forestry, fisheries
& the environment

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

INVITATION TO BID

BID REFERENCE NUMBER: MLRF178/21

TERMS OF REFERENCE FOR THE APPOINTMENT OF THREE INDEPENDENT SERVICE PROVIDERS (SPS) ON THREE (3) YEAR CONTRACTS DURING THE 2021/22 TO 2023/24 MEDIUM TERM EXPENDITURE FRAMEWORK (MTEF) WINDOW PERIOD TO ASSIST THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) / MARINE LIVING RESOURCES FUND (MLRF) WITH THE IMPLEMENTATION AND MANAGEMENT OF THE CATCH DATA MONITORING PROJECT FOR THE COMMERCIAL, SMALL - SCALE AND RECREATIONAL FISHERIES SECTORS.

Contact person:
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Office Telephone No: (021) 402 3632
E-Mail: NMatiwane@environment.gov.za
And
Name: Mr Charles Titus
E-Mail: CTitus@environment.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

CLOSING DATE OF THE BID: 23 SEPTEMBER 2021 AT 11H00

COMPULSORY BRIEFING SESSION:

OPTION1 1 SEPTEMBER 2021 - 09H00 TO 13H00
OPTION 2 2 SEPTEMBER 2021 - 12H00 TO 16H00

forestry, fisheries
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Department:
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REPUBLIC OF SOUTH AFRICA

THE MARINE LIVING RESOURCES FUND, A SCHEDULE 3A PUBLIC ENTITY ESTABLISHED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999 (ACT NO 1 of 1999) AND THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT ("DFFE") (IN ITS COMMITMENT TO THE PRINCIPLES ENSHRINED IN THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996) ADHERES TO THE PROVISIONS OF THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, ACT 53 OF 2003 (B-BBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT 5 OF 2000 ("PPPF") AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE APPOINTMENT OF THREE INDEPENDENT SERVICE PROVIDERS (SPS) ON THREE (3) YEAR CONTRACTS DURING THE 2021/22 TO 2023/24 MEDIUM TERM EXPENDITURE FRAMEWORK (MTEF) WINDOW PERIOD TO ASSIST THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) / MARINE LIVING RESOURCES FUND (MLRF) WITH THE IMPLEMENTATION AND MANAGEMENT OF THE CATCH DATA MONITORING PROJECT FOR THE COMMERCIAL, SMALL - SCALE AND RECREATIONAL FISHERIES SECTORS.

1. PURPOSE

1.1. The Marine Living Resources Fund, a Schedule 3A Public Entity in terms of the Public Finance Management Act, 1999 (Act No 1 of 1999) (hereafter referred to as the MLRF) under the auspices of the Department of Forestry, Fisheries and the Environment ("DFFE" / "MLRF") through its Working for Fisheries Programme is implementing a Catch Data Monitoring Project for the commercial, small-scale and recreational sectors for a period of (3) three years throughout South Africa.

2. INTRODUCTION AND BACKGROUND

2.1. In line with the global trends, South African marine stocks are rapidly declining. The South African government, through its national and international obligations, has a responsibility to ensure that the marine stocks are properly managed through proper management measures that are based on good quality data.

2.2. The Marine Living Resources Act (MLRA), of 1998 (Act number18 of 1998), requires DFFE / MLRF to monitor all fish landed from South African waters. This is an important function of the DFFE / MLRF as this assist in determining the Total Allowable Catch / Total Applied Effort (TAC / TAE) and it is an important source of information used in managing marine fish stocks.

2.3. The data collected during the monitoring process is utilised to make informed decisions as part of the fishing rights allocations in terms of section 18 of the MLRA and TAC / TAE determination processes as prescribed in section 14(1) of the MLRA.

2.4. The Catch Data Monitoring Project will entail the capturing of landings / catches of the Interim Relief fishers and / or the Small-Scale Fishing Sector, along the Northern Cape, Western Cape, Eastern Cape and KwaZulu-Natal coasts. This also includes the commercial nearshore sector which is managed through an annual TAC / TAE and the recreational fishing sectors in the same geographic areas.

2.5. The Catch Data Monitoring Project will be divided into three geographic regions: 1 - the Northern and Western Cape, 2 - the Eastern Cape and 3 - the Kwa-Zulu Natal coast.

2.6. The intention is to appoint three Service Providers (SPS) to implement the Catch Data Monitoring Project. One SP will be appointed in each of the three geographic regions. However, the department reserves the right to appoint any number of service providers as required.

2.7. The project is funded through the DFFE's / MLRF's Working for Fisheries Programme (WFFP) under the Expanded Public Works Programme (EPWP). Through the EPWP, employment opportunities are targeted towards certain categories of people, specifically the previously disadvantaged groups such as, women, youth and people with disabilities.

2.8. <u>Information Sessions for Interested Parties</u>

- The DFFE / MLRF has arranged compulsory information sessions. The attendance of one of these sessions is compulsory. The tender documents will be explained during these sessions. The information sessions will be held virtually via Microsoft Teams. The virtual sessions will take place as follows:

- 1 September 2021 – 9h00 to 13h00
- 2 September 2021 – 12h00 to 16h00

- The link for the sessions can be requested via email to Mr Charles Titus, Deputy Director, Working for Fisheries Programme
  - CTitus@environment.gov.za

3. OBJECTIVES OF APPOINTING THE SERVICE PROVIDERS

3.1 To provide effective management services to the DFFE / MLRF to implement and manage its Catch Data Monitoring Project.

3.2 To ensure EPWP employment targets are obtained through the implementation of the Catch Data Monitoring Project.

3.3 To develop an overall project implementation plan with deliverables and timeframes in line with the Working for Fisheries Programme under the auspices of the EPWP.

3.4 To ensure skills development of the Project participants / workers.

4. SCOPE AND EXTENT OF WORK

4.1 The appointed service providers will be required to cover the following scope and extent of work and ensure compliance with the EPWP.

4.2 The fishing sectors that must be monitored and observed and the level of coverage are as follows:

As a principle:

a) All quota control species shall receive 100% coverage of all landings.
b) Only a portion of the landings of effort limited fisheries shall be monitored and the percentage coverage of these fisheries may be adjusted from time to time by the DFFE / MLRF's Project Management Committee.
c) Only a portion of the landings of recreational fisheries are required to be monitored and the percentage coverage of these fisheries may be adjusted from time to time by the DFFE / MLRF's Project Management Committee.
d) All Catch data is recorded and reported on in a format as required by the DFFE / MLRF and submitted as agreed to with the DFFE / MLRF.
e) All Catch data is also recorded digitally and must be available in "real time". The DFFE / MLRF will dictate the digital system / platform that the SPS must use.
f) Observed contraventions in terms of the MLRA and its regulations must be reported by the service provider to the local Fishery Control Officers (FCOs) responsible for the area or where required to the Chief Directorate: MCS in a manner to be determined by the DFFE / MLRF.

4.3 Below is the DFFE's / MLRF's guide for the Catch Data Monitoring Project.

4.3.1 Category of monitors:

- **Category 1**: Beach / Inshore activity (roving creel survey and monitoring of typical effort limited fisheries for commercial, small-scale and recreational fisheries). Includes species identification, accurate recording, and reporting.

- **Category 2**: Harbour / port / slipway (monitoring of effort or quota limited fisheries that are typically boat-based for commercial, small-scale and recreational fisheries). Includes species identification, weighing of catch, accurate recording, and reporting.

- **Category 3**: Foreign vessels (monitoring of industrial foreign fishing vessel discharges in Cape Town, Gqeberha, Richards Bay and Durban harbours as part of South Africa's international obligation). This poses extra complexity for the monitor due to dealing with foreign cultures and languages and monitoring lengthy discharges. The monitor's functions may include identification of species that are not found in our waters, in addition to weighing of catch, accurate recording, and reporting. Twenty percent of all fish landed from foreign fishing vessels must be monitored.

4.3.2 The DFFE's / MLRF's guide for the percentage coverage and the category of monitors for the various fishing sectors and the number of monitors that should be placed at various stations or areas are as follows:

Table 1: Percentage coverage of fish landing or vessels and regions with category of monitors in the various fishing sectors. Region1: Northern and Western Cape; Region 2: Eastern Cape; Region 3: KwaZulu-Natal

Fishing Sector	**% Coverage of fish landings or vessels**	**Geographic Region / s**	**Category of monitors**
Abalone	100%	Northern Cape and Western Cape and Eastern Cape.	Category 2 monitor
West Coast Rock Lobster (Commercial and Small-scale Fisheries)	100%	Northern Cape and Western Cape	Category 2 monitor
South Coast Rock Lobster	100%	Northern Cape and Western Cape and Eastern Cape	Category 2 monitor
East Coast Rock Lobster	100%	Eastern Cape and KwaZulu-Natal	Category 2 monitor
Small Pelagic	100%	Mainly Northern Cape and Western Cape and Eastern Cape	Category 2 monitor
Horse Mackerel	100%	Mainly Northern Cape and Western Cape and Eastern Cape	Category 2 monitor
Tuna Pole	100%	Northern Cape and Western Cape	Category 2 monitor

