

REQUEST FOR QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE MARINE LIVING RESOURCES FUND

RFQ NUMBER: RFQ 000791

CLOSING DATE: 21 FEBRUARY 2024

CLOSING TIME: 11:00

DESCRIPTION:

APPOINTMENT OF AN INDEPENDENT SERVICE PROVIDER (SP) ON A TWELVE (12) MONTH CONTRACT TO CONDUCT AN ENVIRONMENTAL RISK ASSESSMENT (ERA) FOR PORTENTIAL AREAS FOR ABALONE RANCHING AND STOCK ENHANCEMENT OF ABALONE (HALIOTIS MIDAE) IN THE EASTERN CAPE ON BEHALF OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) / MARINE LIVING RESOURCES FUND (MLRF).

NB: Suppliers must be registered on CSD

The successful service provider will be required to fill in and sign a written Contract Form (SBD 7).

RFQ DOCUMENTS MUST BE EMAILED TO Pmoloi@dffe.gov.za

Bidders should ensure that RFQs are delivered timeously to the correct address.

ALL RFQS MUST BE SUBMITTED ON THE OFFICIAL FORMS
THIS RFQ IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX COMPLIANT STATUS PIN CERTIFICATE BEEN SUBMITTED? YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);
OR.....
A REGISTERED AUDITOR
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE?
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
or NO

YES

[IF YES ENCLOSE

PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: DFFE

Contact Person: Pinky Moloi

Tel: 021 402 3397

Cell: 066 471 1335

E-mail address: Pmoloi@dfpe.gov.za

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: RFQ 000791
CLOSING TIME 11:00	CLOSING DATE: 21 FEBRUARY 2024

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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APPOINTMENT OF AN INDEPENDENT SERVICE PROVIDER (SP) ON A TWELVE (12) MONTH CONTRACT TO CONDUCT AN ENVIRONMENTAL RISK ASSESSMENT (ERA) FOR PORTENTIAL AREAS FOR ABALONE RANCHING AND STOCK ENHANCEMENT OF ABALONE (HALIOTIS MIDAE) IN THE EASTERN CAPE ON BEHALF OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE) / MARINE LIVING RESOURCES FUND (MLRF).

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

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

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

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

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

Name of Bidder:

TOTAL: R.....

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

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

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

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Pinky Moloi

Tel: 021 402 3397

Cell: 066 471 1335



forestry, fisheries & the environment

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

MARINE LIVING RESOURCES FUND

REQUEST FOR PRICE QUOTATIONS

The Marine Living Resources Fund (MLRF), Schedule 3A entity, is an entity within the Department of Forestry, Fisheries and the Environment, hereby request your quotation on the goods/service/works listed hereunder.

RFQ Number	SSF221-22-2023-2024 (Advertised as RFQ 000791)
Description	REQUEST TO APPOINT A SERVICE PROVIDER (SP) ON A TWELVE (12) MONTH CONTRACT TO CONDUCT AN ENVIRONMENTAL RISK ASSESSMENT (ERA) FOR FOR ABALONE RANCHING AND STOCK ENHANCEMENT OF ABALONE (HALIOTIS MIDAE) WITHIN THE EASTERN CAPE COASTLINE
Detailed Specification/scope of work and functionality	Attached as Annexure A
Local Production & Content Requirements (attached please find the relevant Circular from NT)	Not applicable.
Briefing Session	Not applicable.
RFQ Publication date	31 January 2024
Responses MUST be submitted to	Pmloi@dffe.gov.za
RFQ Closing Details	Date: 21 February 2024 Time: 11:00 am
Delivery Address	Foretrust building, Martin Hammerschlag Way, Foreshore, Cape Town, 8001
Quotation Validity Period	60 Days from the Closing Date
Mandatory Requirement/Pre-Qualification Criteria	Not Applicable

Initials:

Evaluation Criteria

See Annexure A.

**NO HAND DELIVERED RFQ RESPONSES WILL BE ACCEPTED
PROSPECTIVE BIDDERS MUST BE REGISTERED ON NATIONAL TREASURY'S CENTRAL
SUPPLIER DATABASE (CSD) PRIOR TO SUBMITTING BIDS AND THEIR TAX MATTERS
MUST BE IN ORDER**

TERMS AND CONDITIONS OF REQUEST FOR QUOTATION (RFQ)

1. Terms and conditions of Request for Quotation (RFQ)

- 1.1 This document may contain confidential information that is the property of the Marine Living Resources Fund [MLRF].
- 1.2 No part of the contents may be used, copied, disclosed, or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFQ without prior written permission from MLRF.
- 1.3 All copyright and intellectual property herein vests with MLRF.
- 1.4 Late and incomplete submissions will not be considered. Submissions received after closing time and date will be classified as LATE and WILL NOT be considered.
- 1.5 No services must be rendered, or goods delivered before an official MLRF Purchase Order form has been issued by a duly authorised official from the MLRF and received by the bidder. Please note that this is not an instruction to proceed with supply of any goods or service unless the quotation is approved, and a Purchase Order is supplied to you.
- 1.6 Please note that if you receive the Purchase Order, delivery of goods or rendering of services must be done within 14 calendar days or upon agreed time frames. Failing to deliver upon agreed times will result in your Purchase Order being cancelled.
- 1.7 This RFQ will be evaluated in terms of the 80/20 preference point system if is equal to or below R50 million.
- 1.8 Bidders are required to register on the Central Supplier Database at www.csd.gov.za if you are not registered on the CSD.
- 1.9 All questions regarding this RFQ must be forwarded within 24 hours after the RFQ has been issued.
- 1.10 Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform MLRF within two (2) days before the RFQ closing date.
- 1.11 Where quotations/proposals submitted are equal to or below R50 million, 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 preference points being forfeited.

