



**forestry, fisheries
& the environment**

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

INVITATION TO BID

BID REFERENCE NUMBER: MLRF224/26

TO APPOINT A SHIP CREWING AND MANNING AGENCY PANEL TO PROVIDE CREW RECRUITMENT, PLACEMENT, CREW MANAGEMENT, PAYROLL ADMINISTRATION SERVICES AND OCCUPATIONAL MEDICAL SERVICES TO APPROXIMATELY 150 CREW MEMBERS ONBOARD SIX (6) DFFE/MLRF FLEET OF VESSELS INCLUDING STAFF RELATED TO THE PROJECT AS REQUIRED FOR A PERIOD OF TWELVE (12) MONTHS.

Contact person:

Name: Ms. Ncumisa Matiwane & Ms Pamela Mtintelwa

Office Telephone No: 066 471 1471 / 073 164 6415

E-Mail: MLRFTENDERS@DFFE.GOV.ZA

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

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

CLOSING DATE OF THE BID: 16th OF OCTOBER 2026 AT 11H00

No Briefing session for this Bid:

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:		MLRF224/26		CLOSING DATE:		16 OCTOBER 2026		CLOSING TIME: 11:00	
DESCRIPTION		TO APPOINT A SHIP CREWING AND MANNING AGENCY PANEL TO PROVIDE CREW RECRUITMENT, PLACEMENT, CREW MANAGEMENT, PAYROLL ADMINISTRATION SERVICES AND OCCUPATIONAL MEDICAL SERVICES TO APPROXIMATELY 150 CREW MEMBERS ONBOARD SIX (6) DFFE/MLRF FLEET OF VESSELS INCLUDING STAFF RELATED TO THE PROJECT AS REQUIRED FOR A PERIOD OF TWELVE (12) MONTHS.							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)									
GROUND FLOOR, FORETRUST BUILDING									
MARTIN HAMMERSCHLAG WAY									
FORESHORE, CAPE TOWN, 8001									
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					TECHNICAL ENQUIRIES MAY BE DIRECTED TO:				
CONTACT PERSON		Ms. Pamela Mtintelwa			CONTACT PERSON		Ms. Ncumisa Matiwane		
TELEPHONE NUMBER		066 471 1471			TELEPHONE NUMBER		073 164 6415		
FACSIMILE NUMBER					FACSIMILE NUMBER				
E-MAIL ADDRESS		MLRFtenders@dffe.gov.za			E-MAIL ADDRESS				
SUPPLIER INFORMATION									
NAME OF BIDDER									
POSTAL ADDRESS									
STREET ADDRESS									
TELEPHONE NUMBER		CODE				NUMBER			
CELLPHONE NUMBER									
FACSIMILE NUMBER		CODE				NUMBER			
E-MAIL ADDRESS									
VAT REGISTRATION NUMBER									
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:				OR		CENTRAL SUPPLIER DATABASE No: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX] ☐ Yes ☐ No				B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]									
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]				ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS									
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?								☐ YES ☐ NO	

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

Application for a Tax Clearance Certificate

Purpose

Select the applicable option

Tenders

Good standing

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

Particulars of applicant

Name/Legal name
(Initials & Surname
or registered name)

Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no

7

VAT registration no

4

SDL ref no

L

Customs code

UIF ref no

U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)Tender number Estimated Tender amount R , Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

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

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

 - -

Date

Name of representative/agent **Declaration**

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

Signature of applicant/Public Officer

 - -

Date

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

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

(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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

SBD4

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

SBD4

- 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

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag 283, Pretoria 0001, or accessed electronically from www.mint.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the copy of the inspections, tests and analyses shall be delivered 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 furnish substitute there 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. Incident 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 commences earlier, unless specified otherwise in SCC.

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

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

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

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

- | | |
|---|---|
| 16. Payment | <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> |
| 17. Prices | <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> |
| 18. Contract amendments | <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> |
| 19. Assignment | <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> |
| 20. Subcontracts | <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> |
| 21. Delays in the supplier's performance | <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 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 exercises 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 GOC 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

28. Governing language	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in text 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. Applicable law	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. 30.1 The contract shall be interpreted in accordance with South African law, 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 notices to him shall be posted by ordinary mail to the address furnished in the 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 collective 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.

in General Conditions of Contract (revised July 2010)

TAKE-ON	NEW	UPDATE	ENTITY TYPE	BUSINESS	DEPARTMENT	EMPLOYEE	OTHER	
FROM: CREDITOR / ENTITY (DETAILS)	TITLE							
	SURNAME							
	FIRST NAME/S							
	BUSINESS NAME							
	TRADING NAME							
	BUSINESS REG No.							
	VAT REGISTERED	Y N						
	VAT REGISTRATION NO.							
	ID NO.							
	DEPARTMENT NAME							
PERSAL NO. *								
* For employees only								
CONTACT DETAILS	STREET / PHYSICAL ADDRESS							
	POSTAL ADDRESS							
	BUSINESS TELEPHONE No.				DIALLING CODE			
	BUSINESS FACSIMILE No.				DIALLING CODE			
	NAME OF CONTACT PERSON							
	E-MAIL ADDRESS							
CELLULAR TELEPHONE No.								
DETAILS OF FINANCIAL INSTITUTION FOR ELECTRONIC BANKING TRANSFERS: BANK NAME: BRANCH NAME & CITY/TOWN BRANCH NUMBER/CODE ACCOUNT NUMBER ACCOUNT TYPE ☐ CURRENT ☐ SAVINGS ☐ TRANSMISSION BANK DATE STAMP (NOT REQUIRED IF ACCOUNT CONFIRMATION LETTER SUBMITTED)								
I / We hereby request, instruct and authorise you to pay any amounts which may accrue to me / us to the credit of my / our account with the abovementioned bank. I / we understand that the credit transfers hereby authorised will be processed electronically through a system known as the "ACB ELECTRONIC FUNDS TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank. Details of each payment will be printed on my/our bank statement or any accompanying voucher. I / We understand that a payment advice will be supplied by the Marine Living Resource Fund in the normal way, and that it will indicate the date on which funds will be available in my / our account. This authority may be cancelled / changed by giving prior written notice, by way of registered post or facsimile.								
SIGNATURE OF AUTHORISED PERSON				POSITION HELD				
PRINT NAME OF AUTHORISED 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) OF THE DEPARTMENT OF FORESTRY, FISHERIES, AND THE ENVIRONMENT ("DFFE") (IN ITS COMMITMENT TO THE PRINCIPLES ENSHRINED IN THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1996) ADHERES TO THE PROVISIONS OF THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 53 OF 2003 (B-BBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 5 OF 2000 ("PPPF") AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

