INVITATION TO BID

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

BID NUMBER: 4.4.12.4/MLRF139/16 CLOSING DATE: 28.10.2016 CLOSING TIME: 11:00

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE AND FACILITATE THE PRODUCTION, SUBSCRIPTION MANAGEMENT AND MARKETING OF THE AFRICAN JOURNAL OF MARINE SCIENCE FOR A PERIOD OF 5 YEARS.

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

BID DOCUMENTS MAY BE POSTED TO: Tender Box
Private Bag X2
Roggebaai
8012

OR
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
Department of Agriculture, Forestry and Fisheries
Ground Floor
Foretrust Building
Martin Hammerschlag Way
Foreshore
Cape Town
8001

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

| NAME OF BIDDER | .......................................................... |
| POSTAL ADDRESS | .................................................................. |
| STREET ADDRESS | .................................................................. |
| TELEPHONE NUMBER | CODE..............NUMBER.......................... |
| CELLPHONE NUMBER | .................................................................. |
| FACSIMILE NUMBER | CODE ........NUMBER.......................... |
| E-MAIL ADDRESS | .................................................................. |
| VAT REGISTRATION NUMBER | .......................................................... |
| HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) | YES or NO |
| SIGNATURE OF BIDDER | .......................................................... |
| DATE | .................................................................. |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | .......................................................... |
TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

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

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


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

**(Professional Services)**

<table>
<thead>
<tr>
<th>NAME OF BIDDER:</th>
<th>BID NO.: 4.4.12.4/MLRF139/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLOSING TIME</td>
<td>11:00</td>
</tr>
<tr>
<td>CLOSING DATE</td>
<td>28.10.2016</td>
</tr>
</tbody>
</table>

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY <em>(ALL APPLICABLE TAXES INCLUDED)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DESCRIPTION</td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION:

APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE AND FACILITATE THE PRODUCTION, SUBSCRIPTION MANAGEMENT AND MARKETING OF THE AFRICAN JOURNAL OF MARINE SCIENCE FOR A PERIOD OF 5 YEARS.

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

2. Bidders are required to indicate a total cost for the contract, including all expenses and inclusive of all applicable taxes for the project **.

3. Cost per completed issue of the journal

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

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

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

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

** The total cost of the contract will be a multiple of the cost per completed issue, i.e. there will be four (04) completed issues per year over a period of five (05) years.

***[DELETE IF NOT APPLICABLE]***

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Department of Agriculture, Forestry and Fisheries (MLRF)
Contact Person: Ms Ncumisa Matiwane
Tel: 021-402 3260
E-mail address: ncumisam@daff.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Dr Sheldon Dudley
Tel: 021-402 3145
E-mail address: sheldond@daff.gov.za
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:
   - the bidder is employed by the state; and/or
   - the legal person on whose behalf the bidding document is signed, has a relationship with persons a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2 Identity Number: ...........................................................................................................

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

2.4 Company Registration Number: ...................................................................................

2.5 Tax Reference Number: ................................................................................................

2.6 VAT Registration Number: .............................................................................................

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

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

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exerceses control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state?  

2.7.1 If so, furnish the following particulars:

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

Any other particulars:

..............................................................
..............................................................
..............................................................

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  

2.7.2.1 If yes, did you attached proof of such authority to the bid document?  

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

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

..............................................................
..............................................................
..............................................................

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  

2.8.1 If so, furnish particulars:

..............................................................
..............................................................
..............................................................

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  

YES / NO
2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

| Full Name | Identity Number | Personal Tax Reference Number | State Employee Number / Personal Number |
DECLARATION

I, THE UNDERSIGNED (NAME).................................................................................................

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

......................................................... .........................................................
Signature Date

......................................................... .........................................................
Position Name of bidder

May 2011
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS
1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.
1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.
1.4 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS
   (a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
   (b) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
   (c) "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard.
contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

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

(f) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(g) "consortium or joint venture" 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;

(h) "contract" means the agreement that results from the acceptance of a bid by an organ of state;

(i) "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) "firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(k) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(l) "non-firm prices" means all prices other than "firm" prices;

(m) "person" includes a juristic person;

(n) "QSE" means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(p) "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(q) "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

(r) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

\[ PS = 80 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad PS = 90 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where

- \( PS \) = Points scored for comparative price of bid under consideration
- \( Pt \) = Comparative price of bid under consideration
- \( P_{\text{min}} \) = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating
5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: = ........ (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.)

8. SUB-CONTRACTING

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

(Tick applicable box)

YES [ ] NO [ ]

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted...............................% 
ii) The name of the sub-contractor.................................................................
iii) The B-BBEE status level of the sub-contractor...........................................
iv) Whether the sub-contractor is an EME:

(Tick applicable box)

YES [ ] NO [ ]

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:...........................................................................

9.2 VAT registration number:........................................................................

9.3 Company registration number:.................................................................
9.4 TYPE OF COMPANY/ FIRM
☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

9.6 COMPANY CLASSIFICATION
☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business: .................................