1.12 As per section 4(1) of the Preferential Procurement Regulations of 2022, the maximum 20 points may be awarded based on specific goals. The 20 points will be allocated as follows:

SPECIFIC GOAL	POINTS TO BE ALLOCATED
51% black owned	8 points
50% women	4 points
Youth	4 points
Disability	4 points
TOTAL POINTS	20 points

- 1.13 Bidders are required to duly complete, sign and submit the new SBD 4 together with their quotations/proposals. Failure to do so may result in your quotation/proposal not being accepted.
- 1.14 For designated sectors for local production and content, SBD 6.2 and Annexures C, D & E must be duly completed, signed and SBD 6.2 together with Annex E must be submitted with your quotation/proposal.
- 1.15 All quotations/proposals submitted must be inclusive of Value Added Tax (VAT) if you are VAT registered and must be quoted in South African Rands (ZAR) and price must be firm.
- 1.16 The full costs must be disclosed as there will be no variances that will be entertained, and no price adjustment will be entertained after the Purchase Order has been issued.
- 1.17 These terms and conditions supersede any terms and conditions that may be issued by the service provider/supplier on their quotations or any other document similar to that.
- 1.18 Full and updated CSD report must be submitted with the quotation and MLRF will only contract with supplier's/service providers that their tax matters are in order.
- 1.19 The MLRF pays within 30 (thirty) days after receipt of a valid tax invoice and after approval of relevant invoice and reports and does not make upfront payments or deposits.
- 1.20 It is the responsibility of prospective bidders to ensure that all bid documents are submitted before the closing date and time of the RFQ.

2. PROTECTION OF PERSONAL INFORMATION

In responding to this RFQ, MLRF acknowledges that it may obtain and have access to personal data of the respondents. MLRF agrees that it shall only process the information disclosed by bidders in their response to this RFQ for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, MLRF will not otherwise modify, amend, or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly,

MLRF requires Respondents to process any process any personal information disclosed by MLRF in the bidding process in the same manner.

MLRF RESERVES THE RIGHT NOT TO MAKE ANY APPOINTMENT AND SHALL NOT ENTERTAIN ANY CLAIM FOR COSTS THAT MAY HAVE BEEN INCURRED IN THE PREPARATION AND THE SUBMISSION OF THIS QUOTATION/PROPOSAL

Approvals of RFQ

End User	<i>Requester</i>	B. NGXAW	<i>Rank</i>	SAC	<i>Cost Centre Manager</i>	A. NTSONGINA	<i>Rank</i>	DIRECTOR
	<i>Signature</i>		<i>Date</i>	2023/08/15	<i>Signature</i>		<i>Date</i>	15.08.2023
It is hereby certified that all the information supplied in this form is correct, that the requirement may be procured and that funds are available.								
SCM Only								
Official verifier (buyer)	<i>Name</i>	P. Nbloi	<i>Signature</i>		<i>Date</i>	14/12/2023		
Approver as per Delegations	<i>Name</i>	M. Makhela	<i>Signature</i>		<i>Date</i>	13/12/2023		

Company Logo		SSFm ENVIRONMENTAL RISK ASSESSMENT(ERA) FOR ABALONE RANCHING AND STOCK ENHANCEMENT FOR ABALONE(HALOTIS MDAE) : ANNEXURE A						
Full Name of company								
Company Registration Number								
Member's Requirements	Number of Years	Year of project inception (E.g. 2012)	Year of project completion (E.g. 2015)	Type of Community Involvement	Name of project in which the ERA was conducted	Contract details of the project, including from the entity the project was completed on behalf of.		
Client's Name (more than 2 years' experience in conducting Environmental Risk Assessments and conducting public participation in relation hereto)	Year 1							
	Year 2							
	Year 3							
Member's Requirements	Key Staff Members (Names and Functions)	Members' Necessarily Completed Projects, including hereto	Members' Qualifications (List of Key Staff together in particular instances)	Years of experience in relevant field (E.g. 10 years)	Contract details of the project, including from the entity the project was completed on behalf of.			
Relevant Project Managers' team's knowledge, skills and experience in the field of marine environmental monitoring, and relevant field of experience in ecological sampling techniques and statistical analysis for stock assessment.								

