INVITATION TO BID

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

BID NUMBER: 4.4.12.4 / MLRF 143/16  CLOSING DATE: 05/05/2017  CLOSING TIME: 11:00

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PERFORM THE INTERNAL AUDIT FUNCTION OF THE MARINE LIVING RESOURCES FUND (MLRF) FROM JULY 2017 – JUNE 2020 (THREE YEAR TERM)

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 x 2
Vlaeborg
8018

OR
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
Department of Agriculture, Forestry and Fisheries
Ground Floor
Foretrust Building
Martin Hammarschlag 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

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. It also remains the responsibility of the bidder to ensure that posted bids reach the bidding box before the closing time and date of bid.

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

CELLPHONE NUMBER

FACSIMILE 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.

5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

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)

NAME OF BIDDER: ................................................................. BID NO.: 4.4.12.4 / MLRF 143/ 16

CLOSING TIME 11:00 CLOSING DATE: 05/05/2017

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</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>(ALL APPLICABLE TAXES INCLUDED)</strong></td>
</tr>
</tbody>
</table>

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PERFORM INTERNAL AUDIT FUNCTION TO THE MARINE LIVING RESOURCES FUND (MLRF) FROM JULY 2017 – JUNE 2020 (THREE YEAR TERM)

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

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

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

4. PERSON AND POSITION

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

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

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.
5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANAGEMENT FEE</td>
<td>R.........</td>
</tr>
</tbody>
</table>

TOTAL: R...........

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

7. Estimated man-days for completion of project

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

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

*DELETE IF NOT APPLICABLE*

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Department of Agriculture, Forestry and Fisheries (MLRF)
Contact Person: Ms Ncumisa Matiwane
Tel: 021-402 3632
E-mail address: ncumisam@daff.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Sue Middleton
Tel: 021 402 3564
E-mail address: SueM@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 exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

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? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(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? YES / NO

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
2.10 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? YES/NO

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? YES/NO

2.11.1 If so, furnish particulars:

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
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 2017

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.


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

1.2
a) The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:
(a) Price; and
(b) B-BBEE Status Level of Contributor.

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 CONTRIBUTOR</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
<tr>
<td>POINTS</td>
</tr>
<tr>
<td>80</td>
</tr>
<tr>
<td>20</td>
</tr>
<tr>
<td>100</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor 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) “B-BBEE” means broad-based black economic empowerment as defined in section
1 of the Broad-Based Black Economic Empowerment Act;

(b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) "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 or services, through price quotations, advertised competitive bidding processes or proposals;

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

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) "prices" includes all applicable taxes less all unconditional discounts;

(h) "proof of B-BBEE status level of contributor" means:
   1) B-BBEE Status level certificate issued by an authorized body or person;
   2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

\[
P_{\text{80/20}} = 80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad P_{\text{90/10}} = 90 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where

\[
Ps = \text{Points scored for price of bid under consideration}
\]

\[
P_t = \text{Price of bid under consideration}
\]

\[
P_{\text{min}} = \text{Price of lowest acceptable bid}
\]

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6(2) and 7(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>
</tbody>
</table>
5. **BID DECLARATION**

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

6. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</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>
</tbody>
</table>

Non-compliant contributor | 0 | 0 |

Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. **SUB-CONTRACTING**

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

*(Tick applicable box)*

| YES | NO |

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted?

ii) The name of the subcontractor.

iii) The B-BBEE status level of the subcontractor.

iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at least 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole proprietor
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES
1. ........................................
2. ........................................

SIGNATURE(S) OF BIDDER(S)
DATE: ........................................
ADDRESS ........................................
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; 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.

<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>
</tbody>
</table>

The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

4.1.1 If so, furnish particulars:

| 4.2  | 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 (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes | No |

4.2.1 If so, furnish particulars:

| 4.3  | 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? | Yes | No |

4.3.1 If so, furnish particulars:
<table>
<thead>
<tr>
<th>4.4</th>
<th>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform or comply with the contract?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of Bidder</th>
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<tbody>
<tr>
<td></td>
<td>Js365bW</td>
</tr>
</tbody>
</table>
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids\(^1\) invited.

