



# forestry, fisheries & the environment

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

## INVITATION TO BID

**BID REFERENCE NUMBER: MLRF210/24**

**APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP AND IMPLEMENT AN ONLINE SOLUTION TO CAPTURE CATCH RETURN/STATISTICS INCLUDING DATA MIGRATION AND INTEGRATION FOR SIX (6) DIFFERENT FISHERIES SECTORS WITHIN 36 MONTHS USING SITA TRANSVERSAL CONTRACT 1183.**

**Contact person:**

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

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

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

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

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

**CLOSING DATE OF THE BID: 08 NOVEMBER 2024 AT 11H00**

**Briefing session:**

**A virtual compulsory briefing session will be held on the 22<sup>nd</sup> of October 2024 (Tuesday) at 10:00. Link can be requested from [MLRFTENDERS@DFFE.GOV.ZA](mailto:MLRFTENDERS@DFFE.GOV.ZA)**

**MS TEAMS DETAILS ARE AS FOLLOWS:**

**Meeting ID: 337 025 832 882**

**Passcode: qXBb3f**

**Drop off Address:**

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

## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	MLRF210/24	CLOSING DATE:	08 November 2024	CLOSING TIME:	11:00
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DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP AND IMPLEMENT AN ONLINE SOLUTION TO CAPTURE CATCH RETURN/STATISTICS INCLUDING DATA MIGRATION AND INTEGRATION FOR SIX (6) DIFFERENT FISHERIES SECTORS WITHIN 36 MONTHS USING SITA TRANSVERSAL CONTRACT 1183.
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**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**GROUND FLOOR, FORETRUST BUILDING**

**MARTIN HAMMERSCHLAG WAY**

**FORESHORE, CAPE TOWN, 8001**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	Ms. Talitha Bikani	CONTACT PERSON	Mr Lwandisa Hoza
TELEPHONE NUMBER	021-402 3260	TELEPHONE NUMBER	021-402 3425
E-MAIL ADDRESS	MLRFtenders@dffe.gov.za	E-MAIL ADDRESS	MLRFtenders@dffe.gov.za

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

## Application for a Tax Clearance Certificate

### Purpose

Select the applicable option ..... Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application


### Particulars of applicant

Name/Legal name (Initials & Surname or registered name)			
Trading name (if applicable)			
ID/Passport no		Company/Close Corp. registered no	
Income Tax ref no		PAYE ref no	7
VAT registration no	4	SDL ref no	L
Customs code		UIF ref no	U
Telephone no	CODE NUMBER	Fax no	CODE NUMBER
E-mail address			
Physical address			
Postal address			

### Particulars of representative (Public Officer/Trustee/Partner)

Surname			
First names			
ID/Passport no		Income Tax ref no	
Telephone no	CODE NUMBER	Fax no	CODE NUMBER
E-mail address			
Physical address			

Tender number	<input type="text"/>				
Estimated Tender amount	R <input type="text"/> , <input type="text"/>				
Expected duration of the tender	<input type="text"/> year(s)				
Particulars of the 3 largest contracts previously awarded					
Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  or .

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

Date

Name of representative/  
agent

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

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Signature of applicant/Public Officer Date

Name of applicant/  
Public Officer

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

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: <b>MLRF210/24</b>
CLOSING TIME <b>11H00</b>	CLOSING DATE: <b>08 November 2024</b>

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP AND IMPLEMENT AN ONLINE SOLUTION TO CAPTURE CATCH RETURN/STATISTICS INCLUDING DATA MIGRATION AND INTEGRATION FOR SIX (6) DIFFERENT FISHERIES SECTORS WITHIN 36 MONTHS USING SITA TRANSVERSAL CONTRACT 1183.

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.

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

R.....
4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

R.....

R.....

R.....

R.....

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

R..... days

R..... days

R..... days

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

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

Name of Bidder: .....

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

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

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

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

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

#### DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

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

Or

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



(NOTE: Please circle or tick your answer)

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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



2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

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

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)
 \end{array}$$

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

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.)**

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

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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

**July 2010**

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

**NOTES**

The purpose of this document is to:

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

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

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

## **TABLE OF CLAUSES**

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

## **General Conditions of Contract**

### **1. Definitions**

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

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| <b>2. Application</b>  | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>   |
| <b>3. General</b>  | <p>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.</p> <p>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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>  |
| <b>4. Standards</b>  | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>  |
| <b>5. Use of contract documents and information; inspection.</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| <b>6. Patent rights</b>  | <p>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.</p>   |

**7. Performance security**

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

**8. Inspections, tests and analyses**

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



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

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

#### **9. Packing**

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

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

#### **10. Delivery and documents**

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

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

#### **11. Insurance**

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

#### **12. Transportation**

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

#### **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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

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

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| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>   |
| <b>17. Prices</b>                               | <p>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.</p>  |
| <b>18. Contract amendments</b>                  | <p>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.</p>   |
| <b>19. Assignment</b>                           | <p>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.</p>   |
| <b>20. Subcontracts</b>                         | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>  |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

## 22. Penalties

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

## 23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

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

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



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

Js General Conditions of Contract (revised July 2010)

Foretrust Building, Martin Hammariching Way, Foreshore, Cape Town, 8001 or Private Bag X2, ROSSBAAI, 8013 (FASCILE NO.021-4023228)

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

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

BANK DATE STAMP (COMPULSORY)

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

SIGNATURE OF AUTHORIZED PERSON \_\_\_\_\_ POSITION HELD \_\_\_\_\_  
 PRINT NAME OF AUTHORIZED PERSON \_\_\_\_\_ DATE (DD/MM/YYYY): \_\_\_\_\_



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

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

**THE MARINE LIVING RESOURCES FUND A SCHEDULE 3A PUBLIC ENTITY ESTABLISHED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999 (ACT NO 1 of 1999) UNDER THE AUSPICES OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT, ADHERES TO THE PROVISIONS OF THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 53 OF 2003 (B-BBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 5 OF 2000 ("PPPF") AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**MLRF210/24: THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP AND IMPLEMENT AN ONLINE SOLUTION TO CAPTURE CATCH RETURN/STATISTICS INCLUDING DATA MIGRATION AND INTEGRATION FOR SIX (6) DIFFERENT FISHERIES SECTORS WITHIN 36 MONTHS USING SITA TRANSVERSAL CONTRACT 1183.**

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## **1. PURPOSE**

- 1.1. The Marine Living Resources Fund (MLRF), a Schedule 3A Public Entity Established in terms of the Public Finance Management Act, 1999 (Act No 1 of 1999) (hereafter referred to as the MLRF) under the auspices of the Department of Forestry, Fisheries and the Environment (hereafter referred to as the Department / DFFE) needs to appoint a service provider to design, develop and implement an online solution to allow for the uploading, and/or electronic submission of catch data statistics including data migration at the Branch: Fisheries Management of the Department of Forestry, Fisheries and the Environment (DFFE).
- 1.2. The six identified sectors are Hake Inshore Trawl, Hake Deepsea Trawl, Horse Mackerel, Traditional Linefish, Small pelagic (Anchovy), and Small Pelagic (Sardine).

## **2. INTRODUCTION AND BACKGROUND**

- 2.1. The MLRA mandates the Department to collect catch and effort data to enable monitoring and assessment of the status of the living marine resources of South Africa.
- 2.2. Each right holder receives an allocation as a proportion of either a Total Allocated Catch (which determines the maximum tonnage of a marine resource that each Right Holder may harvest) or a Total Allowable Effort (which determines the maximum effort that may be exerted by each Right Holder to harvest a marine resource). All rights holders also need to pay applicable levies on the various species caught.
- 2.3. The Right Holders or vessel owners' complete logbooks/sheets recording their effort (time spent fishing), catch per species, per vessel, per trip, and/or per fishing session. The detail varies widely across the sectors. Data capturers currently capture the logbooks/sheets via an antiquated technology connected to different databases. Efforts are being directed, however, to promote the electronic submission of logbook/sheets data, and 30% of the Hake DeepSea Trawl data is currently submitted electronically.
- 2.4. The solution must enable the Right Holders, or the Vessel Owners, or Management Consultants contracted by the Right Holders to capture and/or submit the relevant logbooks/sheets per vessel per trip and/or per fishing session via an online solution. The logbook/sheets include all the information pertaining to the catching of fish and the allocation/distribution thereof to respective Right Holders.
- 2.5. The solution must enable the capturing, uploading, and/or electronic submission of information and documents (commercial, research and biological). There is a requirement to link the different datasets to each other.
- 2.6. The solution must make provision for the processing of datasets, standardised reports, and extracts.
- 2.7. The new solution must be developed in JAVA or C# on an Oracle or SQL database, as per the technical standards, frameworks, and methodologies used by the Department.

## **3. OBJECTIVES**

- 3.1 According to the Section 79 (2) in the Marine Living Resources Act 1998 (pg. 45), Catch logbooks shall contain the following recordings:

- 3.1.1 For each fishing operation, catches retained on board by species in live weight kilogram;
- 3.1.2 The estimated cumulative fishing since the commencement of fishing;
- 3.1.3 The type of gear used;
- 3.1.4 The number of fishing operations per day, where appropriate, and the duration of time that the fishing gear is deployed during each fishing operation;
- 3.1.5 The fishing location, longitude, and latitude;
- 3.1.6 The number of fish dumped or discarded where applicable.