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

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

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

4.4.1 If so, furnish particulars:

CERTIFICATION

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

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

.................................................. ..................................................
Signature Date

..................................................
Position Name of Bidder

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids included.

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

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

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

1 includes price quotations, advertised competitive bids, limited bids and proposals.

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: ____________________________ that:

(Name of Bidder)

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

(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

\(^3\) Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.......................................................... ..........................................................
Signature                                                        Date

..........................................................
Position                                                        Name of Bidder
Bid invitation

BID NUMBER: 4.4.12.4/MLRF 139/16
SUBJECT: APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE AND FACILITATE THE PRODUCTION, SUBSCRIPTION MANAGEMENT AND MARKETING OF THE AFRICAN JOURNAL OF MARINE SCIENCE FOR A PERIOD OF 5 YEARS

1. GENERAL BID CONDITIONS

1.1 Bidders who failed to complete the bid terms of reference/specification in all respects will automatically be disqualified.

1.2 Bidders who failed to complete and sign all the bid documentation and/or failed to submit all the required information/documentation as requested in terms of the bid documentation may be disqualified. The recommended bidder(s) may be requested to complete and sign all bid documentation within five (5) working days from date of request. Failure to submit will result in disqualification in the bid.

1.3 The bid must conform to the minimum requirements as set out in this document, or it must be stated clearly how it deviates from these requirements and why. Offers exceeding the minimum requirements of the terms of reference/specification are acceptable.

1.4 Bidders must complete all the necessary bid forms and undertakings, which normally or otherwise accompany a government bid. The following forms and terms of reference/specification must be completed and submitted together with the bidder's response to this bid:

SBD 1 = Invitation to bid
SBD 2 = Tax Clearance Certificate Requirements
SBD 3 = Pricing schedule
SBD 4 = Declaration of interest
SBD 6.1 = Preference points claim form
SBD 8 = Declaration of bidder's past Supply Chain Management (SCM) practices
SBD 9 = Certificate of Independent Bid Determination

1.5 All bidders must ensure that they are registered on the Central Supplier Database (CSD) before the closing date of the bid: www.csd.gov.za.

Bidders are encouraged to register on the Department of Agriculture, Forestry and Fisheries' supplier database (MLRF database).

1.6 The CSD Registration Report must be attached to the bid document.
1.7 The Department will not award any bid to a bidder not registered as a prospective service provider/supplier on the CSD.

1.8 The successful bidder will be required to sign a written contract form (SBD 7). This document will be a binding contract between the successful bidder and the department. No service should be rendered without receipt of an official order issued by the department. No official order will be issued unless a successful bidder(s) has been successfully registered on the Central Supplier Database of the National Treasury.

1.9 The official forms as per paragraph 1.4 above and the bid terms of reference/specification must NOT be retyped. To ensure authenticity of documents bidders must complete forms manually. Bidders who do not comply with this requirement and retype the bidding documentation will be disqualified.

1.10 This bid is subject to Government Procurement: General Conditions of Contract, which may not be amended.

1.10.1 Failure to withdraw, waive and/or renounce the bidder's own bid conditions, when called upon to do so, may invalidate the bid.

1.11 During evaluation of the bids, information may be requested in writing from bidders. Replies to such requests must be submitted within five (5) working days or bids may be disregarded.

1.12 The department may only accept a total ceiling price for the entire project that must be inclusive of all costs (including travel and subsistence expenses). The bidders will not be entitled to claim for travel and subsistence expenses, such items must be included in the bid price.

1.13 The department will give preference to bidders that bid firm prices for the entire duration of the contract in terms of this bid. Non-firm prices (including prices that are subject to rates of exchange variations) may be considered if supporting documentation is submitted. Should the bidder fail to indicate the bid price on the SBD 3 form (Pricing schedule), the bid may be regarded as invalid. No price increases will be considered by the Department in cases where firm bid prices have been agreed upon.

1.14 The department will not be held liable for any expenses incurred by bidders in preparing and submitting bids. See paragraph 3.1 of the General Conditions of Contract.

1.15 The department reserves the right to appoint more than one bidder, depending on conditions of the bid.

1.16 The department hereby chooses the following street address as its domicilium citandi et executandi for the purpose of serving notices and legal documentation:

**Street Address**
Foretrust Building
2 Martin Hammerschlag Way
Foreshore
Cape Town
8000

DAFF BID: 4.4.12.4/MLRF 139/16
SUBJECT: APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE AND FACILITATE THE PRODUCTION, SUBSCRIPTION MANAGEMENT AND MARKETING OF THE AFRICAN JOURNAL OF MARINE SCIENCE FOR A PERIOD OF 5 YEARS
Bidders who qualify for B-BBEE points in terms of the Broad Based Black Economic Empowerment Act, 2003 (Act no 53 of 2003) must submit a sworn affidavit for B-BBEE qualifying small enterprise or a sworn affidavit for B-BBEE exempt micro enterprise or a certificate issued by Companies and Intellectual Property Commission (CIPC).