- Declaration and signature:
- I hereby declare that the details provided in this Annexure A are true and correct to the best of my knowledge and belief.
 - I am aware that any false or misleading information provided hereunder may be treated as an offence under the provisions of the Environmental Protection Act, 1986.
 - I am aware that I may be disqualified from the process of evaluation if any of the above information is found to be false, untrue, misleading or misrepresenting.
 - I agree to accept for the information provided in this Annexure A to be disclosed in a verification report for the purpose of verifying the validity of the services submitted.

Full name of bidder or duly authorized person

Signature

Date

Commissioner of earth

Stamp



THE MARINE LIVING RESOURCES FUND, A SCHEDULE 3A PUBLIC ENTITY ESTABLISHED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999 (ACT NO 1 of 1999) AND THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (“DFFE”) (IN ITS COMMITMENT TO THE PRINCIPLES ENSHRINED IN THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996) ADHERES TO THE PROVISIONS OF THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (Act No. 53 OF 2003) (B-BBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 OF 2000) (“PPPF”) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

TERMS OF REFERENCE

TO APPOINT AN INDEPENDENT SERVICE PROVIDER (SP) ON A TWELVE (12) MONTH CONTRACT TO CONDUCT AN ENVIRONMENTAL RISK ASSESSMENT (ERA) FOR PORTENTIAL AREAS FOR ABALONE RANCHING AND STOCK ENHANCEMENT OF ABALONE (HALIOTIS MIDAE) IN THE EASTERN CAPE ON BEHALF OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT (DFFE)/ MARINE LIVING RESOURCES FUND (MLRF).

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1. PURPOSE

- 1.1** The Marine Living Resource Fund (MLRF), Fisheries Management Branch of the Department of Forestry, Fisheries, and the Environment aims to appoint a suitably qualified Service Provider, with experience in both aquaculture and environmental management to conduct an Environmental Risk Assessment (ERA) for abalone ranching and stock enhancement of abalone (*Haliotis Midæ*) within the Eastern Cape coastline where abalone occurs naturally (see Table 1 below). The duration of the project is twelve (12) months as and when required.

2. INTRODUCTION AND BACKGROUND

- 2.1** Abalone alien species provide a valuable food source and an economic opportunity in both the fisheries and aquaculture sectors globally. However, there is environmental risk associated with the uncontrolled introduction and use of these alien species.
- 2.2** Abalone alien species are primarily farmed in aquaculture to generate income for both rural and industrial sectors. Aquaculture in South Africa is composed of a blend of indigenous and non-indigenous species (potentially invasive alien species), and management must consider the potential benefits and risks associated with their use. A number of international mechanisms exist to assist with the responsible use and control of alien species in aquaculture and fisheries.
- 2.3** It is important to note that breeding and domestication of indigenous species requires time, technological and financial resources, and that common international perception is that alien species, already domesticated and established to an extent, will perform better. Notwithstanding this, the culture of indigenous, non-invasive species in aquaculture should be encouraged and prioritized.
- 2.4** It should be noted that the Department does not intend to undermine conservation measures for aquatic living resources in order to gain trade or investment benefits but intends to maximize benefits so as to support the development of the Small-Scale Abalone Ranching sector and to control risks associated with the use of non-indigenous and potentially invasive alien species.
- 2.5** In 2010, the Department published the Marine Ranching Guidelines (GN 729, Government Gazette 20 August 2010) which requires applicants to complete two phases of a ranching application. Phase 1 requires applicants to comply with Exclusionary Criteria (Government Gazette 21 April 2011, No. 352 and 353) and Phase 2 of the application process requires applicants to comply with a Balancing Criteria which includes the submission of an ERA and undertaking a public consultative process.

- 2.6** The abalone species *H. midae* is no longer listed as a protected species in the Threatened or Protected Species (TOPS) Regulations, 14 December 2007. However, the translocation of indigenous species into an area outside of its natural range (described as extra-limital species) is exempt in terms of the National Environmental Management: Biodiversity Act (NEMBA), Alien and Invasive Species Regulations, 2014. Thus, a risk assessment is not legally required in terms of NEMBA for the application of a Ranching Right, but a best practice approach is to be followed since abalone ranching involves the introduction of this species outside of its natural range.
- 2.7** The Department seeks to aid small-scale fishing cooperatives in the Eastern Cape by appointing an independent qualified Service Provider to undertake an ERA which should identify and recommend risk management mechanisms to deal with potential threats posed to biodiversity and conservation of aquatic ecosystems within the identified ranching areas.
- 2.8** An ERA according to the conditions as specified in the TOPS Regulations is required through this appointment to provide the Department, potential investors and other relevant decision makers an ERA that will help grow the abalone ranching sector in the Eastern Cape and consider the appropriate use of these economic viable species and look at effective ways of managing abalone ranching in South Africa and ultimately contribute to ecologically sustainable development of the abalone sector.
- 2.9** The “Guidelines and Potential Areas for Marine Ranching and Stock Enhancement of Abalone *Haliotis Midae* in South Africa” (Government Notice 2010, No. 729) address the potential risks of the proposed activity under the following Environmental Interactions but not limited to the following:
- 2.9.1 Trophic/ ecological
 - 2.9.2 Carrying capacity
 - 2.9.3 Genetic
 - 2.9.4 Diseases
- 2.10** These risks should be addressed in the scope of work and should include assessing the level or extent of biological risk and if it is considered to be at an acceptable level in accordance with the Guidelines for Marine Ranching and Stock Enhancement in South Africa, and the potential benefits need to be carefully considered and weighed against the potential risks.

