INVITATION TO QUOTE

QUOTE REFERENCE : Q-011/13-14

APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE A RESOURCE ASSESSMENT FOR ALOE FEROX.
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

**NAME OF BIDDER:** ………………………………………………………………………………………Quotation No: Q-011/13-14…….

**CLOSING TIME** 11:00

**CLOSING DATE…**16-09-2013……

**OFFER TO BE VALID FOR …90……DAYS FROM THE CLOSING DATE OF QUOTATION.**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Appointment of a service provider to undertake a resource assessment for Aloe ferox <strong>(ALL APPLICABLE TAXES INCLUDED)</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

4. PERSON AND POSITION

<table>
<thead>
<tr>
<th>PERSON AND POSITION</th>
<th>HOURLY RATE</th>
<th>DAILY RATE</th>
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<tbody>
<tr>
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<td>R-----------</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>PHASE</th>
<th>COST PER PHASE</th>
<th>MAN-DAYS TO BE SPENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>R--------------</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
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</table>

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

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

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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<td>TOTAL:</td>
<td></td>
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</tbody>
</table>

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*
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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, shareholder²): ....................................

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.

¹"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.

²"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
2.9.1 If so, furnish particulars.
...........................................................................................................................................
...........................................................................................................................................
...........................................................................................................................................

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

2.10.1 If so, furnish particulars.
...........................................................................................................................................
...........................................................................................................................................
...........................................................................................................................................

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

2.11.1 If so, furnish particulars:
...........................................................................................................................................
...........................................................................................................................................
...........................................................................................................................................

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

<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>
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</table>
4 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
This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

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

### 1. GENERAL CONDITIONS

**1.1** The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

**1.2** The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the…………………system shall be applicable.

**1.3** Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

**1.3.1** The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.3.1.1</strong></td>
<td><strong>PRICE</strong></td>
</tr>
<tr>
<td>POINTS</td>
<td>80……….</td>
</tr>
<tr>
<td><strong>1.3.1.2</strong></td>
<td><strong>B-BBEE STATUS LEVEL OF CONTRIBUTION</strong></td>
</tr>
<tr>
<td>POINTS</td>
<td>20……….</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

**1.4** Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

**1.5.** 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

**2.1** “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

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

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

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

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

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; and

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.

3. ADJUDICATION USING A POINT SYSTEM
3.1 The bidder obtaining the highest number of total points will be awarded the contract.

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

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

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

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

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

4. POINTS AWARDED FOR PRICE

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

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

\[ P_s = 80 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \]  
\[ P_s = 90 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where

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

5. Points awarded for B-BBEE Status Level of Contribution

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

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
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<tr>
<td>3</td>
<td>8</td>
<td>16</td>
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<tr>
<td>4</td>
<td>5</td>
<td>12</td>
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</tbody>
</table>
5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

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

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

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTIONclaimed in terms of paragraphs 1.3.1.2 and 5.1

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

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

8 SUB-CONTRACTING
8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:
(i) what percentage of the contract will be subcontracted? ................................................%  
(ii) the name of the sub-contractor? ........................................................................................
(iii) the B-BBEE status level of the sub-contractor? .................................................................  
(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

9.3 Company registration number ....................................................  

9.4 TYPE OF COMPANY/ FIRM

□ Partnership/Joint Venture / Consortium
□ One person business/sole propriety
□ Close corporation
□ Company
□ (Pty) Limited  [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
...................................................................................................................................................
...................................................................................................................................................
...................................................................................................................................................

9.6 COMPANY CLASSIFICATION

□ Manufacturer
□ Supplier  
□ Professional service provider
□ Other service providers, e.g. transporter, etc.  [TICK APPLICABLE BOX]

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

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

(i) The information furnished is true and correct;  
(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.  
(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;  
(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent
basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution

WITNESSES:

1. ........................................

........................................
SIGNATURE(S) OF BIDDER(S)

2. ........................................

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). The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
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<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
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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 (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
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<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
4.4.1 If so, furnish particulars:

CERTIFICATION

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

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

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

........................................... ...........................................
Position                          Name of Bidder
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ 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 \textit{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 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
GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
### TABLE OF CLAUSES

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

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
RSA.