TERMS OF REFERENCE

TO APPOINT A SHIP CREWING AND MANNING AGENCY PANEL TO PROVIDE CREW RECRUITMENT, PLACEMENT, CREW MANAGEMENT, PAYROLL ADMINISTRATION SERVICES AND OCCUPATIONAL MEDICAL SERVICES TO APPROXIMATELY 150 CREW MEMBERS ONBOARD SIX (6) DFFE/MLRF FLEET OF VESSELS INCLUDING STAFF RELATED TO THE PROJECT AS REQUIRED FOR A PERIOD OF TWELVE (12) MONTHS.

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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) of the Department of Forestry, Fisheries and the Environment ("DFFE") aims to appoint a Service Provider or a panel of Service Providers from suitably qualified and accredited Ship Crewing and Manning Agencies to provide comprehensive crew recruitment, placement, payroll management and crew administration services including Standard for Training Certification and Watchkeeping (STCW 95) training and valid sea-going medical certification, for the DFFE/MLRF fleet of vessels for a period of twelve (12) months.
- 1.2. The successful Service Provider(s) will be responsible for sourcing, vetting, mobilising, managing and administering competent marine crew members for DFFE/MLRF-owned research and fisheries protection vessels.

2. INTRODUCTION AND BACKGROUND

- 2.1. The DFFE/MLRF owns and operates several research and fisheries protection vessels that play a critical role in marine resource management, fisheries compliance monitoring, scientific research and environmental protection.
- 2.2. To ensure uninterrupted vessel operations and compliance with maritime legislation, DFFE requires the services of an accredited Seafarer Recruitment and Placement Agency capable of providing qualified personnel and associated crewing services.

3. SCOPE AND EXTENT OF WORK

3.1. Recruitment and Placement Services

The successful bidder shall:

- Source and recruit qualified seafarers and other relevant staff as required.
- Maintain a comprehensive database of crew members.
- Conduct qualification verification.
- Conduct criminal record checks.
- Verify Certificates of Competency (CoC).
- Verify STCW certifications.
- Verify SAMSA medical fitness certificates.

- Conduct reference checks.
- Verify citizenship and legal employment status.
- Provide legally compliant Seafarer Employment Agreements (SEAs).

3.2. Crew/Staff Categories

The Service Provider shall be capable of supplying the following categories of personnel, who hold valid

SAMSA-approved documentation for the following minimum categories:

DFFE Fleet Manpower Requirements			
Qty	Rank	Minimum STCW Qualifications Requirements	Minimum STCW Qualification Limitations
6	Master < 3000GT	STCW Reg II/2	Master - None ; Chief Mate - None; OONW - None
6	CNO < 3000GT	STCW Reg II/2	Chief Mate - None ; OONW - None
6	Master Coastal < 500GT	STCW Reg II/3	On ships of <500 GT on near coastal voyages only
6	Officer in charge of a navigational watch < 500GT near coastal voyages	STCW Reg II/3	Officer in charge of a navigational watch < 500GT near coastal voyages
5	Officer in charge of a navigational watch (2NO)	STCW Reg II/1	Officer in charge of a navigational watch - None
2	Officer in charge of a navigational watch (3NO)	STCW Reg II/1	Officer in charge of a navigational watch - None

12	Chief Engineer	STCW Reg III/2	Valid for service on motorships only
6	Second Engineer	STCW Reg III/2	Valid for service on motorships only
8	Officer in charge of an engineering watch or designated duty engineer (3EO)	STCW Reg III/1	Valid for service on motorships only
2	Electro-Technical Rating	STCW Reg III/7	Electrical, electronic and control engineering Support - None
2	Net Store Personnel	shore based	shore based
1	Fishing Master	n/a	Officer in charge of a Navigational Watch Fishing (>=24m unlimited waters)
2	Fishing Bosun	STCW Reg II/5	Able Seafarer Deck
1	Bosun Mate	STCW Reg II/5	Able Seafarer Deck
6	Bosun	STCW Reg II/5	Able Seafarer Deck
1	Deck Fitter	STCW Reg II/5	Able Seafarer Deck
35	Able Seafarer Deck	STCW Reg II/5	Able Seafarer Deck
18	Able Seafarer Engine	STCW Reg III/5	Able Seafarer Engine
3	Chief Stewards	MLC Reg 3,2 para 3	Efficient Cook - n/a
9	Cooks	MLC Reg 3,2 para 3	Efficient Cook - n/a
12	Stewards	VI/1	Basic Training

3.3. Crew Deployment

The Service Provider shall:

- Coordinate crew mobilisation and demobilisation.
- Manage accommodation arrangements.
- Coordinate travel, accommodation, logistics and transportation for deployment.
- Manage crew rotation schedules.
- Manage vessel relief planning.
- Ensure uninterrupted vessel operations.
- Provide 24-hour emergency crew replacement services.
- Maintain an active list of all crew certification expiry dates

3.4. **Payroll Administration**

The Service Provider shall:

- Process monthly payroll.
- Manage overtime calculations.
- Manage leave and sick leave administration.
- Process PAYE deductions.
- Process UIF deductions.
- Ensure COIDA compliance.
- Facilitate crew allotment payments.
- Submit monthly payroll reports to DFFE.
- Process all authorised travel claims
- Process SDL deductions
- Process payment of salaries

3.5. **Labour Relations and Welfare**

The Service Provider shall:

- Manage disciplinary processes.
- Manage grievances.
- Support welfare matters.
- Assist with injury and illness claims.
- Assist with repatriation where required.
- Manage crew welfare support services.

