred around participation, transparency, collaboration, and inclusiveness. These principles make co-management one of the most appropriate management methods for the Small-Scale Fisheries sector.
- 2.3 The Small-Scale Fisheries Policy (2012) ("SSFP"), places great emphasis on co-management as a means of management and decision making in Small-Scale Fisheries. Through the implementation of the SSFP, the Department recognises the importance of an adaptive approach to co-management of the Small-Scale Fishery. Hence, the implementation of a co-management structure/approach that is people centred through a multi-tiered organisation model, that incorporates representation from all spheres of government and the Small-Scale Fisheries sector (Small-Scale Fisheries co-operatives) is vital. This type of model for the co-management of Small-Scale Fisheries seeks to:
  - 2.4 Provide a mechanism/platform to address critical issues that impact on the management of the Small-Scale Fisheries, such the over-exploitation of resources, user conflicts, socio-economic challenges faced by Small-Scale Fishing communities and surrounding communities;
  - 2.5 Create an enabling structure for the devolution of some management decisions to Small-Scale Fishing Cooperatives and communities.

- 2.6 Provide a platform for the inclusion of other stakeholders from all spheres of government including the private sector.
- 2.7 Therefore, the DFFE/MLRF seeks to appoint a Service Provider(s) per province to facilitate the establishment of local and regional co-management structures in the Small-Scale Fishing sector in Northern Cape and Western Cape, Eastern Cape and Kwa-Zulu Natal.
- 2.8 Furthermore, the Service Provider(s) will be required to facilitate the relevant co-management training to established co-management structures/participants in the Small-Scale Fisheries sector from the identified four coastal provinces. Rights register of all small-scale fishing cooperatives have been made available as Annexure A, to allow bidders to get detailed information on the scope and understanding of the areas and locations.

### 3. Compulsory Briefing Session

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

- **23 January 2023 at 10:00**

3.2 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 "MLRF197/22: Briefing Session" as the subject of the email of requesting link for the briefing session.*

### 4 OBJECTIVES OF APPOINTING A SERVICE PRVIDER

- 4.1 To ensure the establishment of local and regional co-management structures in the Small-Scale Fisheries sector is conducted effectively and transparently in all four coastal provinces, namely the Northern Cape with Western Cape, Eastern Cape and Kwa-Zulu Natal by:
- 4.2 Facilitating engagements to establish local and regional co-management structure in the Small-Scale Fisheries sector:
- 4.3 Facilitating the training and capacitation of Small-Scale Fishing Cooperatives and members on co-management and any other relevant training.

- 4.4 Conduct monitoring and evaluation of the implementation process and to implement any revision or revisiting where required, throughout the implementation period.

## **5 SCOPE AND CONTEXT OF WORK**

- 5.1 The role of the SP(S) will be to assist the Department in the establishment of co-management structures (Local and regional) and finalise nominations of representatives and revisit certain areas for re-election. In addition, the SP(s) will also be required to conduct training and capacity building; develop co-management agreements and implement such co-management agreements
- 5.2 In order for the DFFE/MLRF to be able to provide developmental support to the co-management structures, the SP(s) is required to conduct co-management related training to members of the Co-management structures.
- 5.3 The SP(s) must ensure that all meetings and other activities related to the process are recorded and reported on in a format as required by DFFE/MLRF and submitted as agreed to DFFE/MLRF.
- 5.4 The SP(s) must declare that they have no direct interest in the Fishing Industry and the value-chain.

## **6 EXPECTED DELIVERABLES/OUTCOMES**

The SP(s) will focus on the following key deliverables, which will serve as the Terms of Reference (TOR);

### **6.1 Establishment of local and regional co-management structures in the four identified coastal provinces.**

- The Service Provider(s) (SP) must submit a project implementation plan and must be approved by project manager prior to the actual work start. The project plan must include a problem recognition and preliminary assessment of the project
- Develop a management structure plan and clear timeframes and deliverables and schedules for monthly meetings on the progress of the project. Which will include the project implementation plan, proposed stakeholder engagements and the formulation of a proposed co-management structures
- Establish a communications and coordination approach for the duration of the project implementation period.
- Analysis and plan on the approach to be followed for each province quoted for (including identification of stakeholders and possible co-management structure model(s) per province);
- Co-operative mobilisation and development of community facilitation schedule

## **6.2. Finalise nominations of representation and revisit certain areas for re-election**

- The service provider(s) with the project manager must identify and engage with relevant stakeholders and spheres of government that would form part of or consult on the co-management structure.
- The Service Provider(s) must guarantee the presence of suitable personnel to oversee fieldwork throughout the duration of the contract and provide such staff with the relevant training.
- Develop and implement co-management agreements
- Develop and implement protocols outlining the practical steps per deliverable
- Conduct meetings with co-operatives to explain the co-management approach and to facilitate nomination of co-operatives members to server in the relevant co-management structures;
- Convene inaugural co-management structures with relevant and identified stakeholders;
- Facilitate the development of founding documents such as, but not limited to, co-management agreements, code of conduct, Terms of reference, etc.
  - o Identify training needs for each co-management structure established/being established

## **6.3. Conduct training and Capacity building**

- Facilitate meetings with identified stakeholders by:
  - o Securing meeting venues
  - o Chairing meetings
- Capture attendance registers, minutes, videos and audio-visual recordings of proceedings of all meetings,
- Facilitate training and capacity building sessions with stakeholders and Small-Scale Fishing cooperatives.
- A detailed project report and handover of all information to be done at the end of the project implementation period,
- The Department will be custodians of the information, documents, programmes, advice, recommendations, and reports collected, furnished and/or compiled by the Consultant during the course of, and for the purpose of executing this task, all of which will be handed over to the Department on request, but in any event on the termination of this contract for whatever reason. The Consultant relinquishes its right of retention of any other rights to which it may be entitled.