1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance 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, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of
the supplied goods, for a period of time agreed by the parties,
provided that this service shall not relieve the supplier of any
warranty obligations under this contract; and
(e) training of the purchaser’s personnel, at the supplier’s plant
and/or on-site, in assembly, start-up, operation,
maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier’s performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working
days of such imposition, furnish the National Treasury, with the
following information:
(i) the name and address of the supplier and / or person restricted by the 
purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping 
and countervailing 
duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
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.
SUPPLIER REGISTRATION FORM 2013/2014

INVITATION FOR PROSPECTIVE SERVICE PROVIDERS TO REGISTER ON THE DEPARTMENTAL DATABASE OF SUPPLIERS FOR GOODS AND SERVICES FOR THE COMMODITIES THAT ARE LISTED ON PAGE 6 OF THE APPLICATION FORM. ANY APPLICATION FOR A COMMODITY NOT LISTED AS INDICATED WILL NOT BE ACCEPTABLE. 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: Applications without the required documentation will not be accepted for registration

IMPORTANT NOTES

• **Business Opportunities** – Please note that Registration on the Department of Environmental Affairs Supplier Database does not guarantee business opportunities. All procurement will be subject to the procurement and tender policy of the Department and applicable legislation.

• **Mandatory fields** – Certain fields and documentation are mandatory to certain business types. Please ensure that all fields which are mandatory to your business type have been completed failure to which the application won’t be processed. If a field is not applicable to your business type clearly mark it as N/A. (Not Applicable)

• **Required documentation** – Please refer to the Document Requirement Checklist to determine the mandatory supporting documentation required by your business type. Please ensure that all copies of Mandatory documents (certified copies, where applicable) are attached, Failure to which the application won’t be processed.

• **Completion of Questions** – Please answer all questions, as incomplete forms will not be processed. Clearly Mark with an X, to state Yes, No or N/A to the questions asked.

• **Certified Documents** – Please ensure that a Commissioner of Oaths has certified your Company Registration Document, Tax Clearance Certificate and other required documents.

• **Processing of Registration Forms** – Your completed Registration Form will be processed, and, once verified, will be captured as an approved supplier on the department's database. Suppliers will be notified in writing whether the application was approved or not.

• **Amendments** – Please notify the department immediately of any changes to the verified information submitted.

• **Completion of forms** – Forms that are not legible or incomplete will not be processed on the database.

• **Verification** – verification of the information supplied will be performed against third party sources such as SARS, DTI, CIDB, etc. The Department of Environmental Affairs reserves the right to request additional information or documentation regarding this Registration form and request to conduct vetting and an audit when necessary.

• **Queries** – Should you have any queries or if you require assistance in completing the registration form, please contact the department’s Supply Chain Management (SCM) on the contacts appended below.

• **Payment(s)** – Payment(s) will be made within 30 days from receipt of an original invoice received at Supply Chain Management practitioners. Furthermore, the Department will not be liable for any late payments as a result of change of banking details by the supplier without formal prior notification to the Department.

• **Registration Outcome** – Suppliers are advised to contact the Department of Environmental Affairs regarding the outcome of the registration thirty (30) days after submitting the registration form.

• **Vetting** – Suppliers will be subject to the verification and vetting with SARS, CIPRO, SANAS (IRBA) and National Treasury
1. DETAILS OF APPLICANT

1.1 NAME OF COMPANY

1.2 INCOME TAX REGISTRATION NUMBER

1.3 VAT REGISTRATION NUMBER

1.4 COMPANY REGISTRATION NUMBER (copy of registration to be attached)

Please √ the relevant box

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

1.5 POSTAL ADDRESS (compulsory)

1.6 ANNUAL TURNOVER per annum R
INSTRUCTIONS AND DEFINITIONS

2. GENERAL DEFINITIONS

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

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

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

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

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

2.6 “Specific contract participation goals” means the goals as stipulated in the Preferential Procurement Regulations 2001. 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 into 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 Department. Applicants should indicate this on page 5 of the application.

3. SHAREHOLDING STATUS AND GROUPING DETAILS

3.1 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and Ownership, as relevant.

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

Main Contact person in your organization:

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Position:</td>
<td></td>
</tr>
<tr>
<td>Cellphone number:</td>
<td></td>
</tr>
<tr>
<td>Fax number:</td>
<td></td>
</tr>
<tr>
<td>Email address:</td>
<td></td>
</tr>
</tbody>
</table>

Contact person responsible for sales in your organization:

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Position:</td>
<td></td>
</tr>
<tr>
<td>Cellphone number:</td>
<td></td>
</tr>
<tr>
<td>Fax number:</td>
<td></td>
</tr>
<tr>
<td>Email address:</td>
<td></td>
</tr>
</tbody>
</table>

Points awarded for B-BBEE Status Level of Contribution

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

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

Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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.