3. SCOPE AND EXTENT OF WORK

3.1 The Department aims to assist small-scale fishing co-operatives with phase two of the process to be followed for the implementation of abalone ranching and stock enhancement of abalone for small-scale fishing rights. Phase two of the process requires the right holder/co-operative to conduct an Environmental Risk Assessment (ERA) for abalone ranching and stock enhancement of abalone (*Haliotis Midæ*) within their allocated area. As part of phase two, the right holder/co-operative is also required to facilitate a Public Participation Process and provide the Department with the following reports and documents:

3.1.1 Drafting the required Baseline assessment; and

3.1.2 Drafting the Monitoring Plans for the project.

The Department notes and understands that the small-scale fishing co-operatives might not be able to conduct and provide the required processes and reports for phase two of the process. Hence the Department seeks to appoint a suitable Service Provider to conduct an ERA for abalone ranching and stock enhancement of abalone (*Haliotis Midæ*) within the Eastern Cape coastline in identified areas to cover all co-operatives in the Eastern Cape. The appointed Service Provider will also assist with conducting the required Public Participation process and all other required reports for phase two.

3.2 The appointed suitable Service Provider will assist with the initiation of phase two of the process to be followed for the implementation of abalone ranching and stock enhancement of abalone for small-scale fishing rights, which includes:

3.2.1 Conducting an Environmental Risk Assessment (ERA) for abalone ranching and stock enhancement of abalone (*Haliotis Midæ*) within the Eastern Cape coastline in the following identified ranching areas in Table 1 and Figure 1.

Table 1: Proposed small-scale abalone ranching sites with co-ordinates.

Community	North Boundary Landmark	South Boundary Landmark	North Boundary co-ordinates	South Boundary co-ordinates	Suitable Area (ha)
Dwesa to Qhorha	Dwesa MPA South Boundary	Qhorha Mouth (Kob Inn)	32°18'56"S 28°49'33"E	32°26'51"S 28°40'18"E	59,41
Qhorha to Khobonqaba	Qhorha Mouth (Kob Inn)	Khobonqaba mouth	32°26'51"S 28°40'18"E	32°36'28"S 28°29'28"E	62,25
Khobonqaba to Kei Mouth	Khobonqaba Mouth	Great Kei Mouth	32°36'28"S 28°29'28"E	32°40'50"S 28°23'13"E	17,04
Cintsa to Gonubie	Cintsa Mouth	Gonubie Mouth	32°50'00"S 28°07'00"E	32°56'04"S 28°02'02"E	26,86

Tyolomnqa to Keiskamma	Tyolomnqa Mouth	Keiskamma Mouth	33°13'33"S 27°34'59"E	33°17'04"S 27°29'18"E	11,13
Keiskamma to Great Fish River	Keiskamma Mouth	Great Fish River Mouth	33°17'04"S 27°29'18"E	33°29'41"S 27°08'19"E	39,93
Ndlambe Area	Great Fish River Mouth	Cannon Rocks	33°29'41"S 27°08'19"E	33°45'14"S 26°31'48"E	37,11
Gelvandale/Schaudeville/Bloemendale/Catty	Something Good	Cape Recife	33°58'59"S 25°40'16"E	34°01'50"S 25°42'22"E	19,88
Kwazakhele/Swartkops/Missionvale/Kleinskool/Salsonville/Arca dia	Sardinia Bay MPA West Boundary	Maitland River Mouth	34°01'51"S 25°27'12"E	33°59'18"S 25°17'28"E	36,9
Kabeljous River to Tsitsikamma	Kabeljous River Mouth	Tsitsikamma MPA	34°00'30"S 24°56'07"E	34°03'37"S 24°11'39"E	100,16



Figure 1: Map of abalone experimental areas and abalone ranching sites

- 3.2.2 Facilitation of the Public Participation Process;
- 3.2.3 Drafting the required Baseline assessment; and
- 3.2.4 Drafting the Monitoring Plans for the project.