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).\(^2\) Collusive bidding is a pe 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

Js914w 2
Bid invitation

BID NUMBER: 4.4.12.4 / MLRF 143/16
SUBJECT: APPOINTMENT OF A SERVICE PROVIDER TO PERFORM INTER- 
INAL AUDIT FUNCTION TO THE MARINE LIVING RESOURCES 
FUND (MLRF) FROM JULY 2017 – JUNE 2020 (THREE YEAR 
TERM)

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 will be disqualified. Where applicable 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. Of-
fers 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 refer-
ence/specification must be completed and submitted together with the bidder’s re-
response to this bid:

<table>
<thead>
<tr>
<th>SBD 1</th>
<th>Invitation to bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBD 2</td>
<td>Tax Clearance Certificate Requirements</td>
</tr>
<tr>
<td>SBD 3</td>
<td>Pricing schedule</td>
</tr>
<tr>
<td>SBD 4</td>
<td>Declaration of interest</td>
</tr>
<tr>
<td>SBD 6.1</td>
<td>Preference points claim form</td>
</tr>
<tr>
<td>SBD 8</td>
<td>Declaration of bidder’s past Supply Chain Management (SCM) practices</td>
</tr>
<tr>
<td>SBD 9</td>
<td>Certificate of Independent Bid Determination</td>
</tr>
</tbody>
</table>

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 specified period or bids will 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 of 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:

Foreshore, Foretrust Building
2 Martin Hammerschlag Way
Cape Town
8000
1.17 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) are 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 Only suppliers with a team based in Cape Town for the Marine Living Resources Fund (MLRF) will be considered.

1.20 Enquiries

<table>
<thead>
<tr>
<th>Technical enquiries</th>
<th>Sue Middleton</th>
<th>Tel. 021 402 3564</th>
</tr>
</thead>
<tbody>
<tr>
<td>General SCM enquiries</td>
<td>Ncumisa Matiwane</td>
<td>Tel. 021 402 3632</td>
</tr>
</tbody>
</table>

1.21 The successful bidder must provide the services at the address as indicated in the bid documentation.
1.22 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 department 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 of 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/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 and the functionality requirement as outlined in the Terms of Reference 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. BIDS
All completed documentation must be returned to the Department of Agriculture, Forestry and Fisheries at 11:00 on 05th May 2017. All documents must be deposited in the Tender/Bid box situated at: Department of Agriculture, Forestry and Fisheries, Ground Floor, Foretrust Building, Martin Hammerschlag Way, Foreshore, Cape Town, 8001.

One(1) original and three (3) hard copies of the bid must be submitted.

10. Late bids will not be considered. The bid box shall be locked at exactly 11:00. The closing time will be in accordance with Telkom time.

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.

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

Bids may be rejected or cancelled for any of the following reasons:

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

12.2 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.

12.3 Bids may be cancelled based on the following

(i) funds are not available
(ii) no acceptable bids received
(iii) goods/services are no longer required; and
(iv) incorrect/amendments to specifications
**1. GENERAL REQUIREMENTS**

The Service Provider should be able to perform the following functions:

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>The development of an internal audit three year plan and a detailed annual plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>To facilitate Risk Assessments and review Risk Management processes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>To perform Fraud Prevention Assessments and review Fraud Management processes.</td>
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<td></td>
</tr>
<tr>
<td>1.4</td>
<td>To conduct internal audit fieldwork and reviews.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>To review the governance, security, reliability, integrity, flow, and management of information systems including, but not limited to:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5a</td>
<td>a) Review of reconciliation processes for key fisheries (MAST and Oracle);</td>
<td></td>
<td></td>
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<tr>
<td>1.5b</td>
<td>b) Review data and documentation management and archiving policies and procedures.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Review of Performance Information with respect to:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6a</td>
<td>a) The development of key performance objectives, indicators and targets prior to the tabling of the MLRF Strategic Plan/Annual Performance Plan (APP) to Parliament;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6b</td>
<td>b) Audit Performance Information, quarterly and annually.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Auditing of donor funding.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.8</td>
<td>Review of Supply Chain Management Systems and Procedures.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1.9 Application and permitting reviews of MAST and Oracle.

