



forestry, fisheries & the environment

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

INVITATION TO BID

BID REFERENCE NUMBER: MLRF206/24

TO APPOINT A SERVICE PROVIDER (SP) TO FACILITATE THE ESTABLISHMENT OF LOCAL CO-MANAGEMENT STRUCTURES FOR SMALL-SCALE FISHERIES SECTOR IN EASTERN CAPE FOR A PERIOD NOT EXCEEDING 24 MONTHS.

Contact person:

Name: Ms Talitha Bikani/ Mr Lwandisa Hoza

Office Telephone No: (021) 402 3260/021 402 3425

E-Mail: MLRFTENDERS@DFFE.GOV.ZA

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

CLOSING DATE OF THE BID: 23 AUGUST 2024 AT 11H00

Briefing session:

A virtual compulsory briefing session will be held on the 13th of August 2024 (Tuesday) at 10:00. Link can be requested from MLRFTENDERS@DFFE.GOV.ZA

MS TEAMS DETAILS ARE AS FOLLOWS:

Meeting ID: 348 782 244 823

Passcode: xgEtvo

Drop off Address:

The location of the drop off is: Tender Box, Ground Floor, Foretrust Building, 2 Martin Hammerschlag Way, Foreshore, Cape Town, 8001

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MLRF206/24	CLOSING DATE:	23 AUGUST 2024	CLOSING TIME:	11:00
DESCRIPTION	TO APPOINT A SERVICE PROVIDER (SP) TO FACILITATE THE ESTABLISHMENT OF LOCAL CO-MANAGEMENT STRUCTURES FOR SMALL-SCALE FISHERIES SECTOR IN EASTERN CAPE FOR A PERIOD NOT EXCEEDING 24 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GROUND FLOOR, FORETRUST BUILDING					
MARTIN HAMMERSCHLAG WAY					
FORESHORE, CAPE TOWN, 8001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Talitha Bikani		CONTACT PERSON	Mr Lwandisa Hoza	
TELEPHONE NUMBER	021-402 3260		TELEPHONE NUMBER	021-402 3425	
E-MAIL ADDRESS	MLRFtenders@dfpe.gov.za		E-MAIL ADDRESS	MLRFtenders@dfpe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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]
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, 2022, 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:

.....

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 or .I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:

BID NO.: MLRF206/24

CLOSING TIME 11H00

CLOSING DATE: 23 August 2024

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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TO APPOINT A SERVICE PROVIDER (SP) TO FACILITATE THE ESTABLISHMENT OF LOCAL CO-MANAGEMENT STRUCTURES FOR SMALL-SCALE FISHERIES SECTOR IN EASTERN CAPE FOR A PERIOD NOT EXCEEDING 24 MONTHS.

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

R.....

.....

.....

R.....

.....

.....

R.....

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R.....

.....

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R.....

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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.....

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.....

.....

R.....

TOTAL: R.....

Name of Bidder:

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

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

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

Or

Contact Person: Mr. Lwandisa Hoza
Contact Number: 021 402 3425
E-Mail: MLRFtenders@dffe.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. **Definitions**
2. **Application**
3. **General**
4. **Standards**
5. **Use of contract documents and information; inspection**
6. **Patent rights**
7. **Performance security**
8. **Inspections, tests and analysis**
9. **Packing**
10. **Delivery and documents**
11. **Insurance**
12. **Transportation**
13. **Incidental services**
14. **Spare parts**
15. **Warranty**
16. **Payment**
17. **Prices**
18. **Contract amendments**
19. **Assignment**
20. **Subcontracts**
21. **Delays in the supplier's performance**
22. **Penalties**
23. **Termination for default**
24. **Dumping and countervailing duties**
25. **Force Majeure**
26. **Termination for insolvency**
27. **Settlement of disputes**
28. **Limitation of liability**
29. **Governing language**
30. **Applicable law**
31. **Notices**
32. **Taxes and duties**
33. **National Industrial Participation Programme (NIPP)**
34. **Prohibition of restrictive practices**

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

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

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

**26. Termination
for Insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

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

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

**28. Limitation of
Liability**

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

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

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

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

Je General Conditions of Contract (revised July 2010)

MLRF ENTITY MAINTENANCE AND CREDIT ORDER INSTRUCTION

(Please complete or mark with a "X" in black ink where applicable. A bank stamp is required to verify your banking details or alternatively an account confirmation letter from the bank can be submitted.)