Tuna and Swordfish Longline	100%	Mainly Northern Cape and Western Cape and Eastern Cape and KwaZulu-Natal	Category 2 monitor
Patagonian Tooth fish	100%	Mainly Northern Cape and Western Cape and Eastern Cape and KwaZulu-Natal	Category 2 monitor
Hake Longline	100%	Mainly Northern Cape and Western Cape and Eastern Cape	Category 2 monitor
Small-Scale Fisheries (for own consumption)	100%	Mainly Eastern Cape and KwaZulu-Natal and Northern Cape and Western Cape	Category 1 monitor
Hake Inshore Trawl	100%	Mainly Northern Cape and Western Cape and Eastern Cape	Category 2 monitor
Hake Deep Sea Trawl	100%	Mainly Northern Cape and Western Cape and Eastern Cape	Category 2 monitor
Squid	100%	Northern Cape and Western Cape and Eastern Cape	Category 2 monitor
Traditional Linefish (Commercial and Small-scale Fisheries)	100%	Mainly Northern Cape and Western Cape, and Eastern Cape and KwaZulu-Natal	Category 2 monitor
Foreign Fishing Vessels (Foreign flagged vessels)	20% (100% of foreign vessels)	Western Cape, Eastern Cape and KwaZulu-Natal	Category 3 monitor
Shark Longline	min 60%	Mainly Northern Cape and Western Cape and Eastern Cape	Category 2 monitor
KZN Beach Seine (Commercial and Small-scale Fisheries)	min 60%	KwaZulu-Natal	Category 1 monitor
Netfish (Commercial and Small-scale Fisheries)	min 60%	Northern Cape and Western Cape	Category 2 monitor
KZN Prawn Trawl	min 60%	KwaZulu-Natal	Category 2 monitor
Hake Handline (Commercial and Small-scale Fisheries)	min 60%	Mainly Northern Cape and Western Cape and Eastern Cape	Category 2 monitor
White Mussel (Commercial and Small-scale Fisheries)	min 60%	Northern Cape and Western Cape	Category 2 monitor
Oysters (Commercial and Small-scale Fisheries)	min 60%	Northern Cape and Western Cape and KwaZulu-Natal. Eastern Cape only pertains to washed-up oysters	Category 1 monitor
Octopus	100%	Mainly Northern Cape and Western Cape	Category 2 monitor
Seaweed (Commercial and Small-scale	min 60%	Northern Cape and Western Cape and Eastern Cape	Category 2 monitor

Fisheries)			
Recreational Fishers (West coast rock lobster, east coast rock lobster, boat-based linefish, angling, bait collecting, spearfishing, molluscs)	min 60%	Northern Cape and Western Cape, Eastern Cape and KwaZulu-Natal	Category 1 and 2 monitors

Table 2: Category 1 monitors: Number of monitors to be placed at stations / areas:

LOCATION	NUMBER OF MONITORS
Region 1: Northern Cape and Western Cape	
1. Port Nolloth	1
2. Hondeklipbaai	1
3. Ebenhaeser	1
4. Papendorp	1
5. Veldrif	1
6. Steenbergs Cove	1
7. Sandy Point	1
8. Stompneus Baai	1
9. Langebaan	1
10. Macassar	1
11. Tarka	1
12. Strand	1
13. Pringle Bay	1
14. Pine Tree	1
15. Westdene	1
16. Stanford	1
17. Eluxolweni (Pearly Beach)	1
18. Struisbaai	1
19. Arniston	1
20. Stillbaai	1
21. Slangrivier	1
22. Elim	1
23. Gouritsmond	1
24. Kleinbrak Power Town	1
25. Kleinkranz (Wilderness)	1
26. Touwsranten	1
27. Rheenedal	1
28. Hornlee	1
29. Kranshoek	1
30. KwaNokuthula	1
31. Kurland	1
32. Covie	1
33. New Horizon	1
34. Storms River	1

Region 2: Eastern Cape	
35. Coldstream	1
36. Woodlands	1
37. Sanddrift	1
38. Thornam	1
39. Mountain view	1
40. Seavista / St Francis Bay	1
41. Humansdorp	1
42. Pellsrus/ Jeffreys Bay	1
43. Thorn Hill	1
44. Gqeberha	8
45. Missionvale/Kleinskool	1
46. Salsonville	1
47. Schauderville	1
48. Kwazakhele	1
49. Uitenhage	1
50. Cholchester	2
51. Wenzel Park	1
52. Kenton on sea	1
53. Nemato	1
54. Benton	1
55. Wesley	1
56. Hamburg	1
57. Mazikhanye	1
58. Bell &Bodium	1
59. Tyolomnqa	1
60. Ncerha	1
61. Kaizers Beach	1
62. Orange Grove	1
63. Parks side	1
64. Buffalo Flats	1
65. Braelyn	1
66. Gonubie	1
67. Morgan's Bay	1
68. Kei-Mouth	1
69. Kei Farms	1
70. Qholorha	1
71. Ngcizela	1
72. Nxaxho	1
73. Wavecrest	1
74. Chebe	1
75. Gqunqe	1
76. Gcina	1
77. Qhorha	1
78. Jotela -Lower	1

79. Jotela -upper	1
80. Folokhwe	1
81. Mahasana-Xazini	1
82. Mahasana-Tenza	1
83. Ntubeni	1
84. Mpume	1
85. Ngoma	1
86. Ntlangano	1
87. Mendwane	1
88. Hobeni	1
89. Cwebe	1
90. Gusi	1
Region 3: KwaZulu-Natal	
91. Port Edward	1
92. Nzimakwe	1
93. KwaXolo	2
94. Emvutshini	1
95. Gamalakhe	1
96. Cabhane	1
97. Sihlonyaneni	4
98. Mnafu	1
99. Umgababa	1
100. Isiphingo	1
101. Clairwood	1
102. Crossmoor	1
103. Merebank	1
104. Nkukwini	1
105. Thembeni	1
106. Nonoti	2
107. Thugela	1
108. Amatikulu	1
109. Dokodweni	1
110. Port Durnford	1
111. Nozalela	1
112. Esikhaleni	1
113. Mpembeni	1
114. Aquadene	1
115. Nzalabantu	1
116. Mbonambi	1
117. Nhlabane	1
118. Sokhulu	5
119. Dukuduku	1
120. Khula	1
121. Mfekayo	1
122. Qakwini	1

123. Nkundusi	1
124. KwaNibele	1
125. KwaMbila/Mbazwane	3
126. Empini	1
127. Mabbi	1
128. Manzengwenya	1
129. Manzengwenya	1
130. Mpukane	1
131. Emalangeni	1
132. KwaDapha	1
133. Mnyayisa	1
134. KwaGeorge	1
135. Engozini	1
136. Mazambane	1
137. Mahlungula	1
138. Mvutshani	1
139. Nkovukeni	1

Table 3: Category 2 monitors: Number of monitors to placed at stations / areas:

LOCATION	NUMBER OF MONITORS
Region 1: Northern Cape and Western Cape	
1. Port Nolloth	2
2. Hondeklip Bay	2
3. Doring Bay	2
4. Lamberts Bay	10
5. Elands Bay	4
6. Laaiplek	4
7. St. Helena Bay	15
8. Paternoster	5
9. Jacobsbaai	2
10. Saldanha Bay	12
11. Yzerfontein	2
12. Cape Town	12
13. Hout Bay	15
14. Kommetjie / Witsand	4
15. Millers Point	4
16. Kalk Bay	4
17. Gordons Bay	6
18. Kleinmond and Hangklip	4
19. Hermanus	6
20. Gansbaai and Die Dam	6
21. Struisbaai	2
22. Arniston	2
23. Mossel Bay / Herbertsdale	15
24. Buffeljachts / Buffeljagsbaai	2
25. Kleinbaai	2
26. Hawston	4

Region 2: Eastern Cape	
27.Nkanya	2
28.Qatywa	2
29.Nqileni	2
30.Mpame	2
31.Ginyintsimbi	1
32.Hole-in-the Wall	4
33.Coffe Bay (Rhini)	3
34.Coffe Bay (Jonga)	2
35.Coffee Bay (Ematokazini)	2
36.Tshani-Mankosi	3
37.Mngcibe	2
38.Lwandile	2
39.Mamolweni	2
40.Hluleka	3
41.KwaGinqi (Lutatweni)	2
42.KwaGinqi (Rhebhu)	2
43.Tsweleni	2
44.Njela	2
45.Mawotsheni	2
46.Magcakini	2
47.Madakeni	2
48.Mthalala	3
49.Cwebeni	2
50.Vukandlule	2
51.Sicambeni	2
52.Port St Johns Central	4
53.Noqhekwana	2
54.Luphoko	2
55.Mthambalala	2
56.Lujazo	2
57.Manteku	2
58.Mbotyi	3
59.Cuthwini	2
60.Role	2
61.Ndengane	2
62.Mthentu	2
63.Xholobeni	2
64.Mdatya	3
65.Luphithini	2
66.Mzamba	3
Region 3: KwaZulu-Natal	
67.Mzumbe	4
68.Manguzi	3
69.Mbazwane	3
70.Sihlonyaneni communities	4
71.KwaXolo	2
72.Nonoti	2
73.Sokhulu Communities	5

Table 4: Category 3 monitors: Number of monitors to placed at stations / areas:

LOCATION	NUMBER OF MONITORS
Cape Town Harbour	8
Gqeberha Harbour	2
Durban	4
Richards Bay	3

4.4 The Service Providers must ensure that the Catch data is recorded and reported in a format as required by the DFFE / MLRF and submitted as agreed to with the DFFE / MLRF.

5. EXPECTED DELIVERABLES / OUTCOMES

5.1 The service providers shall ensure that quality data on fish catches monitored is collected, recorded and submitted to the DFFE / MLRF.

5.2 The service providers shall ensure that project management and administration is in line with the requirements of the Working for Fisheries Programme under the auspices of the Expanded Public Works Programmes, including the creation of work opportunities along the coast, development of skills for those employed and the day-to-day management of all the project's operations.

5.3 A MS Excel Workbook 1: "Bidding Process" is attached (Annexure F) that includes two spreadsheets:
a) Tender guidelines: Job Creation and Development Budget Profile and
b) Three-year Budget and Employment Cost Summary.

The bidder will be required to submit both spreadsheets (in one Workbook). The required templates (two spreadsheets in MS Excel) will be provided to bidders and should be compiled as prescribed and should be submitted in hard copy, as well as in electronic form on a flash drive (not on a CD).

a) Spreadsheet 1: "Tender guidelines: Job Creation and Development Budget Profile"

The template provided is a guideline to assist bidders to do a budget profile for the project geographic region/s they are bidding for. The purpose of this spreadsheet is for bidders to indicate their understanding of the required project and budget scope. Bidders are required to populate the template and will be evaluated on their submission. The template will require bidders to provide a projected breakdown of the cost profile per year (for the full duration of the project – three (3) years). The budget / costing requirements for the project will be explained in point 7 below.

b) Spreadsheet 2: "Three-year Budget and Employment Cost Summary"

The template provided is a summary of the three-year budget and employment cost profile. It is divided into four budget categories namely:

i) EPWP employment costs (household benefits),
ii) Training and Capacity building (training and development benefits),

iii) Project Operational and related costs,

iv) Project Management, planning, execution and administration.