4. EXPECTED DELIVERABLES / OUTCOMES

4.1 The Service Provider will focus on the following key deliverables, which will serve as the Terms of Reference (ToR);

4.1.1 Conduct an Environmental Risk Assessment (ERA) for abalone ranching and stock enhancement of abalone (*Haliotis Midae*) within the Eastern Cape coastline in the identified ranching areas in Table 1 above under sub-section 4.2.1. In undertaking the ERA, the appointed Service Provider should consider the following:

4.1.1.1 Information regarding the relevant listed threatened or protected species, including-

- a. the taxonomy of the species, including the class, order, family, scientific name, scientific synonyms, and common names of the species;
- b. the national and provincial conservation status of the species, including IUCN Red List Status;
- c. the population status and trends of the species, including:
 - aa. its national population status;
 - bb. the size of its local population which will be affected by the restricted activity in respect of which application is made; and
 - cc. its current national and local population trends;
- d. the geographic distribution and trends of the species, including:
 - aa. the distribution of the natural population;
 - bb. the distribution of any translocated and introduced populations; and
 - cc. the geographic distribution trends;
- e. the requirements of the species with respect to habitat and climate;
- f. the role of the species in its ecosystem, taking into account -
 - aa. whether the species is a keystone or indicator species;
 - bb. the species' level in the food chain; and
 - cc. the functions which the species performs in its ecosystem; and
- g. the major threats affecting the species nationally and locally;

4.1.1.2 Information regarding the restricted activity in respect of which application is made, including -

- a. the nature of the restricted activity;
- b. the reason for the restricted activity;
- c. where the restricted activity is to be carried out;
- d. the gender, age and number of the specimens of the species involved; and
- e. the intended destination of the specimens, if they are to be translocated;

4.1.1.3 Any regulations, policies, norms, and standards or international agreements binding on the Republic which may be applicable to the application;

The potential risks associated with the restricted activity to the particular listed threatened or protected species and a specific population of such threatened or protected species or to any other species or ecosystems, including -

- a. degradation and fragmentation of a species' habitat;
- b. creation of a significant change in an ecosystem caused by the removal or addition of keystone species;
- c. over-exploitation of a species; and
- d. hybridisation of species;

4.1.1.4 Evaluation of the risk identified under paragraph (d) in terms of:

- a. the likelihood of the risk being realised;
- b. the severity of the risk and consequences of the realisation of the risk for the particular species as well as for other species, habitats and ecosystems;
- c. options for minimising potential risks;
- d. management of potential risks; and
- e. any other information as the issuing authority may determine.

4.1.1 Public Participation report needs to be drafted as part of Phase 2 of the application process. Registered Interested and Affected Parties (I&APs) should be allowed to comment on the Draft Environmental Risk Assessment report. Comments should be provided to stakeholders and the final report submitted to the Competent Authority.

- 4.1.2 Baseline assessment is to be undertaken through this appointment to determine the extent of the “wild” abalone population in the identified areas.
- 4.1.3 Monitoring Plans should be developed for each of the identified areas to evaluate the success and determine the cost and benefits of the project. The monitoring plans should be developed to verify that the project is meeting its performance targets. The progress reports against the monitoring plan are to be submitted to the Department for review and the applicant may be required to undertake additional investigations or sampling where necessary. Methods need to be established to distinguish “wild” from seeded abalone where natural populations exist.

5. PERIOD / DURATION OF APPOINTMENT

- 5.1. The contract with the appointed Service Provider (SP) will run for a period of thirty-six (36) months and will commence as agreed in the Memorandum of Agreement (MOA) and upon the issuing of the purchase order.

6. COSTING / COMPREHENSIVE BUDGET

- 6.1. A comprehensive costing must be provided in a separate envelope inclusive of all disbursement costs and related expenditures inclusive of Value Added Tax (VAT). Refer to additional pricing schedule for further detail and SBD 3.3 to be completed. The SP must quote for all activities and should be quoted in South African currency.
- 6.2. The MLRF shall not pay for any unproductive or duplicated time spent by the SP on any assignment because of staff changes, outsourcing or re-drafting of reports due to errors, corrections or incorrect/incomplete findings.
- 6.3. The 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).
- 6.4. 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).

6.5. Prices should be quoted as per the pricing schedule below:

Costing Activity	Unit of measure	Cost per unit	Total Costs
Project management and administration			
1. Environmental & Risk Assessment (ERA) for Abalone ranching and stock enhancement of Abalone			
Professional time			
Subtotal ERA			
2. Public participation Report			
Professional time			
Advertising			
Tel/Fax/Internet			
Subtotal Public participation			
3. Monitoring program baseline survey			
Professional time			
Dive survey			
Analysis and reporting			
Subtotal dive survey			
4. Monitoring Plan development			
Professional time			
Dive Survey			
Analysis and Reporting			
Subtotal monitoring plan			
Grand Total			

Disbursements

Item #	Unit Rate	Quantity	Cost Estimated
Travelling(by Vehicle)			
Venue Hire			
Accommodation			
Consumables			
Per diem			
Other			
Sub-Total			

Cost of Deliverables + Cost of Disbursements		(VAT inclusive)
R	R	

7. EVALUATION METHOD

7.1 The evaluation for this bid will be carried out in four (4) phases:

- Phase 1: Pre-compliance or Initial screening
- Phase 2: Mandatory Requirement
- Phase 3: Due Diligence
- Phase 4: Price and Specific goals

7.2 PHASE 1: PRE-COMPLIANCE OR INITIAL SCREENING

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

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

Item No.	Administrative Requirements	Check/Compliance	Non-submission may result in disqualification?
1	SCM - SBD 1 - Invitation to Bid	Completed and signed	**NO
2	SCM - SBD 2 - Tax Clearance Certificate Requirements	CSD registration number/SARS PIN and CSD summary report	**NO
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 will these will not be further evaluated for Phase 2.