TAKE-ON		NEW		UPDATE		ENTITY TYPE		BUSINESS		DEPARTMENT		EMPLOYEE		OTHER	
FROM: CREDITOR / ENTITY (DETAILS)	TITLE														
	SURNAME														
	FIRST NAME/S														
	BUSINESS NAME														
	TRADING NAME														
	BUSINESS REG No.														
	VAT REGISTERED	Y N													
	VAT REGISTRATION NO.														
	ID NO.														
	DEPARTMENT NAME														
PERSAL NO. *															
* For employees only															
CONTACT DETAILS	STREET / PHYSICAL ADDRESS														
	POSTAL ADDRESS														
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 NAME: BRANCH NAME & CITY/TOWN: BRANCH NUMBER/CODE: ACCOUNT NUMBER: ACCOUNT TYPE: CURRENT SAVINGS TRANSMISSION															
BANK DATE STAMP (NOT REQUIRED IF ACCOUNT CONFIRMATION LETTER SUBMITTED) 															
I / We hereby request, instruct and authorise you to pay any amounts which may accrue to me / us to the credit of my / our account with the abovementioned bank. I / we understand that the credit transfers hereby authorised will be processed electronically through a system known as the "ACB ELECTRONIC FUNDS TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank. Details of each payment will be printed on my/our bank statement or any accompanying voucher. I / We understand that a payment advice will be supplied by the Marine Living Resource Fund in the normal way, and that it will indicate the date on which funds will be available in my / our account. This authority may be cancelled / changed by giving prior written notice, by way of registered post or facsimile.															
SIGNATURE OF AUTHORISED PERSON															
PRINT NAME OF AUTHORISED PERSON															
POSITION HELD															
DATE (DD/MM/YYYY):															



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 ENVIRONMENT ("DFFE") (IN ITS COMMITMENT TO THE PRINCIPLES ENSHRINED IN THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996) ADHERES TO THE PROVISIONS OF THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 53 OF 2003 (B-BBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 5 OF 2000 ("PPPF") AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

TERMS OF REFERENCE

TO APPOINT A SERVICE PROVIDER (SP) TO FACILITATE THE ESTABLISHMENT OF LOCAL CO-MANAGEMENT STRUCTURES FOR SMALL-SCALE FISHERIES SECTOR IN EASTERN CAPE FOR A PERIOD NOT EXCEEDING 24 MONTHS.

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1. PURPOSE

- 1.1 For the Marine Living Resources Fund (MLRF) in the Fisheries Management Branch of the Department of Forestry, Fisheries, and the Environment to appoint a Service Provider (SP) facilitate the establishment of local co-management structures for the Small-Scale Fisheries sector in Eastern Cape for a period not exceeding 24 months.
- 1.2 Wherein there are 64 small-scale fishing co-operatives

2. INTRODUCTION AND BACKGROUND

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

- Create an enabling structure for the devolution of some management decisions to Small-Scale Fishing Cooperatives and communities.
- Provide a platform for the inclusion of other stakeholders from all spheres of government including the private sector.

2.4 It is for this reason that the Marine Living Resources Fund (MLRF) in the Fisheries Management Branch of the Department of Forestry, Fisheries, and the Environment seeks to appoint a Service Provider (SP) to facilitate the establishment of local co-management structures for the Small-Scale Fisheries sector in Eastern Cape, for a period not exceeding 24 months.