Furthermore, it allows for the total person-days, cost per person-day and Full-time Equivalent (FTE) jobs to be delivered per year (as well as the full duration of the project – three (3) years). The budget / costing requirements for the project will be explained in point 7 below.

6. PERIOD / DURATION OF APPOINTMENT

6.1 The contracts with the appointed service providers will run for a period of three (3) years 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 service providers.

7. COSTING / COMPREHENSIVE BUDGET

7.1. A comprehensive costing must be provided in a separate envelope inclusive of all disbursement costs and related expenditure inclusive of Value Added Tax (VAT) (SBD 3.3 for detailed and Annexure A – Price Schedule Guidance). The service providers must quote for all activities and should be quoted in South African currency. The bidder's price quotation as reflected in the Bidding Tool, Annexure 1 B, under the DFFE / MLRF Bid Item "Price Quotation – Total Bid" must be used as the price quotation in the SBD 3.3.

7.2. The DFFE / MLRF shall not pay for any unproductive or duplicated time spent by the service providers on any assignment, as a result of staff changes, sub-contracting or re-drafting of reports due to errors, corrections or incorrect / incomplete findings.

7.3. The DFFE / MLRF 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).

7.4. Cost Drivers for Projects:

The DFFE / MLRF will evaluate according to the relative cost of employment to the government (as an indication of project efficiency) and expressed as cost per FTE, measured against relative costs per person-day for the respective category / categories (benchmarks), and / or fees according to the Basic Conditions of Employment Act, Act 1997 Ministerial Determination 4: Expanded Public Works Programmes. The cost drivers are depicted below:

- Cost of employment (Wages, Unemployment Insurance Fund (UIF), the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (COIDA)). These are legally binding costs.
- Operational Costs (Project Management, Planning, Execution, Administration, Recruitment, Personal Protective Equipment, Branding, Health and Safety within natural disaster of a pandemic (e.g. COVID 19), Materials (tools of trade), Training, Data capturing, Data reporting, Mechanisation of data, Transport).
- Post implementation sign-off on completion.
- Value Added Tax (VAT), where applicable.
- Relative Benchmark = Tender Cost per FTE (Benchmark price cost of employment (COE) Costs + Operational Costs

7.5 A Microsoft Excel template called: "Workbook 1: Bidding Process" is provided (Annexure F) and must be completed (in hard copy and electronically on a flash drive – not on a CD) by the bidder for the project geographic region/s that he/she is bidding for. If the bidder is bidding for more than one project geographic region, the same template should be completed for each of the regions. The Spreadsheets are currently populated with indicated figures as an example of how to complete the spreadsheets. The bidder/s are required to only populate the blue cells in the spreadsheets and are required to refer to Annexure E (Explanation of Spreadsheets for Workbook 1), for information on how to complete the spreadsheets. The MS Excel Workbook attached hereto includes two spreadsheets namely:

I. Bidding tool: Job Creation and Development Budget Profile
II. Three-year Budget and Employment Cost Summary.

The bidder will be required to submit both spreadsheets within the prescribed format. Annexure E explains what is required and how it should be completed.

Comprehensive indicative budgets must be provided in a separate envelope (and on a flash drive), inclusive of all disbursement costs, expenses and VAT.

The relative cost of employment is dependent on the kind of service/s rendered (category of monitors). The cost profiles for the respective project's geographic area may differ due to proximity of landing sites.

To determine the price quotation, the following needs to be considered:
As the pay-out of EPWP employment cost (daily wages, UIF & COIDA) is a deliverable of the project, the price quotation will be calculated by subtracting the employment cost per FTE from the total cost per FTE, which includes all four budget items listed below:

a. EPWP Employment Costs (household income)
b. Training & Capacity Building Costs (training & development benefits)
c. Project Operational and related Costs
d. Project management, planning, execution and administration Costs

Furthermore, it should be noted that the Government's financial year is from 1 April to 31 March the following year. Depending on the commencement date of the successful SPS contracts, the three (3) year contract period of the project may run over four financial years. In such a case, the person-day and FTE costs for the period beyond three financial years will be based on the person-day and FTE costs of the third project year, plus the average percentage of the person-day and FTE costs increase over the three project years as per the Project Scope. The appointment of the SPS will take place within the window period of the 2021/22, 2022/23 and 2023/24 financial years. As a baseline, bid costs should be based on these financial years. Should a project only start during the outer years of the window, Consumer Price Index (CPIX) cost increases will be considered. For the purposes of evaluation, the bid price for the first year will be fixed. For the outer years, the bidder needs to consider CPIX of 4%. However, the annualised CPIX, as published by Stats SA, will be used to adjust annual costs allowing for actual CPIX increases.

A maximum of 5% for contingencies can be considered.

Bidders may submit tender proposals for all three Project Geographic Regions. Evaluation of proposal will be conducted per region. The DFFE / MLRF reserves the right to appoint a service provider based outside of any of the Project Geographic Regions.

8. EVALUATION METHOD

8.1 The evaluation for this bid will be carried out in three (3) phases:

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

8.2 PHASE 1: Pre-compliance or Initial Screening

8.2.1 During this phase bid documents will be reviewed to determine the compliance with Supply Chain Management Standard Bidding Documents and any other required returnable and whether the Central Supplier Data base (CSD) report has been submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria will not be evaluated further.

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

Item No.	**Administrative Requirements**	**Check / Compliance**	**Non-submission may result in disqualification?**
1	Master Bid Document (Application form, Spreadsheets and all SCM documents)	provided and bound	*YES
2	4 Copies of Bid Document	provided and bound	**NO
3	Bidding Spreadsheets in MS Excel and application form	Submitted electronically on flash drive	*YES
Included in the Bid Document			
4	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES
5	SCM - SBD 2 - Tax Clearance Certificate Requirements	CSD registration number / SARS PIN or CSD summary report	**NO
6	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES
7	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed, supported by B-BBEE Certificate if applicable or Affidavit if applicable	**NO
8	SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed, supported	*YES
9	SCM - SBD 9 - Certificate of Independent Bid Determination	Completed and signed	*YES

Item No.	Administrative Requirements	Check / Compliance	Non-submission may result in disqualification?
10	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 DFFE / MLRF reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible and/or incomplete and will not be further evaluated for Mandatory Criteria (Phase 2).

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

8.3 PHASE 2: Functionality and Technical Criteria

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

8.3.2 The bidder must score a minimum of **75%** during Phase 2 (functionality / technical) of the evaluation to qualify for Phase 3 of the evaluation where only points for Price and B-BBEE will be considered.

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

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

8.3.4 The table below depicts the assessment relating to functionality / technical evaluation (Stage 1 assessment). Any bidder that scored 75% or higher in this stage of the evaluation will be considered to progress to Phase 3.

Please note that service providers are required to score at least 60% for each evaluation technical criteria noted below, with the exception of evaluation technical criteria 2 and 4. Additionally, the bid proposals will be evaluated per region as noted above.

No.	PHASE 2			
	GUIDELINES FOR CATEGORY CRITERIA	**FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)**		**WEIGHT**
1	**Bidder's experience in the field of EPWP Project Implementation (attach proof of**	Bidder's years of experience in the field of EPWP Project Implementation as reflected in successfully completed projects.	Indicator	**20**
		Less than one year experience	0	

No.	PHASE 2			
	GUIDELINES FOR CATEGORY CRITERIA	**FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)**		**WEIGHT**
	signed references or appointment/s in this field).	1 and less than 3 years' experience	1	
		3 and less than 5 years' experience	2	
		5 and less than 7 years' experience	3	
		7 and less than 9 years' experience	4	
		9 and more years of experience	5	
2	**Bidder's completed successful relevant projects in the Project's Geographic Region indicating the capacity to deliver on this project within the Project's Geographic Region (attach reference letters from registered-known reputable company and/or government department or entity for similar or related work performed)**	Bidder's capacity to deliver on the project in the Project's Geographic Region	Indicator	**15**
		No reference letter	0	
		1 reference letter	1	
		2 reference letters	2	
		3 reference letters	3	
		4 reference letters	4	
		5 reference letters	5	
3	**Relevant Project Management team's experience and track record (attach profiles/ CVs of key staff and persons to be assigned to the project) in the field of EPWP or Project Management. (Scoring will take place based on the average scores of the team members).**	Key staff years of experience in the field of EPWP or Project Management as reflected in successfully completed projects.	Indicator	**15**
		Less than one year experience	0	
		1 and less than 3 years' experience	1	
		3 and less than 5 years' experience	2	
		5 and less than 7 years' experience	3	
		7 and less than 9 years' experience	4	
		9 and more years of experience	5	
4	**Bidder's completed successful relevant projects in the Fisheries Sector indicating the capacity to deliver on this project (attach reference letters from registered-known reputable company and/or government department or entity for similar or related work performed).**	Bidder's capacity to deliver on the project.	Indicator	**15**
		No reference letter	0	
		1 reference letter	1	
		2 reference letters	2	
		3 reference letters	3	
		4 reference letters	4	
		5 reference letters	5	
5	**A proposed project plan with deliverables, timeframe/ milestones and implementation methodology**	A proposed project plan with deliverables, timeframes/ milestones.	Indicator	**25**
		No information provided	0	
		Project Plan irrelevant	1	

No.	PHASE 2			
	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
		Project Plan provided with limited information and methodology, with no clear deliverables, timeframes/ milestones.	2	
		Project plan with clear deliverables, timeframes/ milestones for two criteria.	3	
		Project plan with clear deliverables, timeframes/ milestones for three criteria.	4	
		Project plan well broken down with details of deliverables, timeframes/ milestones for four criteria.	5	
6	**A comprehensive and detailed anti-corruption strategy**	Bidders are required to provide a detailed anti-corruption strategy with immediate actions taken by the service provider when breaches occur.	Indicator	**10**
		No information provided	0	
		Anti-corruption strategy irrelevant	1	
		Anti-corruption strategy provided with no clear deliverables, timeframes / milestones.	2	
		Limited information provided on deliverables, timeframes / milestones.	3	
		Anti-corruption strategy with clear deliverables, timeframes / milestones for at least three criteria.	4	
		Anti-corruption strategy well broken down with details of deliverables, timeframes / milestones for more than three criteria.	5	
	Total points on functionality			**100**

8.4 **PHASE 3: Preference Point System 80/20 or 90/10**

8.4.1 The ***third phase*** is to perform an evaluation of Price and B-BBEE on the bidders, that successful qualified on phase 2 (functional and technical evaluation).