1.10 Forensic Investigations upon request.

1.11 Participate in, and report at Audit Committee Meetings.

1.12 Participate in, and provide reports for monthly management meetings.

1.13 Liaise with the Auditor-General and attend Audit Steering Committee Meetings.


   b) Conduct Financial Discipline reviews.

1.15 Provision of overall internal audit project management.

1.16 Additional focus areas:

   a) Auditing function of the Working for Fisheries Programme.

1.17 Conduct Risk-based and compliance audits within the audit universe of the MLRF

2. The Bidder's Proposal should contain:

2.1 Compliance with the requirements as set out in the scope of work (Terms of Reference).

2.2 Bidder's understanding of the brief.

2.3 Bidder's audit methodology on how the Bidder intends to achieve the objectives of the MLRF over the contract period of three (3) years.

2.4 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.

2.5 Experience in similar fields and record of achievements. Relevant experience of the company and a list of at least three internal audit assignments of not less than 1 year each (include contactable references).

   The name of the company, nature of contract and contact details must be submitted as part of the bid.

   The successful Bidder must guarantee the presence of the senior staff in charge of the project throughout the duration of the contract.
### 2.6 List of partners, managers and specialists with the Curriculum Vitae (CVs) of the team who will be available for the duration of the assignment.

### 2.7 Certified copies of academic qualifications and Identity Documents of officials who will be available for the duration of work.

### 2.8 Proof of registration/accreditation of personnel with relevant institutions.

### 2.9 Certified Company registration documents.

### 2.10 Company profile. Profile should include the following information:

- **Company background:** Date established; names of directors and affiliation to groups.

- **Infrastructure:** Physical address of main office and list of other branch offices.

- Only bidders with a team for MLRF based in Cape Town will be considered.

- A separate company profile must be submitted in cases where consortiums/joint-ventures/sub-contracts are involved.

### 2.11 A comprehensive budget (inclusive of VAT), showing the service activities proposed, with charge-out rates and budgeted hours per activity, detailing all assumptions made in arriving at the proposed budget.

### 3. CHECKLIST

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Bidders must ensure that all relevant documentation is completed in full and signed before submission.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i)</td>
<td>Terms of Reference.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td>SBD 1 form.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(iii)</td>
<td>SBD 2 form (valid Tax Clearance Certificate).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(iv)</td>
<td>SBD 3 form.</td>
<td></td>
<td></td>
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<tr>
<td>(V)</td>
<td>SBD 4 form.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(vi)</td>
<td>SBD 6.1 form.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(vii)</td>
<td>SBD 8 form.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(viii)</td>
<td>SBD 9 form.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ix)</td>
<td>Supplier Maintenance Form (only applicable if the...</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Department is not in possession of valid banking details for the Bidder.

(x) Company registration document.

(xi) Certified Copies of ID documents for Directors.

(xii) Certified B-BBEE Certificate.

(xiii) Bid Proposal.

(xv) Budget.

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 BIDDER: ________________________________

NAME OF COMPANY: ________________________________

DATE: ______________________

CONFIDENTIAL

TERMS OF REFERENCE FOR BID: 4.4.12.4 / MLRF 143/16 FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PERFORM THE INTERNAL AUDIT FUNCTION OF THE MARINE LIVING RESOURCES FUND (MLRF) FROM JULY 2017 – JUNE 2020 (THREE YEAR TERM)
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
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27. Settlement of disputes
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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 anything 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.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
| 7. Performance security | 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.  
7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.  
7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:  
(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or  
(b) a cashier's or certified cheque  
7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC. |

| 8. Inspections, tests and analyses | 8.1 All pre-bidding testing will be for the account of the bidder.  
8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.  
8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.  
8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.  
8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.  
8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.  
8.7 Any contract supplies may on or after delivery be inspected, tested or
analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
performance or supervision or maintenance and/or repair of
the supplied goods, for a period of time agreed by the parties,
provided that this service shall not relieve the supplier of any
warranty obligations under this contract; and

(e) training of the purchaser’s personnel, at the supplier’s plant
and/or on-site, in assembly, start-up, operation,
maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

(b) in the event of termination of production of the spare parts:
   (i) Advance notification to the purchaser of the pending
       termination, in sufficient time to permit the purchaser to
       procure needed requirements; and
   (ii) following such termination, furnishing at no cost to the
       purchaser, the blueprints, drawings, and specifications of the
       spare parts, if requested.