3. VIRTUAL COMPULSORY BRIEFING SESSION

3.1 To ensure that Service Providers (SPs) understand what is required from them with regards to this tender, the bidders must attend a compulsory briefing session. The session will take place as follows:

- 13 August 2024 at :10:00

3.2 The link for the sessions can be requested via email:

Name	Email address
Mr Lwandisa Hoza	MLRFtenders@dffe.gov.za
Ms Talitha Bikani	

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

4. SCOPE AND EXTENT OF WORK

- 4.1 The role of the Service Providers (SPs) will be to facilitate the establishment of local co-management structures within the small-scale fisheries sector in the Eastern Cape.
- 4.2 The facilitation of establishing co-management structures serves to allow for small-scale fishing communities to participate in the establishment of co-management structures, setting up the roles of co-management structures and identifying the problem, objectives and opportunities to be attended to by the structure.
- 4.3 Furthermore, establishment of the co-management structures is to ensure that management of fisheries is in partnership with small-scale fishing communities and other relevant stakeholders, as envisaged in the Small-Scale Fisheries Policy (2012) and relevant and up-to-date international best practices.
- 4.4 Stakeholders may include, but not limited to Public and private sector, and traditional Authorities.
- 4.5 The facilitation and establishment of local co-management structures will be comprised of the following deliverables and activities:
- 4.6 Cluster small-scale fishing co-operatives to participate in each local co-management structure by considering:

- 4.6.1 Traditional/historic and current relationship with clustered co-operatives/communities.
- 4.6.2 Possible common challenges faced and common potential opportunities.
- 4.6.3 Practical distance between the co-operatives.
- 4.6.4 Municipal and/or Traditional Authority demarcation.
- 4.6.5 Practicality of the number of co-operatives clustered, and
- 4.6.6 Any other matters to be considered that would support the establishment of functional co-management structures.
- 4.7 In addition to the clustered co-operatives, identify relevant stakeholders per proposed local co-management structure.
- 4.8 Provide a detailed approach and methodology in convening facilitation workshops and include, but not limited to the following:
 - 4.8.1 Contacting small-scale fishing co-operatives to arrange for briefing sessions on the purpose of the establishment of local co-management structures,
 - 4.8.2 Providing clarity and guidance on the establishment process,
 - 4.8.3 Informing them on the proposed clustering of co-operatives to be represented in the local co-management structures.
 - 4.8.4 Facilitate meetings with co-operatives to nominate co-operative member(s) to represent their respective co-operatives in the co-management structures.
 - 4.8.5 Develop and submit a schedule of facilitation workshops with representatives of clustered small-scale fishing co-operatives and identified stakeholders for all identified local co-management structures per respective Province. This should include:
 - Initial introduction workshop
 - Workshop on the development of Terms of Reference and nomination of a committee
 - Facilitation of problem and objective analysis
 - Identification of support and training needs, and
 - Development of action program
 - 4.8.6 Communicate the facilitation workshop dates and relevant logistics to all stakeholders.
 - 4.8.7 Provide logistics in preparation for facilitation workshops for all local co-management structures in your respective province. This will include:
 - workshop material and stationery for workshops.
 - Attendance register, secretariat, video and audio recording of workshops.
 - Transportation of community representatives to and from their communities, where required.
 - Accommodation of community representatives, where required.
 - Provision of morning tea with light snack, provision of lunch, and provision of afternoon snack (at R 300pp/day)

- 4.8.8 Provide a logistics plan, with timeframes
- 4.8.9 In addition, the SP will also be required to conduct training and capacity building; develop co-management agreements and implement such co-management agreements.
- 4.9 For the MLRF to be able to provide developmental support to the co-management structures, the SP is required to identify co-management-related training to members of the Co-management structures and deliver an induction training to the established co-management committees.
- 4.10 The SP(s) must ensure that all physical meetings and other activities related to the process are recorded and reported on in a format as required by MLRF and submitted as agreed to MLRF.
- 4.11 The SP must provide logistics such as booking of venues, catering (Tea/coffee with morning snacks, warm lunch with cool drink-at R300pp/day)) and transport (where required) and accommodation (where required) for all participants per meeting session. The SP must quote per person and estimated total sum for all meals.
- 4.12 The SP must also conduct monitoring and evaluation of the implementation process and to implement any revision or revisiting where required, throughout the implementation period.
- 4.13 The Service Provider must provide a close out report with relevant recommendations based on the detailed job description. The report to be submitted to the project manager within a month after the end of the project to be reviewed and approved by the project manager.
- 4.14 The SP(s) must not have financial and non-financial interest in the small-scale fisheries sector and its value chain (direct buying, processing and/or marketing of fish products from any or all small-scale fishing co-operatives in South Africa), and submit a declaration in this regard. Failure to provide such declaration will disqualify a bidder.