1.17.1 Original and valid B-BBEE Status Level Verification Certificates issued by a verification agency accredited by the South African Accreditation System (SANAS) may also be submitted. Copies of original and valid B-BBEE Status Level Verification Certificates certified at any Commissioner of Oaths office will also be acceptable.

1.17.2 Bidders with an income of more than R50 million must submit a valid SANAS accredited B-BBEE certificate.

1.17.3 Bidders who do not qualify for B-BBEE points will be allocated a zero point.

1.17.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity provided that the entity submits their B-BBEE status level certificate.

1.17.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

1.17.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

1.18 Bidder(s) may be requested to submit a valid company registration certificate issued by the Registrar of Companies and copies of the ID document(s) of active director(s).

1.19 Enquiries

<table>
<thead>
<tr>
<th>Technical enquiries</th>
<th>Sheldon Dudley</th>
<th>Tel. 021 402 3145</th>
</tr>
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<tbody>
<tr>
<td>General SCM enquiries</td>
<td>Ncumisa Matiwane</td>
<td>Tel. 021 402 3260</td>
</tr>
</tbody>
</table>

1.20 The successful bidder must supply and deliver goods to the address as indicated in the bid documentation.

1.21 The validity period of this bid must be at least 90 days from the closing date of the bid.
2. CONFIDENTIALITY
2.1 This bid and all information in connection therewith shall be held in strict confidence by bidders and the use of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.

2.2 All bidders are bound by a confidentiality clause preventing the unauthorised disclosure of any information regarding the department or its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.

3. COPYRIGHT
3.1 Copyright of all documentation in relation to this bid belongs to the department. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.

4. PAYMENTS
4.1 Payment shall normally be made within 30 days after receipt of an original invoice, subject to satisfactory delivery of the service as outlined in the Terms of Reference/Specification.

4.2 The bidder will not be entitled to claim for travel and subsistence expenses. If such expenses are applicable, these charges must be included in the bid price.

5. NON-COMPLIANCE WITH DELIVERY TERMS
As soon as it becomes known to the bidder that he/she will not be able to perform the services/deliver the goods within the agreed time/or delivery period and/or against the quoted price and/or as specified in the contract, the department must be given immediate written notice to this effect. The department reserves the right to implement remedies as provided for in paragraph 22 of the General Conditions of Contract.

6. RETENTION
6.1 On termination of this agreement, the bidder shall on demand, hand over all documentation, information, etc. to the department without the right of retention.

6.2 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement of the agreement to amend or vary conditions shall be in writing.

7. EVALUATION TEAM
The department will appoint a bid evaluation committee to evaluate the bid submissions. The committee will make recommendations to the Bid Adjudication Committee.

8. EVALUATION OF BIDS

Bids will be evaluated on the following basis:

8.1 Phase 1: Compliance with minimum bid requirements

8.1.1 All bids duly lodged will be evaluated to determine compliance with the bid requirements and conditions. Bids with obvious deviations from the bid requirements/conditions and not acceptable to the evaluation committee will be eliminated from the adjudication process, i.e. will not be shortlisted.

8.2 Phase II: Price

8.2.1 Only bidders/service providers who met all the minimum requirements in terms of paragraph 8.1.1 above will be brought on a comparative price basis in terms of the applicable preference point system prescribed in the Preferential Procurement Regulations 5 and 6 of 2011 as indicated in the SBD 6.1 form.

8.3 Phase III: Awarding of bid

8.3.1 The recommended bidder/service provider will usually be the bidder scoring the highest number of points.

9. LATE BIDS

All completed documentation must be returned to the Department of Agriculture, Forestry and Fisheries before 11:00 on 28 October 2016. The bidding box is situated at: Department of Agriculture, Forestry and Fisheries, Foretrust Building, Martin Hammerschlag Way, Foreshore, Cape Town, 8001.

One (1) original and two (2) hard copies of the bid must be submitted.

Bids received late shall not be considered. The bidding box shall be locked at exactly 11:00. The closing time will be in accordance with Telkom time (1026).

Bidders are therefore advised to ensure that bids are dispatched allowing sufficient time for any unforeseen events that may delay the delivery of the bid and time to access the premises because of security arrangements when entering the department's gate.

10. FRAUD AND CORRUPTION

All prospective bidders should take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No. 12 of 2004 and any other act applicable.

11. THE DEPARTMENT RESERVES THE RIGHT TO REJECT OR CANCEL BIDS

DAFF BID: 4.4.12.4/MLRF 139/16
SUBJECT: APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE AND FACILITATE THE PRODUCTION, SUBSCRIPTION MANAGEMENT AND MARKETING OF THE AFRICAN JOURNAL OF MARINE SCIENCE FOR A PERIOD OF 5 YEARS
Bids may be cancelled for any of the following reasons:

11.1 If the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.

11.2 If the bidder or any of its directors have:
   (i) Abused the SCM system of any government department.
   (ii) Failed to perform any previous contract and the proof thereof exists.
   (iii) Restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.
   (iv) If there is proof of fraud or any other improper conduct in relation to such system.
SPEClFICATIONS/TERMS OF REFERENCE FOR BID: 4.4.12.4/MLRF 139/16: APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE AND FACILITATE THE PRODUCTION, SUBSCRIPTION MANAGEMENT AND MARKETING OF THE AFRICAN JOURNAL OF MARINE SCIENCE FOR A PERIOD OF 5 YEARS.