Thus, the solution to be developed should, at a minimum, contain the above-mentioned information.

3.2 The objective of this request is to secure a suitable service provider that will meet MLRA requirements by:

- 3.2.1 Designing, developing, and implementing a solution to allow the capturing, uploading, and/or electronic submission of catch statistics, biological information, and other documents linked to the existing internal systems to reference Right Holders, Entities, Issued Permits, and other pertinent reference data. An example logbook is provided in **Annexure A**;
- 3.2.2 Developing a solution with the ability to provide for different roles and responsibilities;
- 3.2.3 Providing maintenance and support including change management fixes for all six (6) fisheries sectors for six (6) months after implementation;
- 3.2.4 The solution must provide the ability to generate reports, extract data in different formats (PDF, Word, CSV, Excel), and allow for read-only access connectivity within the Department (e.g. ODBC connection for analysis of raw data without extract). An example report is provided in **Annexure B**;
- 3.2.5 Skills transfer to both internal staff and outsourced contractors;
- 3.2.6 Ensure data migration from the existing systems to the new solution.
- 3.2.7 Development should follow an agile approach with frequent iterations to production. Ideally, the first identified functional fisheries catch modules should be ready for use in the first 18 months.

#### **4. SCOPE AND EXTENT OF WORK**

4.1. The role of the Service Provider is to design, develop, and implement a solution that allows for the capturing, uploading, and/or electronic submission/submission of catch statistics, biological information, and documents; and includes data migration and integration. The software methodology used in the development of the solution should be in line with the skill set and enterprise architecture of the MLRF/DFFE, and the existing infrastructure. The DFFE environment is Windows or Linux in a hybrid hosting environment.

Noting the 2022 Determination and Directive on the Usage of Cloud Computing Services in the Public Service [[https://www.dpsa.gov.za/dpsa2g/documents/egov/2022/egovernment\\_02\\_02\\_2022.pdf](https://www.dpsa.gov.za/dpsa2g/documents/egov/2022/egovernment_02_02_2022.pdf)], a cloud-first approach to be adopted.

**4.2. Design and develop a secure online IT solution that:**

- 4.2.1. Allows for the Right Holders, their representatives (vessel owning companies & management consultants), and Department officials to register as users on the different sectors within the solution with unique usernames and secure passwords, i.e. assigning different roles and responsibilities;
- 4.2.2. Allows for capturing, uploading, and/or electronic submission of catch statistics, biological information, and other documents that are linked to the relevant Right Holders. Uploading of documents and information can be via a text file to the database or via email;
- 4.2.3. Provides a facility for the submission or upload of catch data in text file format;
- 4.2.4. Existing calculations performed within the current systems must be replicated; these calculations translate catch estimates into nominal mass (kg) and this information is used in reports;
- 4.2.5. Generate eight (8) reports per fisheries sector and design a tool to extract data in different formats – improving on the reports and extracts currently available;
- 4.2.6. Allows for extraction of ad-hoc reports;
- 4.2.7. Allows for verification/validation of uploaded data;
- 4.2.8. Allows for Search, Print, Save, and Export functionality;
- 4.2.9. Interface with other datasets in Fisheries solutions when needed;
- 4.2.10. Has audit trail functionality for users and system administrators including audit reports; Examples of audit reports are amongst others:
  - 4.2.10.1. Audit logs showing system administrator activities,
  - 4.2.10.2. Audit logs showing database administrator activities,
  - 4.2.10.3. User access management reports (list of active and inactive users, user profile (date created , date deactivated , password changed date);
- 4.2.11. The solution must be secure, available 24-7, and be able to accommodate between 250 and 1000 simultaneous users.

#### **4.3. Data migration**

- 4.3.1. Provide data migration roadmap including timelines to include the integration of the migrated data into the new structures of the database, with the option to have limited edit access rights to historical data (e.g. pre-2021);
- 4.3.2. Transfer data from the existing system to a new solution. The different Sybase and Oracle databases range from 100MB to 5GB in size;
- 4.3.3. Relevant scripts and documentation of data and tool migration should be provided.

#### **4.4. Testing**

- 4.4.1. Development of test plans and test cases;
- 4.4.2. Unit Testing of Application and Database;
- 4.4.3. End-to-end testing of all modules and phases of the solution;
- 4.4.4. MLRF (Marine Living Resources Fund)/DFFE User Acceptance Testing Sign-off.

#### **4.5. Go-Live and Post-Implementation Support and Maintenance**



- 4.5.1. Completed solution and database must be hosted in the cloud (platform as a service), noting that the Department has standardised on Microsoft and Oracle;
  - 4.5.2. Close-out Report (per sector) including the handover of all technical documentation in editable format after each of the six (6) fisheries sectors is deployed to Production;
  - 4.5.3. Technical support and maintenance to be provided for post-implementation by the staff who developed the solution;
  - 4.5.4. The solution must be fully tested in collaboration with Departmental officials;
  - 4.5.5. The solution must be scalable to allow for future enhancement;
  - 4.5.6. The service provider must provide in-person training for selected (approximately 14 people) DFFE staff with a “train the trainer” approach to assist other DFFE staff and users;
  - 4.5.7. All documentation and code will be the intellectual property and asset/s of the Marine Living Resources Fund and must be handed over to the MLRF on the completion of each phase and completion of the project.
  - 4.5.8. Hosting including back-up/s.
- For more detailed requirements refer to DFFE Business Requirement Statement – Catch systems , herewith attached as **Annexure C**.

## **5. EXPECTED DELIVERABLES / OUTPUTS**

- 5.1 The service provider will be expected to deliver the following as part of the completed functional solution and database:
  - 5.1.1 Project initiation and project documentation;
  - 5.1.2 Risk and Change Management Documentation;
  - 5.1.3 The Technical documentation (User requirements specification, technical designs, user manuals etc.);
  - 5.1.4 The Source Code and complete database;
  - 5.1.5 Completed functional solution according to the agreed specifications (including but not limited to Testing and Training);
  - 5.1.6 Data migration roadmap, reports, populated databases, and scripts;
  - 5.1.7 Cloud agreement including consumption and architecture;
  - 5.1.8 Technical support and maintenance post-implementation.

## **6. PERIOD / DURATION OF PROJECT**

- 6.1. The total duration of the project will be thirty-six (36) months.
- 6.2. The solution must be completed within 30 months with deployment of functionality to production to be taking place in a phased approach. Some functionality to be deployed within the first year of the project. The milestones will be agreed upon between the service provider and the Project Manager appointed by the MLRF.
- 6.3. Technical support and maintenance will be for six (6) months after successful deployment of last phase and completed functionality of the project. This is included in the 36 months.

## 7. COSTING / COMPREHENSIVE BUDGET

- 7.1 A comprehensive fixed costing must be provided on Pricing Schedule inclusive of all disbursement costs, such as delivery costs, traveling, and accommodation costs and other expenses inclusive of VAT. Refer to SBD 3.3 – Pricing Schedule and pricing schedule in **Annexure D**.
- 7.2 MLRF reserves the right to negotiate price with a recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder (s) who have not been recommended.
- 7.3 The service provider may use the **Pricing Schedule – SBD 3.3** to indicate their rates in line with the provisions of deliverables in section 5 above.
- 7.4 Prices should be quoted as per the pricing schedule **Annexure D**.

## 8. EVALUATION OF METHOD

8.1 The evaluation for this bid will be carried out in the following phases:

- Phase 1: Pre-compliance
- Phase 2: Mandatory Requirement
- Phase 3: Due diligence
- Phase 4: Price and Specific Goals

### 8.2 Phase 1: Pre-compliance or Initial Screening

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

8.2.1 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	Completed and signed	*NO
4	SCM - SBD 4 - Declaration of Interest (note: bidders to use latest version of SBD 4)	Completed and signed	*NO
5	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed	**NO

Item No.	Administrative Requirements	Check / Compliance	Non-submission may result in disqualification
6	In case of bids where Consortia/Joint Venture agreements have been signed by all parties, these must be submitted with bid proposal	JV agreement completed and signed, if applicable	*NO

**\*\*NO** – MLRF reserves the right to send a request for information (RFI) to the service provider in the event of non-submission or incomplete documentation and to request a response within seven (7) days after the date of sending the RFI. If the documents are not submitted or completed in full within seven (7) days the MLRF will reject proposals, and these will not be further evaluated for Phase 2. The service provider will not be disqualified from the bid process if the service provider does not submit/complete the SBD 6.1, however, such service provider will score 0 for Specific Goals (Phase 4).

### 8.3 Phase 2: Mandatory Requirement

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

8.3.2 Only bidders who achieve a "Yes" for all mandatory requirements and attach required proof will proceed for evaluation to phase 3.