5. EXPECTED DELIVERABLES / OUTCOMES

- 5.1 The SP(s) will focus on the following key deliverables, which will serve as the Terms of Reference (TOR):
 - 5.1.1 Facilitating initial engagements to establish local co-management structure.**
 - a) Based on the contact details you will receive from the Department and the announcement of the project; you will be required to contact all small-scale fishing co-operatives in the Eastern Cape, and inform them of your scope of work.
 - 5.1.2 Establishment of small-scale fishing Local co-management structure**
 - a) The Service Provider(s) (SP) must submit a project implementation plan and it must be approved by the Project Manager prior to the actual work starting. The project plan must include a problem recognition and preliminary assessment of the project.

- b) Develop a management structure plan, clear timeframes, deliverables and schedules for meetings on the progress of the project. This will include the project implementation plan, proposed stakeholder engagements and the formulation of a proposed co-management structure.
- c) Establish communication and coordination approach for the duration of the project implementation period.
- d) Analysis and plan on the approach to be followed (including identification of stakeholders and possible co-management structure model, identification of problems, objectives and opportunities).
- e) Co-operative mobilisation and development of community facilitation schedule.

5.1.3 Finalise nominations of representatives, and revisit certain areas for re-election (where necessary).

- a) The Service Provider to visit all small-scale fishing co-operatives to facilitate for the nomination of small-scale fishing co-operative members who will serve and represent their co-operative in the local co-management structures.
- b) The Service Provider must identify and engage with relevant stakeholders and spheres of government that would form part of or consult on the co-management structures.
- c) The Service Provider must guarantee the presence of suitable personnel to oversee fieldwork throughout the duration of the contract and provide such staff with the relevant training.
- d) The Service provider is expected to facilitate small-scale fisheries co-management structure workshops with identified stakeholders as the above. This will require the service provider to:
 - i. Book appropriate venues.
 - ii. Provide transport and/or accommodation for participants (where required).
 - iii. Provide catering including Tea (with morning snacks) and warm Lunch (with cool drink) at R300pp/day.
 - iv. Facilitate the content required to establish co-management structure by including, but not limited to:
 - Why a local co-management.
 - Roadmap to establishing a local co-management structure.
 - Develop and implement co-management agreements.
 - Develop and implement protocols outlining the practical steps per deliverable.
- e) Convene an inaugural co-management structure with relevant and identified stakeholders.
- f) Facilitate the development of founding documents such as, but not limited to, co-management agreements, code of conduct, Terms of reference, etc.
- g) Conduct Problem, objective and opportunities analysis in order to develop a program of action for local co-management structure formed.

- h) The SP's personnel must be able to present documents and conduct meetings with relevant language of choice within the regions they are covering.

5.1.4 Conduct training and Capacity building (Maximum of 3 days)

- a) Identify training needs for the local co-management structure established/being established.
- b) Facilitate training sessions with identified stakeholders by:
 - i. Securing meeting venues
 - ii. Sending invites
 - iii. Transportation (where required) and accommodation (where necessary) of co-management members.
 - iv. Provide training that would have been pre-approved by the MLRF Project Manager (it does not have to be accredited)
 - v. Providing Logistics (as per heading 5.1.3 above)
- c) Capture attendance registers, minutes, video clips and audio recordings of proceedings of all meetings.
- d) Facilitate training and capacity building sessions with stakeholders and Small-Scale Fishing co-operatives.
- e) All training materials produced or made available by the SP(s) for training, must be reviewed by the by the MLRF Project Manager before interventions are confirmed.

List of training or equivalent to be considered for inclusion:

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

6. PERIOD / DURATION OF APPOINTMENT

- 6.1 The contract with the appointed Service Provider will run for a period of two (2) years and will commence as agreed in the Memorandum of Agreement (MOA) signed between the MLRF and the Service Provider.

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). Refer to additional pricing schedule for further

detail and SBD 3.3 to be completed. The Service Provider (SP) must quote for all activities and should be quoted in South African currency.