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

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract.

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

It should be noted that Department of Environmental Affairs reserves the right to accept or reject any application without being obliged to give any reasons.

A maximum of **FOUR** commodities must be reflected on the application form. Reflecting more than four commodities will nullify the application.

4. **BUSINESS ACTIVITIES**

4.1 **LIST OF COMMODITY: PLEASE TICK WITH AN “X” ON THE RELEVANT OR APPROPRIATE COMMODITY**

- ACCOMMODATION (HOTELS, LODGES, GUEST HOUSES AND RESORTS)
- APPLICATION DEVELOPERS
- AUDIO RECORDING EQUIPMENT
- BATTERY SUPPLIERS (LAPTOPS etc)
- BLASTING AND COATING
- BOAT MAINTENANCE
- BUILDING MAINTENANCE (ELECTRICAL, PLUMBING)
- CHEMICAL ANALYSES AND RELATED SERVICES (SANAS ACCREDITED LABORATORIES)
- CLEANING MATERIAL
- CLEANING SERVICES (STEAM CLEANING OF CURTAINS)
- CLEARING OF ALIEN PLANTS
- EXECUTIVE COACHING (ATTACH PROFILES OF COACHES)
- COMMUNICATION SPECIALIST (WRITING AND PRODUCING INFORMATION)
- COMPUTER APPLICATIONS TRAINING (MICROSOFT OFFICE, etc.)
- COMPUTER CONSUMABLES
- CROWD SOURCING
- DANGEROUS ANIMAL AWARENESS
- DATABASE SPECIALISTS
- DESIGNERS OF POSTERS AND PROMOTIONAL ITEMS
- DIGITAL CAMERA
- ECONOMIC IMPACT ASSESSMENT
- ELECTRICAL SUPPLIERS (MUST BE REGISTERED WITH ELECTRICAL BOARD)
- ENTERTAINERS (DANCERS, MUSICIANS, POETS, CRAFTSPERSON, etc.)
- ENVIRONMENTAL SPECIALISTS, RESEARCHERS AND RELATED SERVICES
- EXHIBITION STANDS
- FIRST AID TRAINING
- FINANCIAL AUDITING AND FORENSIC AUDITING
- FORKLIFT RENTAL AND MATERIAL HANDLING
- FURNITURE REMOVALS AND TRANSPORT
- GEOSPATIAL DATA INFORMATION
- HARBOUR REPAIR WORK
- HARDWARE EQUIPMENT (CHAINSAW, TOOLS, etc.)
- HEALTH AND SAFETY AUDITS
○ HEALTH SPORTS AND FITNESS TRAINERS
○ HUMAN RESOURCES ANALYSIS OF NEEDS IN ENVIRONMENTAL SECTOR
○ HIRE OF BUSES
○ HIRE OF MARQUEES, TENTS AND CHAIRS
○ IMPORTER AND DISTRIBUTORS
○ JOURNAL/NEWSPAPERS SUBSCRIPTIONS, BOOKS (PUBLISHED BY SOUTH AFRICAN AND OVERSEAS PUBLISHERS)
○ LABOUR SAVING DEVICES
○ LAND SURVEYORS AND RELATED SERVICES
○ LANGUAGE INTERPRETERS (TRANSLATORS, TRANSCRIPTION ETC)
○ LANGUAGE PRACTITIONERS
○ LOCK SMITH
○ MARINE SAFETY EQUIPMENT AND FLARES
○ MEDIA ANALYSIS, MONITORING AND ANY RELATED SERVICES
○ MEDICAL EXAMINATION
○ MOBILE OFFICES (RENTAL)
○ MOTIVATIONAL SPEAKERS
○ OFFICE EQUIPMENT
○ OFFICE FURNITURE
○ OFFICE PARTITIONING
○ OFFICE STATIONERY
○ OXYGEN SUPPLIERS
○ PANEL BEATING
○ PEST CONTROL
○ PHARMACEUTICALS
○ PRINTING, LAYOUT AND DESIGN (ATTACH PREVIOUS WORK DONE AND REFERENCES)
○ PROFESSIONAL GEO SPATIAL INFORMATION
○ PROFESSIONAL GIS SERVICES
○ PROFESSIONAL SERVICES GIS DATABASE DEVELOPMENT
○ PROFESSIONAL SURVEYORS
○ PROJECT PLANNING FACILITATION AND RELATED SERVICES
○ PROMOTIONAL ITEMS (GIFTS, BAGS, T-SHIRTS ETC) ATTACH PREVIOUS WORK
○ PROTECTIVE CLOTHING
○ PROFESSIONAL SERVICES; FINANCIAL, AUDITING
○ SKILLS TRAINING (SAQA ACCREDITED)
○ SOIL SURVEYORS/ WETLAND DELINEATIONS
○ STEEL FABRICATION
○ SUPPLIERS OF AIRCRAFT AND HELICOPTERS
○ SYSTEM ANALYSTS
○ SYSTEM ARCHITECTS
○ SYSTEM DEVELOPMENT AND MAINTENANCE
○ SYSTEM ENGINEERS
○ TEAM BUILDING FACILITIES AND FACILITATORS
○ TOOLS AND EQUIPMENT
○ TROLLEY BAGS
○ VEHICLE SAFETY
○ WASTE MANAGEMENT AND ANY RELATED SERVICES
○ WORKING FOR LAND INTERPRETERS FOR PORTUGES,FRENCH,SPANISH