REQUIREMENT	REQUIRED PROOF TO BE SUBMITTED WITH BID	COMPLY: YES OR NO
a) The service provider/bidder must have 5 years' experience in the field of software development.	Provide a detailed company profile with contactable references for successfully implemented solutions. <u>The profile should indicate the following:</u> <ul style="list-style-type: none"> <li>• At least five (5) years of experience.</li> <li>• Description of similar projects completed.</li> <li>• Contactable reference(s) for each completed project</li> </ul>	
b) Relevant Project Manager's experience and track record (attach CVs of the project manager) in the field of software development. The CV should indicate at least 3 years of software development.	A comprehensive CV of the project manager with clear contactable references, proving at least 3 years of experience in the field of software development.	
c) Relevant key staff members' (Excluding project manager) experience and track record (attach profiles / CVs of the key staff members to be assigned to the project). <ul style="list-style-type: none"> <li>• Key staff members must include: <ul style="list-style-type: none"> <li>○ Senior software developers,</li> <li>○ Junior Software developers,</li> <li>○ System analysts,</li> <li>○ Business process analysts,</li> <li>○ Testers,</li> <li>○ Data scientists,</li> </ul> </li> </ul>	A comprehensive CVs of the key staff members with clear and contactable references.	

<ul style="list-style-type: none"> <li>○ Data analysts,</li> <li>○ Solution architects,</li> <li>○ Lead Architects,</li> <li>○ Technical leads, and</li> <li>○ Database administrators.</li> <li>• When combined the team must have experience in both software development and deployment. Experience in both areas must be clearly be stipulated in the CVs.</li> <li>• The team must have at least 10 years of experience in software development (when combined) and at least 10 years' experience in software deployment (when combined).</li> </ul> <p><b>Bidders to include a table with key staff members and their roles.</b></p> <p><b>Annexure E must be utilised for CVs.</b></p>		
<p>d) Provide a detailed proposed project management plan. The plan should cover ALL the following:</p> <ul style="list-style-type: none"> <li>• Clear and realistic timeframes</li> <li>• Realistic Milestones</li> <li>• Address <b>AT LEAST FIVE (5)</b> of the deliverables in section 5</li> </ul>	<p>Provide a detailed implementation plan as per the section on the left.</p>	
<p>e) The bidder must be registered under the SITA Transversal Contract 1183.</p>	<p>The bidder must submit a valid copy of the SITA accreditation letter/certificate.</p>	

#### 8.4 PHASE 3: Due diligence

8.4.1 Only bid proposals that meet phases one (1) and two (2) will be evaluated for due diligence.

8.4.2 The MLRF will perform due diligence on the following areas of the bidder's proposal:

8.4.2.1 The experience of the service provider/bidder in the field of software development.

8.4.2.2 Relevant Project Manager's experience and track record (attach CVs of the project manager) in the field of software development.

8.4.2.3 Relevant key staff members' experience and track record (attach profiles / CVs of the key staff members to be assigned to the project).

8.4.2.4 Composition of key staff members.

8.4.2.5 Proposed project management plan.

8.4.2.6 Any other aspects that the Bid Evaluation Committee (BEC) may identify.

8.4.3 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.

8.4.4 The MLRF will communicate the dates to the bidder/s beforehand. Bidders must:

- 8.4.4.1 Provide the representative with access to the offices of the bidder where the services will be offered;
- 8.4.4.2 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;
- 8.4.4.3 Have the personnel who will be responsible for the demonstrations that will be required available;
- 8.4.4.4 Have any other information or staff required for MLRF to successfully perform the due diligence;
- 8.4.4.5 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;
- 8.4.4.6 Reserve two (2) parking bays for the representative of the MLRF to visit offices (where applicable).

8.4.5 Bidder/s who do not demonstrate the ability to deliver the required services and the availability of resources will NOT be evaluated further.

## **8.5 Phase 4: Price & Specific Goals**

8.5.1 Only bid proposals that meet phase one (1), two (2) and three (3) will be evaluated on functionality and technical criteria.

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

### **8.5.3 Calculation of points for Price –**

8.5.3.1 The Preferential Procurement Policy Framework Act (PPPFA) prescribes that the lowest acceptable bid will score 80 points (for tenders under R50m) or 90 points (for tenders above R50m) for price. Suppliers that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as criteria, only bid proposals that meets functionality requirements will be considered for evaluation on price and specific goals preference points.

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

### **8.5.4 Calculation of points for Specific Goals -**

8.5.4.1 Points will be awarded to a supplier for specific goals. Bidders are required to submit the original and valid proof for preference points claimed or certified copies thereof; to substantiate their preference

points claims. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in Specific Goals preference points being forfeited.

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

8.5.4.3 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.*

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

8.5.5 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.

8.5.6 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).

8.5.7 The PPPFA prescribes that the lowest acceptable bid will score 80 or 90 points for price (as explained above, depending on whether the bid prices is more or less than R50million). Suppliers that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as a criterion, only bid

proposals that meets functionality requirements will be considered to be evaluated on price and Specific Goals.

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

## **9. BID SUBMISSION REQUIREMENTS**

9.1 All completed documentation must be returned to the Marine Living Resource Fund (MLRF) the entity of the Department of Forestry, Fisheries and the Environment (DFFE) on or before 11:00 on the 08 November 2024. The location of the drop off is: Tender Box, Ground Floor, Foretrust Building, 2 Martin Hammerschlag Way, Cape Town, 8000.

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

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

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

9.2.3 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.

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

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

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

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

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

9.2.9 Letter of Authority to sign documents on behalf of the company

9.2.10 BBBEE or sworn affidavit.

## **10. SPECIAL CONDITIONS OF CONTRACT**

10.1. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by a Project Manager appointed by the MLRF.

10.2. The Service Provider will submit weekly/ monthly/ quarterly progress reports to the Project Manager appointed by the MLRF, within the stipulated agreed timeframe after the end of each month for the duration of the project, submitted in both soft and hard copies. Failure to submit the required reports detailing progress and milestones achieved on time will result in penalties such as delayed payment.

10.3. The Project Manager appointed by the Department/MLRF shall do the ongoing management of the Memorandum of Agreement (MOA).

- 10.4. The Service Provider must guarantee the presence of the Team Leader in charge of programme throughout the duration of the contract.
- 10.5. If a senior staff member of the Service Provider must leave the project, a period of at least one (1) month is required in which the senior staff member must work in parallel with the next person (who must have similar expertise and equal years of experience) appointed by the Service Provider to enable continuity and the transfer of skills and knowledge.
- 10.6. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 10.7. Poor or non-performance by the bidder will result in cancellation of contract.

## 11. PAYMENT TERMS

- 11.1. The DFFE / MLRF undertakes to pay out as per deliverables within 30 (thirty) days of all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.
- 11.2. Payment by the DFFE / MLRF shall be made by means of an electronic transfer into the Service Provider's bank account.
- 11.3. Payment requirements:
- 11.3.1. The successful Service Provider shall render services to the DFFE / MLRF in accordance with the MoA.
- 11.3.2. The amounts are inclusive of VAT and all disbursements shall be paid in South African Rands.
- 11.3.3. The successful Service Provider shall provide the DFFE / MLRF with an original tax invoice. Once the DFFE / MLRF has approved such invoice and is satisfied with the services rendered as outlined in the MoA, it will make payment to the successful Service Provider within 30 days of approval of such a request.
- 11.3.4. The successful Service Provider is required to submit the following documents with each invoice:
- 11.3.4.1. Monthly statement of account;
- 11.3.4.2. Progress Report.
- 11.3.5. The DFFE / MLRF requires that a new order number be raised after 1 April of each of the financial years of the contract period.

## 12. COMPULSORY BRIEFING SESSION

- 12.1 To ensure that service providers understand what is required from them with regards to this tender, bidders must attend a compulsory briefing session. The briefing session will be as follows: 22 October 2024 at 10:00
- 12.2 The link for the sessions can be requested via email:

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

*\*Suppliers should use "MLRF210/24: Briefing Session" as the subject of the email of requesting link for the briefing session.*



### 13. ENQUIRIES

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

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

*\*Bidders should use "MLRF210/24:Enquiries" as the subject of the email for all the enquiries.*

# Annexure A: Pertinent sections of a Hake inshore trawl (wetfish) logbook (part 1 of 2)

Branch: Fisheries  
Foretrust Building  
Marin Hamensdagg Way  
Forsyth, Cape Town 8001  
Private Bag X2, Viesham, 8018  
Facsimile: 021 402 3694

DEEPSEA	Period	Quota
	Numbers	Year

## INSHORE TRAWL FISHING LOG WETFISH

Voyage Number		Code
Registered Vessel Owner		
Vessel Name		
Rights Application Number/s		
Skipper's Name		
Skipper's Contact Number		
Observer's Name & Signature		

Previous Landing	Date	Sailing	Docking	Discharge
	Time			

Discharge Port	Factory
----------------	---------

PLEASE INDICATE:

CATCH RETAINED ESTIMATED IN

Baskets.....kg	Cartons.....kg
Bins.....kg	Boxes.....kg

### FOR OFFICIAL USE ONLY

Date & Place Received	CT MB PE	Sector	In	Off
Number of drags		Type	Bot	Mid
Landing			Both	
Captured by		Date		
Landing		Date		
Validated by		Date		
Captured by		Date		

### Header Information per Activity Period

Activity Period	1	2	3	4	5	6	7
Activity Code							
Primary Retained Species							
Secondary Retained Species							
Date							
Time							
Latitude							
Longitude							
Grnd Block							
Course							
Depth(m)							
Temp(C)							
Wind							
Direction							
Force							
Gear Code (see below)							
Mesh Size (Codend)							
Towing Speed (knots)							
Distance Towed(km)							
P.M.							
Catch							
Volume (kg)							
Production (kg)							
Bird Scaring Lines							
Bird Mortality							

Please complete one column of the above Header Information Table for each Activity Period. Where the Activity was towing, please enter the catch details in the corresponding column of the Catch Sheet (towing page).