- 7.2 The SP is further required to complete Annexure B, which serves as pricing schedule for all activities and related costs. Failure to complete Annexure B will result to the bidder's bid not considered as it will be marked as incomplete.
- 7.3 The DFFE / MLRF shall not pay for any unproductive or duplicated time spent by the SP on any assignment because of staff changes, sub-contracting or re-drafting of reports due to errors, corrections or incorrect/incomplete findings.
- 7.4 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).
- 7.5 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).
- 7.6 Prices should be quoted as per the Annexure B, pricing schedule.

8. EVALUATION METHOD

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

- Phase 1: Pre-compliance
- Phase 2: Functional and Technical Evaluation Criteria
- Phase 3: Due-diligence
- Phase 4: Price and Specific Goals

8.1 PHASE 1: PRE-COMPLIANCE OR INITIAL SCREENING

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

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

Item No.	Administrative Requirements	Check/Compliance	Non-submission may result in disqualification?
1	SCM - SBD 1 - Invitation to Bid	Completed and signed	*NO
2	SCM - SBD 2 - Tax Clearance Certificate Requirements	CSD registration number/SARS PIN and CSD summary report	**NO

Item No.	Administrative Requirements	Check/Compliance	Non-submission may result in disqualification?
3	SCM - SBD 3.3 – Pricing Schedule	Completed and signed	*NO
4	SCM – NEW SBD 4 - Declaration of Interest	Completed and signed	*NO
5	SCM - NEW SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed.	**NO
6	In case of bids where Consortia / Joint Ventures, Consortia agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable	*NO

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

8.2 PHASE 2: FUNCTIONALITY AND TECHNICAL CRITERIA

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

9.3.28.2.2 The bidder must score a minimum average of 70% during Phase 3 (functionality / technical) of the evaluation to qualify. Should a bidder score less than 70% on functionality criteria, the bidder will be disqualified.

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

PHASE 2				
NO	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
1	Does the Bidder have a minimum of project implementation period equivalent to 7+ years in the field of community facilitation (Use Annexure A to outline the details of past projects)	Does the Bidder have a minimum of project implementation period equivalent to 7+ years in the field of community facilitation.	Indicator	25%
		No minimum of project implementation period equivalent to 0 years' experience of community facilitation.	0	
		Project implementation period equivalent to 1-3 years' experience of community facilitation in completed projects.	1	
		Project implementation period equivalent 3+ to 5 years' experience of community facilitation in completed projects.	2	

PHASE 2				
NO	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
		Project implementation period equivalent to 5+ to 7 years' experience of community facilitation in completed projects.	3	
		Project implementation period equivalent to 7+ years' experience of community facilitation in completed projects	4	
		Project implementation period equivalent to 7+ years' experience of community facilitation in communities and of which at least one project is in the small-scale fisheries sector	5	
2	Bidder's experience in facilitating training and capacitation (Use Annexure A to outline the details of training and capacitation experience)	Bidder's experience in facilitating training and capacitation	Indicator	25%
		No experience in facilitating training and capacitation.	0	
		1-3 years' experience in facilitating training and capacitation.	1	
		3+ to 5 years' experience in facilitating training and capacitation.	2	
		5+ to 7 years' experience in facilitating training and capacitation .	3	
		7+ years' experience in facilitating training and capacitation, and of which one intervention was targeting fishers in a community (community-based training)	4	
		7+ years' experience in facilitating training and capacitation, and of which 2+ training intervention were targeting fishers in a communities (community-based training)	5	
3	A minimum of 4 Project Management team's experience and track record (attach profiles/CV's of key staff and the persons to be assigned to the project) in the field of Project management for completed projects. (Scoring will take place based on the average score of the team members).	A minimum of 4 Project Management team's experience and track record in the field of Project Management for completed projects.	Indicator	25%
		Key staff years of experience in the field of Project Management as reflected in successfully completed projects.		
		Less than one year experience		
		1 and less than 5 years' experience		
		5+ and less than 7 years' experience	2	

