INVITATION TO BID

BID REFERENCE NUMBER: MLRF: 174

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCESSING OF CONFISCATED ABALONE ON BEHALF OF THE MARINE LIVING RESOURCES FUND / DEPARTMENT, BRANCH: FISHERIES MANAGEMENT FOR A PERIOD OF THREE (3) YEARS

Supply Chain Management Contact Person:
Ms Ncumisa Matiwane
Tel: (021) 402 3632
E-mail: Nmatiwane@environment.gov.za

Technical Information Contact Persons:
Mr L Aspeling
Tel: (021) 402 3510
Email: laspeling@environment.gov.za

Mr N Daniels
Tel: 082 771 8899
Email: ndaniels@environment.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

<table>
<thead>
<tr>
<th>Company name</th>
<th>Supplier registration number</th>
<th>Unique reference number</th>
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</thead>
<tbody>
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<tr>
<th></th>
<th>Main contractor</th>
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<tr>
<th></th>
<th>Sub-contracted/ joint venture comp 1</th>
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</table>

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<thead>
<tr>
<th></th>
<th>Sub-contracted/ joint venture comp 2</th>
<th></th>
</tr>
</thead>
</table>

CLOSING DATE OF THE BID: 11 JUNE 2021 AT 11H00

Due to the high incidents of COVID19, a MS Teams compulsory briefing session will be held on at 09:00 on 04 June 2021 and bidders are required to register for attendance to ndaniels@environment.gov.za by 12:00 on 03 June 2021.
PART A
INVITATION TO BID

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

BID NUMBER: MLRF 174’ CLOSING DATE: 11 JUNE 2021 CLOSING TIME: 11:00

DESCRIPTION
THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCESSING OF CONFISCATED ABALONE ON BEHALF OF THE MARINE LIVING RESOURCES FUND / DEPARTMENT, BRANCH: FISHERIES MANAGEMENT FOR A PERIOD OF THREE (3) YEARS

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Ground Floor, Department of Forestry, Fisheries and the Environment,
Foretrust Building, Martin Hammerschlag Way, Foreshore, Cape Town, 8001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO
TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON Ms N Matiwane CONTACT PERSON Mr L Aспeling Mr N Daniels
TELEPHONE NUMBER 021 402 3632 TELEPHONE NUMBER 021 – 402 3510 / 082 771 8899
FACSIMILE NUMBER N/A FACSIMILE NUMBER N/A
E-MAIL ADDRESS nmatiwane@environment.gov.za E-MAIL ADDRESS laspeling@environment.gov.za / ndaniels@environment.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODE NUMBER
CELLPHONE NUMBER
FACSIMILE NUMBER CODE NUMBER
E-MAIL ADDRESS
VAT REGISTRATION NUMBER
SUPPLIER COMPLIANCE STATUS
TAX COMPLIANCE SYSTEM PIN:
OR CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE
TICK APPLICABLE BOX
B-BBEE STATUS LEVEL SWORN AFFIDAVIT
[TICK APPLICABLE BOX]

[ A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?
[IF YES ENCLOSURE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?
[IF YES, ANSWER PART B:3 ]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

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

YES NO

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

YES NO

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

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

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

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

SIGNATURE OF BIDDER: .................................................................

CAPACITY UNDER WHICH THIS BID IS SIGNED: .................................................................
(Proof of authority must be submitted e.g. company resolution)

DATE: .................................................................
**PRICING SCHEDULE**  
(Professional Services)

<table>
<thead>
<tr>
<th>NAME OF BIDDER:</th>
<th>BID NO: MLRF 174</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLOSING TIME 11h00</td>
<td>CLOSING DATE 11 JUNE 2021</td>
</tr>
</tbody>
</table>

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

**DESCRIPTION:** APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCESSING OF CONFISSCATED ABALONE ON BEHALF OF THE MARINE LIVING RESOURCES FUND / DEPARTMENT, BRANCH: FISHERIES MANAGEMENT FOR A PERIOD OF THREE (3) YEARS

**(ALL APPLICABLE TAXES INCLUDED)**

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

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

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

<table>
<thead>
<tr>
<th>PERSON AND POSITION</th>
<th>HOURLY RATE</th>
<th>DAILY RATE</th>
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4. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

<table>
<thead>
<tr>
<th>PHASES</th>
<th>COST</th>
<th>MAN-DAYS</th>
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<td>R----</td>
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</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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<tbody>
<tr>
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<td>R----</td>
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<td>R------</td>
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</tbody>
</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, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

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

TOTAL: R...

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

7. Estimated man-days for completion of project

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

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

Any enquiries regarding bidding procedures may be directed to the —

Department of Forestry, Fisheries and the Environment

Supply Chain Management Contact Person:

Ms Ncumisa Matiwane  
Tel: (021) 402 3632  
E-mail: Nmatiwane@environment.gov.za

Technical information Contact person:

Mr L Aspeling  
Tel: (021) 402 3510  
Email: laspeling@environment.gov.za

And

Mr N Daniels  
Tel: 082 771 8899  
E-Mail: ndaniels@environment.gov.za

TERMS OF REFERENCE

BID: MLRF 174 - TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCESSING OF CONFISCATED ABALONE ON BEHALF OF THE MARINE LIVING RESOURCES FUND / DEPARTMENT, BRANCH: FISHERIES MANAGEMENT FOR A PERIOD OF THREE (3) YEARS
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<td>PRICING AND PAYMENT</td>
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<td>6.</td>
<td>SERVICE LEVEL AGREEMENT</td>
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<td>7.</td>
<td>TIMING OF ASSESSMENT</td>
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<td>8.</td>
<td>PERFORMANCE MEASURE</td>
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<td>9.</td>
<td>REPORTING</td>
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<td>10.</td>
<td>MONITORING PROGRESS ON ASSIGNMENTS</td>
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<td>11.</td>
<td>CONDITIONS OF BID</td>
</tr>
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<td>12.</td>
<td>COMPULSORY BRIEFING SESSION</td>
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<td>CLOSING TIME OF BID</td>
</tr>
<tr>
<td>14.</td>
<td>ENQUIRIES</td>
</tr>
<tr>
<td>15.</td>
<td>ADDITIONAL INFORMATION ON THE BID PROPOSAL</td>
</tr>
<tr>
<td>16.</td>
<td>EVALUATION METHODOLOGY</td>
</tr>
<tr>
<td>17.</td>
<td>EVALUATION CRITERIA</td>
</tr>
<tr>
<td>18.</td>
<td>ANNEXURE A – GRADING PROTOCOL</td>
</tr>
<tr>
<td>19.</td>
<td>ANNEXURE B – PRICING SCHEDULE</td>
</tr>
</tbody>
</table>

BID NO. MLRF 174
1. PURPOSE:

The Marine Living Resources Fund, a Schedule 3A Public Entity Established in terms of the Public Finance Management Act, 1999 (Act No 1 of 1999) (hereafter referred to as the MLRF) under the auspices of the Department of Forestry, Fisheries and the Environment (hereafter referred to as the Department) requires the services of a service provider to process confiscated abalone on behalf of the MLRF. The appointed service provider must meet all the requirements of the MLRF and the Department to process confiscated frozen abalone to a dried form and to grade and size dried confiscated abalone for a period of three (3) years.

2. BACKGROUND:

2.1 In terms of sections 63, 68 and 69 of the Marine Living Resources Act, 1998 (Act No. 18 of 1998) ("the Act"), the Department is responsible for the disposal of any confiscated fish or other things of a perishable nature.

2.2 Frozen or fresh confiscated abalone must be processed and then graded and sized for sale. Some product may be classified as unfit product. The Department will then discard it. Should it be discarded by the Department, it must be returned for destruction in accordance with the procedures stipulated.

2.3 This bid comprises three (3) parts. Part A sets out the scope of work pertaining to the collection and processing of confiscated frozen, fresh or dried abalone. Part B sets out the scope of work pertaining to the grading of dried abalone at that facility and Part C sets out the scope of work pertaining to the safe storage and preparation of the dried final abalone at the facility. Prospective bidders must submit proposals for all three parts.

2.4 Only service providers with a valid fish processing establishment permit for wild abalone will be allowed to participate in this bid.

3. SCOPE OF WORK:

Service Providers will be required to perform the following work in the manner stipulated below and complete the table by YES/NO and this section will be used during the evaluation of the Technical Criteria in Section 19 below –

PART A: COLLECTION AND PROCESSING OF FROZEN, FRESH OR DRIED CONFISCATED ABALONE:

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>COMPLY</th>
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<tbody>
<tr>
<td></td>
<td>On receipt of a letter of appointment, the Service Provider will be required</td>
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<tr>
<td></td>
<td>to remove all their fish and fish products from the dedicated area where these</td>
<td></td>
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<tr>
<td></td>
<td>operations will take place. The appointed Project Management Team (PMT) will</td>
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<tr>
<td></td>
<td>conduct an inspection of the facility at most 24 hours prior to the service</td>
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</tr>
<tr>
<td></td>
<td>provider receiving abalone from the Department and certify that the facility</td>
<td></td>
</tr>
<tr>
<td></td>
<td>is cleared.</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Abalone is stored by the Department at its cold store storage facilities in Cape</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Town (&quot;the cold store&quot;), Port Elizabeth Compliance Office and various other</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAPS storage facilities throughout South Africa. The Service Provider will be</td>
<td></td>
</tr>
<tr>
<td></td>
<td>required to provide transport and security to collect abalone from these storage</td>
<td></td>
</tr>
</tbody>
</table>

BID NO. MLRF 174
facilities and/or any other premises as indicated by the Department to transport it to their processing facility. Service providers are required to submit a price / kilometre for the collection of this product for delivery to their processing facility. This cost must also include the cost of armed security. Officials of the Department will oversee the collection and receipt of the confiscated abalone from these outside centres.

c. Receipt of any abalone from the Department’s cold store in Cape Town must only be undertaken in the presence of a member of the PMT. The PMT shall monitor and record the weighing and receipting of all abalone received by the service provider per release.

d. Abalone collected and receipted from any other centre will be conducted in the presence of officials from the Department. On arrival at the processing facility, the load will then be weighed and recorded in the presence of the PMT.

e. Once the abalone is receipted by the Service Provider, as provided above, from the Department’s cold stores and/or any other premises as indicated by the Department, it must then be transported by the Service Provider in appropriately equipped vehicles and freezer trucks (long distance) that are reliable and secure.

f. Upon the abalone being received at the processing facility, the abalone must be weighed before and after the thawing process and the respective weights and counts recorded in the presence of a PMT member.

g. The Service Provider must carefully record the weight of the packaging materials and tags and hand it back to the Department via the PMT for destruction.

h. The Service Provider must use skilled food handlers to sort the abalone depending on whether the abalone is fit for human consumption or not. The abalone that is considered fit for human consumption must be shucked, gutted and washed and processed immediately. The PMT will conduct daily recordings of weights and counts throughout the process.

i. The Service Provider must accurately monitor and record in detail all weight loss incurred during the processing. The recorded weight loss must be certified as true and correct by the Service Provider. All variances observed by the PMT in terms of weight and count must immediately be reported to the Department in writing.