## **6.4. Training Profile**

- A minimum of 3 non-accredited training to be provided in line with the developmental aspect of the co-management structures/members.
- All training must be a minimum of 3 days and maximum of 5 day training sessions per training intervention.

- Training interventions can be combined where logistically and technically possible
- All training materials produced or made available by the SP(S) for training, to be reviewed by the by the DFFE project manager before interventions are confirmed.
- The SP(S) will be responsible for the logistical arrangements related to the training sessions inclusive of the booking of venues, hire of transport of participants, lunch, and accommodation (where necessary).
- All catering arrangements must be within the departmental rates, which will include lunch, tea and other)

**List of training or equivalent to be included:**

Training	Accreditation	Period/length
Secretariate training	None	Minimum of 3 and maximum of 5 days
Conflict Resolution	None	Minimum of 3 and maximum of 5 days
Budgeting	None	Minimum of 3 and maximum of 5 days
Business plan development	None	Minimum of 3 and maximum of 5 days
Effective communication and participation	None	Minimum of 3 and maximum of 5 days
Or equivalent to above listed training	None	Minimum of 3 and maximum of 5 days

## **7 PERIOD/DURATION FO APPOINTMENT**

- 7.1 The contract with the appointed SP(S) will run over a period of 24 months and will commence as agreed in the Memorandum of Agreement (MOA), Project Scope and Annual Performance Plan (APP), signed between the DFFE/MLRF and the SP(s).

## **8 COSTING/COMPREHENSIVE BUDGET**

- 8.1 A comprehensive costing must be provided in a separate envelope inclusive of all disbursement costs and related expenditure inclusive of Value Added Tax (VAT). The pricing schedule must be completed in full and included in envelope with SBD3 form. The SP(s) must quote for all activities per province and should be quoted in South African currency.

- 8.2 The costing should be done per province and should consider the amount of Small-Scale Fishing Co-Management structures that could be established based on the location and amount of Small-scale fishing cooperatives in each province.
- 8.3 In a special case of the WC where details of the amount of cooperatives are not available. The SP(S) may consult the department to use an estimated amount of co-management structures (Annexure A) in the WC based on locations, as the base line for quotations. This baseline number may be amended with accurate numbers of the amount of co-management in the WC, however, the numbers may not exceed the overall budget for implementation.
- 8.4 One SP may quote for more than one province; however, SP(S) may be appointed based on per province reference and quotation.
- 8.5 The DFFE shall not pay for any unproductive or duplicated time spent by the SP(S) on any assignment as a result of staff changes, sub-contracting or re-drafting of reports due to errors, corrections or incorrect /or incomplete findings.
- 8.6 The DFFE reserves the right to negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including prices without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).
- 8.7 The SP(S) may not include any assets as part of the BID, as DFFE/MLRF is not buying/paying for the purchase or procurement of assets related to the project implementation process.

## **9.EVALUATION METHOD**

### **9.1 The evaluation for this bid will be carried out in the following phases:**

Phase 1: Pre-Compliance / Initial Screening.

Phase 2: Functional and Technical Evaluation Criteria .

Phase 3: Price and B-BBEE

### **9.2. PHASE 1: Pre-compliance or Initial Screening**

During this phase bid documents will be reviewed to determine the compliance with Supply Chain Management (SCM) Standard Bidding Documents and any other required returnable documents, tax matters and whether the Central Supplier Database (CSD) reports 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 be disqualified and not be evaluated further.



The bid proposal will be screened for compliance with administrative requirements as indicated below:

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

\*YES – The Department /MLRF reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible and/or incomplete and will no be further evaluated for Mandatory Criteria (Phase 2)

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

### 9.3 PHASE 2: Functionality and Technical Criteria

9.3.1 Only bid proposals that meet the pre-qualification will be considered to be evaluated on functionality and technical criteria.

9.3.2 The Bidder must score a minimum average of 60% during Phase 2 of the evaluation to qualify for Phase 3 of the evaluation where only points for Price and B-BBEE will be considered. Should a bidder score less the 60% on one of the criteria, the bidder will be disqualified.

9.3.3 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	<p>Does the Bidder's have a minimum of 3 years of relevant experience in the field of community facilitation in the context of Project implementation.</p> <p>(attach proof in a form of reference letters for the completed and relevant projects including the type of project, duration, outcomes and company profile)</p>	Does the Bidder's or company's have a minimum of 3 years of experience in the field of the community facilitation in Project implementation	Indicator	20
1		No relevant and completed projects with,	0	
		1 relevant and completed project with 3 years' relevant experience	1	
		2 relevant and completed projects with 3 or more years experience	2	
		3 relevant and completed projects with 3 or more years experience	3	