3.6. **Occupational Medical Services**

The appointed Service Provider or panel of services providers will be responsible for the appointment of suitable SAMSA approved Occupational Medical Practitioners to provide medical

services including but not limited to SAMSA medicals, consultancy, testing and vaccination for all crew and staff as required.

The appointed Service Providers will be expected to provide these services as and when required.

The premises of the medical practitioner should be located within 5Km of the relevant coastal port to allow for easy access for seafarers.

The appointed medical Service Provider should be available 24/7 on weekly basis, the medical practitioner should have a network of available specialists that are able to refer seafarers for specialist medical treatment.

3.6.1. Seafarer Medical Fitness Examinations

The Occupational Medical Practitioner(s) will be required to conduct **medical fitness examinations for seafarers in accordance with applicable statutory and maritime requirements.**

The examination may include, but is not limited to:

- medical history;
- physical examination;
- visual acuity;
- colour vision;
- hearing assessment;
- blood pressure;
- cardiovascular assessment;
- respiratory assessment;
- musculoskeletal assessment;
- neurological assessment;
- mental and psychological considerations where clinically indicated;
- urinalysis;
- relevant laboratory investigations;
- other diagnostic investigations where clinically indicated; and
- assessment of the individual's ability to safely perform assigned duties at sea.

The Occupational Medical Practitioner(s) must complete the applicable statutory medical documentation and, where authorised and appropriate, issue the applicable medical fitness certification in accordance with relevant statutory and SAMSA requirements.

3.6.2. Medical Fitness for Seagoing Duties

The Occupational Medical Practitioner must assess whether the seafarer is:

- fit for unrestricted sea service;
- fit subject to specified restrictions or limitations; or
- temporarily or permanently unfit for the proposed duties,

where applicable and in accordance with the relevant regulatory requirements. (Refer to guideline GOP-538.01 The Maritime Medical Standards Code – Operations Seafarer Certification Guidance Note, SA Maritime Qualifications Code , The Maritime Medical Standards Code)

Where a seafarer is found unfit or fit with restrictions, the practitioner must provide the appropriate documentation and recommendations necessary for MSP to determine the individual's fitness for deployment.

3.6.3. Occupational Medical Consultations

The appointed Occupational Medical Practitioner(s) may be required to conduct occupational medical consultations relating to:

- existing medical conditions;
- occupational injuries or illnesses;
- return-to-work assessments;
- return-to-sea assessments;
- fitness for specific duties;
- medical restrictions;
- medication considerations affecting the safe performance of duties;
- referrals to specialists; and
- other occupational medical matters affecting a seafarer's ability to safely perform duties.

3.6.4. Medical Assessments Following Illness or Injury

Where required, the Occupational Medical Practitioner(s) may be required to assess seafarers following:

- occupational injuries;
- non-occupational injuries;
- prolonged illness;
- hospitalisation;
- medical evacuation;
- surgery; or
- other medical conditions that may affect fitness for sea service.

3.6.5. Drug and Alcohol Testing

The appointed Occupational Medical Practitioner(s) may, as and when required by DFFE / MLRF, be required to conduct drug and alcohol testing for seafarers and other relevant personnel.

The services may include:

- pre-employment or pre-deployment drug and alcohol testing;
- routine or scheduled testing;
- random testing, where required and authorised;
- reasonable-suspicion testing, where required and authorised;
- post-incident or post-accident testing, where required and authorised;
- return-to-duty or follow-up testing;
- alcohol breath testing;
- drug screening and testing;
- confirmatory testing where an initial screening result is non-negative or otherwise requires confirmation;
- laboratory testing, where required;
- appropriate chain-of-custody procedures, where applicable;
- provision of test results and relevant documentation; and
- referrals or further assessments where clinically or operationally required.

All drug and alcohol testing must be conducted in accordance with applicable legislation, SAMSA policies and procedures, applicable maritime requirements, accepted testing protocols, and the relevant requirements relating to confidentiality and the protection of personal information.

Where a test produces a non-negative, positive or inconclusive result, the Service Provider must follow the appropriate testing, confirmation and reporting procedures before a final result is communicated, where such confirmation is required.

The Service Provider must ensure that test results are handled confidentially and that DFFE / MLRF receives only the information necessary for employment, fitness-for-duty, safety and operational purposes, subject to applicable legislation and lawful authorization.