NB: Should you be registered for any specialized services, kindly attach the necessary certificate from the relevant accreditation institutions.
5. **PROVINCES WHERE GOODS / SERVICE CAN BE PROVIDED:** (Mark with X) *(Mandatory)*

<table>
<thead>
<tr>
<th>Province</th>
<th>Province</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western Cape</td>
<td>Gauteng</td>
</tr>
<tr>
<td>Eastern Cape</td>
<td>North West</td>
</tr>
<tr>
<td>Free State</td>
<td>Limpopo</td>
</tr>
<tr>
<td>Northern Cape</td>
<td>Mpumalanga</td>
</tr>
<tr>
<td>Kwa-Zulu Natal</td>
<td></td>
</tr>
</tbody>
</table>

6. **INDICATE WHETHER THE FOLLOWING MANDATORY DOCUMENTS ARE ATTACHED/SUBMITTED:** *(Mandatory)*

<table>
<thead>
<tr>
<th>General:</th>
<th>(Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Original Valid Tax Clearance Certificate</td>
<td></td>
</tr>
<tr>
<td>2 Company Registration certificate (CIPC)</td>
<td></td>
</tr>
<tr>
<td>3 BAS Entity Form, Stamped by the bank (Attach bank letter and/or bank statement)</td>
<td></td>
</tr>
<tr>
<td>4 Original Valid BEE Rating Certificate (Not compulsory)</td>
<td></td>
</tr>
<tr>
<td>5 Company Owners and Share certificates, certified ID’s and agreements</td>
<td></td>
</tr>
<tr>
<td>6 Completed list of Commodities</td>
<td></td>
</tr>
</tbody>
</table>

*Documentary proof or all of the above are required to ensure successful registration on the Supplier Database. Please indicate which of the following documents are attached. In the event of a document not being required please tick the N/A box.*

**NB:** Suppliers who does not attach the above compulsory documents will be automatically rejected.

**Declaration:**

By completing this application form, the Firm declares that:

- It agrees to conform to the requirements of the Supplier Register as set out in this document.
- The Firm agrees to abide by the Procurement Policy.
- All the information supplied in this application is true and correct.
- The firm will, without protest, submit itself to procedures instituted by the department of Environmental Affairs.
- The Firm will, if requested to do so, supply further information and documentary evidence for scrutiny.
- The Firm will update their registration particulars whenever a significant change in their details occur and, in any event, at intervals of two years.

**Duly authorized to sign on behalf of:** ______________________________________________________________

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
<th>Capacity</th>
<th>Date</th>
</tr>
</thead>
</table>
9. ENQUIRIES

For any enquires regarding registration process (Gauteng, North West, Mpumalanga, Free State and Limpopo provinces), please contact our office as follows:

Postal Address:  
Department of Environmental Affairs,  
Private Bag X447  
Pretoria  
0001

Physical Address:  
Corner Van Der Walt and Pretorius Street,  
Fedsure Forum Building, First Floor, Information Centre  
Pretoria  
0002

Mr. T Matheane  
(012) 395-1708  
tmatheane@environment.gov.za

Mr. S Ngomane  
Tel (012) 310 3185  
sngomane@environment.gov.za

For any enquires regarding registration process (Western Cape, Northern Cape, Eastern Cape and Kwa-Zulu Natal) provinces, please contact our office as follows:

Postal Address:  
Department of Environmental Affairs,  
East Pier Building  
V & A Waterfront  
Private Bag X52126  
Cape Town  
8002

Physical Address:  
Department of Environmental Affairs,  
East Pier Building  
East Pier  
V & A Waterfront,  
Cape Town  
8002

Ms. A Charlie  
(021) 405 9406  
acharlie@environment.gov.za

Ms. S Hercules  
Tel (021) 819 2517  
shercules@environment.gov.za
NB:

1. It remains the responsibility of the registered supplier/service provider to inform the Department immediately in writing of any change of address, banking details, 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.

