INVITATION TO BID

DEPARTMENT OF ENVIRONMENTAL AFFAIRS

REPUBLIC OF SOUTH AFRICA

BID REFERENCE NUMBER: E1255

APPOINTMENT OF A SERVICE PROVIDER/S TO UNDERTAKE A MICRO GOVERNANCE REVIEW OF ALL ENVIRONMENTAL SECTOR PUBLIC ENTITIES FOR A PERIOD OF ONE YEAR.
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS

BID NUMBER: E 1255          CLOSING DATE: 04-10-2013             CLOSING TIME: 11:00

DESCRIPTION: Appointment of a service provider/s to undertake a micro governance review of all Environmental Sector Public Entities for a period of one year.

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

BID DOCUMENTS MAY BE POSTED TO:
Director- General; Department of Environmental Affairs; Private Bag X 447 PRETORIA 0001

OR

DEPOSITED IN THE BID BOX SITUATED AT: Department of Environmental Affairs 2nd Floor, Fedsure Forum Building Corner Lillian Ngoyi & Pretorius Street, Pretoria 0001

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

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

NB: TWO BID PROPOSALS MUST BE SUBMITTED, CLEARLY MARKED: ORIGINAL AND COPY

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

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER  CODE……………NUMBER………………………………………………………………………………..

CELLPHONE NUMBER

FACSIMILE NUMBER  CODE ………… .NUMBER…………………………………………………………………………………

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)   YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)   YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)…………………………………….       □

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR……………………………………,□

A REGISTERED AUDITOR …………………………………………………………………………………………………….[TICK APPLICABLE BOX]
(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE....................... TOTAL NUMBER OF ITEMS OFFERED

________________________________________

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Environmental Affairs

Contact Person: Marthinus Prinsloo / Jonas Nkitseng / Tshepo Matheane
Tel: (012) 310 3558  (012) 310 3064  or  (012) 395 1819
Fax: 012 320 2894.

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Hanlie Schoeman
Tel: 012 310 3164  or (012) 310 3211

or

Fatima Rawjee  Tel: (012) 310 3002
TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

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

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

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

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
NAME OF BIDDER: ................................................................. BID NO: E 1255
CLOSING TIME 11:00  CLOSING DATE: 04-10-2013

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

DESCRIPTION: Appointment of a service provider/s to undertake a micro governance review of all Environmental Sector Public Entities for a period of one year.

**(ALL APPLICABLE TAXES INCLUDED)**

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

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

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

4. PERSON AND POSITION

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

<table>
<thead>
<tr>
<th>PHASE</th>
<th>COST PER PHASE</th>
<th>MAN-DAYS</th>
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</thead>
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</table>

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

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

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

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

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

Department of Environmental Affairs

Marthinus Prinsloo / Jonas Nkitseng / Tshepo Mtheane

Tel: (012) 310 3558 / 310 3064 / (012) 395 1819

Or for technical information –

Hanlie Schoeman Tel: (012) 310 3164 or (012) 310 3211

or

Fatima Rawjee Tel: (012) 310 3002
ANNEXURE B

SBD 4

DECLARATION OF INTEREST

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

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

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

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

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

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

2.3 Position occupied in the Company (director, trustee, shareholder\(^2\), member): .................................................................

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

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

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

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

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

\(^2\)"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state? [YES / NO]

2.7.1 If so, furnish the following particulars:

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

Any other particulars:
..................................................................................................................
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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 attach 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:
..................................................................................................................
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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:
..................................................................................................................
..................................................................................................................
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2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? [YES / NO]

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

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

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

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

I, THE UNDERSIGNED (NAME)………………………………………………………………………………

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

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

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

November 2011
THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million. or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million. or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million. or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;

b. the contractor and the DTI will sign the NIP obligation agreement;
c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.
This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

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

### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th>POINTS</th>
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<tbody>
<tr>
<td><strong>PRICE</strong></td>
<td>90-----------</td>
</tr>
<tr>
<td><strong>B-BBEE STATUS LEVEL OF CONTRIBUTION</strong></td>
<td>10-----------</td>
</tr>
</tbody>
</table>

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

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

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

### 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.13 “person” includes a juristic person;

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

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

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

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

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

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

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

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

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

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

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
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<tbody>
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<td>1</td>
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<td>5</td>
<td>12</td>
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</table>
Non-compliant contributor

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

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

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

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

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

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

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

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

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

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

9.4 TYPE OF COMPANY/ FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

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

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

(i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the bidding process;

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

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

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

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

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

SIGNATURE(S) OF BIDDER(S)

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

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

ADDRESS:............................