8.4.2 **Calculation of points for price** - The PPPFA prescribes that the lowest acceptable bid will score 80 points (for tenders under R50m) or 90 points (for tenders above R50m) for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as criteria, only bid proposals that meets functionality requirements (75%) will be considered for evaluation on price and B-BBEE.

8.4.3 The 90/10 as an appropriate preference point system will be used in the evaluation and adjudication of this tender. However, it must be extended that the lowest acceptable tender will be used to determine the applicable preference point system as per regulation (Section 3(a)(ii) of PPR 2017, which states: "If it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system". Therefore, either 80 or 90 points, depending on the rand value of the tender, will be awarded to the bidder who offers the lowest price, and proportionately fewer points are awarded to those with higher prices. Either 20 or 10 points are then available as preference points for EMEs, QSEs or B- BBEE contributors, as applicable. The contract will be awarded to the bidder that scores the highest total number of adjudication points per category.

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

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

B.	**PRICE**	**90 or 80**		
C.	**B-BBEE Status Level Contributor**		**Number of points (10)**	**Number of points (20)**
	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

8.6 Areas of Second Assessment

The bidders who score a minimum of 75% during Stage 1 / First Assessment (functionality / technical) qualify for Stage 2 / Second assessment of the evaluation where only points for Price and B-BBEE will be considered.

The second assessment will be based on the following indicators (as set out in the table below), depending on the tender amount (above or under R50 million).

Second Assessment (For tenders OVER R50 million)	
Area of Assessment	**Maximum Points**
1. The bid price will be assessed per project geographic region and will be based on the price quotation, which will be calculated by subtracting the Wage Cost per FTE from the total cost per FTE (which includes all four budget items as listed below: i. EPWP Employment Costs (household income) ii. Training & Capacity Building Costs (training & development benefits) iii. Project Operational and related Costs iv. Project management, planning, execution and administration	90 points (=90%)
2. Preferential points (B-BBEE Status Level Contributor)	10 points (=10%)
TOTAL	**100%**

Second Assessment (For tenders UNDER R50 million)	
Area of Assessment	**Maximum Points**
1. The bid price will be assessed per project geographic region and will be based on the price quotation, which will be calculated by subtracting the Wage Cost per FTE from the total cost per FTE (which includes all four budget items as listed below: **i.** EPWP Employment Costs (household income) **ii.** Training & Capacity Building Costs (training & development benefits) **iii.** Project Operational and related Costs **iv.** Project management, planning, execution and administration	80 points (=80%)
2. Preferential points (B-BBEE Status Level Contributor)	20 points (=20%)

TOTAL	100%

Preferential points (BEE)

8.6.1 Tenders will be subject to SCM conditions of the DFFE / MLRF. The Preferential Procurement Regulations, 2011 issued in terms of section 5 of the Preferential Procurement Policy Framework Act (Act No 5 of 2000) (PPPFA), aligned with the aims of the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by the Broad-Based Black Economic Empowerment Amendment Act 46 of 2013, and Phase 2 of its Codes of Good Practice.

8.6.2 The PPPFA prescribes that the lowest acceptable bid will score 80 or 90 points for price (as explained above, depending on whether the bid prices is more or less than R50 million). Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as a criterion, only bid proposals that meets functionality requirements (75%) will be considered to be evaluated on Price and B-BBEE.

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

9 BID SUBMISSION REQUIREMENTS

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

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

9.1.2. The proposal shall consist of two parts, namely the technical bid and the pricing bid (master and 4 copies). The application form can be accessed through the DFFE's website, www.environment.gov.za.

9.1.3. 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).**

9.1.4. 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.

9.1.5. Project reference specifying 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).

9.1.6. 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.

9.1.7. Standard bidding documents (SBD1, 2, 3.3, 4, 6.1, 8 and 9) completed and signed.

9.1.8. 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.

9.1.9. 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.

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

9.1.11. Entity registration Certificate (CK1).

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

10. SPECIAL CONDITIONS OF CONTRACT

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

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

10.3. The appointed Project Manager (PM) shall do the ongoing management of the Service Level Agreement (SLA).

10.4. The Service Provider will submit soft copies of the Project Progress Reports monthly and quarterly to the Project Manager, within 4 working 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 to the Service Provider. Failure to submit the required reports will result in non-payment of invoices.

10.5. The Service Provider must guarantee the presence of the Team Leader in charge of the project throughout the duration of the contract. Prior to the appointment of a replacement, the Project Manager from the DFFE / MLRF must approve such appointment. If the Team Leader has to leave the project, the team leader must be replaced with someone with similar expertise and equal years of experience.

10.6. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract, the special conditions of the contract will prevail.

10.7. The proposals should be submitted with all required information containing technical information.

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

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

10.10. 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.

10.11. 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.

10.12. 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.

10.13. 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.

10.14. Poor or non-performance by the SP may result in cancellation of the order and the SLA.

10.15. In the event that additional training is provided to the service provider/s due to poor performance, the DFFE / MLRF 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.

10.16. Should the service provider/s still fail to perform, the DFFE / MLRF reserves the right to cancel the appointment of such service provider as per the conditions in the SLA.

10.17 Minimum criteria for all WFFP Projects

- 90% of work opportunities must be reserved for members of the local community (as far as possible) unless specifically authorised otherwise.
- 60% of work opportunities must be reserved for women, 55% for youth between the ages of 16 and 35 years and 2% for persons with disabilities unless specifically authorised otherwise.
- 50% of SMMEs sub-contracted or listed as related parties by the SP must represent enterprises with at least 70% of equity owned by black designated groups as prescribed in the Preferential Procurement Regulations of 2017.

10.18 Training

Training requirements includes the following:

- During the first year of the contract, training person-days must be a minimum of 5% of total person-days of employment and a minimum of 2% during the outer years.

- The successful SP must submit a training commitment to the Project Manager for approval by the DFFE / MLRF.
- Accredited training shall be implemented by an accredited Training SP/entity appointed by the SP or where applicable by the DFFE / MLRF.
- The successful SP must allow all participants/workers reflected in the training commitment for accredited training, prepared by the accredited training SP and signed by the SP, to attend training as indicated therein and the SP shall remunerate participants for such training days.
- The successful SP shall ensure that the project participants/workers shall receive accredited and non-accredited training during the period of employment. Payments to the SP will be affected accordingly.
- Types of training to be provided to the participants/workers should include, OHS, Covid 19, Fish identification and measurement, electronic data capturing and any other relevant training.

10.19 Requirements of project participants/workers appointed by the successful bidder

The following requirements for participants/workers appointed by the successful SP:

- Participants/workers employed and remunerated in terms of the community wages provision must be employed in terms of the Ministerial Determination No. 4: Public Works Programmes as contained in Government Gazette No. 35310 of 04 May 2012.
- The successful SP shall ensure that EPWP defined categories of participants are paid no less than the minimum wage rates as prescribed by legislation on an annual basis, which rates are within the band as determined by the EPWP. The DFFE / MLRF may take into consideration other wage rates being paid on similar public employment projects within the municipal area when making any determination to avoid any conflicts or challenges with the stakeholder relationships between communities and the SP. The daily wage or task-based rate shall exclude transport and other allowances and shall be comparable to rates paid for similar Projects of the DFFE / MLRF in the area.

10.20 Expanded Public Works Programme (EPWP) requirements in terms of project reporting

- The successful SP shall, for project reporting purposes, keep accurate records as required by the DFFE / MLRF.
- The successful SP shall compile and submit a project progress report (electronically) in a format as prescribed by the DFFE / MLRF on a monthly basis containing the following:
    - Beneficiary information of the profile of participants/workers which will include the identity number of the participant/worker, gender, age, disability status, daily wage or task-based rates paid to participants/workers, and training attended in a period of reporting.
    - All socio-economic and management data must be captured in a format as prescribed by the DFFE / MLRF.

10.21 <u>The Occupational Health and Safety legislation</u>

- The successful bidder, its sub-contractors and his/her participants/workers are required to comply with all Occupational Health and Safety (OHS) legislation and regulations.
- The successful bidder will be required to provide each participant/worker with the required personal protective equipment (PPE) as per the Occupational Health and Safety legislation and regulations applicable to the specific type of work.
- The successful bidder must acknowledge that the DFFE / MLRF OHS Specifications constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that are to be performed on the premises and/or site shall be the obligation of the bidder.
- The successful bidder will be required to provide each participant/worker with the required personal protective equipment (PPE) as per the regulations governing Covid 19 and ensure that all Covid 19 regulations and protocols are implemented.
- It is mandatory for the successful bidder to register all participants in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA) (Act 130 of 1993) and ensure compliance thereof.

10.22 <u>Project Branding</u>

- The project branding should be done as prescribed by the DFFE / MLRF.

10.23 <u>Contractual Compliance</u>

- The successful SP is required to be operational within 60 days after the signing of the SLA with the DFFE / MLRF.

10.24 <u>Completion of Projects</u>

- 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 PM as per the SP's contract requirements. Once the PM 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 (as per the Project Scope and respective APPs) and feedback on the implementation of each stage.
- The documents required as part of the Close-out Report will be submitted as per the contract requirements.
- The Close-out Report must accompany the last invoice to process the final payment to the SP.