7.3. PHASE 2: MANDATORY REQUIREMENTS

7.3.1. The following table must be completed by the bidder by answering YES OR NO and attach proof.

7.3.2. Only bidders who achieve a “Yes” and attach required proof for all mandatory requirements and complete annexure A will be considered.

REQUIREMENT	REQUIRED PROOF TO BE SUBMITTED WITH BID	COMPLY: YES OR NO
The Project leader with relevant NQFL 8 qualifications in the field of Environmental Science and relevant qualification in the practise covering the scope of work outlined in SECTION 4 above.	NQFL 8 proof of qualification.	
The Bidder has more than 2 years’ experience in conducting Environmental Risk Assessment and conducting public participation in Abalone Ranching.	Company Profile (Complete Annexure A)	
The Project Teams members or individuals have demonstrable knowledge in marine environmental monitoring and with the required skills Ecology, Conservation Biology, and Environmental Science related field. More than 2 years’ experience in ecological sampling techniques and statistical analysis for stock assessment, database management (excel, assess) or record keeping for monthly yield.	CV of Project team members (Complete Annexure A)	
Certified Scientific Dive Team of at least five (5) people, one supervisor, one designated medical practitioner (level 2: on call) and three (3) divers with minimum Class 4 Registration. Note pricing should be equivalent to a Class registration for all divers. Full compliance with labour requirements e.g. Medicals up to date etc.	Dive certificates	

7.4. PHASE 3: DUE-DILIGENCE

7.4.1 The MLRF reserves the right to perform necessary due diligence.

7.4.2 Only bid proposals that meet phase one (1), and two (2) will be considered to be evaluated for due diligence.

- 7.4.3 Live demonstrations and/or site inspections will be performed to confirm the ability of the bidder to execute the project and the availability of sufficient personnel, working equipment, and other resources to deliver the required services.
- 7.4.4 The MLRF will communicate the dates to the bidder/s beforehand. Bidders must
- 7.4.4.1 Provide the representative with access to the offices of the bidder where the services will be offered.
 - 7.4.4.2 Provide the MLRF with the documents that will be required to support management responses on the due diligence questionnaire form. The MLRF will indicate the required documents beforehand.
 - 7.4.4.3 To have the personnel who will be responsible for the demonstrations that will be required available.
 - 7.4.4.4 To have any other information or staff required for MLRF to successfully perform the due diligence.
 - 7.4.4.5 To provide the MLRF before the date of the due diligence with the contact details of two people who will be contacted on the day of the due diligence.
 - 7.4.4.6 To reserve two (2) parking bays for the representative of the MLRF.
- 7.4.4 Bidder/s who do not demonstrate the ability to deliver the required services and the availability of resources will NOT be evaluated further.

7.5 PHASE 4: PRICING AND SPECIFIC GOALS

- 7.5.1 An evaluation of Price and Specific Goals Preference points on the suppliers that have successfully qualified to this stage of evaluation.
- 7.5.2 Calculation of points for price - The Preferential Procurement Policy Framework Act (PPPFA) prescribes that the lowest acceptable bid will score 80 points (for tenders under R50m) or 90 points (for tenders above R50m) for price. Suppliers that quoted higher prices will score lower points for price on a pro-rata basis.
- 7.5.3 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 supplier that scores the highest total number of adjudication points per category.

7.5.4 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.

7.5.5 The SCM unit of the 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.

7.5.6 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.

7.5.7 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).

7.5.8 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.

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

8. BID SUBMISSION REQUIREMENTS

8.1 **All completed documentation must be returned to the Marine Living Resources Fund (MLRF), the entity of the Department of Forestry, Fisheries and the Environment (DFFE) before 11:00 on the 2023.**

8.2 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:

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

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

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

8.2.4 Completed table of mandatory requirements, as set out in the table in paragraph 8.3. 2 of this document, together with all necessary supporting documents and required documentary proof.

8.2.5 Standard bidding documents (SBD1, 2, 3.3, 4, and 6.1) completed and signed. A valid copy of the Tax Clearance Certificate/ Tax Compliance Status Pin issued by SARS to the supplier/copy of Central Supplier Database (CSD)/ MA supplier Number must be submitted together with the bid.

8.2.6 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.

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

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

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

9. SPECIAL CONDITIONS OF CONTRACT

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

9.2 The Department / MLRF will not be held responsible for any costs incurred by the SPs during the preparation, presentation and submission of the proposal.

- 9.3 The Project Manager will be responsible for the management of the Memorandum of Agreement (MOA).
- 9.4 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradict the conditions in the general conditions of contract, the special conditions of contract will prevail.
- 9.5 The bid proposals should be submitted with all required information containing technical information.
- 9.6 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.
- 9.7 Poor or non-performance by the bidder will result in cancellation of the order and the MOA.
- 9.8 Should the service provider fail to perform, the MLRF reserves the right to cancel the appointment of such service provider immediately and without any notice.