3.6.6. Categories of fitness

Categories of fitness	Description of standard	Notes on standard
Category A	Fit for service at sea without restrictions	No restrictions.
Category A (T)	Fit for service at sea without restrictions but with medical	May be used where a serving seafarer can be considered fit for all shipping trades, geographical areas, types of ships or jobs but where medical surveillance is required at intervals. The medical certificate should be validated only for the

	surveillance at specified intervals	appropriate period which would take into account the expected duration of the tour duty.
Category B	Unfit for service at sea	Permanent unfitness. Full use should be made of Categories E, C and D before declaring a serving seafarer permanently unfit
Category C	Unfit for service at sea	Indefinite unfitness: review in months.
Category D	Unfit for service at sea	Temporary unfitness: review in weeks.
Category E	Fit for service at sea with restrictions	The medical certificate must state the restriction, for example: " <i>Restricted to service on vessels engaged on near</i>

Refer to guideline GOP-538.01 The Maritime Medical Standards Code – Operations Seafarer Certification Guidance Note, SA Maritime Qualifications Code, The Maritime Medical Standards Code

The following table must be used by the appointed Service Provider or a panel of Service Providers when appointing the Occupational Medical Practitioner(s):

OCCUPATIONAL PRACTITIONER SERVICES	MEDICAL	UNIT PRICE (INCL. VAT)	QTY (<i>Estimate</i>)	TOTAL PRICE (INCL. VAT)
1. All-inclusive standard statutory seafarer medical examination, including applicable medical documentation and certification where authorised *				
2. Occupational medical consultation relating to illness or a medical condition				
3. Follow-up consultation for medical clearance				
4. Return-to-work assessment				
5. Return-to-sea assessment				
6. Drug & Alcohol Testing **				
7. Additional investigations not ordinarily included in the standard medical examination #				
8. Medicine ^		N/A for the purposes of total		N/A for the purpose of total Cost recovery only. No profit, mark-up, or handling fee may be charged. Where a crew member requires medication, the doctor will enable the crew member/patient to receive the medication from a pharmacy (either through a dispensary) or from the doctor's network pharmacy on the doctor's account on a cost-recovery basis.
		TOTAL INCLUDING VAT		

4. EXPECTED DELIVERABLE OUTCOMES

4.1. Deliverables to be provided by the successful Service Providers include the following:

4.1.1. Registering and managing employees under the South African Revenue Service (SARS), inclusive of submission of all returns.

- 4.1.2. Appointment of qualified and certified maritime (seafarers) and other personnel as required.
- 4.1.3. Managing the monthly payroll for the employees.
- 4.1.4. Registration of employees for UIF contributions as per Unemployment Insurance Fund (UIF) Act inclusive of submission of all returns.
- 4.1.5. Complete and sign employment contracts with employees.
- 4.1.6. Management service for these employee contracts.
- 4.1.7. Coordination of the payment of employees through a structured payroll system monthly.
- 4.1.8. Provision of payroll information (reconciliation payroll report) to MLRF monthly.
- 4.1.9. Register the employees with the Compensation for Occupational Injuries and Diseases Act (COIDA) with the Department of Labour.
- 4.1.10. Employer and employee relations to adhere to all labour laws of the country.
- 4.1.11. Monthly crew manifests.
- 4.1.12. Monthly compliance reports.
- 4.1.13. Training certification status reports.
- 4.1.14. Crew rotation schedules.
- 4.1.15. Emergency replacement services.
- 4.1.16. Labour relations support.
- 4.1.17. Statutory compliance reports.
- 4.1.18. Payment of salaries

5. PERIOD / DURATION OF APPOINTMENT

- 5.1. The contract with the appointed Service Provider or Panel of Service Providers will run for a period of twelve (12) months and will commence as agreed in the Memorandum of Agreement (MOA) signed between the MLRF and the Service Provider or Panel of Service Providers.
- 5.2. The Department reserves the right to extend or terminate the contract in accordance with applicable legislation and contract conditions.

6. REQUEST FOR QUOTATION (RFQ) PROCESS

- 6.1. The appointed panel of Service Providers will be requested via an RFQ process to provide a quotation for services to be rendered on as-and-when-required basis.

7. EVALUATION METHOD

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

- Phase 1: Pre-compliance
- Phase 2: Non-Mandatory Requirements
- Phase 3: Due Diligence

7.2. PHASE 1: Pre-compliance or Initial Screening

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

7.2.2. The bid proposals 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 – NEW SBD 4 - Declaration of Interest	Completed and signed	**NO
4	In case of bids where Consortia / Joint Ventures, Consortia agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable	**NO

**NO – MLRF reserves the right to send a request for information (RFI) to the Service Provider 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.

7.3. PHASE 2: Non-Mandatory Requirements

7.3.1. It is advisable that the bidder complete the following table by answering YES OR NO and attach proof.

REQUIREMENT	REQUIRED PROOF TO BE SUBMITTED WITH BID	COMPLY: YES OR NO
Valid SAMSA Accreditation	SAMSA Accreditation Certificate	
Maritime Recruitment Experience	Three Reference Letters	
Maritime Labour Compliance Procedures	Policy Documents	
Payroll Administration Capability	Payroll Methodology	
Financial Capability	Audited Financial Statements	
The bidder must be registered with Confederation of Associations in the Private Employment Sector (CAPES) and association members such as African Professional Staffing Organisation (APSO) and Information Technology Association (ITA).	Proof of registration with CAPES and relevant association such as APSO and ITA.	
Bidders who are either Private Employment Agency (PEA), Temporary Employment Agency (TEA) and labour broker agencies must be registered with the Department of Labour.	Proof of registration.	
Bidders who are either Private Employment Agency (PEA), Temporary Employment Agency (TEA) and labour broker agencies must be registered with the Services Sector Education and Training Agency (SETA) as required in terms of Development Levies Act 9 of 1999.	Proof of registration.	
Bidder (s) should submit full details of reliable contactable signed references (reference letters) of projects related to Service Providers providing similar services. At least three letters from different clients. *Purchase Orders, appointment letters, and any other documents will NOT be accepted as a positive reference letter. Letters should have a letterhead and must be signed.	Contactable reference/referral letters	

****NO** – MLRF reserves the right to send a request for information (RFI) to the Service Provider and request a response to within seven (7) days after the date of sending the RFI. If the document is not

submitted or completed in full after the seven (7) days period, the DFFE/MLRF will reject proposals and these will not be further evaluated for Phase 3.