2. Should a contract be awarded to a business as a result of incorrect particulars on the HDI/SMME status of that business, the Department 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.

3. The Department 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.

4. It remains the responsibility of the registered supplier to provide the Department with the latest original valid BEE and Tax Clearance Certificate after 12 months calendar year.

5. The Department will require the supplier upon request for a quotation, to complete the Standard Bidding Documents (SBD 9 and SBD 4) respectively to comply with National Treasury Practice notes.

SIGNATURE OF AUTHORIZED PERSON

PRINT NAME: _______________________
DATE: __________________________
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 database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied.)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></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 (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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, shareholder²): ..................................

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.

¹"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.

²"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 YES / NO

13
presently employed by the state?

2.7.1 If so, furnish the following particulars:

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

Any other particulars:
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

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

2.9.1 If so, furnish particulars.
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between

YES/NO
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

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

2.11.1 If so, furnish particulars:

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

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<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Persal</th>
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4 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
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes¹ 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 QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

________________________________________________________________________

(Quote Number and Description)

in response to the invitation for the quote 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 consortium³ 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
**The Director General**

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

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as “ACB - Electronic Fund Transfer Service”, and I/we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.

Please ensure information is validate as per required bank screens.

I/We understand that bank details provided should be exactly as per record held by the banks.

I/We understand that the Department will not held liable for any delayed payments as a result of incorrect information supplied.

### Company / Personal Details

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<th>Field</th>
<th>Description</th>
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<tr>
<td>Registered Name</td>
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<td>Trading Name</td>
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<td>Tax Number</td>
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<td>Surname</td>
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<td>Persal No</td>
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### Address Detail

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<tr>
<th>Field</th>
<th>Description</th>
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<td>Address</td>
<td>(Compulsory if Supplier)</td>
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<td>Postal Code</td>
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### New Detail

- [ ] New Supplier information
- [ ] Update Supplier information

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<tr>
<th>Field</th>
<th>Description</th>
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<tbody>
<tr>
<td>Supplier Type:</td>
<td>Individual Company Department Trust</td>
</tr>
<tr>
<td></td>
<td>CC Other (Specify)</td>
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<tr>
<td>Department Number</td>
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</table>
## Supplier Account Details (To be Verified by the bank)

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

### Account Name

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<th>Branch Number</th>
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### Bank screen info

ABSA-CIF screen

FNB-Hogans system on the CIS4/CUPR

STD Bank-Look-up-screen

Nedbank- Banking Platform under the Client Details Tab

### Account Type

- [ ] Cheque Account
- [ ] Savings Account
- [ ] Transmission Account
- [ ] Bond Account
- [ ] Other (Please Specify)

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<th>Company Registration Number</th>
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*CC Registration

*Please include CC/CK where applicable

### Supplier Contact Details

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<th>Business</th>
<th>Area Code</th>
<th>Telephone Number</th>
<th>Extension</th>
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<th>Home</th>
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<th>Area Code</th>
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<th>Contact Person:</th>
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### Supplier Signature

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**NB:** All relevant fields must be completed
TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE A RESOURCE ASSESSMENT ON ALOE FEROX ABUNDANCE IN SOUTH AFRICA

PART ONE: TERMS OF REFERENCE

1. REQUEST FOR QUOTATION (RFQ) / BACKGROUND

Aloe ferox, commonly known in South Africa as Cape Aloe, Bitter Aloe, Red Aloe or Tap Aloe, is one of the most frequently used indigenous biological resources. Aloe ferox is distributed throughout the Western Cape, Eastern Cape, Free State and KwaZulu-Natal Provinces of South Africa. Aloe ferox is listed on Appendix II of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) to control trade in order to avoid over utilisation and local extinctions. The traditional exudate harvesting and preparation methods continue to be practised with few contemporary adjustments. The bulk of commercially harvested A. ferox is for the export market, with very little secondary or tertiary processing in South Africa itself.