	PHASE 2			
NO	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	(Use Annexure A to outline years' experience of the project team)	7+ and less than 9 years' experience	3	
		9+ and less than 11 years' experience	4	
		11 and more years of experience	5	
4	Outline the logistics plan for the entire project to include the following elements: a) Project timeline with activities. b) Transport plan (with cost per km). c) Accommodation plan (with rates and accommodation types). d) Catering plan (cost per person per meal for breakfast and lunch and super for accommodated participants). e) Venue-hire plan/proposal (with cost per proposed venue).	Outline the logistics plan for the entire project to include the following elements	Indicator	25%
		No information provided	0	
		Logistic Plan irrelevant and not aligned to the implementation process and deliverables	1	
		Logistic Plan provided with only one of the required elements	2	
		Logistic Plan provided with only two of the required elements	3	
		Logistic Plan provided with all the required elements but with no costs	4	
		Logistic Plan provided with all the required elements clearly outlining with costs per cost item.	5	
		Total points on functionality		

8.3 PHASE 3: DUE-DILIGENCE

9.5.1 Only bid proposals that meet phase one (1) and three (3) will be considered to be evaluated for due diligence.

9.5.2 The MLRF will perform due diligence on the areas of the bidders:

- a) Confirmation of all the information submitted on Annexure A;
- b) This may include contacting any or all the references included to each criteria per bidder;

8.4 PHASE 4: PRICE & SPECIFIC GOALS

11.5.1 Only bid proposals that meet phase one (1) and three (3) will be evaluated on functionality and technical criteria.

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

11.5.3 The Preferential Procurement Policy Framework Act (PPPFA) prescribes that the lowest acceptable bid will score 80 points (for tenders under R50m) or 90 points (for tenders above R50m)

for price. Suppliers that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as criteria, only bid proposals that meets functionality requirements will be considered for evaluation on price and specific goals preference points.

- 11.5.4 The 80/20 as an appropriate preference point system will be used in the evaluation and adjudication of this quote. However, it must be extended that the lowest acceptable quote will be used to determine the applicable preference point system as per regulation (Section 3(2)(b) of the Preferential Procurement Regulations (PPR) 2022, which states: "If it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable proposal will be used to determine the applicable preference point system". Therefore, either 80 or 90 points, depending on the rand value of the proposal, will be awarded to the suppliers who offers the lowest price, and proportionately fewer points are awarded to those with higher prices. Either 20 or 10 points are then available as preference points for Specific Goals, as applicable. The contract will be awarded to the suppliers that scores the highest total number of adjudication points per category.

Calculating of points for Specific Goals

- 11.5.5 Points will be awarded to a supplier for specific goals. Bidders are required to submit the original and valid proof for preference points claimed or certified copies thereof; to substantiate their preference points claims. 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 Specific Goals preference points being forfeited.
- 11.5.6 The 80/20 as an appropriate preference point system will be used in the evaluation and adjudication of this quotation. However, it must be extended that the lowest acceptable supplier will be used to determine the applicable preference point system as per regulation (Section 3(2)(b) of the Preferential Procurement Regulations (PPR) 2022, which states: "If it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable supplier will be used to determine the applicable preference point system". Therefore, either 80 or 90 points, depending on the rand value of the quotation, will be awarded to the suppliers who offers the lowest price, and proportionately fewer points are awarded to those with higher prices. Either 20 or 10 points are then available as preference points for specific goals, as applicable. The contract will be awarded to the suppliers that scores the highest total number of adjudication points per category.
- 11.5.7 Points will be awarded to a supplier for specific goals in accordance with the table below

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

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

11.5.8 The SCM unit of the DFFE / MLRF will allocate preferential points (Specific Goals) to each company for its contribution towards empowerment of the black designated groups as prescribed in the Preferential Procurement Regulations of 2022, women, people with disabilities, youth as well as local economic development.

11.5.9 A supplier will not be disqualified from the quotation process if the suppliers does not submit supporting documents substantiating the specific goals preference points claimed or is a non-compliant contributor. Such some suppliers will score 0 for Specific Goals.

11.5.10 Suppliers will be subject to SCM conditions of the Department – MLRF and the Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act (Act No 5 of 2000) (PPPFA).