10. PAYMENT TERMS

- 10.1 The MLRF undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.
- 10.2 Payment by the MLRF shall be made by means of an electronic transfer into the SP's bank account.
- 10.3 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 is 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.
- ALL INVOICES MUST ADDRESSED TO THE MLRF.

11. ENQUIRIES

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

Name	Email address

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.

SBD4

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:

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

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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Note to tenderers: The tenderer must indicate how they claim points for each

preference point system.)

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

.....

.....

.....

Toll Free Number: (if applicable)	
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1.14

Number of full-time employees:	
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1.15 SUPPLIERS GROUPING DETAIL: TYPE OF FIRM: (PLEASE TICK THE RELEVANT BOX)

1	Public Company (Ltd)		7	Sole Proprietor	
2	Private Company (Pty) Ltd		8	Foreign Company	
3	Close Corporation (cc)		9	Partnership	
4	Other (specify)		10	Trust	
5	Joint Venture		11	Section 21 Company	
6	Consortium		12	Government / Parastatals	

1.16 CONTACT PERSON DETAILS: (Complete for at least two Persons-Preferably Management)
(Compulsory)

	CONTACT PERSON 1				CONTACT PERSON 2				
1	Contact Name:								
2	Job Title:								
3	Receiver of contracts:	Y		N		Y		N	
5	Receiver of bids:	Y		N		Y		N	
6	Landline Number:								
7	Cellular Telephone Number:								
8	E-Mail Address:								

1.17 ANNUAL TURNOVER per annum

R	
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INSTRUCTIONS AND DEFINITIONS

2. GENERAL DEFINITIONS

- 2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 **“Contract”** means the agreement that results from the acceptance of bid by an organ of state.
- 2.6 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

- 2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.19 **“Trade Name”** The trade names that the company owns or distributes, which you wish to be registered for, as a supplier to the Marine Living Resource Fund. Applicants should indicate this on page 5 of the application.

3. LIST OF SHAREHOLDERS

Name	Position occupied in Enterprise	ID	Date RSA Citizenship obtained	*HDI Status			
				No franchise prior to elections	Women		Disabled
					W	A	

EQUITY OWNERSHIP CLAIMED IN TERMS OF THE ABOVE:

Equity Ownership by persons who had no franchise in the national elections prior to 1994: _____ % owned

Equity Ownership by White women: _____ %

Equity Ownership by African women: _____ %

Equity Ownership by Disabled persons: _____ %

Is the company 50.1% or more black owned? (Black enterprise, which means the majority of shares, is owned by blacks)

Or is the company 25.1% or more black owned? (Black empowered, which means the traditionally white owned company has empowered blacks in terms of shares in their company)

Please indicate the number of employees _____

*Indicate YES or NO

4. BUSINESS ACTIVITIES

	Office stationery, computer equipment, consumables, cleaning material, Office furniture, audio-visual equipment, office equipment.
	Printing, layout, design, publications, portfolios and banners, Signage and Flags
	Communication specialist (writing and producing of information)
	Media production – TV, radio etc. TV, radio and exhibits production, Entertainers i.e. dancers, musicians, poets, craftsperson etc. Stage, Podium and Sound System/Public Address System.
	Building maintenance: electrical, plumbing, office partitioning, painting, replacement of carpets, pest control etc
	Cleaning service (e.g. steam cleaning of carpets, curtains etc)
	Tracing
	Panel beating, Light and Heavy Vehicle Mechanicals
	Lab Machinery, Water Treatment, Microscopes
	Mobile Tool Unit
	Marine Electronics, Vessels and Small Boats Repair
	Catering Service
	Boat hire
	Buoys
	Ballistic Spray
	Cable tie and Metal Seals, Fertiliser Bags
	Cash Management/In transit
	Protective Clothing, Personal Protective Equipment
	Divers and Cameras Normal Including (Underwater Camera)
	Fish Tank
	SAMSA Accredited Medical Practitioners
	Supply of Sanitary Bins and Toilets
	Path Care Service
	Lock Smith
	Corporate Clothing
	Trawl nets, Trawl Wrap, Door net
	Gun Smoothing Kalgarding
	Furniture Removals
	Supply of Research Equipment
	Security Service and Access Control System
	Hazardous Waste Removal
	Health and Safety
	Travel Agencies and Shuttle Service
	Event organizers: Conferences and accommodation
	Training and workshops
	Suppliers of aircraft and Helicopters
	Financial auditing, Forensic Auditing
	Feasibility studies, project implementation, determination of norms and standard for the Expanded Public Works Programme (EPWP), development of training programs related to the marine environment.
	Service providers who specialise in Waste Management, cleaner production and air quality, geotechnical investigation, archaeological survey, land survey, flood line investigation, environmental impact assessment, quantity survey, environmental engineering.