Indigenous biological resources are managed and conserved in South Africa through the National Environmental Management Biodiversity Act, 2004 (Act no. 10 of 2004) (NEMBA). This Act provides for among other for the management and conservation of South African biodiversity; the protection of species and ecosystems that warrant national protection; the sustainable use of indigenous biological resources; and the fair and equitable sharing of benefits arising from bioprospecting involving indigenous biological resources. The National Environmental Management Biodiversity Act is supported by secondary legislation, including Regulations on CITES; Threatened or Protected Species, and Bioprospecting, Access and Benefit Sharing.

The Department of Environmental Affairs is responsible for the implementation of the National Environmental Management Biodiversity Act. The legal obligations under NEMBA require that the continued utilization of Aloe ferox be monitored to ensure that the resource is utilized sustainably and that its existence is not threatened by over exploitation.
Purpose of the RFQ

1.1. The objective of this Request for Quotation (RFQ) is to appoint a suitable independent Service Provider/s that can support the Department of Environmental Affairs (DEA) to undertake a botanical survey and resource assessment on the distribution and utilization of *Aloe ferox* in South Africa; and to provide recommendations on sustainable off-take quotas for *A. ferox*.

2. **SCOPE AND EXTENT OF WORK / DELIVERABLES**

The role of the Service Provider/s is to assist the Department of Environmental Affairs with the undertaking of a botanical survey and resource assessment of *Aloe ferox* in South Africa through the following activities:

2.1. Identify and map areas where *A. ferox* occur based on literature review and other existing distribution information.

2.2. Conduct a botanical survey to determine the relative abundance of *A. ferox* in the areas of occurrence.

2.3. Determine the percentage of occurrence of *A. ferox* in conservation areas.

2.4. Determine the frequency and quantity of harvesting in different areas of its distribution range based on information from current bioprospecting permit holders; bioprospecting permit applicants; and other known users.

2.5. Determine the extent of cultivation and the contribution of cultivated material to the market offering.

2.6. The report should include discussion on the sustainability of current utilization; and the local and range-wide significance of current utilization levels on the integrity of plant populations; and provide recommendations on sustainable off-take quotas for areas of occurrence.

2.7. The report should contain all cited references and persons contacted in the resource assessment.

2.8. Process and analyse the desktop and field data to provide a written report and maps. The maps should indicate at least the following: areas of occurrence, abundance and utilization.

2.9. Provide the final report in the following formats:

2.9.1. One printed and bound hardcopy produced in line with the branding guidelines of the DEA

2.9.2. PDF

2.9.3. MS-Word

2.10. Provide the maps in the following formats:

2.10.1. Two sets of printed map(s) on A2

2.10.2. PDF

2.10.3. Vector data: ESRI shape file and / or filegeodatabase on compact disk / memory stick

2.11. Submit bi-weekly progress reports for the duration of the project
2.12. Attend a project inception meeting, 3 monthly project progress meetings, 1 pen-ultimate project meeting and a project closure meeting at the premises of the Department

2.13. Give a presentation of the draft final report to the Programme Manager at the pen-ultimate project meeting

2.14. Submit the final draft report to the Programme Manager for perusal and comment, and incorporate amendments as required by the Programme Manager to the final draft report prior to submission of the final report.

2.15. Give a presentation of the final report to the Programme Manager at the project closure meeting.

3. PROJECT TIMEFRAME

3.1 All work is to be carried out in a period not exceeding (3) months.

4. PERFORMANCE MEASURES

4.1. The appointed service provider will be required to sign a service level agreement (SLA) with the DEA before any work may commence.

4.2. The service level agreement should be concluded and signed as soon as possible after awarding of the bid. The successful bidder will be required to start the project immediately on final signature of the service level agreement.

4.3. The performance measures for the delivery of the botanical survey and resource assessment of *Aloe ferox* in South Africa will be closely monitored by the DEA Programme Manager.

4.4. The General Conditions of Contract (GCC) as provided for by National Treasury will be applicable.

5. REPORTING

5.1. The Service Provider/s will submit bi-weekly progress reports to the Programme Manager for the duration of the project.