10.25 Roles and Responsibilities expected of the successful Bidder

In addition to the above, the successful bidder will be required to comply with the following roles and responsibilities, and will be required to illustrate their commitment and/or provide evidence as and where required by the DFFE / MLRF:

No	Roles and Responsibilities: Service Provider
1.	Project Management
2.	Ensuring compliance with Occupational Health & Safety Act, the Client OHS Specifications, OHS Plan and File requirements, monitoring thereof, and ensuring contractors and their workers are appropriately trained, and in compliance with the PPE required. Appointment letters will be issued in accordance with the OHS Act as well as DFFE / MLRF OHS Roles and Responsibility Procedure. The SP is required to comply with EPWP Procedures and Standards with respect to OHS. The SP is required to comply with all Covid 19 regulations and protocols.
3.	Monitoring compliance with First-Aid standards and ensuring contractors and their workers are appropriately trained, including ensuring HIV-AIDS Awareness training for all SP's staff, contractors and participants/workers.
4.	Office accommodation and office furniture for project management on-site, where applicable.
5.	Adequate security and storage facilities for dedicated equipment and supplies on-site.
6.	Computer hardware and appropriate software for project management on-site.
7.	Telephone and related connectivity and instruments for project management on-site.
8.	Norms and standards will be set against which, monitoring & evaluation of operations and impacts will be done. Provision will be made for management, planning, and operational expertise, and communication capacity as may be required. Existing systems will be acknowledged.
9.	As is required in the norms and standards, the work will be done following the EPWP approaches.
10.	Contractors, workers, and staff will be operative under the supervision of the SP and will be subject to norms and standards and best practice guidelines relevant to the execution of their tasks.
11.	Contractors, workers, and staff will be subject to normal access control and security measures that are applied to related properties and sign indemnity forms where required.
12.	Where damage to state property is incurred on SP-controlled land, the relevant line manager will convene an investigation at which investigating officers from the DFFE / MLRF and SP

	will be co-opted. The result of the investigation will determine liability and concomitant corrective measures.
13.	With the support of the DFFE / /MLRF, medium-term management plans will be developed where and when necessary.
14.	The SP will perform facilitation and co-coordinating role with local stakeholders and allocate the resources allocated by the DFFE / MLRF.
15.	The SP will be responsible for managing the partnership with the neighbouring communities and stakeholders.
16.	The SP must ensure compliance with all relevant policies and procedures, including all disciplinary procedures.
17.	Original documents relating to the project (MOA and annexures, all invoices etc.) must be filed on-site for audit and monitoring purposes at the project head office.
18.	The SP must declare any work and services outsourced and may not procure any goods or services for the project that they are bidding for, from any company that they have an interest in, unless it is registered as a Related Party. All agreements between the SP and related parties/sub-contractors, together with confirmation and proof that these costs will be economically beneficial for the DFFE / MLRF, must be sent to the relevant DFFE / MLRF Project Manager for the DFFE's / MLRF's consideration. Collusion with outside service providers is not allowed.
19.	The SP is responsible for ensuring that reporting templates are populated correctly, and all information reported on, is valid, accurate and complete.
20.	The SP will be required to submit the monthly PPR report and Invoice with each payment request, electronically as well as in hard copy (signed).
21.	The SP must provide a Close-out Report to the PM at the end of the project period, as per the contract requirements. Once the PM has received the report it will be reviewed by the Project Management Committee. Once reviewed, the report will be submitted to the DFFE / MLRF Deputy-Director General (DDG) for approval.
22.	The SP is obliged to co-operate with the activities that have to be conducted by the DFFE / MLRF, in respect of Monitoring and Evaluation (M&E) of the project. To this end, the SP may be informed of site inspection visits. However, the DFFE / MLRF reserves the right to conduct surprise visits to the project to ensure that project implementation is conducted correctly and to validate the reported data.
23	The SP is required to submit evidence to the PM on a monthly and quarterly basis as required by the DFFE / MLRF.

24	The SP will be required to procure their own accredited training service providers from the DFFE / MLRF approved database who are registered on the CSD with valid Tax compliance.

11 SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

11.1. In a case whereby sub-contracting is not set as a pre-qualification criterion, however the tenderer is intending to sub-contract a portion of the work, such tenderer awarded a contract may only enter into sub-contracting arrangements with the approval of the DFFE / MLRF.

11.2. In relation to a designated sector, a contractor will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

11.3. A tenderer/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 that 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. PAYMENT TERMS

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

12.2 Payment by the DFFE / MLRF shall be made by means of an electronic transfer into the SPS bank accounts.

12.3 Payment requirements

- The successful Service Providers shall render services to the DFFE / MLRF in accordance with the APP and Project Scope.
- The amounts are inclusive of VAT and all disbursements shall be paid in South African Rands.
- The DFFE / MLRF reserves the right to, after consultation with the successful Service Providers, increase, reduce or cancel the budget.
- In instances where government increases minimum wage rates due to legislative requirements significantly more than CPIX, the DFFE / MLRF may consider a revision of the person-day and FTE costs.
- Disbursements of project funding will be agreed on and disbursements will be made on agreed and verified deliverables and indicators (targets) that are included in the APP.

- The successful Service Providers shall provide the DFFE / MLRF with an original tax invoice for the services rendered. Once the DFFE / MLRF has approved such an invoice and is satisfied with the services rendered as outlined in the APP, it will make payment to the successful Service Providers within 30 days of approval of such a request.
- The successful Service Providers are required to submit the following documents with each invoice:
    - Authorisation letter
    - Monthly/Period Project Progress Report
- In support of the Monthly/Period Project Progress Report the SPS must provide the following:
    - Records of Project deliverables and activities.
    - Records of all transactions between the DFFE / MLRF and the successful SPS related to the project.
    - Records of employment records including socio-economic profiles of project participants/workers, female, youth and disability including supporting documentation or information.
    - Records of EPWP Employment Payments (household benefits namely Wages, UIF, COIDA and where applicable other social security payments) and other socio-economic benefits (female, youth and disability).
    - Records of accredited and non-accredited training.
    - Any additional evidence required will be communicated by the Project Manager.
- The DFFE / MLRF requires that a new order number be raised after 1 April of each of the financial years of the contract period.

12.4 Payments to the Service Providers

- The first payment to the SPS will be made against a deliverable named; "Project management, planning, execution, and administration". For the DFFE / MLRF to consider authorising the payment, the successful Service Providers are required to submit the invoice with evidence of the following to the Project Manager:
    - Year Project Scope and relevant financial year's APP completed and approved by the DFFE / MLRF.
    - Minutes of the Inception meeting and Joint Project Visit held.
    - Identification of broad project risk categories.
    - Institutional Arrangements (Organogram of the management team and individuals of each post, CVs to be on record).
    - HR and training commitments to be submitted.
    - Employment contracts and copies of certified ID documents of Project participants/workers.

Note: Documented evidence of the above should be submitted to PM

- All subsequent payments to the SPS will be determined by the SPS's performance against the required deliverables as set in the approved APP.

13. ENQUIRIES

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

Name: Mr Charles Titus (Technical Enquiries)
E-Mail: CTitus@environment.gov.za

Name: Ms Ncumisa Matiwane (SCM queries)

Email: nmatiwane@environment.gov.za

forestry, fisheries & the environment

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

EXPLANATION OF SPREADSHEETS FOR WORKBOOK 1: BIDDING PROCESS/TOOL FOR JOB CREATION AND DEVELOPMENT BUDGET PROFILE: DFFE / MLRF CATCH DATA MONITORING PROJECT

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK

INTRODUCTION

This document is an explanation of the Microsoft Excel "Workbook 1: Bidding Process" attached hereto that should be completed by the bidder in order to tender for the implementation of the Department of Forestry, Fisheries and the Environment (DFFE) / Marine Living Resources Fund (MLRF) Catch Data Monitoring Project.

EXPLANATION OF SPREADSHEETS

The MS Excel Workbook attached hereto includes two spreadsheets namely;

1) Bidding tool: Job Creation and Development Budget Profile
2) Three-year Budget and Employment Cost Summary.

The bidder will be required to submit both spreadsheets within the deadline as part of the tender process. The required templates (spreadsheets in MS Excel) will be provided to bidders and should be compiled as prescribed. Both documents need to be submitted in hard copy, as well as electronically on a flash drive – not on a cd. Only the blue cells should be completed. The two spreadsheets are explained below;

1. Tender Guideline: Job Creation and Development Budget Profile

The provided template (as per attached Workbook 1 in Microsoft Excel) is a guideline to assist SPs to do a budget profile for the Project in the Geographic Region they are bidding for. The purpose of this document is for SPs to indicate their understanding of the required project and budget scope. SPs are required to populate the template and will be evaluated on their submission. A projected breakdown of the cost profile per year (for the full duration of the project – three years / 36 months) must be provided.

Note: For the purposes of evaluation, the bid price for the first year will be fixed. For the outer years, the bidder needs to consider CPIX of 4%. However, the annualised CPIX, as published by Stats SA, will be used to adjust annual costs allowing for actual CPIX increases. A maximum of 5% for contingencies will be considered.

There are two sections in the spreadsheet.

Section 1:

The first section will require the SP to complete the "blue blocks" only:

- Cost of person-day
- Employment Cost per person day
- Planned operational days
- Number of workers
- Number of person-days

- Number of FTEs
- Total projected budget (per year)

See example below:

Section 1			
Project Year 1		**VAT**	**TOTAL Cost**
Cost per person day Project Year 1	R438,67		
Employment cost per person day	R186,93		
Planned Operational Days	100		
Number of Workers	100		
Number of person days	10000		
Number of FTEs	43		
Project Budget	**R4 058 300,00**	**R328 350,00**	**R4 386 650,00**

Note: VAT must be allowed for as and where applicable.

Section 2;

This section consists of four different budget objectives with sub-items namely;

1. EPWP Employment Costs (household income/benefits)

a. EPWP Wages

- When completing this section, the SP should plan that participants are paid no less than the minimum wage rates set by the Department on an annual basis, which rates are within the band as determined by the Expanded Public Works Programme (EPWP). The daily wage should exclude transport and other allowances (if any) and should be comparable to rates paid for similar projects of the Department in the same area.
- The cost per-person day of employment committed to in the tender, should take into account the nature of the intervention, the location of the project and the potential benefits from a successful intervention.

b. COIDA

- Compensation for Occupational Injuries and Diseases (COIDA) is mandatory and must be included. In this example a percentage of 1.85% was used to calculate the COIDA based on the EPWP employment cost. However, note the SP needs to determine the subclasses applicable to their type of work as each tariff is based on the risk associated with the type of work being done. Refer to the Compensation for Occupational Injuries and Diseases Act, no 130 of 1993 (COIDA) to determine the tariff relevant to the project.

c. UIF

- Unemployment Insurance Fund (UIF) is mandatory and must be included. This cell should not be populated as it will be automatically calculated in the spreadsheet at 2% of total wages.