PHASE 2				
NO	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
		4 relevant and completed projects with 3 or more years experience	4	
		5 or more relevant and completed projects with 3 or more year's experience	5	
2	<p><b>Bidder's experience in Data Management within the context of project scope and delivery.</b></p> <p>(attach proof in a form of reference letters and extracts/evidence from projects of a Functional database Management system used for completed projects.</p> <p>Data Management information or evidence may be in the form of databases and information from data of a completed project, kept and maintained, in addition to reports, monitoring and evaluation done and produced from Data management systems)</p>	Bidders' experience in Data Manipulation and management within the context of project delivery.	Indicator	20
		No successful project completion referral letters and evidence	0	
		1 successful project completion referral letters and evidence	1	
		2 successful project completion referral letters and evidence	2	
		3 successful project completion referral letters and evidence	3	
		4 successful project completion referral letters and evidence	4	
		5 or more successful project completion referral letters and evidence	5	
3	<p><b>Relevant Project Management team's experience and track record (attach profiles/CV's of key staff and the persons to be assigned to the project) in the field of Project management, (Scoring will take place based on the average score of the team</b></p>	Key staff years of experience in the field of Project Management as reflected in successfully completed projects.	Indicator	30
		Less than one year experience	0	
		1 and less than 3 years' experience	1	

PHASE 2				
NO	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	members). A summary sheet of years of relevant experience per project management team to be included (Annexure B)	3 and less than 5 years' experience	2	
		5 and less than 7 years' experience	3	
		7 and less than 9 years' experience	4	
		9 and more years of experience	5	
4	A detailed and/or clearly outlined proposed Project Plan with the following requirements  1. deliverables,  2. timeframes  3. milestones and  4. implementation methodology, that covers the entire project implementation processes and deliverables.	A detailed proposed Project Plan with the following requirements  1. deliverables,  2. timeframes  3. milestones and  4. implementation methodology, that covers the entire project implementation processes and deliverables.	Indicator	20
		No information provided	0	
		Project Plan irrelevant and not aligned to the implementation process and deliverables	1	
		Project Plan provided with only one of the required criteria	2	
		Project Plan provided with only two of the required criteria	3	

PHASE 2				
NO	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
		Project Plan provided with only 3 of the required criteria clearly defined or outlined.	4	
		Project Plan provided with all 4 of the required criteria clearer outlined and in line with the implementation process and deliverables.	5	
5	<p><b>A Risk plan to deal with potential risks related to the implementation process per province and or province specific risks. Risks will include, but not limited to:</b></p> <p><b>Budgeting/finances related to implementation</b></p> <p><b>Challenges per province related to conflicts amongst stakeholders and communities</b></p> <p><b>Challenges relate to Logistical planning (areas/terrain, etc) per province and or province specific challenges</b></p> <p><b>Clear mitigation measured identified for all risks.</b></p>	<p>A comprehensive Risk plan to deal with potential risks related to the implementation process per province and or province specific risks. Risks will include but not limited to:</p> <ol style="list-style-type: none"> <li>1. Budgeting/finances related to implementation</li> <li>2. Challenges per province related to conflicts amongst stakeholders and communities</li> <li>3. Challenges relate to Logistical planning (areas/terrain, etc) per province and or province specific challenges</li> <li>4. Clear mitigation measured identified for all risks.</li> </ol>	Indicator	10
		No information provided	0	
		Risk Plan not relevant to the project.	1	
		Only 1 of the 3 listed risk identified in the Risk plan	2	

PHASE 2				
NO	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	<b>Risks must be relevant to the project scope and implementation process</b>	Only 2 of the 3 listed risks identified in the Risk plan with 1 or more mitigation measures	3	
		All 3 of the listed risks are identified in the Risk plan but not all mitigation measures for the 3 risks are identified	4	
		All risks listed are identified in the Risk plan and clear mitigation measures are provided for each risk.	5	
	Total points on functionality			100

#### 9.4. PHASE 3: Preference Point System 80/20

9.4.1 The third phase is to perform an evaluation of the Price and BBBEE on the bidders that successfully qualified on phase 2 (functional and technical evaluation)

9.4.2 Calculations 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 50m) for price. Bidders that quoted higher in price s will score lower for price on a pro-rata basis. Where functionality is set as criteria, only bid proposals that meets functionality requirements will be considered for evaluation on price and B-BBEE.

9.4.3 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 sue to determine the applicable preference point system as per regulation (Section 3(a)(ii) of the Preferential Procurement Regulations (PPR) d2017, 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 the 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 the those with a higher price. Either 20 or 10 points are then available as preference points for EMEs or B-BBEE contribution, as

applicable. The contract will be awarded to the bidder that scores the highest total number of adjudication points per category.

## 9.5. Calculation of points for B-BBEE status level of contribution

9.5.1 Points will be awarded to a bidder for attaining the B-BBEE status level of contribution by submitting original and valid B-BBEE Certificate and South African National Accreditation System (SANAS) Accredited Verification Agency or certified copies thereof; or B-BBEE Certificates issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Others together with their bids, to substantiate their B-BBEE rating claims. SBD 6.1 must also be duly complete, signed and submitted alongside the bid to claim preference points. Failure to do so will result in B-BBEE preference points being forfeited.

9.5.2 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 oaths in accordance with the table below.

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

9.5.3 The SCM unit of the DFFE/MLRF will allocate preferential points (B-BBEE) to each company for its contribution towards empowerments of the black designated groups as prescribed in the Preferential Procurement Regulation of 2017, women, people with disabilities, youth as well as local

economic development as set out in the Broad- Based Black Economic Empowerment Codes. 8.5.4 A 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.

9.5.4. Tenders will be subjected 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), aligned with the aims of the Broad Based Black Economic Empowerment Act 53 of 2003 as amended by the Broad based Black Economic Empowerment Act 46 of 2013, and Phase 2 of its Codes of Good Practice.

9.5.5. The PPPFA prescribes that the lowest acceptable bid will score 80 or 90 points for price (as explained above, depending on whether the bid price is more or less than R50million. Bidders that quoted higher in prices will be score points for price pro rata bases. Where functionality is set as a criterion only bid proposals that meets functionality requirements will be evaluated on price and B-BBEE.