j. The Service Provider must store the abalone products of the Department in a secure area inside the processing facility separate from any other product and provide 24 hour monitoring and security measures with adequate video surveillance throughout the facility. The Department reserves the right to inspect the equipment of all security systems to verify that it is in working order and should the Department establish that the security is compromised, the Department may store any abalone products at a location it chooses at the cost of the service provider. The Service Provider will be required to remedy the situation and provide the requisite security at its cost.

k. The locking and unlocking of the dedicated processing area on a daily basis must be performed in the presence of the PMT.

l. The Service Provider must be capable of processing no less than 20 tons of frozen or fresh abalone per month to a final dried product ready for sale. The Service Provider must immediately notify the Department, through the PMT, of any circumstances that could lead to them not reaching this target. Failure to meet this requirement can lead to penalties and or the cancellation of the bid.

m. The Service Provider must provide and maintain a consistent workforce and any changes must be communicated and approved by the Department.

n. Once the product has been processed to a dried form, the service provider is required to grade and size (weigh) the dried product in terms of the Grading Protocol of the Department (See Annexure A attached). A final packing list must be compiled together with the PMT and presented to the Department.
PART B: GRADING OF DRIED CONFISCATED ABALONE:

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>COMPLY</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>YES NO</td>
</tr>
<tr>
<td>a.</td>
<td>As noted in Part A above, on occasion, the Department will receive confiscated dried abalone from various centres throughout South Africa. The service provider will be required to collect the product as specified above for delivery to their processing facility.</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Once the product is received at the processing facility, the PMT will observe and record the weighing of the dried abalone.</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>The service provider will be required to grade and weigh the dried abalone in terms of the Grading protocol of the Department. A packing list must then be compiled in the presence of the PMT containing the grade, weight and number of animals for each grading category.</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>This packing list must be compiled by the service provider and certified by the PMT before being made available to the Department for approval.</td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td>The Department will then invite all prospective fish processing establishments for wild abalone to view the product and thereafter to hold an Ad Hoc sale. A separate set of requirements have been compiled for Ad Hoc sales.</td>
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<tr>
<td>f.</td>
<td>Once the sale has been finalised, the service provider is required to assist with the packing of the dried product for export.</td>
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</tbody>
</table>

PART C: SAFE STORAGE AND PREPARATION OF DRIED ABALONE AT THE FACILITY:

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<th>COMPLY</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>YES NO</td>
</tr>
<tr>
<td>a.</td>
<td>The service provider will be required to store the dried graded abalone at their processing facility as stipulated above.</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>A packing list must then be compiled in the presence of the PMT containing the grade, weight and number of animals for each grading category.</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>This packing list must be compiled by the service provider and certified by the PMT before being made available to the Department for approval.</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>The Department will then invite all prospective fish processing establishments for wild abalone to view the product and thereafter to hold an Ad Hoc sale. A separate set of requirements have been compiled for Ad Hoc sales. The qualifying bidders will be required to view the graded product at the premises of the fish processing establishment.</td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td>The finished product remains the property of the Department until a sale has been approved and the purchaser has paid for it in full.</td>
<td></td>
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</tbody>
</table>

4. SPECIAL CONDITIONS:

In order to be eligible to participate in the collection of frozen, fresh or dried confiscated abalone, grading of already dried confiscated abalone and the marketing and selling of confiscated dried abalone:
A Service Provider must comply with the following and complete the table by confirming YES/No —

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>COMPLY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>YES NO</td>
</tr>
<tr>
<td>a.</td>
<td>Be a South African person as defined in the Act;</td>
<td></td>
</tr>
</tbody>
</table>
b. Have a right granted under section 18 of the Marine Living Resources Act, Act 18 of 1998 to operate a fish processing establishment which is authorised to process wild abalone;

c. Have a valid fish processing establishment permit to operate a fish processing establishment to process wild abalone;

d. Have a certificate issued by the NRCS stating specifically that the establishment complies with the health regulations relating to the processing of wild abalone;

e. Not have any convictions or pending charges or be liable for a fine in terms of the Marine Living Resources Act or being investigated for any contravention of the MLRA;

f. Committed to only appoint South African staff to process the confiscated abalone.

g. Service providers must be registered on the Central Supplier Database (CSD) of the National Treasury.

h. The Service Provider will be responsible for all arrangements and costs associated with the processing of frozen or fresh abalone and the grading of the dried abalone and must supply the Department through the PMT with copies of all the processing documentation.

i. Notwithstanding the award of this bid to the Service Provider, the Department reserves the right to retain possession of the confiscated abalone, unprocessed or processed, if, in the opinion of the Department, there are sound reasons for doing so. Should the Department decide to do this, it will not be liable for any costs incurred by the Service Provider.

j. The Department will assign a dedicated Project Manager and together with the PMT will liaise with the Service Provider regarding the quality and of their outputs. It is anticipated that only the project manager or assigned PMT may communicate with the Service Provider on behalf of the Department.

k. The PMT will monitor all aspects of the processing process and the Service Provider will not be permitted to handle, move or process any of the confiscated abalone in the absence of the PMT. The service provider will also be required to provide the PMT members with a separate and secured office for the duration of this bid. Basic office furniture including an office desk, steel lockable cupboard and four comfortable chairs.

l. The Service Provider will be expected to produce the original letter of acceptance of the bid awarded to it by the Department to the project manager where applicable.

m. The Service Provider must take delivery of the abalone and must arrange for an authorised representative to do so on its/their behalf.

n. The Department does not make any warranty and neither does it provide any guarantees as to the quality of the abalone to be processed under this bid. The Service Provider shall assume the risk that some of the abalone to be processed in terms of this bid may be unfit for human consumption.

o. Prior to the removal of the abalone from the cold stores, the Service Provider shall ensure that the exact quantities and/or lots have been received and the Service Provider shall be required to give clear receipts for the mass of abalone received before the removal thereof from the cold stores. No adjustments or amendments of quantities or weights shall be considered after the removal of the abalone from the cold stores.

p. The Service Provider must obtain a transport permit from the Department prior to transport the abalone from the cold stores and/or any other premises as indicated by the Department to the nominated fish processing establishment as well as for the transport of abalone from their facility to the Department’s store in Cape Town.

q. The Service Provider must provide safe and secure premises to store the unprocessed and processed abalone. These premises must be accessible to
the Departmental project manager and the PMT for inspection purposes at any date and time.