7.4. PHASE 3: DUE-DILIGENCE

7.4.1. The MLRF/DFFE shall have the right to inspect the bidders' premises and operations and to request live demonstrations and/or site inspections during the bid evaluation process and to reject bidders that do not comply with the requirements.

8. SPECIAL CONDITIONS

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

- 8.1. The Service Provider must maintain SAMSA accreditation throughout the contract period.
- 8.2. All personnel supplied must possess valid certificates and licences.
- 8.3. MLRF reserves the right to verify qualifications and credentials.
- 8.4. MLRF may reject unsuitable personnel.
- 8.5. The Service Provider must maintain adequate liability insurance.
- 8.6. The Service Provider must comply with all maritime legislation and labour legislation.
- 8.7. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by the MLRF.
- 8.8. The MLRF will not be held responsible for any costs incurred by the Service Providers in the preparation, presentation, and submission of the proposal.
- 8.9. There will be one Project Manager for all the contract workers' requests and the Project Manager allocated to the service by the MLRF shall do the ongoing management of the Service Level Agreement (SLA).
- 8.10. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of the contract contradict the conditions in the general conditions of contract the special conditions of contract will prevail.
- 8.11. The proposals should be submitted with all required information as per the requirements stipulated in these Terms of Reference.
- 8.12. Travelling costs and time spent or incurred between home and office of the Service Provider and MLRF office will not be for the account of MLRF.

- 8.13. Poor or non-performance by the bidder will result in the cancellation of the order and the SLA.
- 8.14. The MLRF has the right to exclude a bidder and or terminate the contract if the bidder or its sub-contractors are parties to an interest group or entity involved in legal proceedings opposing the MLRF.
- 8.15. The MLRF reserves the rights to request the appointed Service Provider or panel of Service Providers to provide proof of confirmation to access finance or guarantor, the amount of which will be negotiated during the conclusion of the contract.

9. BID SUBMISSION REQUIREMENTS

- 9.1. Bidders should ensure that the following submission requirements, where applicable, are included in their bid proposal which are as follows:
 - 9.1.1 The SP must draft a table of contents which will indicate where each document is located in the proposal.
 - 9.1.2 Documents required to evaluate paragraph 7.3.2.
 - 9.1.3 Standard bidding documents (SBD1, 2, and 4) completed and signed.
 - 9.1.4 SAMSA Accreditation Certificate.
 - 9.1.5 Organogram.
 - 9.1.6 CVs of Key Personnel.
 - 9.1.7 Three Contactable Reference Letters.
 - 9.1.8 Audited Financial Statements .
 - 9.1.9 A valid copy of the Tax Clearance Certificate/ Tax Compliance Status Pin issued by SARS to the supplier/copy of Central Supplier Database (CSD)/ MA supplier Number must be submitted together with the bid.
 - 9.1.10 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.
 - 9.1.11 Certified copies of identity documents of directors and shareholders of the company.
 - 9.1.12 Entity registration Certificate (CK1).
 - 9.1.13 Letter of Authority to sign documents on behalf of the company.
- 9.2. **All completed documentation must be returned to the Marine Living Resource Fund (MLRF) the entity of the Department of Forestry, Fisheries, and the Environment (DFFE) before 11:00**

on the 16 of October 2026. The location of the drop off is: Tender Box, Ground Floor, Foretrust Building, 2 Martin Hammerschlag Way, Foreshore, Cape Town, 8001.

10. PAYMENT TERMS

- 10.1. The MLRF undertakes to pay out as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.
- 10.2. Payment by the MLRF shall be made by means of an electronic transfer into the SP's bank account.
- 10.3. Payment requirements
- The amounts are inclusive of VAT and all disbursements shall be paid in South African Rands.
 - Invoices should be addressed to the MLRF not DFFE. Statement of account should be provided monthly.
 - The MLRF requires that a new purchase order number be raised after 1 April of each of the financial years of the contract period.

11. ENQUIRIES

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

Name	Email address
Ms. Ncumisa Matiwane	MLRFtenders@dfpe.gov.za
Mr. Vuyo Mteki	

**Bidders should use "MRLF224/26: Enquiries" as the subject of the email for all enquiries.*

ANNEXURE A

ACCREDITED SEAFARER RECRUITMENT AND PLACEMENT SERVICES AGENCIES

ALL SAMSA PERSONNEL, SHIP AGENTS, PORT AUTHORITIES, SHIP OWNERS, SHIP MANAGERS, SEAFARERS AND OTHER INTERESTED AND AFFECTED PARTIES

ISSUE DATE	10 April 2026	EXPIRY DATE	09 April 2027 or unless withdrawn	REFERENCE	SM6/5/2/1/MIN
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Marine Information Notices and /or Marine Notices affected

<i>Cancelled or superseded:</i>	MIN 04-25	<i>Read in conjunction with:</i>	Not Applicable
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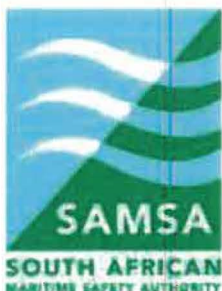
SUMMARY

This Marine Information Notice lists the organisations that have been accredited to provide Seafarers Recruitment and Placement Services as agents on behalf of ship owners and/or operators as required under the Merchant Shipping (Seafarer Recruitment and Placement) Regulations, 2017

1. The Merchant Shipping (Seafarer Recruitment and Placement) Regulations, 2017, requires that any person providing recruitment and placement services for Seafarers be accredited by SAMSA
2. Accordingly, SAMSA publishes the lists of Seafarer Recruitment and Placement Services Agencies. The list can be accessed here - [Seafarer Recruitment and Placement Services Agencies](#)
3. Enquiries regarding accredited Agencies may be directed to the Chief Examiner via e-mail to institutions@samsa.org.za.