9.5.6. The contract will be awarded to the tenders scoring the highest points. However, a contract may be awarded to a SP(S) that did not score the highest points, only under regulation 2(1) (f) of the Preferential Procurement Regulation (ppr), 2017. The PPR mentions that the objective criteria may be used to justify awarding the contract to another SP(S) who has not scored the highest points. These objective criteria include contracting with persons, or categories of person, historically disadvantaged by unfair discrimination based on race, gender or disability.

## **10. BID SUBMISSION REQUIREMENTS**

10.1. 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:

10.2. The pricing schedule with a breakdown of the per province breakdown is required as part of the pricing and must be included with the completed SBD3.3.

10.3. The per province breakdown must be in line with the TOR of the bid and the Annexure A as reference.

10.4. The service providers must draft a table of content which will indicate where each document is located in the proposal.

10.5. The SP(S) must supply evidence of data base management in the form of extracts, links, copies or printed evidence of such working databases.

10.6. The proposal shall consist of two parts, namely the technical bid and the pricing bid (1 master and 5 copies).



- 10.7. A certified copy of the relevant tertiary qualification or equivalent from a member from a recognised institution. Bidders are expected to ensure that nominated Team Leader with foreign qualifications submit South African Qualifications Authority (SAQA) Certificate with the bid submission for evaluation. Failure to do so will render the resource nominated not being allocated points and scoring zero (0).
- 10.8. The information in the CV of the proposed Team Leader and Team Members should include relevant experience and qualifications in the chosen area of expertise demonstrating the required competency, in relation to expected deliverable of this bid. The years of experience of each team members must be completed on the template provided as Annexure B.
- 10.9. Project reference letters must specify the role played by the service provider in the listed projects or assignments, project value and the duration of the project (start and end date).
- 10.10. A detailed Project Plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
- 10.11. The SP(S) is required to provide a risk plan, linked the risks identified during the project implementation period.
- 10.12. The list of cooperatives and areas per province is provided as Annexure A to this BID and must be used when formulating or quoting per province.
- 10.13. Standard bidding documents (SBD1, 2, 3.3, 4, and 6.1) completed and signed.
- 10.14. 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.
- 10.15. 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/ MA supplier Number together with the bid.
- 10.16. Certified copies of identity documents of directors and shareholders of the company.
- 10.17. Entity registration Certificate (CK1).
- 10.18. Letter of Authority to sign documents on behalf of the company.
- 10.19. **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 06 February 2023. The location of the drop off is: Tender Box, Ground Floor, Foretrust Building, 2 Martin Hammerschlag Way, Foreshore, Cape Town, 8001.**

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

- 11.1 On appointment, the performance measures for the delivery of the agreed services will be closely monitored by Department.
- 11.2 The Department will not be held responsible for any costs incurred by the SPs in the preparation, presentation, and submission of the proposal.
- 11.3 The appointed Contract Manager shall do the ongoing management of the Memorandum of Agreement (MOA).
- 11.4 The SP(S) will submit soft copies of the Project Progress Report monthly and quarterly to the Project Manager, within 4 days after the end of each month and quarter for the duration of the project. Failure to submit the required reports on time will result in penalties.
- 11.5 The SP(S) must guarantee the presence of the Team Leader in charge of the project throughout the duration of the contract.
- 11.6 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract, the special conditions of contract will prevail.
- 11.7 The bid proposals should be submitted with all required information containing technical information.
- 11.8 Travelling costs and time spent or incurred between home and office of the SP(S) and the Department office will not be for the account of Department.
- 11.9 Bidders failing to meet all the requirements will automatically be disqualified.
- 11.10 Suppliers / Service Providers are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by SANAS only or an original or certified copy of DTI sworn affidavit in terms of Codes of good practice" indicating that service provider is an EME/ QSE.
- 11.11 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 11.12 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.

- 11.13 In the event that the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.
- 11.14 Poor or non-performance by the bidder will result in cancellation of the order and the MOA.
- 11.15 Should the service provider fail to perform, the Department reserves the right to cancel the appointment of such service provider immediately and without any notice. The Department also reserves the right to recover the costs incurred in arranging such training e.g. salaries/wages of attendees and any other costs deemed necessary for the successful execution of the training.
- 11.15 Requirements of project participants appointed by the successful bidder/s The following requirements for participants appointed by the successful SP/s:
- 11.16 Participants employed should be conversant in at least one of the four official languages used in each coastal province, namely Afrikaans, English, isiZulu and isiXhosa.
- 11.17 SP(S) must be able to deploy project participants who will be able to facilitate and engage in the dominant local language of any community from the identified small-scale fishing cooperatives from the four coastal provinces.

#### 11.18 Activity Interruptions

The successful SP(S) shall under no circumstances intentionally interrupt performance on the Project for more than fifteen working days without prior written notification of 7 (seven) working days to the DFFE.

#### 11.19 Completion of Projects

Upon completion of the project or the end of the contract period a close-out process should be followed to ensure that all project deliverables have been achieved. A final project assessment will be done by the Contract Manager (CM) as per the SP's contract requirements. Once the CM is satisfied with the quality of the deliverables, a Close-out Report will be completed by the SP. The Report will entail details on the stages of the project plan and feedback on the implementation of each stage.

- 11.20 The documents required as part of the Close-out Report will be submitted as per the contract requirements.
- 11.21 The Close-out Report must accompany the last invoice to process the final payment to the SP.

