INVITATION TO BID

BID REFERENCE NUMBER: MLRF: 161/20

APPOINTMENT OF A PROJECT MANAGEMENT TEAM (PMT) TO EFFECTIVELY AND EFFICIENTLY MONITOR AND REPORT ON THE RELEASE, PROCESSING AND SELLING OF CONFISCATED ABALONE ON BEHALF OF THE DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES FOR A PERIOD OF THREE (3) YEARS,

Contact person:
Name: Mr Laeeq Aspeling and Mr Nasir Daniels
E-Mail: laeeqA@daff.gov.za and 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>
<th>Main contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>Sub-contracted/ joint venture comp 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sub-contracted/ joint venture comp 2</td>
</tr>
</tbody>
</table>

CLOSING DATE OF THE BID: 22 JANUARY 2021 AT 11H00
PART A
INVITATION TO BID

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

BID NUMBER: 4.4.12.4/MLRF181/20   CLOSING DATE: 22 JANUARY 2021   CLOSING TIME: 11:00

DESCRIPTION

APPOINTMENT OF A PROJECT MANAGEMENT TEAM (PMT) TO EFFECTIVELY AND EFFICIENTLY MONITOR AND REPORT ON THE RELEASE, PROCESSING AND SELLING OF CONFISCATED ABALONE ON BEHALF OF THE DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES FOR A PERIOD OF THREE (3) YEARS,

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

Department of Environment, Forestry and Fisheries, Foretrust Building, Ground Floor,

Martin Hammerschlag Way, Foreshore, Cape Town, 8001

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

CONTACT PERSON  Ncumisa Matiwanp  CONTACT PERSON  Mr Laeeq Aspeling / Mr N Daniels

TELEPHONE NUMBER  021 402 3632 / 072 261 4780  TELEPHONE NUMBER  062 771 8899 / 021 402 3510

FACSIMILE NUMBER  N/A  FACSIMILE NUMBER  N/A

E-MAIL ADDRESS  NcumisaM@daff.gov.za  E-MAIL ADDRESS  laeecoA@daff.gov.za and ndaniels@environment.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE STATUS

TAX COMPLIANCE SYSTEM PIN:

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

[ TICK APPLICABLE BOX]

☑ Yes  ☐ No

B-BBEE STATUS LEVEL SWORN AFFIDAVIT

[ TICK APPLICABLE BOX]

☐ Yes  ☐ No

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

☐ Yes  ☐ No

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORKS OFFERED?

☐ Yes  ☐ No

[ IF YES ENCLOSE PROOF]

[ 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 RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.

2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6. WHERE NO TCS 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)

NAME OF BIDDER: ................................................................. BID NO: 4.4.12.4/MLRF161/20
CLOSING TIME 11:00 CLOSING DATE: 22 January 2021

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

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

APPOINTMENT OF A PROJECT MANAGEMENT TEAM (PMT) TO EFFECTIVELY AND EFFICIENTLY MONITOR AND REPORT ON THE RELEASE, PROCESSING AND SELLING OF CONFISCATED ABALONE ON BEHALF OF THE DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES FOR A PERIOD OF THREE (3) YEARS,

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

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

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

4. PERSON AND POSITION

   R------------------  R------------------

   R------------------  R------------------

   R------------------  R------------------

   R------------------  R------------------

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

   R------------------  R------------------  days

   R------------------  R------------------  days

   R------------------  R------------------  days

   R------------------  R------------------  days

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

   DESCRIPTION OF EXPENSE TO BE INCURRED

   R------------------  R------------------  R------------------

   R------------------  R------------------  R------------------

   R------------------  R------------------  R------------------

   R------------------  R------------------  R------------------

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

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

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

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

7. Estimated man-days for completion of project

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

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

"[DELETE IF NOT APPLICABLE]"

Any enquiries regarding bidding procedures may be directed to the –

Ncumisa Matiwane  
NcumisaM@daff.gov.za  
Tel: 021 402 3632 / 072 261 4780

Or for technical information –

Mr Laeeq Aspeling / Mr N Daniels on  
laeegA@daff.gov.za / ndaniels@environment.gov.za
Tel: 082 771 8899 / 021 402 3510
DECLARATION OF INTEREST