Activity Code	Retained Species	Bird Scaring Line Codes	Bird Mortality
1 Bottom Trawling	1 Hake	1 Line deployed	A None
2 Midwater Trawling	2 Mackerel	2 Line not available	B She Albatross
3 Steaming	3 Sole	3 Line lost	C Black-browed Albatross
4 Drifting (at night)	4 Monk	4 Not deployed due to weather	D Yellow-nosed Albatross
5 Dredging	5 Kingfish		E Giant Petrel
6 Breakdown	6 Ribbonfish		F White-chinned Petrel
7 In Port	7 Panga		G Cape Gannet
8 Twin Bottom Trawl	8 Ribbonfish		H Other
9	9		
10	10		

### REMARKS

DECLARATION: I hereby declare that, to the best of my knowledge, the information and data submitted in this catch declaration sheet for hake trawl are true, correct and complete in all respects.

### SIGNATURE

Skipper Name: \_\_\_\_\_ Sign: \_\_\_\_\_

### Estimated Catch per Drag – Wetfish

Activity Period	1	2	3	4	5	6	7
Hake	H&G	Large	Medium	Small	Ungraded		
Other (specify)							
Head-on Gutted (PG)							
Kingklip	H&G	Large	Medium	Small	Ungraded		
Monk	Tails	Head-on Gutted					
Horse Mackerel	H&G	Large	Medium	Small	Ungraded		
Snoek	Head & Tailed	Headed - Frozen	Fleeced - Frozen				
Squid	Chokka	Round	Ungraded				
Jacopever	Round	H&G					
John Dory	Round	H&G					
Chubb	Round	H&G					
Mackerel	Round	H&G					
Angelfish	Round	H&G					
Ribbonfish	Round	Headed & Tailed	Headed, Gutted & Tailed				
Gumard	Round	H&G					
EC Sole	Gutted	Ungraded					
Sand sole	Gutted	Ungraded					
Kabeljou	Gutted	Large	Medium	Small	Ungraded		
Panga	Round	H&G					
Red Mullet	Ungraded						
Silverfish	Gutted						
Red Stump	Gutted						
White Stump	Gutted						
Sturgeon	Gutted						
Bishop	Gutted						
Vaalbaai	Headed						
Musculus	Headed						
Unspecified	Headed						
Skate	Wings						
St Joseph	H&G						
Octopus	Round						
Orfel	Head						
Others							

### Discharge Sheet – Wetfish

Owner of Vessel	Sailing Date					
Vessel Name	Landing Date					
Species	Weight	Mass	Species	Length	Category	Mass
Hake	1800+	560 +	Ribbonfish	Round		
	1200-1800	480-880		Headed & Tailed		
	800-1200	420-480		Headed + Gutted + Tailed		
	500-800	360-420	Gumard	Round		
	500-500	320-360		H&G		
	225-360	250-320	East Coast Sole	Gutted	Extra Lm	
	80-225	180-250		Large		
	Ungraded			Medium		
	0.7-1Kgs			Small		
	1-2Kgs			Ungraded		
	2-3Kgs			Total EC Sole		
	3-4Kgs			Sand Sole	Gutted	Ungraded
	4-5Kgs			Kabeljou	Gutted	Large
	5-6Kgs				Medium	
	Ungraded				Small	
	Ungraded				Ungraded	
	Round				Total Kabeljou	
	Total Hake					
Kingklip	H&G	Large				
	Medium					
	Small					
	M&Z Ungraded					
	Ungraded					
	Filet					
	Total Kingklip					
	Tails					
	Head-on Gutted					
Monk	Round					
	Large					
	Medium					
	Small					
	Ungraded					
	Total Horse Mackerel					
	Headed & Tailed					
	Headed & Frozen					
	Picked & Frozen					
	Total Snoek					
Squid	Chokka	Round	1			
	Red	Ungraded	2			
	Total Squid		3			
Jacopever	Round	H&G	4			
	H&G		5			
John Dory	Round	H&G	6			
	H&G		7			
Chubb	Round	H&G				
Mackerel	Round	H&G				
Angelfish	Round	H&G				

DECLARATION: We the undersigned hereby declare that the information and data submitted in this landing declaration sheet for hake trawl are true, correct and complete in all respects.

### SIGNATURES

Rights Holder or Authorised Official Name: \_\_\_\_\_ Sign: \_\_\_\_\_  
Inspector Name: \_\_\_\_\_ Sign: \_\_\_\_\_

# Annexure A: Pertinent sections of a Hake inshore trawl (wetfish) logbook (part 2 of 2)

Distribution of Catch among Rights Allocations						
Vessel Name _____		Landing Date _____				
	Rights Holder	Appl.#	Permit #	Year		
1						
2						
3						
4						
5						

Nominal Weight Only							
	Species	1	2	3	4	5	Total
Squid	Chokka Squid						
	Total						
Sole	East Coast Sole						
	Total						
Hake	H&G						
	Skinless Fillets						
	Skinned/Ungraded						
	Skin on Fillets						
	Mince/Sausage						
	Round						
	H&G Broken/Ungraded						
	Total						
H&G	H&G						
	Fillets						
	Mix / Ungraded						
H. M&C	Total						
	Round						
	H&G						
M&C	Total						
	Tails						
	Head-on Gutted						
M&C	Round						
	Total						
	Redstartfish	Headed & Gutted					
Headed, Gutted & Tailed							
Round							
Redstartfish	Total						
	Round						
	H&G						
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**Annexure B: Example of report required for sectors (Hake deep sea trawl, Hake inshore trawl and Horse mackerel) to calculate catch per FAO area**

Country	RA	Trans type	Bottom Trawl	Landings type	Bottom and drift net - Landing	Vessel type	Demersal Vessels		
Company Name	19-1								
Vessel Name	19-2								
Discharge date range	01/02/2012 to 31/03/2012								
Species	ICSEAF13	ICSEAF14	ICSEAF15	ICSEAF16	ICSEAF17	ICSEAF21	Unknown	Species Total	
Report Totals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Actual Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Actual Days	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Number of Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Number of Drags	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Department: Agriculture, Forestry and Fisheries**  
**Fisheries Management**



**Department: Agriculture, Forestry and Fisheries  
Fisheries Management**

**Demersal – FAO Area 47 Nominal Catch Summary Report**

Report Date: dd/mm/yyyy  
Time: hh:mm  
Page Count: xx

Report Criteria: Discharge Date from dd/mm/yyyy  
Discharge Date to dd/mm/yyyy

Country: CCCCCCCCC

ICSEAF Division(s): All

Vessel owner(s): Mmmmmmmmm  
Mmmmmmmmm

Vessel Name(s): Mmmmmmmmm  
Mmmmmmmmm

Report Name: rpt\_dem\_fao47\_nom\_catch

Data Elements that need to be viewed are:

Column	Field(s)	Description	Source
Country	COUNTRY_OF_ORIGIN_ID		MST_PARTIES
Date From	DISCHARGE_DATE	Date From indicates the Start date for the Report	CTH_DEM_TRIP
Date To	DISCHARGE_DATE	Date To indicates the End date for the Report	CTH_DEM_TRIP
Company Name (or Vessel Owner) Range	VESSEL_OWNER_ID NAME		CTH_DEM_TRIP MST_PARTIES
Vessel Name(s)	VESSEL_ID NAME		CTH_DEM_TRIP MST_VESSELS
Trawl Sector	TRAWL_SECTOR		CTH_DEM_TRIP
Vessel Storage Type	VESSEL_STORAGE_TY PE		CTH_DEM_TRIP
ICSEAF Divisions	TRIP_ID	ICSEAF Divisions are defined as follows	CTH_DEM_TRIP
	GRID_BLK_ID	ICSEAF13 – Northern Namibia	CTH_DEM_TRIP_ACTI VITY
	AREA_ID	ICSEAF14 – Central Namibia	CTH_DEM_AREAS
	ID	ICSEAF15 – Southern Namibia	
NAME		ICSEAF16 – West Coast	CTH_DEM_AREAS
		ICSEAF21 – Cape Agulhas to Mosselbay	
		ICSEAF22 – Mosselbay East	
Species Total	CATCH_MASS	Species Total is the sum of all the various Species Totals. Species or resource group as declared in drag catches, from the CTH_DEM_SPECIES list	CTH_DEM_DRAG_CAT CHES CTH_DEM_TRIP_ACTI VITY CTH_DEM_AREAS
Total Actual Hours	END DATE END TIME START DATE START TIME	Total Actual Hours is the hours spent on a Drag Level i.e. the sum of the drag durations. $\sum_{\text{All drags per Area ID where Activity ID=trawling for Date Range}} (\text{End Date} + \text{End Time}) - (\text{Start Date} + \text{Start Time})$	CTH_DEM_TRIP_ACTI VITY
Total Actual Fishing Days	START DATE END DATE	Total Actual Fishing Days is the total number of vessel days (or part thereof) per ICSEAF Division where the Activity code indicates that fishing occurred on that day i.e. if a vessel fishes in two or more sectors during a single day, then one fishing day is	CTH_DEM_TRIP_ACTI VITY

Column	Field(s)	Description	Source
Total Number of Trips	TRIP_ID	added to each sector Total Number of Trips is the number of trips which took place. $\sum_{\text{per Area ID for date range}} \text{count}(\text{trip id})$	CTH_DEM_TRIP_ACTI VITY
Total Number of Units (Vessels)	VESSEL_ID	Total number of Units is the amount of Vessels operating in the predefined period. $\sum_{\text{per Area ID for date range}} \text{count}(\text{Vessels id})$	CTH_DEM_TRIP CTH_DEM_TRIP_ACTI VITY
Total Number of Drags	NUMBER OF DRAGS	Total Number Drags is the number of Drags conducted in the Effort Total. $\sum_{\text{per Area ID for date range}} \text{Number of Drags}$	CTH_DEM_TRIP CTH_DEM_TRIP_ACTI VITY

The report shall be exported to the following formats:  
- PDF  
- Comma Delimited

**4.19.2. Requirement F19.2 Catch and Effort Summary by Target Species and Mesh Size for FAO Area 47 (47B)**

The application must be able to generate a Report that reflects the Catch and Effort Summary by Target Species and Mesh Size for FAO Area 47. There must be the option to deselect columns.