Annexure A

<table>
<thead>
<tr>
<th>1. GENERAL REQUIREMENTS</th>
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<tbody>
<tr>
<td>The successful Service Provider should be able to demonstrate the ability to meet the</td>
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<td>following requirements as a publisher of specialist academic journals:</td>
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<tr>
<td>1.1 Have at least 10 years' experience in publishing scientific journals.</td>
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<td>1.2 Provide a post-peer-review service that includes copy-editing of technical language,</td>
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<td>layout of proofs, final proof-reading and submission of page proofs to authors.</td>
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<td>1.3 Assign a publishing editor with a minimum of an MSc in the natural sciences.</td>
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<td>1.4 Provide the infrastructure and personnel for improving the scientific artwork of</td>
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<td>articles to maintain the high quality standards of the journal.</td>
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<td>1.5 Produce and publish four issues of the journal at approximately three-month intervals</td>
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<td>per calendar year.</td>
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<td>1.6 Publish articles online within three months of receipt of the completed (edited)</td>
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<td>manuscripts from the Editor-in-Chief.</td>
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<td>1.7 Print and distribute hard copies to subscribers no more than four weeks after</td>
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<td>online publication of the issue.</td>
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<td>1.8 Handle all aspects of the international and national subscription management and</td>
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<td>fulfillment, including order</td>
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ANNEXURE A – TERMS OF REFERENCE: APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE AND FACILITATE THE PRODUCTION, SUBSCRIPTION MANAGEMENT AND MARKETING OF THE AFRICAN JOURNAL OF MARINE SCIENCE FOR A PERIOD OF 5 YEARS.

CONFIDENTIAL
<table>
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<tr>
<th></th>
<th>YES</th>
<th>NO</th>
<th>COMMENTS</th>
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<tr>
<td>1.9</td>
<td>Develop and maintain a website for the journal.</td>
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<tr>
<td>1.10</td>
<td>Publish the journal articles in a manner accessible via the Internet, using state-of-the-art technology, and market the journal electronically to the international scientific community in order to promote African marine science to international researchers.</td>
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<td>1.11</td>
<td>Maintain online access to all back issues of the journal, including free access to those published prior to 2005.</td>
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<td>1.12</td>
<td>Reach researchers by directed/targeted marketing (with marketing material, limited free access to the journal, etc.) and by attending international conferences.</td>
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<td>1.13</td>
<td>Ensure that the journal is indexed by indexing services, including BIOSIS, CAB Abstracts, Fish, Fisheries and Aquatic Biodiversity Worldwide, Journal Citation Reports®, Science Citation Index Expanded™, Scopus, Water and Oceans Worldwide, and Zoological Record.</td>
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<td>1.14</td>
<td>In addition to subscription access, ensure that the journal is made available free of charge through philanthropic initiatives such as Research4Life and INASP (International Network for the Availability of Scientific Publications); and free of charge in low-income regions through AJOL (African Journals Online).</td>
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<td>1.15</td>
<td>Ensure that the journal complies with all requirements of the 2015 Statement on Open Access to Research Publications from the National Research Foundation (NRF)-Funded Research.</td>
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<tr>
<td>1.16</td>
<td>Provide technology, such as ScholarOne Manuscripts, for online submission by authors and the tracking of manuscripts throughout the peer-review and editing processes, as per current international standards.</td>
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</table>

2. The Bidder's Proposal should contain:
| 2.1 | Skills and expertise of the personnel that will be deployed for the service as well as the overall track record and capacity of the entity to deliver on the Terms of Reference. |
| 2.2 | Similar previous experience and a list of 3 contactable references. The names of the companies, nature of contract and contact details for each company must be submitted as part of the bid. |
| 2.3 | An organizational structure or list of partners, managers and specialists, together with the Curriculum Vitae (CV) of each staff member who will be available for the duration of the assignment. |
| 2.4 | Certified copies of academic qualifications of officials who will be available for the duration of work. |
| 2.5 | Company profile. Profile should include the following information (a separate company profile must be submitted in cases where consortiums/joint-ventures/sub-contracts are involved): Company background: Date established, names of directors and affiliation to groups. Infrastructure: Physical address of main office and list of other branch offices and number of personnel. |
| 2.6 | A comprehensive budget (inclusive of VAT), showing the service activities proposed, detailing all assumptions made in arriving at the proposed budget. |

### 3. Costing

| 3.1 | Interested Service Providers are required to submit a detailed project plan of action with all deliverables, detailing the timeframes within which these will be achieved. Prices quoted must be VAT inclusive. |
| 3.2 | The Service Provider will pay, at its own expense, the production, printing, distribution and marketing costs associated with publishing four issues of approximately |
one hundred and fifty (150) pages each, which collectively will not exceed six hundred (600) pages, per calendar year. These costs include those for copy-editing, proof-reading, submission of page proofs to authors and necessary alterations. Subscription income will accrue to the Service Provider, but with a profit-share agreement with the Department.