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

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

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

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

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

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

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

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

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

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

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

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

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

YES / NO

2.7.1 If so, furnish the following particulars:

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

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

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

YES / NO

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

YES / NO

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

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

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

YES / NO

2.8.1 If so, furnish particulars:
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

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

YES / NO
2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

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

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

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

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

May 2011
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

2. DEFINITIONS

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

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

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

(e) "EME" means an Exemplified 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:

80/20 or 90/10

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

Where

\( Ps \) = Points scored for price of bid under consideration

\( Pt \) = Price of bid under consideration

\( P_{\text{min}} \) = Price of lowest acceptable bid

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

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

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
</tbody>
</table>
5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: ..................(maximum of 10 or 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 percentage of the contract will be subcontracted ..............................% 

ii) The name of the subcontractor ................................................................

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

iv) Whether the subcontractor 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>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any EME</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: ..............................................................................................................

8.2 VAT registration number: ........................................................................................................

8.3 Company registration number: .................................................................................................

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

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

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

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

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

SIGNATURE(S) OF 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>
</tbody>
</table>
4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No
---|---|---|---
4.4.1 | If so, furnish particulars:

SBD 8

CERTIFICATION

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

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

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

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

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

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).\(^2\) Collusive bidding is a *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 consortium⁹ 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.

⁹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Js914w 2

TERMS OF REFERENCE

BID MLRF: 161/20 - APPOINTMENT OF A PROJECT MANAGEMENT TEAM (PMT) TO EFFECTIVELY AND EFFICIENTLY MONITOR AND REPORT ON THE RELEASE, PROCESSING AND SELLING OF CONFISCATED ABALONE ON BEHALF OF THE DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES FOR A PERIOD OF THREE (3) YEARS
CONTENTS

1. PURPOSE 3
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3. SCOPE OF WORK 3
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15. ADDITIONAL INFORMATION ON THE BID PROPOSAL 8
16. EVALUATION OF TECHNICAL INFORMATION 8
17. EVALUATION METHODOLOGY 9
18. EVALUATION CRITERIA 9
19. ANNEXURE A - DRAFT SERVICE LEVEL AGREEMENT

PMT BID MLRF: 220
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 Environment, Forestry and Fisheries (hereafter referred to as the Department) requires the services of a specialist Project Monitoring Team (PMT) to monitor and report on the release, processing and selling of confiscated abalone on behalf of the Department 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 Through this bid process, the Department intends appointing a specialist PMT to report, monitor the release, processing, drying and selling of confiscated abalone for a period of three (3) years.

2.3 It should also be noted that in conjunction with this appointment, the Department intends appointing a Fishing Processing Establishment (FPE) to process frozen confiscated abalone, grade already dried confiscated abalone. A copy of this specification is also attached for easy reference as Annexure A.

2.4 The PMT service provider will be independent from the FPE service provider and will render the above-mentioned service on behalf of the Department and ensure that the processes are conducted with integrity in an open and transparent manner.

2.5 The service provider including all staff involved in this bid must disclose any past association and the nature of the association with suppliers and buyers in the abalone industry, locally and/or abroad.

3. **SCOPE OF WORK:**

3.1 The following are the responsibilities of the PMT and failure to comply with all these requirements will lead to immediate disqualification:

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>COMPLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Be fully conversant with the content of the Department's Policy on the Handling of Confiscated Abalone attached as Annexure B.</td>
<td></td>
</tr>
</tbody>
</table>