Figure 58: Catch and Effort Summary report selection

Search Parameters that need to be captured are:

Discharge Date From	Date From indicates the Start date for the Report Date From is searching on the Discharge Date.	Mandatory
Discharge Date To	Date To indicates the End date for the Report Date To is searching on the Discharge Date.	Mandatory
Country	Country is the origin ID of the Vessel Owner	Mandatory
ICSEAF Divisions	ICSEAF Divisions to be selected from ICSEAF Division List maintained in MAST. Can select one or all.	Mandatory
Target Species	Select from the list of Demersal species in CTH_DEM_SPECIES. Can select one or all.	Optional
Vessel Name(s)	Vessel owner Name can be single, multiple or all (if undefined).	Optional
Vessel Name(s)	Vessel Name can be single, multiple or all (if undefined).	Optional

# Annexure C

# **Business Requirement Statement (BRS) for Redevelopment of the CATCH System**

**Version:** 1.0

**Date:** 20 September 2024

## DOCUMENT CONTROL

### Version Control

Version	Date	Owner	Status	Comments
1.0	20/09/2024	.....	Final	First version

### Document Approval

Document was approved by relevant stakeholders.

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## 1. GENERAL INFORMATION

**Table 1 - Details of the initiative**

If this BRS leads to the approval of a Business Case, then a project will be initiated, whereafter a project manager will be assigned. Wherever reference is made in this document to “the project”, it refers to such project that will be launched. Therefore, only the expected criterion for the envisaged project is contained in this document, and not the detailed planning of the project’s execution, since such planning can only be compiled, once the project has commenced, and in accordance with the final decision of a Business Case.

## 2. INTRODUCTION

### 2.1 Document Purpose

The purpose of this document is to describe business requirements for the *CATCH system* completely, accurately and unambiguously in a **technology-independent approach**. The requirements identified in this document will form the basis for the feasibility, acquisition, design, development and implementation activities for the proposed solution.

### 2.2 Intended Audience

The main intended audience for this document is the business owners of the proposed solution. This document should be readable by business owners of the proposed system. They must be able to verify that their business requirements have been documented here completely, accurately and unambiguously.

ICT stakeholders such as Application Architect, Technical Architects, Developers would also find the information in this document useful when they need to design a solution that will address these business requirements.

Since the requirements are documented here in technology-independent manner, the end-users of the system should be able to comprehend the requirements fairly easily from this document

## 3. BACKGROUND

Effective fisheries management requires the Fisheries Branch to monitor the catch of exploited species against the Rights that have been allocated for those species. This information is critical to monitor potential over-catching by individual entities (i.e. exceeding the allocation granted to them), or conversely, under-catching (i.e. underperformance), in addition to assessing the status of these stocks in order to inform future catch/effort recommendations.

Accurate catch (and associated effort) data of harvested resources (i.e. species) are required to estimate the fishing mortality as well as an indication of trends in abundance, both of which are critical inputs to the mathematical models that are being used to estimate sustainable harvesting levels and hence provide advice for setting the Total Allowable Catch (TAC) or Total Allowable Effort (TAE) limits as required.

The CATCH systems were developed to meet this business needs and requirements. The Research component of the Fisheries Management branch undertook this initiative during the period 1995 and 1999. The current Sybase CATCH System is a collection of 5 applications and databases that store commercial data for 6 different fisheries sectors. All Rights Holders are required to submit their catch data as prescribed by the relevant sector-specific policies and permit conditions.

A project to re-develop all catch systems as part of the Marine Administrative Systems (MAST) development failed to pass the User Acceptance Test (UAT) in 2010. Subsequent to that another project was initiated to build the catch systems to user specification and unfortunately the scope was too broad, and the project ultimately failed.

Although the Sybase catch systems are currently utilised, they no longer meet the user requirements and need re-development, particularly to enable links to existing administrative systems such as MAST.

### 3.1 Overview of the Proposed Solution

The solution is to redevelop and modernize the current Sybase CATCH system. The proposed system will consist of an application for each of fisheries sector (Small Pelagic, Trawl and Linefish) but built on a central database for common data and standard features that are applicable to all the sectors. The new solution must also be flexible enough to be able to add new sectors and adapt to regulatory changes in the existing sectors.

The proposed system must interface with the Marine Administration System (MAST) as well as the ePermit systems.

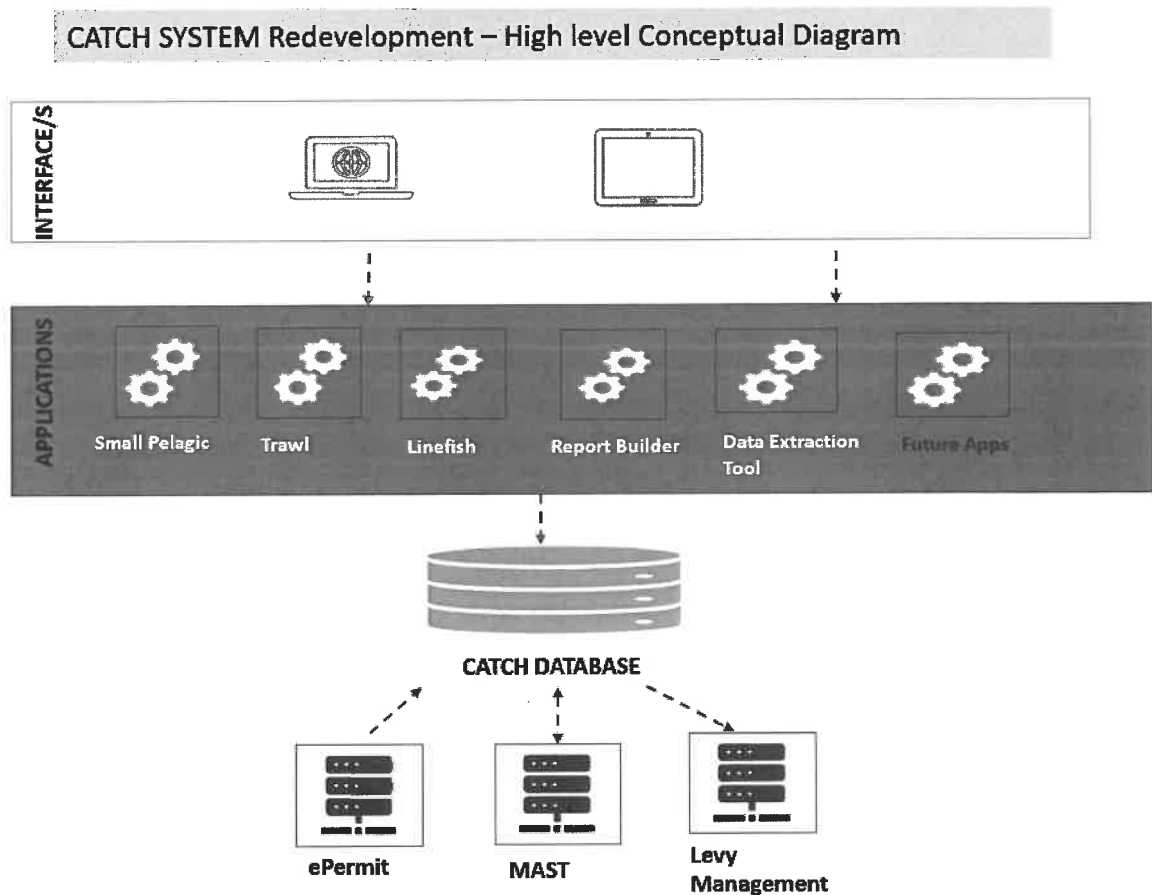


Figure 1: CATCH Proposed Solution Overview

### 3.2 Problem Statement

- (a) The current Sybase CATCH System applications (the Trawl, Small Pelagic and Linefish) were developed on a Sybase/Delphi platform which operates on a Windows XP Server.
- (b) The Sybase database software is no longer support by the Original Equipment Manufacturer (OEM).
- (c) Due to outdated technology the Sybase CATCH systems are no longer maintained. As a result, the captured CATCH data needs further processing before it can be used in models and these are generally performed using extracts held in Microsoft Access or Excel.
- (d) Each Sybase Catch system has its own reference data tables (e.g. vessel identifier & company number). If a vessel or company holds rights in more than one sector their

reference data is duplicated in each of the systems.