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

........................................
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
| 4.1  | 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). | 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)?  
The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes | No |
| 4.2.1| If so, furnish particulars:                                                                                                                                                                               |-----|----|
| 4.3  | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |
| 4.3.1| If so, furnish particulars:                                                                                                                                                                               |-----|----|
| 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

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

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

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

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

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

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

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

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

______________________________________________________________________________

(Name of Institution)

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

I certify, on behalf of:_______________________________________________________ that:

(Name of Bidder)

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

Js914w 2

SPECIFICATION/TERMS OF REFERENCE FOR THE OUTSOURCING OF A SERVICE PROVIDER TO UNDERTAKE A MICRO GOVERNANCE REVIEW OF ALL ENVIRONMENTAL SECTOR PUBLIC ENTITIES FOR A PERIOD OF ONE YEAR

Part One

1. BACKGROUND
1.1. The Presidential Review Committee (PRC) on State-owned Entities (SOEs) was appointed to review all state-owned entities and make recommendations on aligning these entities at all spheres of Government in order to achieve the development objectives and aspirations of South Africa.

1.2. It was found that there are approximately 715 entities serving various social and commercial objectives at different spheres of Government. As a result of the large number of entities, it was not possible to undertake a micro study of each of the entities. However, the PRC recommended continued in-depth micro-assessments of SOEs.

1.3. The main question was whether SOEs were responding to the State’s development agenda. This requires the State to be an active and decisive shareholder that plays a leadership role in creating an enabling environment to drive the performance of SOEs in delivering their mandate.

1.4. It was found that South Africa has no common agenda for and understanding of SOEs; that the legislative framework for SOEs was found to be inadequate, displaying evidence of conflict and duplication.

1.5. The governance, ownership policy and oversight systems were found to be inadequate. The quality of boards and executives’ recruitment were also found to be inadequate. There is no clarity on the role of the executive
authority, boards and the chief executive in the governance and operational management of SOEs.

1.6. Remuneration frameworks and practices are inconsistent. This requires urgent reconsideration because of its impact directly on the performance of SOEs and influences on the supply and demand for skilled personnel in the market.

1.7. Many SOEs currently require a massive injection of capital, and finance policies require close re-examination. Funding models for social and economic development mandates of SOEs are blurred and confusing, leading, in some instances, to undercapitalisation, which impedes the SOEs ability to contribute to meeting national challenges.

1.8. The service delivery performance of SOEs were found to be mixed, some exhibiting excellence and providing high quality service, while in other areas there are deficiencies characterised by low levels of customer satisfaction, complaints and service delivery protests.

1.9. The performance of SOEs is subject to a number of variables, including the performance contracts between the executive authority and the boards of SOEs. Despite the importance of shareholders contracts, these are often not signed on time and make insufficient provision for objectives beyond the narrow goal of profitability.

1.10. Generally, SOEs tend to lack robust leadership and initiative on crucial transformation imperatives such as BBBE empowerment, the creation of meaningful employment opportunities and comprehensive skills development. Collaboration and coordination among SOEs and their oversight is poor. This reduces the impact made by SOEs in service delivery and increases their costs.

2. DELIVERABLES

2.1. The objective of this RFP is to appoint a suitable independent Service provider/s that can support the Department of Environmental Affairs (DEA) in:

2.1.1. The undertaking of a micro level governance review of all environmental sector public entities.
2.1.2. Aligning these environmental sector public entities at all spheres of Government in order to achieve the developmental objectives and aspirations of South Africa.

2.1.3. Recommending reforms (guided by the PRC principles, findings and recommendations to guide SOE reform) for environmental sector public entities to be more efficient and effective in accelerating the country’s growth and development aspirations.