The Service Provider will be required to insure the abalone for the benefit of the Department while it is in their possession. The Service Provider will be responsible for all arrangements and costs associated with the obtaining and maintenance of appropriate insurance cover for the abalone and must supply the Department annually with copies of all the documentation relating to the insurance before the abalone will be released to it. The insurance cover must include the unprocessed/processed abalone and abalone graded/unfit.

The Service Provider will be responsible for all arrangements and costs associated with obtaining and maintaining appropriate security pertaining to the transportation, processing and storage of the abalone. The Service Provider must ensure that there is controlled access to the abalone and that adequate security measures are in place to prevent the theft or sabotage of the abalone. The Service Provider must provide the Department with copies of the documentation relating to the security arrangements before any abalone will be released to it.

Keep an accurate stock register of the processed (graded and unfit) and unprocessed abalone and this stock register must at all times be readily available for inspection by representatives from the Department and the PMT.

Provide timeframes for processing frozen abalone, cooked and dried (in kg/day), for shucked frozen abalone and for re-drying of dried abalone (in kg/days);

Process the mass of abalone within the timeframes indicated, and must start with the processing not more than 10 (ten) working days after receiving the letter of acceptance or of being notified of the award of the bid.

The successful Bidder will have to enter into a service level agreement with the MLRF and/or the Department. The above special conditions form an integral part of the bid and will form part of any service level agreement to be concluded between the Service Provider and the MLRF / Department. Any failure to comply with these special conditions in the bid proposal may invalidate the bid and will adversely affect the evaluation.

5. PERIOD / DURATION OF APPOINTMENT

5.1 The contract with the appointed service provider will run for a period of thirty six (36) months from date of signature of the Memorandum of Agreement (MoA).

6. PRICING AND PAYMENT:

6.1 The bidder(s) must complete the pricing schedule in Annexure B.

6.2 The bidder(s) must bid set fees in South African Rand (inclusive of VAT). The fees must reflect the following:

6.2.1 The cost per kg for processing of abalone receipting, defrosting, cleaning and processing of received mass of frozen shucked / un-shucked, cooked / semi cooked and dried / partially dried abalone to a dried form.

6.2.2 The cost per kg for the grading and sizing of dried abalone including the preparation of the packing list and supply of appropriate packaging materials for the export of the dried abalone.

BID NO. MLRF 174
6.2.3 The cost per KM for the collection of abalone from centres outside of Cape Town including the provision of appropriate refrigeration vehicles and armed security.

6.3 The bidder(s) must provide the Department with a detailed invoice for the processing and all associated costs including supporting documents of the abalone (per batch). This must be VAT inclusive.

6.4 Only once the Department has received a detailed tax invoice for the costs of processing the abalone per batch, payment will be effected within 30 days of the Department receiving the approved invoice. Payment will be made in accordance with the requirements of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

6.5 Where targets are not met by the service provider, the Department will impose a penalty of 7.5% on the approved invoice.

7. SERVICE LEVEL AGREEMENT:

7.1 The successful bidder will be required to sign an appropriate Service Level Agreement (SLA) with the MLRF and/or Department. The MLRF and/or Department reserves the right to amend and supplement the agreement to the extent it may be relevant to this particular bid. All intellectual property developed by the bidders as a result of this bid belongs to the MLRF and/or Department.

7.2 If the successful bidder and the MLRF and/or Department are not able to reach agreement on the terms of the contract, the MLRF and/or Department can withdraw the award of the bid and/or appoint another service provider.

8. TIMING OF ASSIGNMENT

8.1 All work is to be carried out in accordance with the deliverable time schedule as agreed with the Department.

8.2 This service will be required for a period of thirty-six (36) months and will be required in conjunction with that of the PMT.

9. PERFORMANCE MEASURES

9.1 The performance measures for the delivery of the deliverables in paragraphs 3 & 4 above will be closely monitored by the Project Manager and PMT.

10. REPORTING

10.1 The successful service provider will submit monthly reports to the Department's Project Manager through the PMT outlining the processing of the abalone together with the relevant invoice.

10.2 Reports must be submitted seven days after the end of each month.

10.3 The successful bidder will meet on a monthly basis and/or as requested with the Project Manager to report on the progress of the project.
11. MONITORING PROGRESS ON ASSIGNMENTS

11.1 The Department’s Project Manager shall be responsible for the on-going management of the Service Level Agreement.

12. CONDITIONS OF BID

12.1 Bids will be subject to Supply Chain Management conditions as follows:

12.1.1 The Bidder(s) must complete Annexure A and provide proposals in accordance with the protocols set out in Annexure B.

12.1.2 Bidders are required to submit original and valid B-BBEE Status Level verification certificates or certified copies thereof together with their bid, to substantiate their B-BBEE rating claims.