PMT BID MLRF: 220
<table>
<thead>
<tr>
<th></th>
<th>Ensure that no abalone in any form is present or stored at the dedicated area where these operations will take place at the premises of the fish processing establishment (s) at the commencement of both bids.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Conduct regular site inspections not limited to security and video surveillance of the premises of the fish processing establishment throughout the duration of the bid. Normal working hours will be determined beforehand. PMT should ensure that stringent security at the premises of the processing service provider is maintained at all time and in working order.</td>
</tr>
<tr>
<td></td>
<td>Have regular meetings with the Department regarding the receipting, storage and processing of all abalone.</td>
</tr>
<tr>
<td></td>
<td>Accurate receipting, compiling statistics and safeguarding of supporting documentation of all confiscated abalone received from the Department store in Cape Town as well as at the premises of the fish processing establishment (s) to be appointed by the Department.</td>
</tr>
<tr>
<td></td>
<td>The PMT will immediately report to the Department if it is of the opinion that the fish processing establishment will not be able to process twenty (20) tons of wet (frozen) abalone to a dried form per month. Failure to report will lead to a penalty of 7.5% on the monthly invoice.</td>
</tr>
<tr>
<td></td>
<td>After processing the confiscated abalone to a dried form, accurate recording of the product regarded as unfit for human consumption must be performed so that it can be returned to the Department.</td>
</tr>
<tr>
<td></td>
<td>Monitoring that all security measures are in place on a daily basis and ensuring that the product is locked away by the PMT at the end of each working day.</td>
</tr>
<tr>
<td></td>
<td>Accurate recording and monitoring of the processing of the confiscated abalone from receipting, weighing, thawing, sorting, counting, cleaning, cooking and drying the product. Monitoring and reporting to the Department of production variances.</td>
</tr>
<tr>
<td></td>
<td>Monthly detailed reporting to the Department on monitoring the release, processing and selling of confiscated abalone.</td>
</tr>
<tr>
<td></td>
<td>The PMT must not associate with any buyers of the final abalone products during the period of this bid. Any problems the PMT experience with the fish processing establishment or their staff must immediately be reported to the Department in writing. Transgressions can lead to the immediate cancellation of this service.</td>
</tr>
<tr>
<td></td>
<td>The PMT at all times must provide for a minimum of three staff members which includes a supervisor, abalone grading specialist and a junior official. These three members must be actively involved in the monitoring of all operations taking place at the FPE.</td>
</tr>
<tr>
<td></td>
<td>The abalone grading specialist must lead the final grading of abalone required for selling prior to the approval of the Department. This specialist must also oversee the initial grading of processed abalone at the processing plant.</td>
</tr>
<tr>
<td></td>
<td>Where the Department confiscates dried abalone, the fish processing establishment will be responsible for the grading and sizing of the abalone.</td>
</tr>
</tbody>
</table>
and the compilation of a packing list. The PMT will conduct a final verification of the product before sale. Any discrepancies must be brought to the attention of the Department together with the fish processing establishment.

4. SPECIAL CONDITIONS:

4.1 The bid proposals should be submitted with all required information containing technical information as well as price information.

4.2 The MLRF Entity Maintenance form included in the bid documents must be completed and returned with the bid proposals.

4.3 Only bidders who score at least 75% for the technical evaluation criteria will be preferred.

4.4 In order to be eligible to participate in the service to report, monitor the release, processing and selling of confiscated abalone, a Service Provider(s) must attach the criminal records of all personnel to be involved in the project. Failure to comply with this requirement will render your bid as non-compliant.

4.5 The Department reserves the right to invite short listed service providers to present their bid proposals for final decision at their own costs.

4.6 Bidders must be prepared to work at rates not exceeding those prescribed by the office of the Auditor-General or the Department of Public Service and Administration (DPSA).

4.7 In addition, when the service provider is required to travel for the Department, such costs will be in accordance with the Department Travel and Transport Policy.

5. PRICING AND PAYMENT:

5.1 The bidder(s) must complete the pricing schedule (SBD3).

5.2 The bidder(s) must bid set fees in South African Rand (inclusive of VAT). The fees must reflect the cost of each resource they will provide per hour for normal working hours as well as after normal working hours.

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

5.4 Only once the Department has received a detailed tax invoice for the costs of monitoring 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).

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

6. SERVICE LEVEL AGREEMENT:

6.1 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.

6.2 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.

7. TIMING OF ASSIGNMENT

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

7.2 This service is required for a period of thirty six (36) months and will run in conjunction with that of the fish processing establishment.

8. PERFORMANCE MEASURES

8.1 The performance measures for the delivery of the deliverables in paragraph 3 above will be closely monitored by the Project Manager as appointed by the Department.

9. REPORTING

9.1 The successful service provider will submit monthly reports to the Department's Project Manager outlining the monitoring performed on the processing of each batch of abalone together with the relevant invoice.

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

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

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

11. CONDITIONS OF BID

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

11.1.1 The Bidder(s) must complete the pricing schedule and respond to the requirements stipulated in Scope of Works above.

11.1.2 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.

11.1.3 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.

11.1.4 A trust, consortium or joint venture must submit a consolidated B-BBEE status level verification certificate for every separate bid.

11.1.5 The bid documents must include, amongst others, the following:

11.1.5.1 A detailed proposed project plan of action, which should include the inspection protocols to be used in accordance with activities in the paragraph 3.