## **12. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS**

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

## **13. PAYMENT TERMS**

- 13.1 The MLRF undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.
- 13.2 Payment by the DFFE / MLRF shall be made by means of an electronic transfer into the SP's bank account.
- 13.3 Payment requirements
- The successful Service Provider shall render services to the DFFE in accordance with the Project Plan and Project Scope.
  - The amounts are inclusive of VAT and all disbursements shall be paid in South African Rands.
  - The Department reserves the right to, after consultation with the successful Service Provider, increase, reduce or cancel the budget.
  - Disbursements of project funding will be agreed on for each project and disbursements will be made on agreed and verified deliverables and indicators (targets) that are included in the Project Plan
  - The successful Service Provider shall provide the MLRF with an original tax invoice for the services rendered. Once the Department 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.

- Invoices should be addressed to the MLRF not DFFE. Statement of account should be provided monthly.
- The successful Service Provider are required to submit the following documents with each invoice;
  - Acting letter of the manager of SP(S) (if applicable)
  - Monthly/Period Project Progress Report
- The Department/ MLRF requires that a new order number be raised after 1 April of each of the financial years of the contract period.

## 14 ENQUIRIES

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

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

*\*Bidders should use "MLRF197/22 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:

SMALL-SCALE FISHING CO-OPERATIVE/ COMMUNITY DETAILS PER PROVINCE

Nr	Prov	Name of Co-operative	District Municipality	Local Municipality	Community	Status
<b>Northern Cape</b>						
1	NC	Aukotowa Primary Co-op	Namakwa	Richtersveld	Port Nolloth	Registered
2	NC	Longtime Hondeklipbaai fishing primary co-op	Namakwa	Kamiesberg	Hondeklipbaai	Registered
<b>Eastern Cape</b>						
Nr	Prov	Name of Co-operative	District Municipality	Local Municipality	Community	Status
1	EC	XHOLOBENI FISHING	Alfred Ndzo	Mbizana	XHOLOBENI	Registered
2	EC	MALULWANE FISHING	Alfred Ndzo	Mbizana	MDATYA	Registered
3	EC	KING CLIPPER FISHING	Alfred Ndzo	Mbizana	LUPHITHINI	Registered
4	EC	SHARK POINT FISHING	Alfred Ndzo	Mbizana	MTHEINTHU	Registered
5	EC	Mnyameni Marine Resources	Alfred Ndzo	Mbizana	MTHOLANI	Registered
6	EC	Mzamba Small-Scale Fishing	Alfred Ndzo	Mbizana	Mzamba	Registered
7	EC	LUBANZI MARINE FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mbashe	GINYINTSIMBI	Registered
8	EC	MASAKHANE FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mbashe	NOILENI	Registered
9	EC	SIKHONDWENI FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mbashe	QATYWA/GUSI	Registered
10	EC	ISIQALO FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mbashe	NTLANGANO/MENDWANA	Registered
11	EC	DWESA FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mbashe	NGOMA	Registered
12	EC	VUKUZENZELE FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mbashe	MPUME	Registered
13	EC	MASAKHANYE FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mbashe	NTUBENI	Registered
14	EC	ELUTHIMBA FISHING CO-OPERATIVE LIMITED	Amathole	Mquma	NGOZELA	Registered
15	EC	MPAME FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mbashe	MPAME	Registered
16	EC	BLIZ POINT FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mbashe	CWEBE	Registered
17	EC	TENZA BEACH FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mbashe	MAHASANA XAZINI & TENZA	Registered
18	EC	KOB AND BREAM FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mbashe	QHORA	Registered
19	EC	SONYAMEZELA FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mbashe	NXAXHO/TAKAZI A	Registered
20	EC	CHEBE KHULANI FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mquma	CHEBE	Registered
21	EC	NOYAKANA FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mquma	WAVECREST	Registered
22	EC	MSILKITSHANA FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mquma	GCINAGQUINCE	Registered
23	EC	QOLORHA FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mquma	QOLORHA/KEI FARM	Registered
24	EC	KEI-MOR FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Great Kei	KEI MOUTH/MORGANS BAY	Registered
25	EC	SIYAPHAMBILI FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	NGQUSHWA	HAMBURG	Registered
26	EC	UMLIBO FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	NGQUSHWA	WESLEY	Registered
27	EC	BENTON FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	NGQUSHWA	BENTON	Registered