2.1.4. Develop a roll-out plan to implement reforms recommended in 2.1.3 above.

2.1.5. Develop monitoring processes to monitor performance of the environmental sector public entities as well as to provide strategic advice to line ministers on maximising the resources of the environmental sector public entities.

2.1.6. Develop standing processes to regularly review the rationale, goals, mission and performance of environmental sector public entities.

3. SCOPE AND EXTENT OF WORK

3.1. The role of the Service provider/s is to assist the DEA with the undertaking of a governance review of all environmental sector public entities.

3.2. The appointed service provider/s shall undertake the following:

3.2.1. Identify all environmental sector public entities at all spheres of government.

3.2.2. Identify key stakeholders and role players relevant to environmental sector public entities.

3.2.3. Develop a database of all environmental sector public entities at all spheres of government as well as key stakeholders and role players relevant to environmental sector public entities. The database of environmental sector public entities developed by the PRC must be used as a starting point. The database shall have the ability to link to a host server and have the functionality to be kept live and updated regularly.

3.2.4. Undertake a micro governance review of all identified environmental sector public entities. The macro governance review undertaken by the PRC shall be used as a baseline.

3.2.5. The governance review shall be informed by existing strategic and policy imperatives, inter alia, outcomes of the 52nd Conference of the ANC in Polokwane on December 2007; the Medium-Term Strategic Framework (2009-2014), the National Development Plan 2030 Our Future make it work

3.2.6. The governance review shall further be informed and guided by *inter alia* the Public Finance Management Act (No.1 of 1999 as amended by Act 29 of 1999), enabling legislation and the King III report. Specific reference is made to the triple bottom line principle.

3.2.7. Key international lessons on SOE reforms must be considered and included in the study as well as its recommendations.

3.2.8. The governance review shall:

3.2.8.1. Investigate and formulate specific goals for all environmental sector public entities;

3.2.8.2. Develop rationale and mission for identified environmental sector public entities (individually and collectively);

3.2.8.3. Develop terms for accelerating the wider economic growth, expanding industrialisation and providing infrastructure; and

3.2.8.4. Ensure quality and timely public service delivery.

3.2.9. The study must make recommendations to reposition all the environmental sector public entities guided by the critical factors highlighted by the PRC, by:

3.2.9.1. Investigating the applicability and relevance of the 31 recommendations of the PRC;

3.2.9.2. Investigating the applicability of the findings of the PRC;

3.2.9.3. Recommending additional applicable reforms guided by the principles set out by the PRC; and

3.2.9.4. Developing a phased reform process or programme (implementation) for the short, medium and long-term.

3.2.10. The study must further focus on formulating a clear concept for an overarching legislative framework for all environmental sector public entities and setting out objectives for the management of all environmental sector public entities.

3.2.11. The study must be workshopped with all environmental sector public entities at all spheres of government as well as key stakeholders and role players relevant to environmental sector public entities. The outcomes of which shall be included in the study and its recommendations.
3.2.12. The definitions as contained in the PRC report on State-Owned entities shall apply.

3.2.13. The service provider/s must in addition develop and roll-out a detailed skills transfer programme to ensure that the core project team develops the necessary skills to implement a similar future study without the assistance of a service provider.

4. **TIMING OF ASSIGNMENT**

4.1. All work is to be carried out in accordance with the time schedule as agreed to with the Programme Manager.

4.2. The expected timing of the project is a period of one year, as outlined below:

   4.2.1. Compile a database of all environmental sector public entities at all spheres of government as well as key stakeholders and role players relevant to environmental sector public entities – One month.

   4.2.2. Develop a draft report on the micro governance review of all environmental sector public entities – Two months.

   4.2.3. Conduct and facilitate workshop/s with all environmental sector public entities at all spheres of government as well as key stakeholders and role players relevant to environmental sector public entities – Three months.

   4.2.4. Develop a report on the outcomes of the workshop/s for all environmental sector public entities at all spheres of government as well as key stakeholders and role players relevant to environmental sector public entities – One month.

   4.2.5. Submit the final report on the micro governance review of all environmental sector public entities – Three months.

   4.2.6. Submit the final report on the phased approach to implementing the recommendations of the final report on the micro governance review of all environmental sector public entities – Two months.