3.3 The Service Provider will package and post up to one hundred and forty (140) printed copies of each issue of the journal to (i) selected marine institutes and libraries that have an exchange agreement with the Department's Gilchrist Library, (ii) members of the journal's International Editorial Advisory Board and (iii) the Editor-in-Chief for distribution among senior management and in-house scientific staff.

3.4 The successful Service Provider will provide the Department with a detailed tax invoice on completion of each issue of the journal.

3.5 The successful Service provider shall make available to the Department audited financial reports relating to the publication of the journal on or before 30 March each year.

4. MONITORING PROGRESS ON ASSIGNMENTS

4.1 The Service Provider shall submit the following information together with audited financial statements to the Editor-in-Chief on or before 30 March each year:
   - a list of subscribers
   - a list of Library Exchange Institutes, African Institutes and Editorial Board members who were the recipients of printed copies of the regular issues of the journal.

4.2 The Service Provider shall provide, by 30 June each
year, a confidential publishing report detailing access, usage and citation data for the *African Journal of Marine Science* for the previous calendar year.

4.3 The successful Service Provider must guarantee the presence of the senior staff members in charge of the project throughout the duration of the contract. If a senior staff member has to 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.

5. CHECKLIST

5.1 Bidders must ensure that all relevant documentation is completed in full, signed and certified before submission.

(i) Terms of Reference;
(ii) SBD 1 form;
(iii) SBD 2 form (valid Tax Clearance Certificate);
(iv) SBD 3 form;
(v) SBD 4 form;
(vi) SBD 6.1 form;
(vii) SBD 8 form;
(viii) SBD 9 form;
(ix) Supplier Maintenance Form (only applicable if the Department is not in possession of valid banking details for the Bidder);
(x) Company registration document;
(xi) Original and valid Tax Clearance Certificate;
(xii) Certified Copies of ID documents for Directors and
(xiii) Certified B-BBEE Certificate.
I/we, the undersigned, declare that the information furnished is true and correct and warrants that I/we am/are duly authorised to sign on behalf of the company.

SIGNATURE OF SERVICE PROVIDER: ________________________________

NAME OF COMPANY: ________________________________

DATE: __________________________

ANNEXURE A - TERMS OF REFERENCE: APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE AND FACILITATE THE PRODUCTION, SUBSCRIPTION MANAGEMENT AND MARKETING OF THE AFRICAN JOURNAL OF MARINE SCIENCE FOR A PERIOD OF 5 YEARS.

CONFIDENTIAL
THE NATIONAL TREASURY
Republic of South Africa

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

• Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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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
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20. Subcontracts
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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 consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

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

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

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

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

(b) a cashier’s or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
INVITATION FOR PROSPECTIVE SERVICE PROVIDERS TO REGISTER ON THE MARINE LIVING RESOURCE FUND DATABASE OF SUPPLIERS FOR GOODS AND SERVICES. THE AIM OF THIS DATABASE IS TO INCLUDE AS MANY AS POSSIBLE SMALL BUSINESSES AND HISTORICALLY DISADVANTAGED INDIVIDUALS IN THE PUBLIC SECTOR PROCUREMENT PROCESS.
NB: This form must be accompanied by an original valid tax clearance certificate during registration, application form to register for tax at SARS is also attached for your convenience.

<table>
<thead>
<tr>
<th>1. DETAILS OF APPLICANT</th>
<th>New ...................................... AMENDMENT ........................................</th>
</tr>
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<tbody>
<tr>
<td>1. NAME OF COMPANY</td>
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<tr>
<td>2. INCOME TAX REGISTRATION NUMBER</td>
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<td>3. INCOME TAX CERTIFICATE EXPIRY DATE</td>
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<td>4. INCOME TAX CERTIFICATE APPROVED DATE</td>
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<td>5. VAT REGISTRATION NUMBER</td>
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<td>6. COMPANY REGISTRATION NUMBER (copy of registration to be attached)</td>
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<td>7. POSTAL ADDRESS</td>
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</table>

15 SUPPLIERS GROUPING DETAIL: TYPE OF FIRM: (PLEASE TICK THE RELEVANT BOX)

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<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Public Company (Ltd)</td>
</tr>
<tr>
<td>2</td>
<td>Private Company(Pty Ltd)</td>
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<td>3</td>
<td>Close Corporation(s)</td>
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<td>4</td>
<td>Other(specific)</td>
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<tr>
<td>5</td>
<td>Joint Venture</td>
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<td>6</td>
<td>Consortium</td>
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<td>7</td>
<td>Sole Proprietor</td>
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<tr>
<td>8</td>
<td>Foreign Company</td>
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<td>9</td>
<td>Partnership</td>
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<td>10</td>
<td>Trust</td>
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<tr>
<td>11</td>
<td>Section 21 Company</td>
</tr>
<tr>
<td>12</td>
<td>Government/Parastatals</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>CONTACT PERSON 1</td>
<td>YES</td>
<td>NO</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>NO</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>2</td>
<td>CONTACT PERSON 2</td>
<td>YES</td>
<td>NO</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>NO</td>
<td>YES</td>
<td>NO</td>
</tr>
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</table>