28	EC	LOWER-JOTELA FISHING PRIMARY CO-OPERATIVE LIMITED	Amathole	Mbashe	FOLOKHWE/JOTELA	Registered
29	EC	THE VISION FISHING PRIMARY CO-OPERATIVE LIMITED	Buffalo City Metro Municipality	Buffalo City Metro Municipality	BUFFALO FLATS	Registered
30	EC	KIWANE FISHING PRIMARY CO-OPERATIVE LIMITED	Buffalo City Metro Municipality	Buffalo City Metro Municipality	TYOLOMNOGA	Registered
31	EC	EASTERN CAPE BLACK FISHERS	NELSON MANDELA BAY	NELSON MANDELA BAY	KLEINSKOOL / SALSONVILLE/ ARCADIA	Registered
32	EC	LIMITED	NELSON MANDELA BAY	NELSON MANDELA BAY	CHATTY	Registered
33	EC	MSKABA MOUTH FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	Ingquza Hill	NDENGANE/KHANYAYO	Registered
34	EC	SIKHATSHA FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	Ingquza Hill	CUTWINI	Registered
35	EC	SIYAKHANA FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	Ingquza Hill	MBOTYI	Registered
36	EC	NOMNGCINGI FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	MTAMBALALA/LUJAZO	Registered
37	EC	MANTEKU FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	MANTEKU	Registered
38	EC	MTALALA FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	MTALALA	Registered
39	EC	KUSILE MAGCAKI FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	MAGCAKINI	Registered
40	EC	NDLUZULA FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	MAWOTSHENI	Registered
41	EC	MATHEBENI FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	NYANDENI	MDZWINI	Registered
42	EC	HLULEKA FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	NYANDENI	HLULEKA	Registered
43	EC	NGOKO SMALL-SCALE FISHERS PRIMARY CO-OPERATIVE LIMITED	OR Tambo	KING SABATA DYALINDYEBE	NGOKO	Registered
44	EC	SIYAPHAMBILI SMALL SCALE FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	KING SABATA DYALINDYEBE	JONGA	Registered
45	EC	SIYALOKA COFFEE BAY FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	KING SABATA DYALINDYEBE	RHINI	Registered
46	EC	SIKHALENI FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	KING SABATA DYALINDYEBE	MTSONJANA	Registered
47	EC	WATERFALL BLUFF FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	Ingquza Hill	RHOLE/DIMFI/KHONJWAYO	Registered
48	EC	LOWER LUPHOKO FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	LUPHOKO	Registered
49	EC	BLOW HOLE FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	MTUMBANA	Registered
50	EC	PSJ CENTRAL FISHERIES PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	PORT ST. JOHNS	Registered
51	EC	MANXOKWENI FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	NOQHEKWANA/ BOLANI	Registered
52	EC	CHASCAVU FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	SICAMBENI/VUKANDLULE	Registered
53	EC	FLATROCK CWEBENI FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	CWEBENI	Registered
54	EC	MHADINI FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	NJELAMVELELO	Registered
55	EC	RHEBU FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	RHEBU	Registered
56	EC	LUTATWENI COB FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	LUTATWENI	Registered
57	EC	NKONXA FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	TSWELENI/SIHLANJENI	Registered
58	EC	MNGAZANA MANGROOVE FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	PORT ST. JOHNS	MADAKENI	Registered
59	EC	PRESLEY BAY FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	NYANDENI	MAMOLWENI	Registered
60	EC	MNGCIBE FAMILY FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	NYANDENI	MGCIBEL/WANDILE	Registered
61	EC	TSHANI FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	NYANDENI	TSHANI	Registered
62	EC	NUXIZA SMALL-SCALE FISHERS PRIMARY CO-OPERATIVE LIMITED	OR Tambo	KING SABATA DYALINDYEBE	MATHOKAZINI	Registered
63	EC	VUKUSIZINDENI SMALL-SCALE FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	KING SABATA DYALINDYEBE	SIZINDENI	Registered
64	EC	DALINTLUTHA SMALL-SCALE FISHING PRIMARY CO-OPERATIVE LIMITED	OR Tambo	KING SABATA DYALINDYEBE	MAWOTSHENI	Registered
65	EC	KOWIE FISHING CO-OPERATIVE LTD	Sarah Baartman	NDLAMBE	NEMATO	Registered
66	EC	EKUPHUMLEN KENTON ON SEA PRIMARY CO-OPERATIVE LIMITED	Sarah Baartman	NDLAMBE	KENTON-ON-SEA	Registered
67	EC	MOEG GESUKKEL VISSERYE CO-OPERATIVE LIMITED	Sarah Baartman	NDLAMBE	KLIPFONTEIN	Registered
68	EC	SARAH BAARTMAN FISHING	Sarah Baartman	KOUGA	PELLSRUS/LOERIE	Registered
69	EC	ELINYE FISHING CO-OPERATIVE LIMITED	Sarah Baartman	KOUGA	HUMANSDORP/ KWANOMZAMO/ SEA VISTA	Registered
70	EC	COLDSTORMS FISHING PRIMARY CO-OPERATIVE LIMITED	Sarah Baartman	KOUKAMMA	COLDSTREAM	Registered
71	EC	KOUKAMMA FISHING PRIMARY CO-OPERATIVE LIMITED	Sarah Baartman	KOUKAMMA	WOODLANDS	Registered
72	EC	MARSELLE FISHERIES PRIMARY CO-OPERATIVE LIMITED	Sarah Baartman	NDLAMBE	MARSELLE	Registered