11.1.5.2 A list of references where similar work was performed.

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

12. COMPULSORY BRIEFING SESSION:
Due to the high incidents of COVID19, a MS Teams compulsory briefing session will be held on at 09:00 on 12 January 2021 and bidders are required to register for attendance to ndaniels@environment.gov.za by 12:00 on 11 January 2021.

13. CLOSING TIME OF BID:

13.1 The closing time for the receipt of the service providers bid in response to this invitation is 11h00 on 22 January 2021.
13.2 All bids must be submitted in a sealed envelope bearing the bid Number, description of bid and closing date. All documentation must be received before the closing time stipulated above.

13.3 The Bidders must submit one (1) original and three (3) copies of their proposals in sealed envelopes.

14. **ENQUIRIES:**

14.1 All enquiries to be directed to;

Technical: LaeegA@daff.gov.za
Supply Chain Management: NcumisaM@daff.gov.za

14.2 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.

15. **ADDITIONAL INFORMATION ON BID PROPOSAL:**

15.1 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.

15.2 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.

15.3 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.

15.4 The Department will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bids.

15.5 Please note that the Department is not bound to select any of the firms submitting the proposals. The 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.

15.6 Travelling costs and time spent or incurred between home and office of the service provider and the Department head office will not be for the account of the Department.

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

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

16.2 Each Bidder has to complete the pricing schedule
17. **EVALUATION METHODOLOGY:**

17.1 Bids will 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.

17.2 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.

17.3 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.

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

18. **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 the fields of project management including forensic auditing and records of achievements</td>
<td>Bidder(s) are required to demonstrate relevant past experience and competency of the field of project management including forensic auditing in both public and private sector.</td>
<td>20</td>
</tr>
<tr>
<td>Bidders should submit reliable contactable signed references for projects of a similar scope, which were successfully completed in the previous years</td>
<td>Indicator</td>
<td></td>
</tr>
<tr>
<td>No information provided</td>
<td>0</td>
<td></td>
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<tr>
<td>0 and less than 3 years experience</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>3 and less than 5 years experience</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>5 and less than 7 years experience</td>
<td>3</td>
<td></td>
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<tr>
<td>7 and less than 9 years experience</td>
<td>4</td>
<td></td>
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<tr>
<td>9 and more years of experience</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Level of experience and qualifications of</td>
<td>Bidders are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.</td>
<td>30</td>
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</tbody>
</table>

PMT BID MLRF: 220
<table>
<thead>
<tr>
<th>GUIDELINES FOR CATEGORY CRITERIA</th>
<th>FUNCTIONALITY (GUIDELINES FOR CRITERIA APPLICATION)</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>personnel - CVs to be submitted.</td>
<td>Bidders should submit curriculum vitae for the key personnel proposed to be employed on the project. Curriculum</td>
<td>Indicator</td>
</tr>
<tr>
<td></td>
<td>vitae are to include specific details of these individuals including relevant experience and to include three</td>
<td></td>
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<tr>
<td></td>
<td>contactable references, technical qualifications in auditing and past experience in food handling / grading of</td>
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</tr>
<tr>
<td></td>
<td>abalone and processing abalone. No information provided 0</td>
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<td></td>
<td>0 and less than 3 years experience 1</td>
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<td>3 and less than 5 years experience 2</td>
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<td>5 and less than 7 years experience 3</td>
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<td>7 and less than 10 years experience 4</td>
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<tr>
<td></td>
<td>10 and more years experience 5</td>
<td></td>
</tr>
<tr>
<td>A comprehensive and detailed anti-corruption</td>
<td>Bidders are required to provide a detailed anti-corruption strategy with immediate actions taken by the service</td>
<td>25</td>
</tr>
<tr>
<td>strategy</td>
<td>provider when breaches occur and to mitigate the risks associated with the loss of high value abalone at the</td>
<td></td>
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<tr>
<td></td>
<td>processing plant. Anti-corruption strategy including with immediate actions taken by the service provider when</td>
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<td></td>
<td>breaches occur. No information provided 0</td>
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<tr>
<td></td>
<td>Anti-corruption strategy irrelevant 1</td>
<td></td>
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<tr>
<td></td>
<td>Anti-corruption strategy provided with no clear deliverables, timeframes / milestones. 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Limited information provided on deliverables, timeframes / milestones. 3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Anti-corruption strategy with clear deliverables, timeframes / milestones for at least three criteria. 4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Anti-corruption strategy well broken down with details of deliverables, timeframes / milestones for more than</td>
<td></td>
</tr>
<tr>
<td>Compliance with the requirements as set out in</td>
<td>three criteria. 5</td>
<td></td>
</tr>
<tr>
<td>the scope of work</td>
<td>Bidder(s) are required to provide an action plan to demonstrate how they intend meeting the requirements stipulated</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>in the scope of works. Bidders should present their ability to monitor the processing done at the fish</td>
<td></td>
</tr>
<tr>
<td></td>
<td>processing establishment. No information provided 0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Action plan irrelevant 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Limited information provided on deliverables, timeframes / milestones 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Action plan with clear deliverables, timeframes / milestones for at least 50% of the responsibilities. 3</td>
<td></td>
</tr>
</tbody>
</table>
PHASE 2