5.2. Failure to deliver on time may result in penalties as provided for in the General Conditions of Contract.

6. CONTINUITY AND PROFILE OF SENIOR STAFF ON THE PROJECT

6.1. The Service Provider/s must guarantee the presence of the senior consultant in charge of the project throughout the duration of the contract. If the senior consultant has to leave the project, the service provider will be responsible to replace the consultant with a consultant of similar experience and expertise to finalise the project.
7. CONDITIONS OF BID

7.1. Bids will be subject to the following Supply Chain Management conditions:

7.1.1. The Preferential Procurement Regulations, 2011 issued in terms of section 5 of the Preferential Procurement Policy Framework Act (Act No 5 of 2000), aligned with the aims of the Broad Based Black Economic Empowerment Act and its Codes of Good Practice.

7.1.2. In accordance with this Act, submissions will be adjudicated in two stages: firstly, on functionality which must be done in terms of the evaluation criteria indicated in section 13 and the minimum threshold referred to in paragraph 8.11 below. A bid must be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation and secondly, only the qualifying bids will be evaluated in terms of the 80/20 preference points systems, where the 80 points will be used for price only and the 20 points will be awarded in terms of the of the B-BBEE Contributor level as per the B-BBEE Verification Certificate submitted by the service provider.

7.2. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate before the Adjudication Committee will result in the invalidation of the bid.

7.2.1. In bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate Tax Clearance Certificate before the Adjudication Committee. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid.

7.2.2. Certified copies of the Tax Clearance Certificate(s) will not be acceptable.

8. SPECIAL CONDITIONS

8.1. The DEA reserves the right not to award the contract.

8.2. The proposal should include, amongst other, the following:

8.2.1. The proposed methodology for undertaking the botanical survey, resource assessment, mapping, analysis of the data and formulation of recommendations.

8.2.2. The proposed time frame for undertaking the botanical survey, resource assessment analysis and compiling of the report.

8.2.3. A ceiling price budget with all disbursement costs incorporated, as well as VAT.

8.2.4. A list of references to which services were successfully rendered.

8.2.5. Ability to ensure continuing of staff on the project.
8.2.6. The Curriculum Vitae of the staff who will be available for the duration of the work must be submitted with the bid.

8.3. The principle botanist / ecologist for the project must be registered under the Natural Scientific Professions Act, 2003 (Act no. 27 of 2003).

8.4. The Service Provider/s must submit bi-weekly progress reports to the Programme Manager for the duration of the project.

8.5. The intellectual property of the information gather for the report will belong to the DEA. Copyright of the report is therefore vested in the DEA.

8.6. The bid should provide a maximum ceiling price with all disbursement costs and VAT included. Disbursement costs should include costs for traveling, accommodation and any equipment to be utilized in the execution of the project.

8.7. The bid proposal must remain valid for 90 days from the closing date of the request for quotations.

8.8. DEA will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bids.

8.9. Traveling costs and time spent or incurred between home and office of consultants and DEA head office will not be for the account of DEA.

8.10. The bid proposals should be submitted with all required information containing technical information as well as price information. DEA SBD and Entity Maintenance forms included in the bid documents must be completed and returned with the bid proposals.

8.11. Bid evaluation will be conducted in two stages. The first stage will consider functionality and the second stage will consider B-BBEE and price. Bidders must score a minimum of 75% for functionality information during the evaluation of stage 1 to be considered for stage 2 evaluations.

8.12. Suppliers/Service Providers are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by SANAS or registered auditors approved by IRBA together with their bids, to substantiate their B-BBEE rating claims, failing which the B-BBEE preference points claimed will be forfeited.

8.13. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score zero (0) points out of 20 for B-BBEE.

8.14. A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

8.15. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.
8.16. A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capacity and the ability to execute the sub-contract.

8.17. A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal of higher B-BBEE status level, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capability and ability to execute the sub-contract.

8.18. A service level agreement shall be signed with the successful bidder. The successful bidder may not alter its B-BBEE status during the contract period. DEA reserves the right to terminate the contract should the successful bidder no longer meet the B-BBEE requirement.

9. ADDITIONAL INFORMATION ON BID PROPOSAL

9.1. Bidders should consider rendering services at rates not exceeding those prescribed by the office of the Auditor-General or the Department of Public Service and Administration (DPSA).

9.2. Additional expenditure incurred without the prior approval of the Programme Manager will not be reimbursed.

9.3. The DEA reserves the right not to award the contract.

9.4. How a joint venture (if the bidders are a joint venture between a B-BBEE firm and a non B-BBEE firm) will split the work between the firms. The detail must be such that DEA can audit the actual work allocation during the delivery to enforce the transfer of skills between the two firms. (The percentage involvement of each company in the joint venture should also be indicated). Please note that all members of the joint venture should sign the contract and are jointly and severally liable for the entire assignment.