5. GENERAL INFORMATION TO NOTE

- Registration on the Supplier Database does not guarantee business opportunities.
- Only suppliers who are registered and verified on the CSD will be captured on the MLRF Supplier Database. We will provide assistance to those companies who are not yet registered.
- Please include registration with appropriate regulatory and professional bodies eg. Copy of certificate of acceptability for food safety (Catering companies only).
- Please note that no 3rd party payments are allowed.
- Payment to suppliers will be through electronic banking transfer.
- In the case of Trusts, a certified copy of the trust Certificate/Trust Deed and a certified letter allowing a specific person to conduct business on behalf of the Trust.
- It shall be the responsibility of the registered supplier/service provider to inform the Marine Living Resources Fund immediately in writing of any change of address, telephone numbers and, in particular, of any changes in respect of the equity ownership by historically disadvantaged individuals (HDI Status) and the small / medium / micro enterprise (SMME) status of the business. Should a contract be awarded to a business as a result of incorrect particulars on the HDI / SMME status of that business, the Marine Living Resources Fund shall have the right to, in addition to any other remedy that it may have in terms of the Preferential Procurement Regulations (2001), cancel the contract and to claim damages.
- The Marine Living Resource Fund reserves the right to enter into term contracts with any supplier (whether registered or not) for any category of goods or services if the frequency of procurement in the particular category warrants a term contract.

SIGNATURE OF AUTHORISED PERSON

DATE:

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	<input type="checkbox"/> NEW	<input type="checkbox"/> UPDATE	ENTITY TYPE	<input type="checkbox"/> BUSINESS	<input type="checkbox"/> DEPARTMENT	<input type="checkbox"/> EMPLOYEE	<input type="checkbox"/> OTHER
---------	------------------------------	---------------------------------	-------------	-----------------------------------	-------------------------------------	-----------------------------------	--------------------------------

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

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

DETAILS OF FINANCIAL INSTITUTION FOR ELECTRONIC BANKING TRANSFERS: BANK NAME: <input style="width:90%;" type="text"/> BRANCH NAME & CITY/TOWN <input style="width:90%;" type="text"/> BRANCH NUMBER/CODE <input style="width:40%;" type="text"/> ACCOUNT NUMBER <input style="width:90%;" type="text"/> ACCOUNT TYPE <input type="checkbox"/> CURRENT <input type="checkbox"/> SAVINGS <input type="checkbox"/> TRANSMISSION	BANK DATE STAMP (NOT REQUIRED IF ACCOUNT CONFIRMATION LETTER SUBMITTED) <div style="border: 1px solid black; height: 80px; width: 100%;"></div>
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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 <input style="width:90%;" type="text"/>	POSITION HELD <input style="width:90%;" type="text"/>
PRINT NAME OF AUTHORISED PERSON <input style="width:90%;" type="text"/>	DATE (DD/MM/YYYY): <input style="width:20%;" type="text"/> <input style="width:20%;" type="text"/> <input style="width:20%;" type="text"/>

6. DETAILS OF PERSON (S) AUTHORIZED TO ACT ON BEHALF OF THE SUPPLIER (Mandatory)

RESOLUTION OF OWNERS / DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of * Directors / Members / Partner / Owners of:

.....

.....
 (Legally correct full name and registration number of the Enterprise, if applicable)

Held at (Place)

On..... (Date)

RESOLVED that:

1. The firm submits an application to the Marine Living Resource Fund for the registration on MLRF's Supplier Database Register.

2.*Mr / Mrs / Ms.....

in * his/her Capacity as :.....(Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign any documents and/or correspondence in connection with and relating to the Application Form as well as to sign any contract including all documentation on behalf of the supplier.

No	Name	Capacity	Signature

Note:
 1. Delete which is not applicable

 2.NB.This resolution must be signed by all the Directors/Members/Partners and Owners of the Bidder Enterprise

 3. Should the number of Director/Members/Partner and Owners exceed the space available above ,additional names and signatures must be supplied on a separate page

Enterprise Stamp

DECLARATION

By completing this application form, the Supplier declares that:

1. All the information supplied in this application is true and correct.
2. The Supplier will, without protest submit itself to the procedures instituted by the Marine Living Resource Fund
3. The Supplier will, if requested to do so supply further information and documentary evidence for scrutiny.
4. The Supplier will update their registration particulars whenever a significant change in their details occurs.
5. The Supplier acknowledges that any false information provided can lead to disqualification from the Supplier Database Register and being listed on the Marine Living Resource Fund non-preferred supplier list.
6. The Supplier acknowledges that it can be penalised for poor performance as the Marine Living Resource Fund deems necessary.

Is there any relationship between your organisation and any Marine Living Resource Fund employees?		Yes	No
If yes, please specify nature of relationship and of person			
Family	Friend	Business Partner	
Full Name	Full Name	Full Name	

Duly authorised to sign on behalf of :.....(Name of Supplier)

The undersigned who warrants that he/she is duly authorised to do so on behalf of the supplier, confirms that the contents of the application are within my personal knowledge and are to the best of my belief both true and correct

Signature	Full Name	Capacity	Date

COMMISSIONER OF OATHS:

Signed and sworn to before me at(Place) on this theday ofby the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his /her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths.....

Name:.....

Stamp

Signature:.....

Note: All pages of this Affidavit must be initialled by both the Deponent and the Commissioner of Oaths.

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

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

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

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