17. ANNUAL TURNOVER per annum: R

R
INSTRUCTIONS AND DEFINITIONS

2. GENERAL DEFINITIONS

2.1 "Acceptable bid" means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.2 "Bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

2.3 "Comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

2.4 "Consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.5 "Contract" means the agreement that results from the acceptance of bid by an organ of state.

2.6 "Specific contract participation goals" means the goals as stipulated in the Preferential Procurement Regulations 2001.

2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

2.7 "Control" means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.8 "Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.9 "Equity Ownership" means the percentage ownership and control, exercised by individuals within an enterprise.

2.10 "Historically Disadvantaged Individual (HDI)" means a South African citizen

   (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) ("the interim Constitution); and/or

   (2) who is a female; and/or

   (3) who has a disability:

       provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
2.11 "Management" means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12 "Owned" means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13 "Person" includes reference to a juristic person.

2.14 "Rand value" means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 "Small, Medium and Micro Enterprises (SMMEs)" bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16 "Sub-contracting" means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.17 "Trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

2.18 "Trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2.19 "Trade Name" The trade names that the company owns or distributes, which you wish to be registered for, as a supplier to the Marine Living Resource Fund. Applicants should indicate this on page 5 of the application.
3.1 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and Ownership, as relevant.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position occupied in Enterprise</th>
<th>ID Number</th>
<th>Date RSA Citizenship obtained</th>
<th>*HDI Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No franchise prior to elections</td>
</tr>
</tbody>
</table>

EQUITY OWNERSHIP CLAIMED IN TERMS OF THE ABOVE:

Equity Ownership by persons who had no franchise in the national elections prior to 1994: __%  
Equity Ownership by white women: ________%  
Equity Ownership by african women: ________%  
Equity Ownership by disabled persons: ________%  

☐ Is the company 50.1% or more black owned? (Black enterprise, which means the majority of shares, is owned by blacks)  
☐ Or is the company 25.1% or more black owned? (Black empowered, which means the traditionally white owned company has empowered blacks in terms of shares in their company)  
Please indicate the number of employees __________

*Indicate YES or NO
4. SMME STATUS / BUSINESS ACTIVITIES

- Office stationery, computer consumables and cleaning material
- Printing, layout, design, publications, portfolios and banners
- Office furniture, audiovisual equipment, office equipment and labour saving devices
- Communication specialist (writing and producing of information)
- TV, radio and exhibits production
- Entertainers i.e. dancers, musicians, poets, craftsperson etc
- Building maintenance: electrical, plumbing, office partitioning, painting, replacement of carpets, pest control etc
- Cleaning service (e.g. steam cleaning of carpets, curtains etc)
- Tracing
- Panel beating
- Lab Machinery, Water Treatment, Microscopes.
- Mobile Tool Unit
- Marine Electronics
- Lab Machinery, Water Treatment, Microscopes
- Catering Service
- Boat hire
- Buoys
- Ballistic Spray
- Cable tie and Metal Seals
- Cash Management/In transit
- Compilation of fact sheet
- Protective Clothing
- Personal Protective Equipment
- Catering Service
- Stage, Podium and Sound System/Public Address System
- Divers and Cameras Normal Including (Underwater Camera)
- Fish Tank
- Fertilizer Bags
- Signage and Flags
- SAMSA Accredited Medical Practitioners
- Supply of Sanitary Bins and Toilets
- Perth Care Service
- Lock Smith
- Corporate Clothing
- Vessels and Small Boats Repair
- Trawl nets, Trawl Wrap, Door net
- Gun Smoothing Kalgarding
- Furniture Removals
- Supply of Research Equipment
- Security Service and Access Control System
- Light and Heavy Vehicle Mechanicals
- Hazardous Waste Removal
- Health and Safety
- Travel Agencies and Shuttle Service
Event organizers: Conferences and accommodation
Training and workshops (Project management, customer service, computer training, finance & budgeting, performance management, strategic planning, organizational development and team building, change management, competency test, management development programme, Negotiation skills, presentation skills, professional coaching services)
Suppliers of aircraft and Helicopters

Professional services specializing in the following categories:

- Financial auditing, Forensic Auditing,
- Feasibility studies, project implementation, determination of norms and standard for the Expanded Public Works Programme (EPWP), development of training programme related to the marine environment.
- Service providers who specializes in Waste Management, cleaner production and air quality, geotechnical investigation, archaeological survey, land survey, flood line investigation, environmental impact assessment, quantity survey, environmental engineering,
- Environmental reporting, geographic information systems and environmental journalists, research compilation and publication of various environmental impact management related to guidelines and public information material, integrated environmental planning, alternative dispute resolution, environmental law, legislation drafting, facilitation, integrated environmental management, sustainable development indicators and research,
- Environmental impact inspectors for Antarctica and Islands, environmental compliance, monitoring and auditing systems and software development, environmental crime risk and impact assessors, environmental crime liability assessors, environmental management authorization (e.g landfill permitting),
- Project management and community participation management skills related to community base Natural Resources and land degradation/desertification, researchers related to listing of species and ecosystems researchers in cultural heritage researchers, institutional and legal expert on Biodiversity and Heritage,
- Economic impact assessment, Human Resource analysis of needs in Environmental Marine sector,
- Environmental education specialist, researchers in environmental education, environmental law, environmental management, skills development, needs analysis, providers in capacity building, training and education facilitators, project managers, developers of resource material, designers of posters and promotional plastics.

5. In making a submission the following information is requested
- Range of service offered by your company and track record in the similar field of competence.
- Profile of your organization including ownership, shareholding, directors, staffing and BBBEE strategy.
- Registration with appropriate regulatory and professional bodies, SARS original tax clearance certificate. Certified copy of Partnership agreement, Certified copy certificate of Registration for Co-operative(CR10), Certified copy of certificate of incorporation(CM1) and Certified copy of CK1/CK2
- Proper Bank details of business and in case of the supplier using a cheque account a cancelled cheque must be attached if the supplier does not have a cheque book a original letter from the bank must be attached including certified copy of identity Document
- In case of the supplier using savings or transmission account a letter from the bank is compulsory and the bank stamp must be endorsed (Please note that account must be in the name of the supplier as no 3rd party payments are allowed)
- Certified copy of trust Certificate/Trust Deeds. Share Certificates or BEE rating Certificate.
- Copy of certificate of acceptability for food safety (Catering companies only).
NB: IF THE ABOVEMENTIONED DOCUMENTS ARE NOT ATTACHED, THE COMPANY WILL NOT BE REGISTERED ON MARINE LIVING RESOURCE FUND SUPPLIER DATABASE

6. GENERAL

Payment of suppliers through electronic banking transfer is compulsory (banking details will be requested for payment). The person/company should be able to deliver to the Marine Living Resource Fund street address.

7 ENQUIRIES

Department of Agriculture, forestry and fisheries
Marine Living Resources Fund
The Supply Chain Management Directorate
Private Bag X2
Roggebaai, 8012.

Or Deposited in the Bid Box situated at: Ground Floor,
Foretrust Building,
Martin Hammerschlag way
Foreshore.
Cape Town, 8001

1. Acting Director: SCM
Ms Abegail Booth
Tel (021) 402-3425
Fax (021) 402-3228
AbegailB@daff.gov.za

2. Database Administrator
Ms Megan Du-Plessis
Tel (021) 402-3063
Fax (021) 402 3228
MeaganDP@daff.gov.za
Applicants should indicate in the column above, the categories of supplies/services which they would like to be registered for, as well as the specific items under the categories, for instance:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Commodity Name)</td>
<td>(Description of supply / service)</td>
</tr>
<tr>
<td>Consultancy Service</td>
<td>Financial Management</td>
</tr>
</tbody>
</table>

NB:

1. It shall be the responsibility of the registered supplier/service provider to inform the Marine Living Resource Fund immediately in writing of any change of address, telephone and facsimile numbers and, in particular, of any changes in respect of the equity ownership by historically disadvantaged individuals (HDI Status) and the small/medium/micro enterprise (SMME) status of the business. Should a contract be awarded to a business as a result of incorrect particulars on the HDI/SMME status of that business, the Marine Living Resource Fund shall have the right to, in addition to any other remedy that it may have in terms of the Preferential Procurement Regulations (2001), cancel the contract and to claim damages.

2. The Marine Living Resource Fund reserves the right to enter into term contracts with any supplier (whether registered or not) for any category of goods or services if the frequency of procurement in the particular category warrants a term contract.

SIGNATURE OF AUTHORISED PERSON

DATE:
MARINE LIVING RESOURCES FUND
Foretrust Building, Martin Hammerschlag Way, Foreshore, Cape Town, 8001 or Private Bag X2, ROGGEBAAI, 8012 (FASCNILE NO.021-402322)

MLRF ENTITY MAINTENANCE AND CREDIT ORDER INSTRUCTION

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

<table>
<thead>
<tr>
<th>TAKE-ON</th>
<th>NEW</th>
<th>UPDATE</th>
<th>ENTITY TYPE</th>
<th>BUSINESS</th>
<th>DEPARTMENT</th>
<th>EMPLOYEE</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
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<td>Surname</td>
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<td>First Name/S</td>
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<tr>
<td>Business Name</td>
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<tr>
<td>Trading Name</td>
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<tr>
<td>Business Reg No.</td>
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<tr>
<td>VAT Registered</td>
<td>Y</td>
<td>N</td>
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<tr>
<td>VAT Registration No.</td>
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<td>ID No.</td>
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<tr>
<td>Department Name</td>
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<td>Persal No. *</td>
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</tr>
</tbody>
</table>