10. FURTHER INFORMATION

10.1. Should you require any further information on this request for quotation, contact Mrs. Carina Malherbe, tel no. (012) 310 3799 or cmalherbe@environment.gov.za

11. INFORMATION REQUIRED

11.1. Bid Evaluation can only be done on the basis of information, which we asked for. The comprehensiveness of the bid can therefore be decisive in the awarding thereof.
11.2. The proposal must be submitted as two copies: one original copy and one copy of the original proposal.

11.3. The proposal must be submitted in the tender box at the Department of Environmental Affairs. The tender box is located in the Reception to the Department at the following address: 315 Pretorius Street, Fedsure Forum Building, North Tower, 2nd floor.

11.4. The proposal must be clearly marked with the title of the proposal and reference number.

11.5. Closing date and time for proposals: DAY 16 September 2013, TIME 11:00.

12. COSTING / PAYMENT TERMS

12.1. The bid should provide a maximum ceiling price with all disbursement costs and VAT included.

12.2. Disbursement costs should include costs for traveling, accommodation and any equipment to be utilized in the execution of the project.

12.3. DEA undertakes to payout in full within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

13. EVALUATION CRITERIA

13.1. All bid proposals submitted will be evaluated in accordance with the 80/20 principle and the evaluation criteria listed below. The evaluation will be conducted in two stages. Stage 1 will consider functionality and stage 2 price and B-BBEE.

13.2. The evaluation scale will be as follows:
   - Non-compliant = 0
   - Poor = 1
   - Fair = 2
   - Above average = 3
   - Good = 4
   - Excellent = 5

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>Weight</th>
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<tbody>
<tr>
<td><strong>Evaluation Stage 1: FUNCTIONALITY</strong></td>
<td></td>
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<tr>
<td>1. Appropriate experience in the fields of botanical surveys, mapping, analyzing botanical data and compiling of research results.</td>
<td>30</td>
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<tr>
<td>2. Capability (qualification and number) of project team members to execute the project. Capability includes registration under the Natural Science Professions Act, 2003 (Act no. of 2003); knowledge of plant taxonomy, botanical survey methods and geographical information systems (GIS) mapping.</td>
<td>15</td>
</tr>
<tr>
<td>3. Sound knowledge of the provisions of the National Environmental Management: Biodiversity Act, 2004 (Act no.10 of 2004), relevant sub-ordinate legislation and provincial legislation.</td>
<td>10</td>
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## EVALUATION CRITERIA

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<tbody>
<tr>
<td>4.</td>
<td>Bidder provided clear methodology and project work plan to achieve and complete the project with clear indication of understanding the purpose and scope of the work and the respective parties’ roles and functions in this project.</td>
</tr>
<tr>
<td>5.</td>
<td>Functional outline / logic of the Bid proposal; the bid is well structured, laid-out, formatted and organized.</td>
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### Evaluation Stage 2: PRICE AND B-BBEE

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>Price</strong></td>
<td><strong>80</strong></td>
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<tr>
<td><strong>B-BBEE Status Level Contributor</strong></td>
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<table>
<thead>
<tr>
<th>B-BBEE status</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>Non-compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points allocation</td>
<td>20</td>
<td>18</td>
<td>16</td>
<td>12</td>
<td>8</td>
<td>6</td>
<td>2</td>
<td>1</td>
<td>0</td>
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</table>

**NB:** A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score 0 out of a maximum of 10 points for B-BBEE.

### 13.3

In evaluating the technical information contained in the bid, the evaluation committee will be guided by the following:

- **Understanding of the brief by Bidder** – The bid provides a clear indication that the bidder fully understands the purpose and scope of the work and the bidders’ own roles and functions in this regard.

- **Capability and experience** – The bid provides a clear indication that the bidder’s team comprises people with the necessary experience, skills, qualifications, knowledge and skills required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality.

- **Track Record** – The bid provides clear information on previous, relevant projects that confirm that the bidder has the required experience and success track record in the area of general project management and management related projects.

- **Quality of the Bid** – The bid is structured, laid-out, formatted and organised in such a way that the evaluation committee is easily able to access the bid in accordance with the evaluation criteria and is provided with an insight into the quality of deliverables that may be expected from the bidder if successful.