- (e) The current Sybase CATCH databases cannot interface with the MAST system or be adapted to accommodate changes in data requirements of the branch and various fishing sectors, e.g. impact on Vulnerable Marine Ecosystems (VME) requirement for MSC certification.

### 3.3 Objectives

- (a) Modernise the Sybase CATCH systems to be on a single platform and in line with the DFFE approved technology standards.
- (b) Redevelop the CATCH systems on a central database
- (c) Re-design and re-develop the Sybase CATCH systems to be scalable and flexible – with the first system in production within 12 months and the last by 24 months.
- (d) Ensure migration of all historical CATCH data to the new system prior to the 30<sup>th</sup> month of the project. This historical data will be curated in house in order to expedite this process.
- (e) In addition to the staggered production and testing there will be dedicated maintenance handover and support including change management fixes for the last six (6) months of the project.
- (f) Ensure migration of all historical CATCH data to the new system prior to the 30<sup>th</sup> month of the project. This historical data will be curated in house in order to expedite this process.

### 3.4 In Scope

The following items are specifically in scope:

- (a) Re-develop the following 3 CATCH systems for the six (6) different sectors:
  - Trawl (Hake Deepsea, Hake Inshore & Horse Mackerel);
  - Small Pelagic (Sardine & Anchovy); and
  - Linefish (Traditional).
- (b) Develop a central database for all CATCH systems reference data which is linked to MAST with a system to maintain and reconcile the reference data going forward, again data curation has started in anticipation of this need.
- (c) Migrate the historical CATCH data to the applicable sections of the new system and archive the data for sectors which are outside the scope.

### 3.5 Out of Scope

The following items are specifically out of scope:

- (a) Redevelopment of the CATCH systems that are currently on MAST.
- (b) Redevelopment of the CATCH systems that are currently on other databases.

## 4. STAKEHOLDERS IDENTIFICATION

**Table 2: Stakeholder List**

	Stakeholder	Stakeholder Role	Stakeholder Group
1	DFFE Data Capturers	End User	Internal

2	DFFE Data Managers	End User	Internal
3	DFFE Field Station staff	End User	Internal
4	Right holders*	End User	External
5	Observer Program Manager	End User	External
6	Non-Governmental Organisations	End User	External
7	GITO	Project Stakeholder	Internal
8	Chief Director: Fisheries Research & Development	Project Sponsor	Internal
9	Scientists	Subject Matter Expert/ Project Stakeholder	Internal

\*(or their appointed representatives)

## 5. REQUIREMENTS

### 5.1 Legislative & Regulatory Requirements

**Table 3 - Strategic alignment**

Act/ Regulation/ Policy	Requirements
Marine Living Resources Act, MLRA (Act No. 18 of 1998)	<p>The DFFE is mandated by the Regulations of the Marine Living Resources Act, MLRA (Act No. 18 of 1998) to collect commercial data.</p> <p>Catch logbooks shall contain the following recordings:</p> <ul style="list-style-type: none"> <li>• For each fishing operation, catches retained on board by species in live weight kilogram;</li> <li>• The estimated cumulative fishing since the commencement of fishing;</li> <li>• The type of gear used;</li> <li>• The number of fishing operations per day, where appropriate, and the duration of time that the fishing gear is deployed during each fishing operation;</li> <li>• The fishing location, longitude, and latitude;</li> <li>• The number of fishes dumped or discarded where applicable.</li> </ul> <p>Thus, the solution to be developed should, at a minimum, contain the above-mentioned information</p>

## 5.2 Functional Requirements

The functional requirements listed in this section outlines the specific functions, and capabilities that the CATCH system must possess to fulfil its intended purpose. These requirements detail what the system should do, including the interactions between the system and its users or other systems. They are crucial for guiding the design and development processes, ensuring that the final product meets user needs and business goals.

The requirements have also been assigned a priority according to the **MoSCoW** prioritization technique. The acronym **MoSCoW** stands for:

- (a) **Must have** -These are the critical requirements that are essential for the project's success. Without these, the project would fail or not meet its core objectives. They are non-negotiable and are required for the system to function correctly or to meet regulatory standards.
- (b) **Should have** -These requirements are important but not critical for the initial delivery. They add significant value and enhance the system's performance or usability but can be deferred if necessary. The project can still achieve its main goals without these features, but they are highly desirable and should be included if possible.
- (c) **Could have** -These are desirable features or requirements that can improve the system but are not essential. They are considered if time and resources permit. Including these features is often a matter of adding extra value, but their absence will not impact the fundamental success of the project.
- (d) **Won't have (this time)** - These are features or requirements that are explicitly excluded from the current project scope. They are not considered for the current release or phase but might be revisited in future updates or projects. This category helps manage stakeholder expectations and focuses resources on the most critical aspects

**Table 4 - Functional requirements**

No	Requirements	Description	Priority	Standard Feature	Small Pelagic	Trawl	Line Fish
FR01	Central Database	The system must have a central database which will be shared by all the CATCH systems. All the CATCH applications must have one source of reference data.	M	X			
FR02	Online Registration	The system should have the ability for all stakeholders (see section 6) to register user profiles on the system.	M			X	
FR03	Commercial Landing Data	The system must be able to capture, upload and amend commercial landing, catch and effort data from landing sheets or logbooks. The specifics of these are listed in Tables 5,6, and 7. The data will be extracted on an ad-hoc basis (FR09).	M		X	X	X
FR04	Biological & Scientific Data	These data are collected by Fisheries Research & Development (FRD) staff from various sampling trips and are used as inputs into assessments. The data include length frequencies, biological data (maturity stage, condition factor, GSI and details of sampled gonads, otoliths, stomach contents and genetics). The specifics of these are listed in Tables 5,6, and 7. The data will be extracted on an ad-hoc basis (FR09).	M		X	X	X
FR05	Redevelop Small Pelagic system functionality	All the current functionality for the Small Pelagic (sardines & anchovy) application must be redeveloped. In addition to the functions listed in this table, the Small Pelagic application also include additional functions listed in Table 5 below. The key data requirements for Small Pelagic are also listed in Table 5.	M		X		
FR06	Redevelop Trawl system	All the current functionality for the Trawl (inshore,	M			X	

No	Requirements	Description	Priority	Standard Feature	Small Pelagic	Trawl	Line Fish
	functionality	offshore, midwater) system must be redeveloped In addition to the functions listed in this table, the Trawl application will also include additional functions listed in <b>Table 6</b> below. The key data requirements for Trawl processes are also listed in <b>Table 6</b>					
FR07	Redevelop Linefish system functionality	All the current functionality for the Linefish system must be redeveloped In addition to the functions listed in this table, the Linefish application also include additional functions listed in <b>Table 7</b> below. The key data requirements for Linefish processes are also listed in <b>Table 7</b> .	M				X
FR08	Electronic Submission	The system must provide the ability for electronic submission of data by both the permit holders & the DFFE officials. Branch Fisheries are working towards this to facilitate rapid data acquisition necessary for near real-time management of fisheries, but it is currently only applicable to the Trawl Catch system. A tracking system for amendments will be required.	M			X	
FR09	Data Extracts	The system must provide the ability for authorised users to be able generate data extracts on an ad-hoc basis from the CATCH database. The tool must enable the users to define the parameters and generate extracts in different formats (e.g. JSON, XML, CSV). The system must also enable the authorised users to be able to save defined data extract queries for re-use by themselves or other users.	M	X			
FR10	Interface -MAST	The system must have an interface to access to MAST reference tables for Vessels, Right Holders, Permits to fish etc. This interface must also include a feedback system to alert MAST data managers of data inconsistencies.	M	X			



No	Requirements	Description	Priority	Standard Feature	Small Pelagic	Trawl	Line Fish
FR11	Interface -ePermit	The system should be able to interface with the ePermit system, currently under development, to obtain fishing permit information in the future. The CATCH system will need to validate Permit & Right holder data against the ePermit system.	S	X			
FR12	Document Management & Archiving	The solution should be able to handle archiving of searchable pdfs of logbooks (storage space for hardcopy logbooks is becoming an issue)	S	X			
FR13	Observer Data	The system could enable Observer Programs or DFFE Data Managers to upload and amend their sampling information. The specifics of these are listed in Tables 5,6, and 7. The data will be extracted on an ad-hoc basis (FR09).	S		X	X	X
FR14	Compliance Validation	The system could be able to ensure that non-compliance incidences are recorded for investigation. The data will be generated on an ad-hoc basis (FR09).	S		X	X	X
FR15	Levies Interface	The CATCH system Could be linked to the Revenue Management System to reconcile catch information with levy payments.	C	X			
FR16	Analytical Tools Interfacing	The CATCH system database could be able to exchange data with Analytical tools that are being used within the Fisheries branch (e.g. R) for real-time data analysis and modelling.	C	X			
FR17	Tasking & Workflow Management	The system could have the ability for Data Managers to be able to assign tasks, monitor responsibilities, progress of data capture and validation	C	X			
FR18	Reporting	The solution should be able to handle critical reporting requirements per sector. No formal reports required and	C		X	X	X

No	Requirements	Description	Priority	Standard Feature	Small Pelagic	Trawl	Line Fish
		definitely not in word or pdf format. This can be achieved using a front-end querying system similar to MS Access that allows data to be selected, collated and variously summarised and extracted in MS Excel or CSV format (FR09).					
FR19	Import & Export Permit Monitoring	Ideally, the system should be able to link to the Import/Export Permits which are issued to the Right Holders.	W				
FR20	Vessel Monitoring	Ideally, the solution should have the ability to draw information such as the Vessel Departure Date and Vessel Arrival Date from DFFE VMS applications. This information could then be used to verify landing data.	W				
FR21	SARS Data	Ideally, the system should be able to import the SARS Data from an external source and match the data against the related Right Holders.	W				

#### FR05 Redevelop the Small Pelagic Application.

The Small Pelagic system is used to monitor fishing activities for the Sardine and Anchovy fishing sectors. The Small Pelagic system includes the Functional Requirements as indicated in section **Table 4** (above), some of which are specified in detail, in addition to sub-functions indicated in **Table 5** (below).