12.1.3 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 and will score points out of 80 for price and only zero (0) points out of 20 for B-BBEE.

12.1.4 Bidders are required to submit a project plan which includes the following:

12.1.4.1 A detailed proposed plan of action, which should include the inspection protocols to be used in accordance with activities in the paragraphs 3 & 4 above.

12.1.4.2 A list of references where similar work was performed.

12.1.4.3 Ability to ensure provision of qualified staff on the project.

13. COMPULSORY BRIEFING SESSION:

Due to the high incidents of COVID19, a MS Teams compulsory briefing session will be held on at 09:00 on 04 June 2021 and bidders are required to register for attendance to ndaniels@environment.gov.za by 12:00 on 03 June 2021.

14. CLOSING TIME OF BID:

14.1 The closing time for the receipt of the service providers bid in response to this invitation is 11:00 on 11 June 2021.

14.2 All bids must be submitted in a sealed envelopes bearing the Bid Number, description of bid and closing date. All documentation must be received before the closing time stipulated above.

14.3 The Bidders must submit one (1) original and five (5) copies of their proposals in sealed envelopes.

15. ENQUIRIES:

15.1 All enquiries to be directed to:
Technical - Jaeega@daaff.gov.za and
Supply Chain Management - pinkym@daaff.gov.za

BID NO. MLRF 174
15.2 The purpose of the enquiries is to enable the service providers to acquaint themselves with the requirements of Department and the nature of the services to be provided.

16. ADDITIONAL INFORMATION ON BID PROPOSAL:

16.1 The Service Providers should provide details of staff training, highlighting training and the development policies and procedures, with specific reference to affirmative action policies and initiatives.

16.2 The Service Providers should provide a breakdown of the hourly tariff inclusive of value-added tax for services rendered. Expenditure incurred without the prior approval of the Project Manager will not be reimbursed.

16.3 In so far as possible, a comprehensive budget, showing the charge out rates of all staff to be involved in work and also including all other cost factors such as travelling.

16.4 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.

16.5 The detail must be such that the Department can audit the actual work allocation during the delivery to enforce the transfer of skills between the two firms. Please note that all members of the joint venture should sign the contract and are jointly and severally liable for the entire assignment.

16.6 The MLRF and/or Department will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bid.

16.7 Please note that the MLRF and/or Department is not bound to select any of the firms submitting the proposals. The MLRF and/or Department reserves the right not to award any of the bids and not to award the contract to the lowest bidding price as well as to renegotiate the bid price of the preferred applicant.

16.8 Travelling costs and time spent or incurred between home and office of the service provider and the Department’s office in Cape Town will not be for the account of the Department.

17. IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:

17.1 Each Bidder has to submit either an original or certified copy of the original NRCS Certificate which certifies that the bidder operates a fish processing establishment for wild abalone in accordance with applicable health regulations.

17.2 Each Bidder has to submit its bid free of any qualifications or amendments of the bid conditions.

17.3 Each Bidder has to complete the pricing schedule or the price has to be determinable from Annexure B in the bid documents.

17.4 Each Bidder has to demonstrate that they are a South African person as defined in MLRA.

17.5 Each Bidder has to have a valid right granted to it under section 18 of the MLRA authorising it to operate a fish processing establishment for wild abalone.

17.6 Each Bidder has to demonstrate their ability to process the abalone in the various categories as stated in the bid document and at least 20 tons frozen abalone per month. Each Bidder must provide timeframes for processing abalone including cooking, drying and grading (in kg/day), for shucked frozen abalone and for re-drying of dried abalone (in kg/days).

BID NO. MLRF 174
17.7 Each Bidder has to provide a detailed security plan and also provide proof of a valid insurance policy to cover any losses whilst the Department’s stock is on their premises as well when in transit across South Africa.

17.8 Each Bidder must demonstrate that they have no convictions or pending charges or be liable for a fine in terms of the Marine Living Resources Act or being investigated for any contravention of the MLRA;

18. EVALUATION METHODOLOGY:

18.1 The bid proposal will be screened for compliance with administrative requirements as indicated below:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Administrative Requirements</th>
<th>Check/Compliance</th>
<th>Non-submission shall result in disqualification?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Master Bid Document</td>
<td>provided and bound</td>
<td>YES</td>
</tr>
<tr>
<td>2</td>
<td>5 Copies of Bid Documents</td>
<td>provided and bound</td>
<td>YES</td>
</tr>
</tbody>
</table>

Included in the Bid Document

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Administrative Requirements</th>
<th>Check/Compliance</th>
<th>Non-submission shall result in disqualification?</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>SCM - SBD 1 - Invitation to Bid</td>
<td>Completed and signed</td>
<td>YES</td>
</tr>
<tr>
<td>4</td>
<td>SCM - SBD 2 - Tax Clearance Certificate Requirements</td>
<td>CSD registration number/SARS PIN or CSD summary report</td>
<td>YES</td>
</tr>
<tr>
<td>5</td>
<td>SCM - SBD 4 - Declaration of Interest</td>
<td>Completed and signed</td>
<td>YES</td>
</tr>
<tr>
<td>6</td>
<td>SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017</td>
<td>Completed and signed, supported by B-BBEE Certificate if applicable or Affidavit if applicable</td>
<td>NO</td>
</tr>
<tr>
<td>7</td>
<td>SCM - SBD 8 - Declaration of Bidder’s Past Supply Chain Management Practices</td>
<td>Completed and signed, supported</td>
<td>YES</td>
</tr>
<tr>
<td>8</td>
<td>SCM - SBD 9 - Certificate of Independent Bid Determination</td>
<td>Completed and signed</td>
<td>YES</td>
</tr>
<tr>
<td>9</td>
<td>In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal</td>
<td>JV agreement completed and signed, if applicable</td>
<td>*YES</td>
</tr>
</tbody>
</table>

18.2 Bids will then be subjected to a two-phase evaluation process. The first will be a Functional evaluation of the technical information submitted. In this phase bidders must score at least 75% of the Total Points for functionality in order to proceed to the next stage of the bid process. Any bidder who scores less than 75% for functionality will not be considered in the second phase of the evaluation process. The onus is on the Bidder to submit sufficiently detailed information including supporting documentation for the Evaluation Team to carry out its task.