See Example Below:

Section 2		VAT	TOTAL Cost
1. EPWP Employment Costs (household income)	**R1 869 300,00**	**R0,00**	**R1 869 300,00**
a. EPWP Wages	R1 800 000,00		R1 800 000,00
b. COIDA	R33 300,00		R33 300,00
c. UIF	R36 000,00		R36 000,00

2. <u>Training & Capacity Building Costs (training & development benefits)</u>

This section allows the SP to plan for the training of project participants. Accredited and non-accredited training is required and should be aligned and relevant to the project and skillsets needed to implement the project. The costing thereof should be considered when planning is done.

a. Accredited Training
b. Non-Accredited Training

See example below:

2. Training & Capacity Building Costs (training & development benefits)	**R250 000,00**	**R37 500,00**	**R287 500,00**
Training of workers/project participants			
a. Accredited Training	R200 000,00	R30 000,00	R230 000,00
b. Non-Accredited Training	R50 000,00	R7 500,00	R57 500,00

3. <u>Project Operational and related Costs</u>

As part of the costing, SPs should consider the following:

a. Personal Protective Clothing and Equipment
b. Tools & equipment
c. Mechanical & Technical Equipment
d. Specialized Equipment
e. Catch Data Specific Tools
f. Transport of workers/project participants
g. Operational Transport
h. Catch Data Stationery
i. Stores & Signage

j. Basic Smartphones adequate for Data Reporting APP/System for each Data Capturer
k. Data to manage Catch Data on the Reporting APP/System

See example below:

3. Project Operational and related Costs	R 1 139 000,00	R170 850,00	R1 309 850,00
a. Personal Protective Clothing and Equipment	R250 000,00	R37 500,00	R287 500,00
b. Tools & equipment	R100 000,00	R15 000,00	R115 000,00
c. Mechanical & Technical Equipment	R108 000,00	R16 200,00	R124 200,00
d. Specialized Equipment	R100 000,00	R15 000,00	R115 000,00
e. Catch Data Specific tools	R150 000,00	R22 500,00	R172 500,00
f. Transport of workers/project participants	R100 000,00	R15 000,00	R115 000,00
g. Operational Transport	R100 000,00	R15 000,00	R115 000,00
h. Catch Data Stationery	R50 000,00	R7 500,00	R57 500,00
i. Stores & Signage	R50 000,00	R7 500,00	R57 500,00
j. Basic Smartphones adequate for Data Reporting APP/System for each Data Capturer	R100 000,00	R15 000,00	R115 000,00
k. Data to manage Catch Data on the Reporting APP/System	R25 000,00	R3 750,00	R28 750,00
Other	R 6 000,00	R 900,00	R6 900,00

4. Project management, planning, execution, and administration costs

This budget objective is divided into three sub-sections, indicated as a, b and c.

See example below;

4. Project management, planning, execution and administration Costs	R 800 000,00	R120 000,00	R 920 000,00
a. Project Planning Costs (1st Payment deliverables) - 3 year Project Scope and relevant financial year's APP completed and approved by DFFE - Inception meeting and Joint Project Visit at the SP's administrative headquarters - Identification of Broad Project Risk Categories - Institutional Arrangements (Organogram of the management team and individuals of each post, CVs to be on record) and approved workers' employment contracts - HR and training (accredited and non-accredited) commitments in place.	**R500 000,00**	**R75 000,00**	**R575 000,00**

Note: Documented evidence of the above to be submitted to DFFE/PM			
b. Project management, execution and administration Costs	R220 000,00	R33 000,00	R233 000,00
c. Project Management Running Costs (e.g. Transport, Communications, and Office Space etc.)	R80 000,00	R12 000,00	R92 000,00
Subtotal of 4b + 4c	**R300 000,00**	**R45 000,00**	**R345 000,00**

The three sub-sections (a, b, c above) are explained below:

a. Project Planning Costs (Payment on First Deliverable);

- SPs will be required to have the following in place, and provide evidence thereof, as part of their first deliverable to receive the first payment;
  - 3 Year Project Scope and relevant financial year's APP completed and approved by the Department
  - Minutes of the Inception meeting and Joint Project Visit held
  - Identification of Broad Project Risk Categories
  - Institutional Arrangements (Organogram of the management team and individuals of each post, CVs to be on record)
  - Workers'/Participants employment contracts
  - HR and training commitments to be submitted

  Note: Documented evidence of the above to be submitted to DFFE/PM

Therefore, it is vital for SPs to plan and make provision for the above cost items accordingly.

In addition to "a" above, the SP also needs to plan for other management, execution, and administration costs, as well as running costs of the project when costing is done (see b and c above), as follows;
b. Project management, execution and administration costs
c. Project Management Running Costs (e.g. Transport, Communications, Office Space, etc.)

The final part of the spreadsheet indicates the following:

- Project Management, Execution, Administration and Running Costs, which is calculated as follows; 4 b & c above as a percentage of the Operational Costs (total of Budget Objectives 1+2+3)
- Project Planning, Management, Execution and Administration services, which is calculated as follows; 4 a, b & c as a percentage of the Total Budget (total of Budget Objectives 1+2+3+4)

See example below:

Project Management, Execution, Administration and Running Costs (4b & c) as a % of Operational Costs (1+2+3)			**10%**
Project Planning, Management, Execution and Administration services (4a, b & c) as % of Total Budget (1+2+3+4)			**21%**

2. Three-year Budget and Employment Cost Summary;

The template provided (as per attached Workbook 1 in Microsoft Excel) is a summary of the three-year budget and employment cost profile. It is divided into four budget categories namely:

a. EPWP employment Costs (household income/benefits)
b. Training and capacity building Costs (training and development benefits)
c. Project Operational and related Costs
d. Project Management, planning, executions, and administration Costs

This spreadsheet allows for the total person days, cost per-person day and FTEs to be delivered per year (as well as for the full duration of the project - 36 months).

It is important to note as the relative cost of employment is dependent on the kind of service/s rendered (category of monitors). The cost profiles for the respective project's geographic region/area may differ due to proximity of landing sites.

See example below:

DEFF Bid Items	**Year 1**	**Year 2**	**Year 3**	**Total Bid**
1. EPWP Employment Costs (household income)	R1 869 300,00	R1 962 765,00	R2 060 903,25	**R5 892 968,25**
2. Training & Capacity Building Costs (training & development benefits)	R287 500,00	R301 875,00	R316 968,75	**R906 343,75**
3. Project Operational and related Costs	R1 309 850,00	R1 375 342,50	R1 444 109,63	**R4 129 302,13**
4. Project management, planning, execution and administration Costs	R 920 000,00	R966 000,00	R1 014 300,00	**R2 900 300,00**
Total Bid	**R4 386 650,00**	**R4 605 982,50**	**R4 836 281,63**	**R13 828 914,13**
Person Days to be delivered	10 000	10 000	10 000	**30 000**
Cost per Person day	R438,67	R460,60	R483,63	**R460,96**
Number of FTE's	43,48	43,48	43,48	130,43
Total cost per FTE (Total Bid **(Nr 1+2+3+4 above)** divided by nr of FTEs)	R100 892,95	R105 937,60	R111 234,48	R106 021,67
Employment cost per Person day	R186,93	R196,28	R206,09	R196,43

Employment cost per FTE (Employment Cost **(Nr 1 above)** divided by nr of FTEs)	R42 993,90	R45 143,60	R47 400,77	R45 179,42
Price Quotation (N**r 2+3+4 above** divided by nr of FTEs) (SBD 3.3)	R57 899,05	R60 794,00	R63 833,70	R60 842,25
Labour Intensity	43%	43%	43%	43%

As the EPWP Employment costs (daily wages, UIF & COIDA) (number 1 below) is a deliverable of the project, the price quotation will be calculated by adding the remaining three budget items (number 2, 3, 4 below) and diving it by the number of FTEs.

1. EPWP employment Costs (household benefits)
2. Training and capacity building Costs (training and development benefits)
3. Project Operational and related Costs
4. Project Management, planning, executions, and administration Costs

Furthermore, it should be noted that the Government's financial year starts on 1 April every year. Depending on the commencement date of the successful SP's contract, the 3 Year contract period of the project may run over four financial years. In such a case, the person-day and FTE costs for the period beyond three financial years will be calculated as follows; person-day & FTE costs of the third year, multiplied by the average percentage increase over the three project years for person-day & FTE costs.

The appointment of SPs will take place within the window period of the 2021/22, 2022/23 and 2023/24 financial years. As a baseline, bid costs should be based on these financial years. Should a project only start during the outer years of the window, CPIX cost increases will be considered.

For the purposes of evaluation, the bid price for the first year will be fixed. For the outer years, the bidder needs to consider CPIX of 4%. However, the annualised CPIX, as published by Stats SA, will be used to adjust annual costs allowing for actual CPIX increases. A maximum of 5% for contingencies will be considered.