15. Warranty

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

24.1 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
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.

1. DETAILS OF APPLICANT
   New .....................................AMENDMENT.............................................

1. NAME OF COMPANY

2. INCOME TAX REGISTRATION NUMBER

3. INCOME TAX CERTIFICATE EXPIRY DATE

4. INCOME TAX CERTIFICATE APPROVED DATE

5. VAT REGISTRATION NUMBER

6. COMPANY REGISTRATION NUMBER (copy of registration to be attached)

7. POSTAL ADDRESS

Code
8. STREET ADDRESS

9. Web address:

10. E-Mail Address:

11. Telephone Number:

12. Fax Number:

13. Toll Free Number:
   (if applicable)

14. Number of full time employees:

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

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<td>Public Company(Ltd)</td>
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<td>Private Company(Pty)Ltd</td>
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<td>Close Corporation(cc)</td>
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<td>11</td>
<td>Section 21 Company</td>
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<td>12</td>
<td>Government/Parastatals</td>
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16 CONTACT PERSON DETAILS: (Complete for at least two Persons-Preferably Management) (Compulsory)

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<td>1</td>
<td>Contact Name:</td>
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<td>Receiver of contracts):</td>
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17. ANNUAL TURNOVER per annum

R
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>
<th>Women</th>
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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
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.
- 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 assessor, 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>
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</tbody>
</table>

"Commodities" 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:

Category: Consultancy Service
Item: Financial Management

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 (FACSIMILE NO. 021-4023228)

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>
</table>

**FROM:** CREDITOR / ENTITY (DETAILS)

- TITLE
- SURNAME
- FIRST NAME/S
- BUSINESS NAME
- TRADING NAME
- BUSINESS REG No.
- VAT REGISTERED
- VAT REGISTRATION NO.
- ID No.
- DEPARTMENT NAME
- PERSAL NO. *

* For employees only

**CONTACT DETAILS**

- STREET / PHYSICAL ADDRESS
- POSTAL ADDRESS

**BUSINESS TELEPHONE No.**

**BUSINESS FACSIMILE No.**

**NAME OF CONTACT PERSON**

**E-MAIL ADDRESS**

**CELLULAR TELEPHONE No.**

**DETAILS OF FINANCIAL INSTITUTION FOR ELECTRONIC BANKING TRANSFERS:**

- BANK NAME:
- BRANCH NAME & CITY/TOWN
- BRANCH NUMBER/CODE
- ACCOUNT NUMBER
- ACCOUNT TYPE CURRENT SAVINGS TRANSMISSION

**BANK DATE STAMP (COMPULSORY)**

I / We hereby request, instruct and authorise you to pay any amounts which may accrue to me / us to the credit of my / our account with the abovementioned bank.

I / We understand that the credit transfers hereby authorised will be processed electronically through a system known as the "ACB ELECTRONIC FUNDS TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank. Details of each payment will be printed on my/our bank statement or any accompanying voucher.

I / We understand that a payment advice will be supplied by the Marine Living Resource Fund in the normal way, and that it will indicate the date on which funds will be available in my / our account.

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

**SIGNATURE OF AUTHORIZED PERSON**

**POSITION HELD**

**PRINT NAME OF AUTHORIZED PERSON**

**DATE** (DD/MM/YYYY):
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.

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

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>
<td></td>
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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
DECLARATION

By completing this application form, the Supplier declares that:

1. All the information supplied in this application is true and correct.
2. The Supplier will, without protest submit itself to the procedures instituted by the Marine Living Resource Fund.
3. The Supplier will, if requested to do so supply further information and documentary evidence for scrutiny.
4. The Supplier will update their registration particular 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>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>
<td></td>
</tr>
<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>
<td></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>
<td></td>
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</tr>
<tr>
<td>Commodity Categories</td>
<td></td>
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<tr>
<td>Business Profile</td>
<td></td>
<td></td>
<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.