* For employees only

<table>
<thead>
<tr>
<th>STREET / PHYSICAL ADDRESS</th>
<th>POSTAL CODE</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>POSTAL ADDRESS</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>CONTACT DETAILS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>BUSINESS TELEPHONE No.</th>
<th>Dialling Code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>BUSINESS FACSIMILE No.</th>
<th>DIALLING CODE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NAME OF CONTACT PERSON</th>
<th>E-MAIL ADDRESS</th>
</tr>
</thead>
</table>

| CELLULAR TELEPHONE No. | |
|------------------------| |

<table>
<thead>
<tr>
<th>DETAILS OF FINANCIAL INSTITUTION FOR ELECTRONIC BANKING TRANSFERS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BANK NAME:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BRANCH NAME &amp; CITY/TOWN</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>BRANCH NUMBER/ CODE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ACCOUNT TYPE</th>
<th>CURRENT</th>
<th>SAVINGS</th>
<th>TRANSMISSION</th>
</tr>
</thead>
</table>

1/ 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.

1/ 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.

1/ 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.

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORISED PERSON</th>
<th>POSITION HELD</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRINT NAME OF AUTHORISED PERSON</td>
<td>DATE (DD/MM/YYYY):</td>
</tr>
</tbody>
</table>
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICE

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

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

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>4.1</strong></td>
<td>Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <em>audi alteram partem</em> rule was applied.)</td>
<td><strong>Yes</strong></td>
</tr>
<tr>
<td><strong>4.1.1</strong></td>
<td>If so, furnish particulars:</td>
<td></td>
</tr>
<tr>
<td><strong>4.2</strong></td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.</td>
<td><strong>Yes</strong></td>
</tr>
<tr>
<td><strong>4.2.1</strong></td>
<td>If so, furnish particulars:</td>
<td></td>
</tr>
<tr>
<td><strong>4.3</strong></td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td><strong>Yes</strong></td>
</tr>
<tr>
<td><strong>4.3.1</strong></td>
<td>If so, furnish particulars:</td>
<td></td>
</tr>
<tr>
<td><strong>4.4</strong></td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td><strong>Yes</strong></td>
</tr>
</tbody>
</table>

SBD 8
I, THE UNDERSIGNED (FULL NAME) .................................................................
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

................................................. .............................................
Signature Date

................................................. .............................................
Position Name of Bidder
DETAILS OF PERSON (S) AUTHORIZED TO ACT ON BEHALF OF THE SUPPLIER (Mandatory)

RESOLUTION OF OWNERS/DIRECTORS/MEMBERS/PARTNERS

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

............................................................................................................................................................
............................................................................................................................................................

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

Held at ............................................................................................................................................. (Place)

On..................................................................................................................................................... (Date)

RESOLVED that:

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

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

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

and who will sign as follows:............................................................................................................

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

<table>
<thead>
<tr>
<th>No</th>
<th>Name</th>
<th>Capacity</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Note:
1. Delete which is not applicable

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

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

By completing this application form, the Supplier declares that:

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

<table>
<thead>
<tr>
<th>Is there any relationship between your organization and any Marine Living Resource Fund employees?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, please specify nature of relationship and of person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family</td>
<td>Friend</td>
<td>Business Partner</td>
</tr>
<tr>
<td>Full Name</td>
<td>Full Name</td>
<td>Full Name</td>
</tr>
</tbody>
</table>

7. RETURNABLE DOCUMENTS (Certified copies are acceptable) (Compulsory)

<table>
<thead>
<tr>
<th>General:</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Documentary Proof of Firm's Registration</td>
<td></td>
<td></td>
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<tr>
<td>Vat Registration Certificate</td>
<td></td>
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<tr>
<td>Tax Clearance Certificate (Original and valid for a minimum of 12 months)</td>
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<tr>
<td>PISRA (Applicable to suppliers the security industry)</td>
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<tr>
<td>Certificate of Acceptability from Municipality (Applicable to suppliers providing Food and Catering Services)</td>
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<tr>
<td>Medical Certificate (For Disability Status)</td>
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<tr>
<td>Accreditation Certificate (Applicable to suppliers providing computer)</td>
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</tr>
<tr>
<td>List of Towns where Goods and Services can be Supplied</td>
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</tr>
<tr>
<td>Commodity Categories</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Business Profile</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Suppliers Maintenance: Banking Information Detail</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Duly authorized to sign on behalf of: ........................................ (Name of Supplier)
The undersigned who warrants that he/she is duly authorized to do so on behalf of the supplier, confirms that the contents of the application are within my personal knowledge and are to the best of my belief both true and correct.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Full Name</th>
<th>Capacity</th>
<th>Date</th>
</tr>
</thead>
</table>

COMMISSIONER OF OATHS:

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

Commissioner of Oaths: ........................................ Name: ........................................

Stamp

Signature: ........................................

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