**Table 5: Small Pelagic detailed Functional Requirements and Sub-Functions**

	Sub-Function	Description	Key Data Requirements	Role Player/s
FR03	Commercial Landing Data	The small pelagic system must be able to capture or upload new commercial landing information. The skipper completes the catch report with catch estimates and effort data per haul and the factory completes the landing sheet with the exact weights. Users (initially only within the Department) must be able to capture and amend these details per trip. This will be rolled out to right holders or their appointed representatives to enter, with a tracking system for amendments.	<u>Catch report:</u> <ul style="list-style-type: none"> <li>• Vessel code</li> <li>• Departure date &amp; time</li> <li>• Arrival date &amp; time</li> <li>• Landing Location</li> <li>• Effort data per throw (GPS positions not currently captured in Sybase)</li> <li>• Estimated catch</li> </ul> <u>Landing (sheet) Data:</u> <ul style="list-style-type: none"> <li>• Unique ID number</li> <li>• Offload Date &amp; Time</li> <li>• Factory Code</li> <li>• Quota Code (currently linked to Right Holder number in MAST)</li> <li>• Species Code,</li> <li>• Species Category (directed/bycatch)</li> <li>• Landed Weighed Mass (tons)</li> </ul>	DFFE Data Capturers DFFE Field Station Staff DFFE Data Managers
FR04	Biological & Scientific Data	The system must enable Fisheries staff who collect length frequency samples and biological (dissection) data at factories to capture the data and link it to the relevant landing.	<u>Species Composition table:</u> <ul style="list-style-type: none"> <li>• Vessel Code</li> <li>• Arrival Date &amp; Time</li> <li>• Species Code</li> <li>• Sample weight per species</li> </ul>	DFFE Data Capturers & DFFE Field Station Staff DFFE Data Managers

	Sub-Function	Description	Key Data Requirements	Role Player/s
			<u>Length frequency data:</u> <ul style="list-style-type: none"> <li>• Vessel Code</li> <li>• Arrival Date &amp; Time</li> <li>• Species Code</li> <li>• Number of fish per length interval</li> </ul> <u>Biological Data:</u> <ul style="list-style-type: none"> <li>• Vessel Code</li> <li>• Arrival Date &amp; Time</li> <li>• Species Code</li> <li>• Fish Number</li> <li>• Caudal Length</li> <li>• Total Mass, Fat, Sex, Maturity, Gonad Mass, Stomach State, Stomach Mass etc</li> </ul>	
FR05-1	Catch Reconciliation (Quota Control)	The solution must have the ability to upload Catch Reconciliation Landing Data. The data is sent electronically via an informal communication network by MCM field staff to Marine Resource Management to ensure that a Real-time Landing Data List can be maintained for Compliance and Marine Resource Management reasons.	<ul style="list-style-type: none"> <li>• Vessel</li> <li>• Landing Date &amp; Start Time</li> <li>• Quota Code</li> <li>• Form Number</li> </ul>	Marine Resource Management
FR13	Observer Data	Currently the length frequency data collected by Industry observers is provided for use in assessments. Ideally this data should be captured OR	<u>Species Composition table:</u> <ul style="list-style-type: none"> <li>• Vessel Code</li> <li>• Arrival Date &amp; Time</li> <li>• Species Code</li> </ul>	DFFE Data Managers Observer Program Managers

	Sub-Function	Description	Key Data Requirements	Role Player/s
		<p>imported into the CATCH system and linked to the relevant landing.</p> <p>In addition, the observer program collects data on seal and seabird interactions which also need to be imported or uploaded. Details work in progress.</p>	<ul style="list-style-type: none"> <li>• Sample weight per species</li> </ul> <p><u>Length frequency data:</u></p> <ul style="list-style-type: none"> <li>• Vessel Code</li> <li>• Arrival Date &amp; Time</li> <li>• Species Code</li> <li>• Number of fish per length interval</li> </ul>	
FR14	Compliance Validation	<p>The system must be able to record non-compliance incidents.</p>	<ul style="list-style-type: none"> <li>• Vessel Code</li> <li>• Arrival Date &amp; Time</li> <li>• Factory Code</li> <li>• Quota Code</li> <li>• Incident Type (e.g. exceeding quota warning, permit violations etc)</li> </ul>	DFFE Field Station staff

### 5.2.2 FR06 Redevelop Trawl Functionality

The Trawl system is used to monitor fishing activities for the Hake Deepsea trawl, Hake Inshore trawl and Horse mackerel Midwater Trawl sectors. The Trawl system includes the Functional Requirements as indicated in section Table 4 (above), some of which are specified in detail, in addition to sub-functions indicated in Table 5 (below).

**Table 6: Trawl system detailed Functional Requirements and Sub-functions**

	Sub-Function	Description	Key Data Requirements	Role Player/s
FR03	Commercial Landing Data (Capture Trip Information Data)	The Trawl system must be able to capture or upload new commercial landing information. The skipper completes the catch report with catch estimates and effort data per haul and the factory completes the discharge sheet with the exact landed weights and the distribution of that catch to Right Holders. Critically an algorithm named "Convert to Real Mass" (CTRM) reconciles the landed weighed mass with the estimated catch by drag and calculated the nominal mass (landed processed weight multiplied by the raising factor for each species and product factor in order of priority).	<u>Landing Data:</u> <ul style="list-style-type: none"> <li>Company code</li> <li>Vessel code</li> <li>Departure date &amp; time</li> <li>Arrival date &amp; time</li> <li>Landing Location, Date/ Time</li> <li>Factory Code</li> <li>Permit number(s)</li> </ul> <u>Discharge Sheet:</u> <ul style="list-style-type: none"> <li>Landed Weighed Mass (kg) per species &amp; product category</li> </ul> <u>Distribution of landing to Right Holders:</u> <ul style="list-style-type: none"> <li>Landed Weighed Mass (kg) per species &amp; product category PER right holder</li> </ul> <u>Drag data:</u> <ul style="list-style-type: none"> <li>Effort data per drag (many variables)</li> <li>Estimated catch of species and product category per drag</li> </ul>	DFFE Data Capturers DFFE Field Station Staff DFFE Data Managers
FR04	Biological & Scientific Data	These data are collected by Fisheries Research & Development (FRD) staff from various sampling trips and are used to calculate catch at length data	<u>Species Sampled table:</u> <ul style="list-style-type: none"> <li>Vessel Code</li> <li>Arrival Date &amp; Time</li> </ul>	DFFE Data Capturers DFFE Field Station Staff DFFE Data Managers

Sub-Function	Description	Key Data Requirements	Role Player/s
	which are inputs to the stock assessment of hake.	<ul style="list-style-type: none"> <li>Species Code</li> <li>Sample weight per species</li> </ul> <u>Length frequency data:</u> <ul style="list-style-type: none"> <li>Vessel Code</li> <li>Arrival Date &amp; Time</li> <li>Species Code</li> <li>Number of fish per total length interval</li> </ul>	
FR06-1	Product Raising Factors	These are Gazetted, have changed over time and are used by the CTRM algorithm to raise species-product catches to whole/nominal/green weight	<ul style="list-style-type: none"> <li>Raising factor per species-product</li> </ul> DFFE Data Managers
FR08	Electronic Submission	The system must provide the ability for electronic submission of data by both the permit holders & the DFFE officials. Currently this is only applicable to the Trawl Catch system. A tracking system for amendments will be required.	<ul style="list-style-type: none"> <li>All the current functionality for the eLogbook upload tool must be redeveloped and linked to the users registered (FR02) with appropriate user rights (read/edit etc) and a tracking system.</li> </ul> DFFE Data Capturers DFFE Data Managers DFFE Field Station staff Right holders (or their appointed representatives)
FR13	Observer Data	Currently data collected by Industry observers is provided for use in assessments. Ideally this data should be captured OR imported into the CATCH system and linked to the relevant landing.	<u>Species Composition table:</u> <ul style="list-style-type: none"> <li>Vessel Code</li> <li>Arrival Date &amp; Time</li> <li>Species Code</li> <li>Sample weight per species</li> </ul> <u>Length frequency data:</u> DFFE Data Managers Observer Program Managers