Kwa-Zulu Natal						
Nr	Provi	Name of Co-operative	District Municipality	Local Municipality	Community	Status
1	KZN	Mnini Fisheries	Ethekwini Metropolitan	ethekwini	UMGABABA	Registered
2	kzn	Bambelelani Badobi Priamy Co-operative	Ethekwini Metropolitan	ethekwini	CROSSMOOR	Registered
3	kzn	Merewent Primay Co-operative	Ethekwini Metropolitan	ethekwini	MEREBANK	Registered
4	kzn	KwaDukuza KZN Primary Cooperative Limited	Ilembe	Mandeni	GROUVTILE	Registered
5	kzn	NONOTI FISHERIES	Ilembe	Mandeni	NONOTI	Registered
6	kzn	Isiphethosohwebede	Ilembe	Kwadukuza	THUKELA	Registered
7	kzn	Wangu Fisheries	Ilembe	Mandeni	WANGU (AMATIKULU)	Registered
8	kzn	Amatikulu Mouth Fisheries	Ilembe	Mandeni	DOKODWENI	Registered
9	kzn	Skhaleni Fisheries	King Chweshayo	uMhlatuze	ESIKHALENI+NOZALELA	Registered
10	kzn	Aqunhlanzi	King Chweshayo	Umfolozi	NZALABANTU+ AQUADENE	Registered
11	kzn	Nkunze'bomvu Fisheries	King Chweshayo	Umfolozi	KWA-MBONAMBI	Registered
12	kzn	Nhlabane Fisheries	King Chweshayo	Umfolozi	NHLABANE	Registered
13	kzn	Senzakwenzake	King Chweshayo	Umfolozi	SOKHULU	Registered
14	kzn	INGULE Primer cooperative	ugu	Ray Nkonyeni	NZIMAKWE	Registered
15	kzn	Funinhlanzi Fisheries	ugu	Ray Nkonyeni	PORT EDWARD	Registered
16	kzn	Sijadida Tuna Primary cooperative	ugu	Umzumbe	KWA-XOLO	Registered
17	kzn	Mvutshini Fisheries Cooperative Ltd	ugu	Ray Nkonyeni	MVUTSHINI	Registered
18	kzn	Mduduzi Fisheries	ugu	Ray Nkonyeni	GAMALAKHE	Registered
19	kzn	Qhakazamathuli	ugu	Ray Nkonyeni	ISHLONYANENI	Registered
20	kzn	Mnafu Fisheries	ugu	Umdoni	MNAFU	Registered
21	kzn	Green crab Reserve	Umkhanyakude	Mtubatuba	MPEMBENI	Registered
22	kzn	Khula St Lucia Primary Cooperative	Umkhanyakude	Mtubatuba	KHULA	Registered
23	kzn	Dukudukuk hayelisha Fishing Cooperative	Umkhanyakude	Mtubatuba	DUKUDUKU & KHAYELISHA	Registered
24	kzn	Sijaqhubeka	Umkhanyakude	Mtubatuba	MFEKAYI	Registered
25	kzn	Kufeziwe Primary Fishing cooperative	Umkhanyakude	Mtubatuba	QAKWINI	Registered
26	kzn	Nkundusi Fishing Primary Cooperative	Umkhanyakude	Mtubatuba	NKUNDUSI	Registered
27	kzn	Nibela Fisheries	Umkhanyakude	Mtubatuba	NIBELA	Registered
28	kzn	Nkundwini Fisheries	Umkhanyakude	Umhlabyalingana	MABIBI	Registered
29	kzn	M&M FISHERIES	Umkhanyakude	Umhlabyalingana	MANZENGWENYA+MPUKANE	Registered
30	kzn	SIKWENZILE	Umkhanyakude	Umhlabyalingana	KWA-DAPHA	Registered
31	kzn	Phazukomkhono Fishing Primary Co-operative	Umkhanyakude	Umhlabyalingana	KWA-GEORGE/ Manyisa/ Engozini	Registered
32	kzn	NYAKAZAMAZAMBANE	Umkhanyakude	Umhlabyalingana	MAZAMBANE	Registered
33	kzn	Kosi Mounth Fisheries	Umkhanyakude	Umhlabyalingana	MAHLUNGULA+MVUTSHANA	Registered
34	kzn	Zabalaza Fishing co-opeesatives	Umkhanyakude	Umhlabyalingana	NKOVUKENI	Registered
35	kzn	Nlabende Fisheries	Umkhanyakude	Umhlabyalingana	KWAMBILA	Registered
Western Cape						
Nr	Provi	Name of Co-operative	District Municipality	Local Municipality	Community	Status
1	wc	None	Cape wine lands	Drakenstein	Mbekweni (Paarl)	None
2	wc	None	City Of Cape Town	City of Cape Town Metro	Sir Lowry's Pass	None
3	wc	None	City Of Cape Town	City of Cape Town Metro	Strand	None
4	wc	None	City Of Cape Town	City of Cape Town Metro	Khayelitsha/ Khayelitsha Site B	None
5	wc	None	City Of Cape Town	City of Cape Town Metro	Grassy Park	None
6	wc	None	City Of Cape Town	City of Cape Town Metro	Mitchels Plain	None
7	wc	None	City Of Cape Town	City of Cape Town Metro	Imizamo Yethu	None
8	wc	None	City Of Cape Town	City of Cape Town Metro	Kalk Bay	None
9	wc	None	City Of Cape Town	City of Cape Town Metro	Langa	None
10	wc	None	City Of Cape Town	City of Cape Town Metro	Mamre	None
11	wc	None	City Of Cape Town	City of Cape Town Metro	Vrygrond	None
12	wc	None	City Of Cape Town	City of Cape Town Metro	Hangberg	None
13	wc	None	City Of Cape Town	City of Cape Town Metro	Ocean View	None
14	wc	None	City Of Cape town	City of Cape Town Metro	Phillipi	None
15	wc	None	City Of Cape town	City of Cape Town Metro	Redhill Summung	None
16	wc	None	City Of Cape town	City of Cape Town Metro	Retreat	None
17	wc	None	City Of Cape town	City of Cape Town Metro	Atlantis	None
18	wc	None	City Of Cape town	City of Cape Town Metro	Belhar	None
19	wc	None	City Of Cape town	City of Cape Town Metro	Bloubergstrand	None
20	wc	None	City Of Cape town	City of Cape Town Metro	Delft	None
21	wc	None	City Of Cape town	City of Cape Town Metro	Gordons Bay	None
22	wc	None	City Of Cape town	City of Cape Town Metro	Gugulethu	None
23	wc	None	City Of Cape town	City of Cape Town Metro	Hanover Park	None
24	wc	None	City Of Cape town	City of Cape Town Metro	Kraaifontein	None
25	wc	None	City Of Cape town	City of Cape Town Metro	Lavenerhill / Rondevelei	None
26	wc	None	City Of Cape town	City of Cape Town Metro	Macassar	None
27	wc	None	City Of Cape town	City of Cape Town Metro	Masakhane	None
28	wc	None	City Of Cape town	City of Cape Town Metro	Masiphumelele	None
29	wc	None	City Of Cape town	City of Cape Town Metro	Nyanga	None
30	wc	None	City Of Cape town	City of Cape Town Metro	Brackenfell	None
31	wc	None	City Of Cape town	City of Cape Town Metro	Steenberg	None
32	wc	None	City Of Cape town	City of Cape Town Metro	Strandfontein	None
33	wc	None	City Of Cape Town	City of Cape Town Metro	Cross Roads	None
34	wc	None	Eden	Bitou	Witterdrift	None
35	wc	None	Eden	Bitou	Green Valley	None
36	wc	None	Eden	Bitou	New Horizon	None
37	wc	None	Eden	Bitou	Qolweni Location	None
38	wc	None	Eden	Bitou	Kurkland	None
39	wc	None	Eden	Bitou	KwaNokuthula/ Bossiesgif	None
40	wc	None	Eden	mossel Bay	KwaNonqaba	None
41	wc	None	Eden	mossel Bay	Mossel Bay/Herbertsdale	None
42	wc	None	Eden	mossel Bay	Asla	None
43	wc	None	Eden	mossel Bay	Dailmeida	None
44	wc	None	Eden	mossel Bay	Gouritzmond	None
45	wc	None	Eden	George	Paridise park	None
46	wc	None	Eden	George	Pine Trees	None
47	wc	None	Eden	Hessequa	Stilbaai	None
48	wc	None	Eden	Hessequa	Slangrivier	None
49	wc	None	Eden	Hessequa	Vermaaklikheid/ Riversdale/ San Sebastian	None
50	wc	None	Eden	Knysna	Rheendal	None
51	wc	None	Eden	Knysna	Tarka, Newsunnyside	None
52	wc	None	Eden	Knysna	Kleinbrak Power Town	None
53	wc	None	Eden	Knysna	Touwsranten	None
54	wc	None	Eden	Knysna	White Location Knysna	None
55	wc	None	Eden	Knysna	Covie	None