Annexure 1 B: DFFE Catch Data Project 3 Year Budget and Employment Cost Summary
Catch Data Project Geographic Region -

DFFE / MLRF Bid Items	**Year 1**	**Year 2**	**Year 3**	**Total Bid**
1. EPWP Employment Costs (household income)	R1 869 300.00	R1 962 765.00	R2 060 903.25	**R5 892 968.25**
2. Training & Capacity Building Costs (training & development benefits)	R287 500.00	R301 875.00	R316 968.75	**R906 343.75**
3. Project Operational and related Costs	R1 309 850.00	R1 375 342.50	R1 444 109.63	**R4 129 302.13**
4. Project management, planning, execution and administration Costs	R920 000.00	R966 000.00	R1 014 300.00	**R2 900 300.00**
Total Bid	**R4 386 650.00**	**R4 605 982.50**	**R4 836 281.63**	**R13 828 914.13**
Person Days to be delivered	10 000	10 000	10 000	**30 000**
Cost per Person day	R438.67	R460.60	R483.63	**R460.96**
Number of FTE's	43.48	43.48	43.48	130.43
Total cost per FTE (Total Bid **(Nr 1+2+3+4 above)** divided by nr of FTEs)	R100 892.95	R105 937.60	R111 234.48	R106 021.67
Employment cost per Person day	R186.93	R196.28	R206.09	R196.43
Employment cost per FTE (Employment Cost **(Nr 1 above)** devided by nr of FTEs)	R42 993.90	R45 143.60	R47 400.77	R45 179.42
Price Quotation (Nr **2+3+4 above** divided by nr of FTEs) (SBD 3.3)	R57 899.05	R60 794.00	R63 833.70	R60 842.25
Labour Intensity	43%	43%	43%	43%

Annexure 1 A : Bidding tool: Job Creation and Development Budget Profile : WFFP - Catch Data Monitoring Project (IndicativeBudget) Project Geographic Region -

Section 1		VAT	TOTAL Cost
Project Year 1			
Cost per personday Project Year 1	[illegible]		
Employment cost per person day	[illegible]		
Planned Operational Days	[illegible]		
Number of Workers	[illegible]		
Number of persondays	10000		
Number of FTEs	[illegible]		
Project Budget	[illegible]	[illegible]	[illegible]
Section 2		VAT	TOTAL Cost
1. EPWP Employment Costs (households incomes)	[illegible]	[illegible]	[illegible]
a. EPWP Wages	[illegible]		R1 300 000.00
b. COIDA	[illegible]		[illegible]
c. UIF	R36 000.00		R36 000.00
2. Training & Capacity Building Costs (training & development benefits)	[illegible]	[illegible]	[illegible]
Training of workers/project participants			
a. Accredited Training	[illegible]	[illegible]	R230 000.00
b. Non-Accredited Training	[illegible]	[illegible]	R37 300.00
3. Project Operational and related Costs	[illegible]	[illegible]	[illegible]
a. Personal Protective Clothing and Equipment	[illegible]	[illegible]	R287 500.00
b. Tools & equipment	[illegible]	R15 000.00	R115 000.00
c. Mechanical & Technical Equipment	[illegible]	[illegible]	R124 200.00
d. Specialized Equipment	[illegible]	[illegible]	R173 000.00
e. Catch Data Specific tools	[illegible]	R22 [illegible]	R172 500.00
f. Transport of workers/project participants	[illegible]	[illegible]	R115 000.00
g. Operational Transport	[illegible]	[illegible]	R115 000.00
h. Catch Data Stationery	[illegible]	[illegible]	R57 500.00
i. Stores & Signage	[illegible]	[illegible] 500 [illegible]	R57 500.00
j. Basic Smartphones adequate for Data Reporting APP/System for each Data Capture	[illegible]	[illegible]	R115 000.00
k. Data to manage Catch Data on the Reporting APP/System	[illegible]	R3 750 [illegible]	R28 750.00
Other: Specify	R1 000.00	[illegible]	R1 150.00
Other: Specify	R1 000.00	[illegible]	R1 150.00
Other: Specify	R1 000.00	[illegible]	R1 150.00
Other: Specify	R1 000.00	[illegible]	R1 150.00
Other: Specify	R1 000.00	[illegible]	R1 150.00
Other: Specify	[illegible]	[illegible]	R1 150.00
4. Project management, planning, execution and administration Costs	R800 000.00	[illegible]	[illegible]
a. Project Planning Costs (1st Payment deliverables) - 3 yr Project Scope and relevent financial year's APP completed and approved by DFFE - Inception meeting and Joint Project Visit at the SP's administrative headquarters - Identification of Broad Project Risk Categories - Institutional Arrangements (Organogram of the management team and individuals of each post, CVs to be on record) and approved workers' employment contracts - HR and training (accredited and non accredited) commitments in place. Note: Documented evidence of the above to be submitted to DFFE/PM	[illegible]	[illegible]	R575 000.00
b. Project management, execution and administration costs	[illegible]	[illegible]	R252 000.00
c. Project Management Running Costs (e.g. Transport, Communications, Office Space etc.)	[illegible]	[illegible]	R92 000.00
Subtotal of 4b + 4c	[illegible]	[illegible]	R345 000.00
Project Management, Execution,Administration and Running Costs (4b & c) as a % of Operational Costs (1+2+3)			10%
Project Planning, Management, Execution and Administration services(4a,b & c) as % of Total Budget (1+2+3+4)			21%

For the purposes of evaluation, the bid price for the first year will be fixed. For the outer years, the bidder needs to consider CPIX of 6%. However, the annualised CPIX, as published by Stats SA, will be used to adjust annual costs allowing for actual CPIX increases. A maximum of 5% for contingencies will be considered.

Project Year 2			
Cost per personday Project Year 2	R482.93		
Planned Operational Days	[illegible]		
Number of Workers	[illegible]		
Number of persondays	10000		
Number of FTEs	42		
Project Budget	[illegible]	[illegible]	[illegible]
Budget Items	Budget Excluding VAT	VAT	Total Budget
Employment	[illegible]	[illegible]	[illegible]
EPWP Wages	[illegible]		R1 300 000.00
COIDA	[illegible]		R34 565.00
UIF	[illegible]		[illegible]
Training & Capacity Building	[illegible]	[illegible]	[illegible]
Training of workers/project participants			
Accredited Training	[illegible]	[illegible]	R241 500.00
Non-Accredited Training	[illegible]	[illegible]	R50 375.00
Project Operational/and related Costs	[illegible]	[illegible]	[illegible]
a. Personal Protective Clothing and Equipment	[illegible]	[illegible]	R301 875.00
b. Tools & equipment	[illegible]	[illegible]	R120 750.00
c. Mechanical & Technical Equipment	[illegible]	[illegible]	R130 410.00
d. Specialized Equipment	[illegible]	[illegible]	R120 750.00
e. Catch Data Specific tools	[illegible]	[illegible]	R181 125.00
f. Transport of workers/project participants	[illegible]	[illegible]	R120 750.00
g. Operational Transport	[illegible]	[illegible]	R120 750.00
h. Catch Data Stationery	[illegible]	[illegible]	R60 375.00
i. Stores & Signage	[illegible]	[illegible]	R60 375.00
j. Basic Smartphones adequate for Data Reporting APP/System for each Data Capture	[illegible]	[illegible]	R120 750.00
k. Data to manage Catch Data on the Reporting APP/System	[illegible]	[illegible]	R30 187.50
Other: Specify	[illegible]	[illegible]	R1 207.50
Other: Specify	[illegible]	[illegible]	R1 207.50
Other: Specify	[illegible]	[illegible]	R1 207.50
Other: Specify	[illegible]	[illegible]	R1 207.50
Other: Specify	[illegible]	[illegible]	R1 207.50
Other: Specify	[illegible]	[illegible]	R1 207.50
Project management, planning, execution and administration Costs	[illegible]	[illegible]	[illegible]
a. Project Planning Costs (1st Payment deliverables) - 3 yr Project Scope and relevant financial year's APP completed and approved by DFFE - Inception meeting and Joint Project Visit at the SP's administrative headquarters - Identification of Broad Project Risk Categories - Institutional Arrangements (Organogram of the management team and individuals of each post, CVs to be on record) and approved workers' employment contracts - HR and training (accredited and non accredited) commitments in place. Note: Documented evidence of the above to be submitted to DFFE/PM	[illegible]	[illegible]	[illegible]
Project management, planning, execution and administration salaries	[illegible]	[illegible]	[illegible]
Project Management Running Costs (e.g. Transport, Communications, Office Space etc.)	[illegible]	[illegible]	[illegible]
Subtotal of 4b + 4c	[illegible]	[illegible]	[illegible]
Project Management, Execution,Administration and Running Costs (4b & c) as a % of Operational Costs (1+2+3)			10%
Project Planning, Management, Execution and Administration services(4a,b & c) as % of Total Budget (1+2+3+4)			21%

For the purposes of evaluation, the bid price for the first year will be fixed. For the outer years, the bidder needs to consider CPIX of 6%. However, the annualised CPIX, as published by Stats SA, will be used to adjust annual costs allowing for actual CPIX increases. A maximum of 5% for contingencies will be considered.

Project Year 3			
Cost per personday Project Year 3	R473.63		
Planned Operational Days	[illegible]		
Number of Workers	[illegible]		
Number of persondays	10000		
Number of FTEs	42		
Project Budget	[illegible]	[illegible]	[illegible]
Budget Items	Budget Excluding VAT	VAT	Total Budget
Employment	[illegible]	[illegible]	[illegible]
EPWP Wages	[illegible]		R1 384 300.00
COIDA	[illegible]		[illegible]
UIF	R39 690.00		R39 690.00
Training & Capacity Building	[illegible]	[illegible]	[illegible]
Training of workers/project participants			
Accredited Training	[illegible]	R33 075.00	R253 575.00
Non-Accredited Training	[illegible]	[illegible]	[illegible]
Project Operational and related Costs	[illegible]	[illegible]	[illegible]
a. Personal Protective Clothing and Equipment	[illegible]	[illegible]	[illegible]
b. Tools & equipment	[illegible]	[illegible]	R126 787.50
c. Mechanical & Technical Equipment	[illegible]	[illegible]	R136 930.50
d. Specialized Equipment	[illegible]	[illegible]	R126 787.50
e. Catch Data Specific tools	[illegible]	[illegible]	R190 181.25
f. Transport of workers/project participants	[illegible]	[illegible]	R126 787.50
g. Operational Transport	[illegible]	[illegible]	R126 787.50
h. Catch Data Stationery	[illegible]	[illegible]	R63 393.75
i. Stores & Signage	[illegible]	[illegible]	R63 393.75
j. Basic Smartphones adequate for Data Reporting APP/System for each Data Capture	[illegible]	[illegible]	R126 787.50
k. Data to manage Catch Data on the Reporting APP/System	[illegible]	[illegible]	[illegible]
Other: Specify	[illegible]	[illegible]	R1 267.88
Other: Specify	[illegible]	[illegible]	R1 267.88
Other: Specify	[illegible]	[illegible]	R1 267.88
Other: Specify	[illegible]	[illegible]	R1 267.88
Other: Specify	[illegible]	[illegible]	R1 267.88
Other: Specify	[illegible]	[illegible]	R1 267.88
Project management, planning, execution and administration Costs	[illegible]	[illegible]	[illegible]
a. Project Planning Costs (1st Payment deliverables) - 3 yr Project Scope and relevant financial year's APP completed and approved by DFFE - Inception meeting and Joint Project Visit at the SP's administrative headquarters - Identification of Broad Project Risk Categories - Institutional Arrangements (Organogram of the management team and individuals of each post, CVs to be on record) and approved workers' employment contracts - HR and training (accredited and non accredited) commitments in place. Note: Documented evidence of the above to be submitted to DFFE/PM	[illegible]	[illegible]	[illegible]
Project management, planning, execution and administration salaries	[illegible]	[illegible]	[illegible]
Project Management Running Costs (e.g. Transport, Communications, Office Space etc.)	[illegible]	[illegible]	[illegible]
Subtotal of 4b + 4c	[illegible]	[illegible]	[illegible]
Project Management, Execution,Administration and Running Costs (4b & c) as a % of Operational Costs (1+2+3)			10%
Project Planning, Management, Execution and Administration services(4a,b & c) as % of Total Budget (1+2+3+4)			21%