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ANNEXURE B



South African Maritime Safety Authority

Ref: SM6/5/2/1

Date: 21 January 2016

Marine Notice No. 6 of 2016

Accreditation of Seafarer Recruitment and Placement Agencies

TO RECRUITMENT AND PLACEMENT AGENCIES, SHIP OPERATORS, SEAFARERS, MARITIME TRAINING INSTITUTIONS AND PRINCIPAL OFFICERS

Marine Notice No. 19 of 2013 is cancelled.

Summary

This Marine Notice serves to notify the industry of South Africa's of the implementation of the Maritime Labour Convention into South African Legislation and contains a Checklist of requirements for Seafarer Recruitment and Placement Services (SRPS) to be accredited.

1. South Africa ratified the Maritime Labour Convention on 21 June 2013.
2. The Convention entered into force on 20 August 2013.
3. Standard A1.4.2 of the Maritime Labour Convention requires that seafarer recruitment and placement services "shall be operated only in Conformity with a standardized system of licensing or certification or other form of regulation"
4. Seafarer Recruitment and Placement Agencies are therefore required to be accredited by SAMS for the supply of seafarers placed on vessels where the flag state has ratified the Convention.
5. SAMS will audit, with the purpose of issuing a certificate of accreditation, in terms of the Maritime Labour Convention, agencies that are required by the flag state and the ship-owner to demonstrate compliance with the Convention.
6. SAMS is awaiting promulgation of the Merchant Shipping (Seafarer Recruitment and Placement) Regulations before a Certificate of Accreditation can be issued in terms of these regulations.
7. To assist agencies to prepare for the audit, the checklist to be used is attached as an annex. The checklist is generic in that it caters for the issue of a certificate of accreditation in terms of the Convention and South African Legislation, as promulgated.

21 January 2016

SM6/5/2/1

Issued by and obtainable from:
The South African Maritime Safety Authority
146 Lunnun Road
Hillcrest, Pretoria

PO Box 13186
Hatfield 0028

Tel: +27 12 307 3006

Fax: +27 12 307 3086

E-mail: marinenotices@samsa.org.za

Web Site : www.samsa.org.za

***Are you aware of what
SAMSA regulations
require of you?***

The Merchant Shipping (Seafarer Recruitment and Placement) Regulations require that “no person may operate recruitment and placement services unless that person holds a certificate of accreditation issued by the Authority” and “the authorised representative of a ship must ensure that no person is recruited or placed for work by a seafarer recruitment or placement service unless the service holds a certificate of accreditation issued by the Authority”.

To assist the recruitment agencies, the following checklist has been compiled for your guidance.

**THE SURVEYOR WILL REQUEST A COMPLETED FORM FROM THE
RECRUITMENT AND PLACEMENT AGENCY BEFORE AUDITING FOR
ACCREDITATION**

Representative Declaration

I, the responsible person of the recruitment and placement agency,
_____ have read and completed the
checklist in preparation for the accreditation of the recruitment and placement
agency.

Name.....

Position.....

Signature.....

Date.....

The following table is to be completed by the applicant.

REFERENCE TO MERCHANT SHIPPING (SEAFARER RECRUITMENT and PLACEMENT) REGULATIONS, 2015 AND/OR LOCAL SOUTH AFRICAN LEGISLATION	REFERENCE TO THE MARITIME LABOUR CONVENTIO N, 2006	THE FOLLOWING DOCUMENTATION MUST BE PROVIDED BY THE APPLICANT OR THEIR EXISTENCE VERIFIED, WHEN REQUESTED BY SAMSA	SUCCESSFULL Y EXAMINED	ADDITIONAL INFORMATION RELATED TO THE INSPECTION
5 (1) (a)	1.4.3	Verify the Name and Physical Address of the Seafarer Recruitment and Placement Service ("SRPS"). A copy of the Company Structure (organogram) should also be provided to SAMSA during the audit.	☐ Yes ☐ No ☐ N/A	REMARKS

5 (1) (b)	1.4.3	Verify the Name of each placement agent with a brief description of the agent's relevant expertise.	☐ Yes ☐ No ☐ N/A	REMARKS
5 (1) (c)	A1.4.3 (d)	Verify the details of any quality assurance system applicable to the activities of the SRPS.	☐ Yes ☐ No ☐ N/A	REMARKS
5 (2) (a) – (f)	A1.4.6	Verify that the seafarer recruitment and placement service has the following documentation available for inspection (a) Merchant Shipping Act, 1951 as amended; (b) Merchant Shipping (Safe Manning, Training and Certification) Regulations, 2013 as amended;	☐ Yes ☐ No ☐ N/A	REMARKS

		(c) Maritime Labour Convention, 2006; (d) STCW Convention, as amended; (e) Each vessel's Maritime Labour Certificate; and (f) Declaration of Maritime Labour Compliance: Part I and II.		
5 (4) (a)	2.1	Verify that there is a contract between the SRPS and the ship-owner and that such is available for inspection. A copy of such must be provided to SAMSA.	☐ Yes ☐ No ☐ N/A	REMARKS
5 (4) (b)	A2.1.1(a)	Verify that there is a contract between the SRPS and the seafarer and that such is available for inspection. A copy of such must be provided to SAMSA	☐ Yes ☐ No ☐ N/A	REMARKS

5 (4) (c)	N/A	Verify that all contracts are retained by the SRPS for a period of at least <u>five</u> years for audit purposes.	☐ Yes ☐ No ☐ N/A	REMARKS
		RECRUITMENT AND PLACEMENT		
6	A1.4.5(b)	Verify that no fees are charged directly to the seafarer for the recruitment or placement or for providing employment. Exception: Costs to be borne by the Seafarer may include the national seafarer's book and a passport or other similar personal travel documents.	☐ Yes ☐ No ☐ N/A	REMARKS