BID NO. MLRF 174
18.2 In the second phase, each bidder will be evaluated based on Price as well as B-BBEE. For this final assessment, the 80/20 preference point systems will apply whereby the 80 points applies to price and 20 points applies to B-BBEE level rating.

18.3 The successful Bidder will be awarded Preferred Supplier status and, consequently, no Letter of Acceptance will be issued until successful negotiation of the formal Agreement between the Parties.

18.4 Bidders are advised that the lowest Bid price may not necessarily be the preferred Bid. The MLRF and/or Department reserves the right to conduct a due-diligence on the appointed preferred supplier before the bid is awarded and reserves the right to cancel the preferred supplier status.

19. EVALUATION CRITERIA:

EVALUATION FOR FUNCTIONALITY

PHASE 1: Values: 1= Poor; 2= Average; 3= Good; 4= Very Good; 5= Excellent

<table>
<thead>
<tr>
<th>GUIDELINES FOR CATEGORY CRITERIA</th>
<th>FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s or company’s experience in processing of wild abalone to a dried form.</td>
<td>Bidder(s) are required to demonstrate relevant past experience and competency of operating a fish processing establishment in respect of processing abalone to a dried form. Bidders should submit reliable contactable signed references for projects of a similar scope, which were successfully completed in the previous years in processing abalone to a dried form.</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Indicator</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Less than one year experience</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>1 and less than 3 years experience</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>3 and less than 5 years experience</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>5 and less than 7 years experience</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>7 and less than 9 years experience</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>9 and more years of experience</td>
<td>5</td>
</tr>
<tr>
<td>Level of experience and qualifications of personnel - CVs to be submitted.</td>
<td>Bidders are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project. Bidders should submit curriculum vitae for the key personnel proposed to be employed on the project. Curriculum vitae are to include specific details of these individuals including, relevant experience and also include three contactable references, technical qualifications in food handling and past experience in processing wild abalone to a dried form.</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Indicator</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Less than one year experience</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>1 and less than 3 years experience</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>3 and less than 5 years experience</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>5 and less than 7 years experience</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>7 and less than 10 years experience</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>10 and more years experience</td>
<td>5</td>
</tr>
</tbody>
</table>
Bidders are required to provide a detailed security plan with immediate actions to be taken by the service provider when breaches occur.

- Security plan including insurance cover with immediate actions to be taken by the service provider when security breaches occur.
  - No information provided: 0
  - Security plan irrelevant: 1
  - Security plan provided with no clear deliverables, timeframes / milestones: 2
  - Limited information provided on deliverables, timeframes / milestones: 3
  - Security plan with clear deliverables, timeframes / milestones for three criteria: 4
  - Security plan well broken down with details of deliverables, timeframes / milestones for four criteria: 5

Bidder(s) are required to demonstrate their ability to process 20 tons (20000kg) of wet unshucked abalone to a dried form including the compilation of a packing list.

- Bidder(s) should present their ability to process wet abalone to a dried form including timeframes for each operation involved including the compilation of the packing list (size of refrigeration, processing area, secured storage rooms etc).
  - Unable to process wet abalone: 0
  - 1 and less than 5 tons of abalone: 1
  - 6 and less than 10 tons of abalone: 2
  - 11 and less than 15 tons of abalone: 3
  - 16 and less than 20 tons of abalone: 4
  - More than 20 tons of wet abalone: 5

Total points on functionality: **100**

**PHASE 2:**

<table>
<thead>
<tr>
<th></th>
<th>PRICE</th>
<th>80</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td>20</td>
</tr>
</tbody>
</table>
**Quality Characteristics:**

Six quality characteristics have been defined for the allocation of a quality grade to finished product:

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Criteria</th>
<th>Chemical method: The colour of the flesh is assessed to determine its likeness to a light colour (light green; light brown or caramel colour).</th>
<th>Optimal: The likeness of the flesh colour to be light.</th>
<th>Natural method: The colour of the flesh is assessed to determine its likeness to a brown or dark brown colour.</th>
<th>Optimal: The likeness of the flesh colour to be brown or dark brown.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flesh colour</td>
<td></td>
<td>The product should have a fresh smell and should not have any strong odours. Optimal: Fresh</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hair / frill</td>
<td></td>
<td>The frill is assessed to determine whether any hairs have been damaged. Optimal: a frill that has upright and unbroken hairs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Distinctive markings</td>
<td></td>
<td>The flesh is assessed to determine whether there are any markings (i.e. scratches) on the abductor muscle or foot (cooking cracks on side is acceptable). Optimal: Foot and abductor muscle that has no markings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical shape</td>
<td></td>
<td>The physical shape of the flesh is assessed to determine its conformity to an oval shape. Optimal: flesh that is oval</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thickness</td>
<td></td>
<td>The thickness of the flesh is assessed. Optimal: the optimal thickness of the flesh is 1 to 5 cm</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1. QUALITY GRADES:

Five quality grades have been defined to grade the purity of the dried abalone:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Purity</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Premium</td>
</tr>
<tr>
<td>B</td>
<td>High grade</td>
</tr>
<tr>
<td>C</td>
<td>Medium grade</td>
</tr>
<tr>
<td>D</td>
<td>Low grade</td>
</tr>
<tr>
<td>D - minus (sub-standard)</td>
<td>Inferior</td>
</tr>
</tbody>
</table>

2. QUALITY SIZING:

Six size definitions have been defined to support the grading of dried abalone:

<table>
<thead>
<tr>
<th>Size (gms)</th>
<th>Purity</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;= 17</td>
<td>Size 1</td>
</tr>
<tr>
<td>18 to 29</td>
<td>Size 2</td>
</tr>
<tr>
<td>30 to 60</td>
<td>Size 3</td>
</tr>
<tr>
<td>61 to 80</td>
<td>Size 4</td>
</tr>
<tr>
<td>81 to 95</td>
<td>Size 5</td>
</tr>
<tr>
<td>96+</td>
<td>Size 6</td>
</tr>
</tbody>
</table>

3. ABALONE GRADING:

The quality characteristics and size of the dried abalone will be assessed to determine the quality grading. The finished product will be graded to A, B, C, D or D-minus grade so that the product can be marketed and sold to the international market.

3.1. A grade abalone

The specifications to be allocated an A grade are:

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flesh colour</td>
<td>- <strong>Chemical</strong>: The optimal flesh colour is a light colour (light green; light brown or caramel colour).</td>
</tr>
<tr>
<td></td>
<td>- <strong>Natural</strong>: The optimal colour is brown or dark brown.</td>
</tr>
<tr>
<td>Hair / frill</td>
<td>- The hairs are upright and unbroken making a perfect frill</td>
</tr>
<tr>
<td>Distinctive markings</td>
<td>- Light scratches are permitted on the abductor muscle, the foot and on the flesh</td>
</tr>
<tr>
<td></td>
<td>- Light indentations are permitted</td>
</tr>
<tr>
<td>Physical shape</td>
<td>- An oval shape; no severe deformities</td>
</tr>
<tr>
<td>Thickness</td>
<td>- Range from 1 cm to 5cm</td>
</tr>
<tr>
<td>Odour</td>
<td>- Fresh</td>
</tr>
</tbody>
</table>
### 3.2. B grade abalone

The specifications to be allocated a B grade are:

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flesh colour</td>
<td>- Chemical: The optimal flesh colour is light (light green; light brown or caramel colour).</td>
</tr>
<tr>
<td></td>
<td>- Natural: The optimal colour is brown or dark brown.</td>
</tr>
<tr>
<td>Hair / frill</td>
<td>- The hairs and frill are present with some broken/bent hairs</td>
</tr>
<tr>
<td>Distinctive markings</td>
<td>- Cuts and scratches are permitted on both sides of the abalone</td>
</tr>
<tr>
<td></td>
<td>- No deep lacerations</td>
</tr>
<tr>
<td></td>
<td>- Indentations are permitted</td>
</tr>
<tr>
<td>Physical shape</td>
<td>- Likeness to the oval shape</td>
</tr>
<tr>
<td>Thickness</td>
<td>- Range from 1 to 5cm</td>
</tr>
<tr>
<td>Odour</td>
<td>- Fresh</td>
</tr>
</tbody>
</table>

### 3.3. C grade abalone

The specifications to be allocated a C grade are:

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flesh colour</td>
<td>- Chemical: The optimal flesh colour is light (light green; light brown or caramel colour).</td>
</tr>
<tr>
<td></td>
<td>- Natural: The optimal colour is brown or dark brown.</td>
</tr>
<tr>
<td>Hair / frill</td>
<td>- Minimal hair and frill</td>
</tr>
<tr>
<td>Distinctive markings</td>
<td>- Deep cuts, lacerations and/or indentations are present on abductor muscle.</td>
</tr>
<tr>
<td></td>
<td>- Some discolouration may be present beneath the abductor muscle</td>
</tr>
<tr>
<td></td>
<td>- Limited white dots will be permitted</td>
</tr>
<tr>
<td>Physical shape</td>
<td>- Non-oval and deformed shape</td>
</tr>
<tr>
<td>Thickness</td>
<td>- No specification: any thickness</td>
</tr>
<tr>
<td>Odour</td>
<td>- Fresh</td>
</tr>
</tbody>
</table>

### 3.4. D grade abalone

The specifications to be allocated a D grade are:

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flesh colour</td>
<td>- Chemical: black (or dark pitch)</td>
</tr>
<tr>
<td></td>
<td>- Natural: black (or dark pitch)</td>
</tr>
<tr>
<td>Hair / frill</td>
<td>- No hair and frill</td>
</tr>
<tr>
<td>Distinctive markings</td>
<td>- Deep cuts, lacerations and/or indentations are present</td>
</tr>
<tr>
<td>Physical shape</td>
<td>- The shape must still resemble an abalone</td>
</tr>
<tr>
<td>Thickness</td>
<td>- No specification: any thickness</td>
</tr>
<tr>
<td>Odour</td>
<td>- Fresh to slight putrid smell</td>
</tr>
</tbody>
</table>
### 3.5. **D minus (-) grade abalone/Inferior**

The specifications to be allocated a D-minus grade are:

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Flesh colour</strong></td>
<td>• Chemical: black (or dark pitch)</td>
</tr>
<tr>
<td></td>
<td>• Natural: black (or dark pitch)</td>
</tr>
<tr>
<td><strong>Hair / frill</strong></td>
<td>• No hair and frill</td>
</tr>
<tr>
<td><strong>Distinctive markings</strong></td>
<td>• Deep cuts, lacerations and/or indentations are present</td>
</tr>
<tr>
<td></td>
<td>• Soft centres and/or &quot;fat boys&quot;</td>
</tr>
<tr>
<td></td>
<td>• Rotten on the inside of the flesh</td>
</tr>
<tr>
<td><strong>Physical shape</strong></td>
<td>• The shape must still resemble an abalone</td>
</tr>
<tr>
<td><strong>Thickness</strong></td>
<td>• No specification: any thickness</td>
</tr>
<tr>
<td><strong>Odour</strong></td>
<td>• Chemical: slight odour</td>
</tr>
<tr>
<td></td>
<td>• Natural: putrid smell</td>
</tr>
</tbody>
</table>
PRICING SCHEDULE AND ADDITIONAL INFORMATION THAT IS REQUIRED WITH BID.