Total Proposed Project Budget			
Bid Price Cost per personday	R460.86		
Planned Operational Days	[illegible]		
Number of Workers	[illegible]		
Number of persondays	[illegible]		
Number of FTEs	130		
Project Budget	[illegible]	[illegible]	[illegible]
Budget Items	Budget Excluding VAT	VAT	Total Budget
Employment	[illegible]	[illegible]	[illegible]
EPWP Wages	[illegible]	[illegible]	[illegible]
COIDA	R104 879.25	R0.00	R104 879.25
UIF	[illegible]	R0.00	[illegible]
Training & Capacity Building	[illegible]	[illegible]	[illegible]
Training of workers/project participants			
Accredited Training	[illegible]	R94 575.00	[illegible]
Non-Accredited Training	[illegible]	[illegible]	R181 268.75
Project Operational and related Costs	[illegible]	[illegible]	[illegible]
a. Personal Protective Clothing and Equipment	[illegible]	[illegible]	[illegible]
b. Tools & equipment	R315 250.00	R47 287.50	R362 537.50
c. Mechanical & Technical Equipment	[illegible]	[illegible]	[illegible]
d. Specialized Equipment	[illegible]	R47 287.50	R362 537.50
e. Catch Data Specific tools	R472 875.00	R70 931.25	R543 806.25
f. Transport of workers/project participants	R315 250.00	R47 287.50	R362 537.50
g. Operational Transport	[illegible]	R47 287.50	R362 537.50
h. Catch Data Stationery	R157 625.00	R23 643.75	R181 268.75
i. Stores & Signage	R157 625.00	R23 643.75	R181 268.75
j. Basic Smartphones adequate for Data Reporting APP/System for each Data Capture	[illegible]	R47 287.50	R362 537.50
k. Data to manage Catch Data on the Reporting APP/System	R78 812.50	R11 821.88	R90 634.38
Other: Specify	R3 152.50	R472.88	R3 625.38
Other: Specify	R3 152.50	R472.88	R3 625.38
Other: Specify	R3 152.50	R472.88	R3 625.38
Other: Specify	R3 152.50	R472.88	R3 625.38
Other: Specify	R3 152.50	R472.88	R3 625.38
Other: Specify	R3 152.50	R472.88	R3 625.38
Project management, planning, execution and administration Costs	[illegible]	[illegible]	[illegible]
a. Project Planning Costs (1st Payment deliverables) - 3 yr Project Scope and relevant financial year's APP completed and approved by DFFE - Inception meeting and Joint Project Visit at the SP's administrative headquarters - Identification of Broad Project Risk Categories - Institutional Arrangements (Organogram of the management team and individuals of each post, CVs to be on record) and approved workers' employment contracts - HR and training (accredited and non accredited) commitments in place. Note: Documented evidence of the above to be submitted to DFFE/PM	R1 576 250.00	R236 437.50	R1 812 687.50
Project management, planning, execution and administration salaries	[illegible]	[illegible]	[illegible]
Project Management Running Costs (e.g. Transport, Communications, Office Space etc.)	R252 200.00	[illegible]	[illegible]
Subtotal of 4b + 4c	[illegible]	[illegible]	[illegible]
Project Management, Execution,Administration and Running Costs (4b & c) as a % of Operational Costs (1+2+3)			[illegible]
Project Planning, Management, Execution and Administration services(4a,b & c) as % of Total Budget (1+2+3+4)			21%

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FORESTRY, FISHERIES & THE ENVIRONMENT				
BID NUMBER:	MLRF178/21	CLOSING DATE: 23 SEPTEMBER 2021	CLOSING TIME:	11H00
DESCRIPTION	TERMS OF REFERENCE FOR THE APPOINTMENT OF THREE INDEPENDENT SERVICE PROVIDERS (SPS) ON THREE (3) YEAR CONTRACTS DURING THE 2021/22 TO 2023/24 MEDIUM TERM EXPENDITURE FRAMEWORK (MTEF) WINDOW PERIOD TO ASSIST THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) / MARINE LIVING RESOURCES FUND (MLRF) WITH THE IMPLEMENTATION AND MANAGEMENT OF THE CATCH DATA MONITORING PROJECT FOR THE COMMERCIAL, SMALL - SCALE AND RECREATIONAL FISHERIES SECTORS.			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

GROUND FLOOR, FORETRUST BUILDING, 2 MARTIN HAMMERSCHLAG WAY

FORESHORE, CAPE TOWN, 8001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Ms. Ncumisa Matiwane	CONTACT PERSON	Mr Charles Titus
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	nmatiwane@environment.gov.za	E-MAIL ADDRESS	CTitus@environment.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………
(Proof of authority must be submitted e.g. company resolution)

DATE: ……………………………………………

TAX CLEARANCE CERTFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder <u>must</u> be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

TCC 001

TAX CLEARANCE

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

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:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) 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 ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. 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.: **MLRF178/21**
CLOSING TIME 11**H00**	CLOSING DATE: **23 SEPTEMBER 2021**

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)

TERMS OF REFERENCE FOR THE APPOINTMENT OF THREE INDEPENDENT SERVICE PROVIDERS (SPS) ON THREE (3) YEAR CONTRACTS DURING THE 2021/22 TO 2023/24 MEDIUM TERM EXPENDITURE FRAMEWORK (MTEF) WINDOW PERIOD TO ASSIST THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) / MARINE LIVING RESOURCES FUND (MLRF) WITH THE IMPLEMENTATION AND MANAGEMENT OF THE CATCH DATA MONITORING PROJECT FOR THE COMMERCIAL, SMALL - SCALE AND RECREATIONAL FISHERIES SECTORS.

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

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...

Bid No.: ....

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: Ncumisa Matiwane
Contact Number: 021 402 3632
E-Mail: NMatiwane@environment.gov.za

Or for technical information

Contact Person: Mr Charles Titus
E-Mail: CTitus@environment.gov.za

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: ....

2.2 Identity Number: ....

2.3 Position occupied in the Company (director, trustee, shareholder[2]): ....

2.4 Company Registration Number: ....

2.5 Tax Reference Number: ....

2.6 VAT Registration Number: ....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……………………………………………
Name of state institution at which you or the person connected to the bidder is employed : ……………………………………………
Position occupied in the state institution: ……………………………………………

Any other particulars:
………………………………………………………………………
………………………………………………………………………
………………………………………………………………………

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

<u>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.</u>

2.7.2.2 If no, furnish reasons for non-submission of such proof:

………………………………………………………………………………
………………………………………………………………………………
………………………………………………………………………………

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
………………………………………………………………………………
………………………………………………………………………………
………………………………………………………………………………

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

…………………………………………………………………
…………………………………………………………………
…………………………………………………………………

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

…………………………………………………………………
…………………………………………………………………
…………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

………………………………………………………………………………
………………………………………………………………………………
………………………………………………………………………………

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME)……………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT 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 exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ……………. preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** 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. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 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

5. BID DECLARATION

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

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

6.1 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.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 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 last 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		

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

8.1 Name of company/firm:……………………………………………………………………………

8.2 VAT registration number:………………………………………………………………………

8.3 Company registration number:…………………………………………………………………

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

………
………
………
………
……..

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:……………………………

8.8 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 ....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…………………………………………… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………………… **Signature** ………………………… **Date**

………………………………………… **Position** ………………………… **Name of Bidder**

Js365bW

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] **Includes price quotations, advertised competitive bids, limited bids and proposals.**

[2] **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

____

(Bid Number and Description)

in response to the invitation for the bid made by:

____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;

    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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] **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.**

10. 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.

………………………………………………	………………………………
Signature	Date
………………………………………………	………………………………
Position	Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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.

MARINE LIVING RESOURCES FUND

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

MLRF ENTITY MAINTENANCE AND CREDIT ORDER INSTRUCTION

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

TAKE-ON	NEW / UPDATE	ENTITY TYPE	BUSINESS / DEPARTMENT / EMPLOYEE / OTHER

FROM: CREDITOR / ENTITY (DETAILS)	TITLE	
	SURNAME	
	FIRST NAME/S	
	BUSINESS NAME	
	TRADING NAME	
	BUSINESS REG No.	
	VAT REGISTERED	Y N
	VAT REGISTRATION NO.	
	ID NO.	
	DEPARTMENT NAME	
	PERSAL NO. *	* For employees only

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

DETAILS OF FINANCIAL INSTITUTION FOR ELECTRONIC BANKING TRANSFERS:	BANK DATE STAMP (COMPULSORY)
BANK NAME:	
BRANCH NAME & CITY/TOWN	
BRANCH NUMBER/CODE	
ACCOUNT NUMBER	
ACCOUNT TYPE: CURRENT / SAVINGS / 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		POSITION HELD	
PRINT NAME OF AUTHORISED PERSON		DATE (DD/MM/YYYY):	