11.5.11 The PPPFA prescribes that the lowest acceptable bid will score 80 or 90 points for price (as explained above, depending on whether the bid prices is more or less than R50million). Suppliers that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as a criterion, only bid proposals that meets functionality requirements will be considered to be evaluated on price and Specific Goals.

11.5.12 The contract will be awarded to the supplier scoring the highest points subject to section 2(1) (f) of the PPPFA, 2000.

9. BID SUBMISSION REQUIREMENTS

9.1 All completed documentation must be returned to the Marine Living Resource Fund (MLRF) the entity of the Department of Forestry, Fisheries and the Environment (DFFE) before 11:00 on the 23rd of August 2024. The location of the drop off is: Tender Box, Ground Floor, Foretrust Building, 2 Martin Hammerschlag Way, Cape Town, 8000.

9.2 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:

9.2.1 The SP must draft a table of content which will indicate where each document is located in the proposal.

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

9.2.3 Add documents that are required to be submitted with the bids. These documents include those included in phase one (1) and two (2) of evaluation criteria.

9.2.4 Standard bidding documents (SBD1, 2, 3.3, 4, and 6.1) completed and signed.

9.2.5 A valid copy of the Tax Clearance Certificate/ Tax Compliance Status Pin issued by SARS to the supplier/copy of Central Supplier Database (CSD)/ MA supplier Number must be submitted together with the bid.

9.2.6 In case of bids where Consortia / Joint Ventures / Sub-contractors are involved; such must be clearly indicated and each party must submit a separate copy of a valid Tax Clearance Certificate or copy of Tax Compliance Status Pin or CSD/ MAAA supplier Number together with the bid.

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

9.2.8 Entity registration Certificate (e.g. CK1).

9.2.9 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 MLRF.
- 10.2 The MLRF will not be held responsible for any costs incurred by the SPs in the preparation, presentation and submission of the proposal.
- 10.3 The appointed Contract Manager shall do the ongoing management of the Memorandum of Agreement (MOA).
- 10.4 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract, the special conditions of contract will prevail.
- 10.5 The bid proposals should be submitted with all required information containing technical information.
- 10.6 Travelling costs and time spent or incurred between home and office of the SP and the MLRF office will not be for the account of MLRF.
- 10.7 Bidders failing to meet all the requirements will automatically be disqualified. Poor or non-performance by the bidder will result in cancellation of the order and the MOA.
- 10.8 Should the service provider fail to perform, the Department /MLRF reserves the right to cancel the appointment of such service provider immediately and without any notice. The Department / MLRF also reserves the right to recover the costs incurred in arranging such training e.g. salaries/wages of attendees and any other costs deemed necessary for the successful execution of the training.

11. PAYMENT TERMS

- 11.1 In a case whereby sub-contracting is not set as a pre-qualification criterion, however the tenderer is intending to sub-contract portion of work, such tenderer awarded a contract may only enter into sub-contracting arrangements with the approval of the MLRF.
- 11.2 The MLRF undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.
- 11.3 Payment by the MLRF shall be made by means of an electronic transfer into the SP's bank account.
- 11.4 Payment requirements
 - The successful Service Provider shall render services to the MLRF in accordance with the Project Plan and Project Scope.

- The amounts are inclusive of VAT and all disbursements shall be paid in South African Rands.
- The MLRF reserves the right to, after consultation with the successful Service Provider, increase, reduce or cancel the budget.
- Disbursements of project funding will be agreed on for each project and disbursements will be made on agreed and verified deliverables and indicators (targets) that are included in the Project Plan
- The successful Service Provider shall provide the MLRF with an original tax invoice for the services rendered. Once the MLRF has approved such an invoice and is satisfied with the services rendered as outlined in the Project Plan, it will make payment to the successful Service Provider within 30 days of approval of such a request.
- The successful Service Provider are required to submit the following documents with each invoice;
 - Acting letter of the manager of SP (if applicable)
 - Monthly/Period Project Progress Report
- The MLRF requires that a new order number be raised after 1 April of each of the financial years of the contract period.