56	wc	None	Eden	Knysna	Kleinkranz (Wilderness)	None
57	wc	None	Eden	Knysna	Hornlee	None
58	wc	None	Eden	Knysna	Smutsville/ Sedgefield	None
59	wc	None	Eden	Bitou	Kranshoek	None
60	wc	None	Eden	Hessequa	Melkhoutfontein	None
61	wc	None	Overberg	Overstrand	Eluxolweni (Pearly Beach)	None
62	wc	None	Overberg	Overstrand	Stanford	None
63	wc	None	Overberg	Overstrand	Buffelsjagsbaai	None
64	wc	None	Overberg	Overstrand	Blompark, Gansbaai	None
65	wc	None	Overberg	Overstrand	Hawston	None
66	wc	None	Overberg	Overstrand	Zwelihle	None
67	wc	None	Overberg	Overstrand	kleinmond	None
68	wc	None	Overberg	Overstrand	Mount Pleasant	None
69	wc	None	Overberg	Cape Agulhas	Struisbaai	None
70	wc	None	Overberg	Cape Agulhas	Arniston	None
71	wc	None	Overberg	Cape Agulhas	Bredasdorp	None
72	wc	None	Overberg	Cape Agulhas	Elim	None
73	wc	None	Overberg	Theewaterskloof	Botriver Fish	None
74	wc	None	Overberg	Overstrand	Pringle Bay	None
75	wc	None	Overberg	Overstrand	Betty's Bay (Mooitsig)	None
76	wc	None	Overberg	Overstrand	Westdene	None
77	wc	None	Overberg	Theewaterskloof	Myddleton	None
78	wc	None	West Coast	Drakenstein	Graafwater	None
79	wc	None	West Coast	Drakenstein	Leipoltville	None
80	wc	None	West Coast	Berg rivier	Velddrif	None
81	wc	None	West Coast	Saldanha bay	Steenberg's Cove	None
82	wc	None	West Coast	Saldanha bay	Stommsneusbaai/ Columbine/ Duyker Island/	None
83	wc	None	West Coast	Saldanha bay	Langebaan	None
84	wc	None	West Coast	Saldanha bay	Vredenberg	None
85	wc	None	West Coast	Saldanha bay	Paternoster	None
86	wc	None	West Coast	Saldanha bay	Saldanha Bay	None
87	wc	None	West Coast	Saldanha bay	Lainjville	None
88	wc	None	West Coast	Matzikama	Doringbaai	None
89	wc	None	West Coast	Matzikama	Ebenheaser	None
90	wc	None	West Coast	Cederberg	Lamberts Bay	None
91	wc	None	West Coast	Cederberg	Elandsbaai	None
92	wc	None	West Coast	Matzikama	Lutzville wes	None
93	wc	None	West Coast	Matzikama	Papendorp	None
94	wc	None	West Coast	Saldanha bay	Saldanha Bay, White City	None
95	wc	None	West Coast	Saldanha bay	Sandy Point	None
96	wc	None	West Coast	Saldanha bay	Yzerfontein	None
97	wc	None	West Coast	Swartland	Darling	None
98	wc	None	West Coast	Saldanha bay	Hopefield	None



## Annexure B: Years of experience template

BIDDER NAME:.....

Number of key staff and the persons to be assigned to the project:

Nr	Staff Name and Surname	relevant experience type	Number of year of relevant Experience	Period of years of relevant experience	Organisation
#	Example: John Doe	Project Management	5 years	2006 to 2010 and 2011 to 2012	Data Capital Source Code Management
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					