	Sub-Function	Description	Key Data Requirements	Role Player/s
		In addition, the observer program collects data on seal and seabird interactions which also need to be imported or uploaded. Details work in progress.	<ul style="list-style-type: none"> <li>• Vessel Code</li> <li>• Arrival Date &amp; Time</li> <li>• Species Code</li> <li>• Number of fish per length interval</li> </ul>	



#### FR 12 Redevelop Linefish Functionality

The Linefish system is used to monitor fishing activities for the Traditional Linefish sector. The Linefish system includes the Functional Requirements as indicated in section **Table 4** (above), some of which are specified in detail, in addition to sub-functions indicated in **Table 7** (below):

**Table 7: Linefish system detailed Functional Requirements and Sub-functions**

	Sub-Function	Description	Key Data Requirements	Role Player/s
FR03	Commercial Landing Data	The Linefish system must be able to capture or upload new commercial landing information. The skipper completes the catch report with catch estimates and effort data per fishing day. Users (initially only within the Department) must be able to capture these details per trip. This will be rolled out to right holders or their appointed representatives to enter, with a tracking system for amendments.	<ul style="list-style-type: none"> <li>• Right holder details and code</li> <li>• Vessel Details</li> <li>• Number of fishing crew</li> <li>• Fishing Date &amp; hours fished</li> <li>• Catch location (GPS positions not currently captured in Sybase, but shore locality code and distance offshore)</li> <li>• Catch weight per species (code) per location</li> <li>• Landing location &amp; time</li> </ul>	Data Capturers
FR04	Biological & Scientific Data	These data are collected by Fisheries Research & Development (FRD) staff from various sampling trips and are used as inputs into assessments. The data include length frequencies, biological data (maturity stage, condition factor, GSI and details of sampled gonads, otoliths, stomach contents and genetics).	<ul style="list-style-type: none"> <li>• Vessel Details</li> <li>• Catch and Landing information: Position, Date, Depth and other auxiliary variables</li> <li>• Length frequencies</li> <li>• Biological Data: Size, weight, sex etc. per specimen.</li> </ul>	
FR13	Observer Data	In the case of the Linefish system these	<ul style="list-style-type: none"> <li>• Vessel Details</li> </ul>	Observer Program

		data are confined to shore monitors who collect samples from landings. They are similar to Biological data but originate from commercial landings.	<ul style="list-style-type: none"> <li>• Observer Details</li> <li>• Catch and Landing information: Position, Date, Depth and other auxiliary variables</li> <li>• Length frequency data</li> <li>• Landing harbour</li> <li>• Biological Data: Size, weight, sex etc. per specimen.</li> </ul>	Managers
FR18	Reporting	Apart from the routine reports, reporting needs to be adaptable and flexible, with functionality to adjust reports by chief users.	<ul style="list-style-type: none"> <li>• Catch to Date per Species by Rights Holder Report</li> <li>• FAO Reports</li> </ul>	

## 5.3 Non-functional requirements

**Table 8 – Non-functional requirements**

No	Requirements	Description
NFR01	Flexibility	The system must be developed with flexibility to enable future modification/addition of data fields and tables using in-house capacity.
NFR02	Scalability	The system should be able to scale horizontally to handle an increasing number of concurrent users and data volumes.
NFR03	Availability	The system should have an uptime of 90%
NFR04	Security	The system must comply with the requirements of the DFFE ICT Security Policy
NFR05	Authentication	Users must be authenticated before accessing any sensitive information.
NFR06	Authorization	Users should only have access to resources they are permitted to access
NFR07	User Interface	The application should have an intuitive and user-friendly interface.
NFR08	Interoperability	The application should be able to integrate with other systems and services through APIs or other standard interfaces, particularly open-source analytical software.
	Support & Maintenance	Phased implementation 6 months overall stabilization

## 5.4 Governance requirements

The know list of governance requirements that the *CATCH system* must comply with is as listed below.

(a) Data-sovereignty requirements

In simplistic terms, this requirement dictates that government data may not be stored outside the sovereign (geographical) boundaries of a state. (E.g. by hosting the data on a cloud server that resides in another country).

(b) Minimum Interoperability Standard (MIOS)

Public Service regulations, 2016, chapter 6 directs that all information systems in government must be certified for MIOS compliance POPIA

(d) PAIA – (Impacts the reporting requirements)

(e) ICT planning

Inclusion and approval of the initiative in the DFFE's formal:

- ICT Strategy
- ICT plan

- ICT operation plan

## 5.5 Implementation requirements

**Table 9 – Implementation requirements**

No	Requirement	Description
IM01	Training	<ul style="list-style-type: none"> <li>• The service provider must develop a training strategy and plan for the CATCH system.</li> <li>• During implementation of the solution, the appointed service provider must provide the following training. <ul style="list-style-type: none"> <li>○ Train the trainer</li> <li>○ Train the Technical Support team</li> </ul> </li> <li>• The service provider must develop user manuals/online help for all functionalities.</li> </ul>
IM02	Data Migration	<ul style="list-style-type: none"> <li>• The service provider must develop a data migration strategy &amp; plan.</li> <li>• All data on the current Sybase CATCH systems must be migrated to the new database. The data for the three sectors (Trawl, Small pelagic &amp; Linefish) must be migrated to the new production database.</li> <li>• The data currently on Sybase for the other sectors will need to be migrated from the Sybase database to an archive storage.</li> </ul>
IM03	Decommissioning of Legacy Systems	The current Sybase CATCH systems must be decommissioned after complete migration to the new system.

## 6. ABBREVIATIONS, TERMS AND DEFINITIONS

<u>Abbreviation</u>	<u>Description</u>
BRS	Business Requirement Statement
CSF	Critical Success Factors
DFFE	Department: Forestry, Fisheries and the Environment
FR	Functional requirement
ICT	Information and Communication Technology
MIOS	Minimum Interoperability Standards Framework for Government Information Systems
NFR	Non-functional requirement
NT	National Treasury
POPIA	Protection of Personal Information Act; Act 4 OF 2013
URS	User Requirement Specification
TAC	Total Allowable Catch (TAC)
MAST	Marine Administrative System

## 1.1 ANNEXURE D

Costing Activity	Unit of measure	Cost per unit	Total Costs
<b>1.1.1 Project initiation and project documentation</b>			
1.			
2.			
3.			
4.			
5.			
<i>*you may add more cost activities</i>			
<b>1.1.2 Risk and Change Management Documentation</b>			
1.			
2.			
3.			
4.			
5.			
<i>*you may add more cost activities</i>			
<b>1.1.3 Technical documentation (User requirements specification, technical designs, user manuals etc.)</b>			
1.			
2.			
3.			
4.			
5.			
<i>*you may add more cost activities</i>			
<b>1.1.4 The source code and completed databases</b>			
1.			
2.			
3.			
4.			
5.			

<i>*you may add more cost activities</i>			
<b>1.1.5 Testing (test cases, UAT, and sign-offs)</b>			
1.			
2.			
3.			
4.			
5.			
<i>*you may add more cost activities</i>			
<b>1.1.6 Training</b>			
1.			
2.			
3.			
4.			
5.			
<i>*you may add more cost activities</i>			
<b>1.1.7 Data migration roadmap, reports, populated database, and scripts</b>			
1.			
2.			
3.			
4.			
5.			
<i>*you may add more cost activities</i>			
<b>1.1.8 Hosting including back-up/s</b>			
1.			
2.			
3.			
4.			
5.			
<i>*you may add more cost activities</i>			
<b>5.1.9 Technical support and maintenance for six (6) months post-implementation</b>			
1.			
2.			

3.			
4			
5.			
*you may add more cost activities			
<b>Total Amounts</b>			



Company Logo		ANNEXURE E						
Full Name of company								
Company's registration number								
	Category Code	Number of years	Year of project completion (e.g. 2012)	Year of project completion (e.g. 2012)	Type of Community Institution	Name of project	Contact details of the project manager from the entity the project was completed at (e.g. cell no.)	Brief description of the project
1	Does the Bidder have a minimum of project implementation/coordination/management in 2+ years in the field of community institution							
	Category Code	Number of years	Year of project completion (e.g. 2012)	Year of project completion (e.g. 2012)	Type of Community Institution	Name of project	Contact details of the project manager from the entity the project was completed at (e.g. cell no.)	Brief description of the project
2	Bidder's experience in facilitating training and replication							
3	Category Code	Key Staff Member (Name and Account)	Relevant Successfully Completed Projects, particularly focused in	Relevant Experience (Value of Key Staff Member in previous projects)	Years of experience in relevant field (e.g. 3 years)	Contact details of the project manager from the entity the project was completed at (e.g. cell no.)		
TOTAL NUMBER OF YEARS OF THE TEAM								

Declaration and signature:

- I hereby declare that the details furnished in this Annexure A are true and correct to the best of my knowledge and belief.
- I undertake to inform you of any changes in the information.
- I am aware that, the bidder, once he is disqualified from the process of evaluation if any of the above information is found to be false, untrue, misleading or misrepresenting.
- I agree to consent for the information furnished in this Annexure A to be disclosed for further verification by the M&P's designated personnel for the purpose of verifying the validity of the technical information to the Annexure A.

Full name of bidder or duly authorized person

Signature:

Date:

Confirmation of path:

Stamp