<table>
<thead>
<tr>
<th>No.</th>
<th>Activity</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>2</td>
<td>BBBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td>20</td>
</tr>
</tbody>
</table>
GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
NOTES

The purpose of this document is to:

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

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

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

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

1. Definitions

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.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;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which
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
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
Attention: Supplier

Subject: Documentation that should be attached to database registration form handed in to the department.

- ORIGINAL TAX CLEARANCE CERTIFICATE
- COPIES OF COMPANY REGISTRATION DOCUMENTATION IF APPLICABLE
- COPIES OF GREEN BARCODED ID DOCUMENT OF OWNER(S) OF THE REGISTERED COMPANY
- BANK STAMP OR CANCELLED CHEQUE OR BANK LETTER
- ORIGINAL BBBEE VERIFICATION CERTIFICATE
- CSD FULL REPORT
INVITATION FOR PROSPECTIVE SERVICE PROVIDERS TO REGISTER ON THE MARINE LIVING RESOURCE FUND DATABASE OF SUPPLIERS FOR GOODS AND SERVICES. THE AIM OF THIS DATABASE IS TO INCLUDE AS MANY AS POSSIBLE SMALL BUSINESSES AND HISTORICALLY DISADVANTAGED INDIVIDUALS IN THE PUBLIC SECTOR PROCUREMENT PROCESS.

NB: This form must be accompanied by an original valid tax clearance certificate during registration, application form to register for tax at SARS is also attached for your convenience.

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

1.  NAME OF COMPANY

2.  INCOME TAX REGISTRATION NUMBER

3.  INCOME TAX CERTIFICATE EXPIRY DATE

4.  INCOME TAX CERTIFICATE APPROVED DATE

5.  VAT REGISTRATION NUMBER

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

7.  POSTAL ADDRESS


Code
8. STREET ADDRESS

9. Web address:

10. E-Mail Address:

11. Telephone Number:

12. Fax Number:

13. Toll Free Number:
   (If applicable)

14. Number of full time
    employees:

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

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<td>Partnership</td>
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<td>11</td>
<td>Section 21 Company</td>
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<tr>
<td>6</td>
<td>Consortium</td>
<td>12</td>
<td>Government/Parastatals</td>
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16 CONTACT PERSON DETAILS: (Complete for at least two Persons-Preferably Management)
(Compulsory)

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<th>CONTACT PERSON 2</th>
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17. ANNUAL TURNOVER per annum

R
INSTRUCTIONS AND DEFINITIONS

2. GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

(2) who is a female; and/or

(3) who has a disability;

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

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

2.13 “Person” includes reference to a juristic person.

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position occupied in Enterprise</th>
<th>ID Number</th>
<th>Date RSA Citizenship obtained</th>
<th>*HDI Status No franchise prior to elections</th>
<th>Women</th>
<th>Disabled</th>
</tr>
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EQUITY OWNERSHIP CLAIMED IN TERMS OF THE ABOVE:

Equity Ownership by persons who had no franchise in the national elections prior to 1994: _____ %

Equity Ownership by white women: ________________________________ %

Equity Ownership by african women: ______________________________ %

Equity Ownership by disabled persons: ____________________________ %

☐ Is the company 50.1% or more black owned? (Black enterprise, which means the majority of shares, is owned by blacks)

☐ Or is the company 25.1% or more black owned? (Black empowered, which means the traditionally white owned company has empowered blacks in terms of shares in their company)

Please indicate the number of employees __________

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

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

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

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

6. GENERAL

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

7 ENQUIRIES

Department Agriculture, Forestry & Fisheries
Fisheries Management
The Supply Chain Management Directorate
Private Bag X2
Vlaeburg, 8018.