The pricing schedules below calls for the bidding price per kilogram for the processing of abalone on behalf of the department and must be completed by the bidder(s).

1. **Receipting / Defrosting and sorting / Cleaning and Processing**
   
   This pricing will be calculated on the mass of abalone (including packaging) as recorded at the cold stores when the Department hands over the abalone to the tenderer(s).

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>R/Kg</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receipting / Defrosting / Cleaning and Processing of received mass of frozen shucked / un-shucked, cooked / semi cooked and dried / partially dried abalone to a dried form.</td>
<td></td>
</tr>
</tbody>
</table>

2. **Grading and sizing of dried abalone including the preparation of the packing list and supply of appropriate boxes and packaging for export of the final product.**

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>R/Kg</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grading and sizing of dried abalone including the preparation of the packing list and supply of appropriate packaging materials for the export of the dried abalone.</td>
<td></td>
</tr>
</tbody>
</table>

3. **Cost of collection of abalone from centres outside of Cape Town including the provision of appropriate refrigeration vehicles and armed security**

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>R/Km</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of collection of abalone from centres outside of Cape Town including the provision of appropriate refrigeration vehicles and armed security.</td>
<td></td>
</tr>
<tr>
<td>a. Less than a 5 ton vehicle</td>
<td>a. R______.</td>
</tr>
<tr>
<td>b. More than 5 tons but less than a 10 ton vehicle</td>
<td>b. R______.</td>
</tr>
<tr>
<td>c. More than 10 tons but less than 20 ton vehicle</td>
<td>c. R______.</td>
</tr>
<tr>
<td>d. Greater than 20 ton vehicle</td>
<td>d. R______.</td>
</tr>
</tbody>
</table>
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

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

*Shareholder* means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</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 SHOULD THIS
DECLARATION PROVE TO BE FALSE.

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

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

November 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


1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th></th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td>20</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

(a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

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

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

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

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

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

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

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

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

\[P_s = \text{Points scored for price of bid under consideration}\]
\[P_t = \text{Price of bid under consideration}\]
\[P_{\text{min}} = \text{Price of lowest acceptable bid}\]

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: \( = \) maximum 20 points

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

7. SUB-CONTRACTING

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

(Tick applicable box)

[ ] YES [ ] NO

7.1.1 If yes, indicate:

i) What \( \% \) of the contract will be subcontracted?

ii) The name of the subcontractor

iii) The B-BBEE status level of the subcontractor

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

(Tick applicable box)

[ ] YES [ ] NO

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

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Black people living in rural or underdeveloped areas or townships
Cooperative owned by black people
Black people who are military veterans

OR

Any EME
Any QSE

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6 COMPANY CLASSIFICATION

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

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in
paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

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

WITNESSES:

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

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

SIGNATURE(S) OF BIDDERS(S)

DATE: ............................................

ADDRESS ............................................

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

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

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

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

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

Js365hW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids 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). Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

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

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

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

---

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

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: ____________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

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

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

---

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

Signature Date

Position Name of Bidder

Js914w2
NOTES

The purpose of this document is to:

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

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

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

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

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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
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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

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 purpose or utility from its components.

1.7 "Day" means calendar day.

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

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

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

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

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

(b) a cashier’s or certified cheque

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

8. **Inspections, tests and analyses**

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be 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
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
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<th>Section</th>
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<tr>
<td>29. Governing language</td>
<td>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.</td>
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<tr>
<td>30. Applicable law</td>
<td>The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</td>
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<tr>
<td>31. Notices</td>
<td>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.</td>
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<tr>
<td>32. Taxes and duties</td>
<td>A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 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.</td>
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<tr>
<td>33. National Industrial Participation (NIP) Programme</td>
<td>The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</td>
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<tr>
<td>34. Prohibition of Restrictive practices</td>
<td>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). 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.</td>
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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.
MARINE LIVING RESOURCES FUND
Foretrust Building, Martin Hammerschlag Way, Foreshore, Cape Town, 8001 or Private Bag X2, ROGERBAAL, 8012 (FASCNILE NO. 021-4023228)

MLRF ENTITY MAINTENANCE AND CREDIT ORDER INSTRUCTION

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

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FROM CREDITOR / ENTITY (DETAILS)

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CONTACT DETAILS

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<td>BUSINESS FACSIMILE No.</td>
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<td>CELLULAR TELEPHONE No.</td>
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DETAILS OF FINANCIAL INSTITUTION FOR ELECTRONIC BANKING TRANSFERS:

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<th>BANK NAME:</th>
<th>BANK DATE STAMP (COMPULSORY)</th>
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I/we hereby request, instruct and authorise you to pay any amounts which may accrue to me/us to the credit of my/our account with the abovementioned bank.

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

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

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

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<th>SIGNATURE OF AUTHORISED PERSON</th>
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<td>PRINT NAME OF AUTHORISED PERSON</td>
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