10	A1.4.5(b)	Verify that the shipowner is liable for the cost of any visa required by a seafarer when joining or leaving the ship and, if required, when the ship calls at a port.	☐ Yes ☐ No ☐ N/A	REMARKS
7 (1) (a)	A1.4.5(c)(i) read with B1.4.2 (c)	Verify that an up to date register of all seafarers recruited or placed through the SRPS is maintained and available for inspection. This includes maintaining up to date lists of the ships for which SRPS provide seafarers and ensuring a means by which services can be contacted in an emergency at all hours.	☐ Yes ☐ No ☐ N/A	REMARKS
7 (2)	A1.4.5(a)	Verify that the SRPS does not use any means to prevent or deter seafarers from gaining employment for which they are qualified for.	☐ Yes ☐ No ☐ N/A	REMARKS

7 (1) (b)	A1.4.5(c)(ii)	Verify that the seafarers are informed of their rights and duties under their employment agreements prior to or in the process of engagement. Verify that proper arrangements are made for seafarers to examine their contracts before and after they are signed.	☐ Yes ☐ No ☐ N/A	REMARKS
7 (1) (c)	A1.4.5 (c)(iii)	Verify that seafarers recruited or placed by the SRPS are properly qualified and hold the necessary documentation for the job concerned, and that the employment agreements are in accordance with applicable laws and regulations and any collective bargaining agreement that forms part of the employment agreement.	☐ Yes ☐ No ☐ N/A	REMARKS
9 (2)	A2.1 (c)	Verify that a copy of the Seafarer Employment Agreement (“SEA”) signed by both the seafarer and the shipowner/ shipowner’s representative is given to the seafarer.	☐ Yes ☐ No ☐ N/A	REMARKS

7 (1) (i)	B1.4.2 (g)	Verify that seafarers are advised of any particular conditions applicable to the job for which they are to be engaged and of the particular ship owner's policies relating to their employment.	☐ Yes ☐ No ☐ N/A	REMARKS
7 (1) (j)	B1.4.2 (j)	Verify that there are procedures in place to ensure that any requests for information or advice by the families of the seafarers while the seafarers are at sea are dealt with promptly and sympathetically and at no cost.	☐ Yes ☐ No ☐ N/A	REMARKS
7 (1)(k)(i)-(iv)	A4.2.1 B4.2.3 2.6.1 A1.4.5(c)(iv)	Verify that the ship owner has in place financial protection for: i. medical costs in the event of an accident ii. funeral and death cover including repatriation of the body iii. loss of personal belongings due to an accident to the ship iv. repatriation costs if the seafarer is stranded in any port	☐ Yes ☐ No ☐ N/A	REMARKS

7 (1) (l)	B1.4.2 (b)	Verify that any documents submitted by the seafarer are treated with confidentiality.	☐ Yes ☐ No ☐ N/A	REMARKS
9 (1)	A2.1.4	Verify that all SEA's contain the following particulars: (a) The seafarers full name, date of birth or age, and birthplace, passport number or identity number; (b) The ship owner's name and address (c) The place where and the date when the seafarers employment agreement is entered into; (d) The capacity in which the seafarer is to be employed; (e) The amount of the seafarer's wages or, where applicable, the formula used for calculating them as well as the details of overtime and other financial compensation as well as any agreed deductions from the seafarers wages; (f) The amount of paid annual leave or, where applicable, the formula used for calculating it; (g) The termination of the agreement and the conditions thereof, including:	☐ Yes ☐ No ☐ N/A	REMARKS

		<i>(i) if the agreement has been made for an indefinite period, the conditions entitling either party to terminate it, as well as the required notice period, which shall not be less for the ship-owner than for the seafarer;</i> <i>(ii) if the agreement has been made for a definite period, the date fixed for its expiry; and</i> <i>(iii) if the agreement had been made for a voyage, the port of destination and the time which has to expire after arrival before the seafarer should be discharged;</i> (h) The seafarer's entitlement to repatriation; (i) Reference to the collective bargaining agreement, if applicable; and (j) Any other particulars which national law may require. (k) Names and contact details of next of kin (l) The frequency of the payment of wages which should be made at no greater than monthly intervals and in accordance with the Collective bargaining Agreement, if applicable. (m) Any other obligations or rights that the parties may agree to. (n) Details of accident and death insurance cover for the seafarer.		
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9 (1) (l)	A2.1(5)	Verify that the minimum notice period for early termination of the SEA is not shorter than seven days and that the same notice period applies for both the Seafarer and the SRPS. <i>Note: A notice period may be shorter than this minimum if such are recognised by national law or regulations or applicable collective bargaining agreements as justifying termination of the agreement at shorter notice or without notice. No penalties shall be imposed on seafarers requesting early termination based on compassionate or other urgent reasons.</i>	☐ Yes ☐ No ☐ N/A	REMARKS
Merchant Shipping Act, 1951 as amended (Section 113)	A2.1 (e) read with Subsection 3	Verify that seafarers shall be given a document containing a record of their employment on board the ship and such document shall not contain any statement as to the quality of the seafarers work or as to their wages. <i>Note: This document should contain sufficient information, with a translation in English, to facilitate the acquisition of further work or to satisfy the sea service requirements for upgrading or promotion. A seafarer's discharge book may satisfy the requirements for this document.</i>	☐ Yes ☐ No ☐ N/A	REMARKS

7 (1) (g)	A1.4.5(c) (vi)	Verify that a system of protection exists by way of insurance or an equivalent appropriate measure, to compensate seafarers, for monetary loss that they may incur as a result of the failure of a SRPS or the relevant ship-owner under the SEA to meet its obligations to them.	☐ Yes ☐ No ☐ N/A	REMARKS
7 (1) (h)	A1.4.8	Verify that the seafarer has been advised of possible problems of signing on a ship that flies the flag of a state which has not ratified the MLC, 2006 (if applicable).	☐ Yes ☐ No ☐ N/A	REMARKS