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

ASD: Procurement
Ms Ncumisa Matiwane
Tel (021) 402-3632
ncumisam@daff.gov.za

Database Admin
Ms Praba Naidoo
Tel (021) 402-3435
praban@daff.gov.za
<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>ITEM</th>
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</thead>
<tbody>
<tr>
<td>(Commodity Name)</td>
<td>(Description of supply / service)</td>
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"Commodities" Applicants should indicate in the column above, the categories of supplies / services which they would like to be registered for, as well as the specific items under the categories, for instance:

Category: Consultancy Service  
Item: Financial Management

NB:

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

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

SIGNATURE OF AUTHORISED PERSON

DATE:
# Marine Living Resources Fund

**MLRF Entity Maintenance and Credit Order Instruction**

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

<table>
<thead>
<tr>
<th>TAKE-ON</th>
<th>NEW</th>
<th>UPDATE</th>
<th>ENTITY TYPE</th>
<th>BUSINESS</th>
<th>DEPARTMENT</th>
<th>EMPLOYEE</th>
<th>OTHER</th>
</tr>
</thead>
</table>

<table>
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<tr>
<th>FROM: CREDITOR / ENTITY (DETAILS)</th>
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</thead>
<tbody>
<tr>
<td>TITLE</td>
</tr>
<tr>
<td>SURNAME</td>
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<tr>
<td>FIRST NAME/S</td>
</tr>
<tr>
<td>BUSINESS NAME</td>
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<tr>
<td>TRADING NAME</td>
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<tr>
<td>BUSINESS REG No.</td>
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<tr>
<td>VAT REGISTERED</td>
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<tr>
<td>VAT REGISTRATION NO.</td>
</tr>
<tr>
<td>ID NO.</td>
</tr>
<tr>
<td>DEPARTMENT NAME</td>
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<tr>
<td>PERSAL NO. *</td>
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</tbody>
</table>

* For employees only

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<tr>
<th>CONTACT DETAILS</th>
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<tr>
<td>STREET / PHYSICAL ADDRESS</td>
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<tr>
<td>POSTAL ADDRESS</td>
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<tr>
<td>POSTAL CODE</td>
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<th>BUSINESS TELEPHONE No.</th>
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<tr>
<td>BUSINESS FAX/SIMILE No.</td>
</tr>
<tr>
<td>NAME OF CONTACT PERSON</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
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<tr>
<td>CELLULAR TELEPHONE No.</td>
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</tbody>
</table>

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<thead>
<tr>
<th>DETAILS OF FINANCIAL INSTITUTION FOR ELECTRONIC BANKING TRANSFERS:</th>
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<tbody>
<tr>
<td>BANK NAME:</td>
</tr>
<tr>
<td>BRANCH NAME &amp; CITY/TOWN</td>
</tr>
<tr>
<td>BRANCH NUMBER/CODE</td>
</tr>
<tr>
<td>ACCOUNT NUMBER</td>
</tr>
<tr>
<td>ACCOUNT TYPE</td>
</tr>
</tbody>
</table>

| BANK DATE STAMP (COMPULSORY) |

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

I / we understand that the credit transfers hereby authorised will be processed electronically through a system known as the "ACR ELECTRONIC FUNDS TRANSFER SERVICE", and 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 Resources Fund in the normal way, and that it will indicate the date on which funds will be available in my / our account.

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION OF OWNERS/DIRECTORS/MEMBERS/PARTNERS

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

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

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

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

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

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

RESOLVED that:

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

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

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

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

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

<table>
<thead>
<tr>
<th>No</th>
<th>Name</th>
<th>Capacity</th>
<th>Signature</th>
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Note:
1. Delete which is not applicable

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

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

Enterprise Stamp
DECLARATION

By completing this application form, the Supplier declares that:

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

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

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

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

<table>
<thead>
<tr>
<th>Signature</th>
<th>Full Name</th>
<th>Capacity</th>
<th>Date</th>
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COMMISSIONER OF OATHS:

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

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

Stamp

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

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