12. ENQUIRIES

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

Name	Email address
Mr Lwandisa Hoza	MLRFtenders@dffe.gov.za
Ms Talitha Bikani	

**Bidders should use "MRLFNNN: Enquiries" as the subject of the email of requesting link for the briefing session.*

ANNEXURE B-PRICING SCHEDULE

A: Cost of Deliverables

Costing Activity	Duration (Day/Months)	Total Costs
Project management and administration		
1. Facilitating initial engagements to establish local co-management structure.		
a) Based on the contact details you will receive from the Department and the announcement of the project; you will be required to contact all small-scale fishing co-operatives within the Region you are appointed under, and inform them of your scope of work.		
Subtotal		
2. Establishment of small-scale fishing Local co-management structure per Region you are appointed for (EC KZN, and/or WC & NC		
a) The Service Provider(s) (SP) must submit a project implementation plan and it must be approved by the Project Manager prior to the actual work starting. The project plan must include a problem recognition and preliminary assessment of the project.		
b) Develop a management structure plan, clear timeframes, deliverables and schedules for meetings on the progress of the project. This will include the project implementation plan, proposed stakeholder engagements and the formulation of a proposed co-management structure.		
c) Establish communication and coordination approach for the duration of the project implementation period.		
d) Analysis and plan on the approach to be followed (including identification of stakeholders and possible co-management structure model, identification of problems, objectives and opportunities).		
e) Co-operative mobilisation and development of community facilitation schedule.		

Subtotal			
3. Finalise nominations of representatives, and revisit certain areas for re-election (where necessary).			
a) The Service Provider to visit all small-scale fishing co-operatives, within the Regions appointed under, to facilitate for the nomination of small-scale fishing co-operative members who will serve and represent their co-operative in the local co-management structures within their respective Regions.			
b) The Service Provider must identify and engage with relevant stakeholders and spheres of government that would form part of or consult on the co-management structures.			
c) The Service Provider must guarantee the presence of suitable personnel to oversee fieldwork throughout the duration of the contract and provide such staff with the relevant training.			
d) The Service provider is expected to facilitate small-scale fisheries co-management structure workshops with identified stakeholders as the above. This will require the service provider to: i. Book appropriate venues. ii. Provide transport and/or accommodation for participants (where required). iii. Provide catering including Tea (with morning snacks) and warm Lunch (with cool drink) at R300pp/day. iv. Facilitate the content required to establish co-management structure. By including, but not limited to: • Why a local co-management. • Roadmap to establishing a local co-management structure.			

Annexure B

• Develop and implement co-management agreements. • Develop and implement protocols outlining the practical steps per deliverable.			
e) Convene an inaugural co-management structure with relevant and identified stakeholders.			
f) Facilitate the development of founding documents such as, but not limited to, co-management agreements, code of conduct, Terms of reference, etc.			
g) Conduct Problem, objective and opportunities analysis in order to develop a program of action for local co-management structure formed.			
h) All the SPs personnel must be able to present documents and conduct meetings with relevant language of choice within the Regions they are appointed in.			
Subtotal			
4. Conduct training and Capacity building (Maximum of 3 days)			
a) Identify training needs for the local co-management structure established/being established.			
b) Facilitate training sessions with identified stakeholders by: i. Securing meeting venues ii. Sending invites iii. Transportation (where required) and accommodation (where necessary) of co-management members. iv. Provide training that would have been pre-approved by the MLRF Project Manager (it does not have to be accredited)			

Annexure B

V.	Providing Logistics (as per heading 5.1.3 above)			
c)	Capture attendance registers, minutes, video clips and audio recordings of proceedings of all meetings.			
d)	Facilitate training and capacity building sessions with stakeholders and Small-Scale Fishing co-operatives.			
e)	All training materials produced or made available by the SP(S) for training, must be reviewed by the by the MLRF Project Manager before interventions are confirmed.			
<i>Subtotal</i>				
Grand Total				

B: Disbursements

Item #	Unite Rate	Quantity	Cost Estimated
Traveling (by Vehicle)			
Venue Hire			
Accommodation			
Catering	R 300		
Consumables			
Per diem			
Other			
Sub-Total			

(A) Cost of Deliverables + (B) Cost of Disbursements		Total=
	(C) VAT (15%)	Total=
(A) Cost of Deliverables + (B) Cost of Disbursements + (C) VAT (15%)		GRAND TOTAL =