		MINIMUM REQUIREMENTS FOR SEAFARERS		
Merchant Shipping Amendment Act 12 of 2015 Section 110	A1.1 (1)	Verify that no person under the minimum age of 16 years shall be employed in any capacity on board a ship. <i>Note: Special Rules apply for 'Young Persons' (see below)</i>	☐ Yes ☐ No ☐ N/A	REMARKS
Merchant Shipping Amendment Act 12 of 2015 Section 110/111	A1.1	Verify that seafarers under the age of 18 years are made to understand the restrictions on night work and work which is likely to jeopardize their health and safety.	☐ Yes ☐ No ☐ N/A	REMARKS

Merchant Shipping (Safe Manning, Training and Certification) Regulations, 2013 Section 73(1)	A3.2(8)	Verify that no person under the age of 18 shall be employed or engaged or work as a ship's cook.	☐ Yes ☐ No ☐ N/A	REMARKS
Merchant Shipping Act 57 of 1951 (Section 101)	A1.2 (1)	Verify that prior to beginning work on a ship, seafarers hold a valid medical certificate attesting that they are medically fit to perform the duties they are to carry out at sea.	☐ Yes ☐ No ☐ N/A	REMARKS
STCW 1978, as amended A-I/9(8)	A1.2 (10)	Verify that the medical certificates for seafarers working on ships ordinarily engaged on international voyages must as a minimum be provided in English.	☐ Yes ☐ No ☐ N/A	REMARKS

Merchant Shipping Act 57 of 1951 (Section 101(1))	A1.2 (4)	Verify that the medical certificate is issued by a duly qualified medical practitioner or, in the case of a certificate solely concerning eyesight, by a person recognized as being qualified to issue such a certificate.	☐ Yes ☐ No ☐ N/A	REMARKS
	A1.2 (7)	Verify that unless a shorter period is required by reason of the specific duties to be performed by the seafarer concerned or is required under STCW: (a) A medical certificate shall be valid for a maximum period of 12 months including if the seafarer is under the age of 18. (b) A certification of colour vision shall be valid for a maximum period of six years.	☐ Yes ☐ No ☐ N/A	REMARKS

		REPATRIATION		
7 (1) (d)	A2.5(2)	Verify that the ship owner has the means to repatriate seafarers which shall include the following: - circumstances in which seafarers are entitled to repatriation; - maximum duration of service periods on board following which a seafarer is entitled to repatriation - such period to be less than 12 months; - precise entitlements for repatriation including those related to destination of repatriation, mode of transport, items of expenses to be covered and other arrangements to be made by the shipowner.	☐ Yes ☐ No ☐ N/A	REMARKS
Merchant Shipping Act 57 of 1951 Section 114	A2.5 (3)	Verify if SRPS prohibits shipowners from requiring that seafarers make an advance payment towards the cost of repatriation at the beginning of their employment. Verify if SRPS prohibits shipowners from recovering the cost of repatriation from the seafarer's wages or other entitlements except where the seafarer has been found to be in serious default of their employment agreements.	☐ Yes ☐ No ☐ N/A	REMARKS

		COMPLAINT PROCEDURES		
Merchant Shipping Amendment Act 12 of 2015 Section 158A	A5.1.5	Verify that in addition to a copy of the SEA, all seafarers shall be provided with a copy of the on- board compliant procedures applicable on the ship. The on-board complaint procedure should contain, as a minimum: - Fair, effective and expeditious handling of seafarer complaints alleging breaches of seafarer's rights; - There should be safeguards in place to prevent and penalize any kind of victimization of a seafarer for filing a complaint. - The procedures shall seek to resolve any seafarer complaints at the lowest level possible, however, seafarers shall have a right to complain directly to the Master and if necessary recourse to the appropriate external authorities. - Procedures shall include the right of the seafarer to be accompanied or represented during the complaints procedure. <i>Note: The above shall include contact information for SAMSA in the flag state and</i>	☐ Yes ☐ No ☐ N/A	REMARKS

		where different in the seafarers country of residence and the name of a person or persons on board the ship who can, on a confidential basis, provide seafarers with impartial advice on their complaint and otherwise assist them in following the complaint procedures available to them on board the ship.		
7 (1) (e)	A1.4 (7)	Verify that adequate machinery and procedures exist for the investigation, examination and response, if necessary, of complaints from seafarers concerning the activities of SRPS involving as appropriate representative of ship-owner and seafarers.	☐ Yes ☐ No ☐ N/A	REMARKS
7 (1) (f)	A1.4.5 (c) (v) & A1.4.5 (c) (v)	Verify that records of all complaints from seafarers that are received concerning on board working or living conditions are forwarded to SAMSA. Verify that the SRPS has procedures to examine and respond to any complaint concerning the activities of the SRPS and advise SAMSA of any unresolved complaint.	☐ Yes ☐ No ☐ N/A	REMARKS

SRPS AUDIT REMARKS SUMMARY:

Deficiencies identified as Non – Conformities in terms of the MLC, 2006

REFERENCE TO AUDIT ITEM	DEFICIENCIES IDENTIFIED AS NON CONFORMITIES

NOTE: ANY DEFICIENCIES LISTED IN THE ABOVE BLOCK NEED TO BE CORRECTED PRIOR TO ISSUANCE OF THE SAMSA SRPS APPROVAL CERTIFICATE

NOTES/ REMARKS/ OBSERVATIONS FOR THE IMPROVEMENT OF THE SRPS:

FOR OFFICE PURPOSES:

AUDIT DONE BY: _____ **(PRINT NAME)**

DATE: _____

AUDIT APPROVED: **YES / NO** **(CIRCLE ONE)**

SIGNED: _____