5. **PERFORMANCE MEASURES**

5.1. The performance measures for the delivery of the undertaking of a governance review of all environmental sector public entities will be closely monitored by DEA.

5.2. The service provider/s shall provide the DEA with the following:
5.2.1. A comprehensive database of all environmental sector public entities at all spheres of government as well as key stakeholders and role players relevant to environmental sector public entities.

5.2.2. A draft report on the micro governance review of all environmental sector public entities.

5.2.3. A workshop/s implementation strategy / programme for environmental sector public entities at all spheres of government as well as key stakeholders and role players relevant to environmental sector public entities.

5.2.4. A report on the outcomes of the workshop/s implementation strategy / programme for all environmental sector public entities at all spheres of government as well as key stakeholders and role players relevant to environmental sector public entities.

5.2.5. A final report on the micro governance review of all environmental sector public entities.

5.2.6. An implementation strategy on the phased approach to implementing the recommendations of the final report on the micro governance review of all environmental sector public entities.

6. REPORTING

6.1. The service provider/s shall submit progress reports per deliverable to the Programme Manager for the duration of the project as outlined in section 4 above.

6.2. Failure to submit the required reports timeously will result in penalties.

7. CONTINUITY AND PROFILE OF SENIOR STAFF ON THE PROJECT

7.1. The Service provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract. If the senior is to be replaced on the project, the following shall apply:

7.1.1. Prior to the appointment of a replacement, the Programme Manager shall approve in writing such an appointment.

7.1.2. A period of at least one month is required in which the senior must work parallel with the replacement (senior consultant with similar expertise and equal years of experience) appointed to ensure the transfer project relevant skills and knowledge.
8. **SPECIAL CONDITIONS**

8.1. Bids will be subject to Supply Chain Management Conditions as follows - The Preferential Procurement Regulations, 2011 issued in terms of section 5 of the Preferential Procurement Policy Framework Act (Act No 5 of 2000), aligned with the aims of the Broad Based Black Economic Empowerment Act and its Codes of Good Practice. In accordance with this Act, submissions will be adjudicated in two stages: firstly, on functionality which must be done in terms of the evaluation criteria indicated in section 15 and the minimum threshold referred to in 8.6 below.

8.2. A bid must be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation and secondly, only the qualifying bids will be evaluated in terms of the 90/10 preference points systems, where the 90 points will be used for price only and the 10 points will be awarded in terms of the of the B-BBEE Contributor level as per the B-BBEE Verification Certificate submitted by the service provider.

8.3. The proposal shall include, *inter alia*, the following:

8.3.1. A proposed plan of action.

8.3.2. A list of references.

8.3.3. Ability to ensure continuation of staff on the project.

8.3.4. A valid original Tax Clearance certificate of which failure to submit will result in the invalidation of the bid.

8.3.5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Failure to submit the valid original Tax Clearance Certificate will result in the invalidation of the bid.

8.3.6. Certified copies of the Tax Clearance Certificate will not be acceptable.

8.4. The Curriculum Vitae of the staff who will be available for the duration of the work, of which failure to submit will result in the invalidation your bid proposal.

8.5. The bid proposals shall be submitted with all required information containing technical information as well as price information (NB: DEA Entity Maintenance form included in the bid documents must be completed and returned with the bid proposals).
8.6. Bidders must score a minimum of 75% for functionality/technical information (Stage 1) of the evaluation to qualify for Stage 2 of the evaluation, whereby only price and B-BBEE will be considered.

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

8.8. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score zero (0) points out of 10 for B-BBEE.

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

8.10. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

8.11. A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capacity and the ability to execute the sub-contract.

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

8.13. All copyright and intellectual property on all documents as well as the developed database and data will belong to the Department.

8.14. A comprehensive budget must be submitted, including all expenses (which must inter alia, cover the scope and extent of work as well as the deliverables) and other costs factors such as inter alia, disbursement costs (travel, accommodation, equipment) which must be inclusive of VAT, for the completion of the entire project.
8.15. How a joint venture (if the bidders are a joint venture between a BEE firm and a non BEE firm) will split the work between the firms. The detail must be such that DEA can audit the actual work allocation during the delivery to enforce the transfer of skills between the two firms. (The percentage involvement of each company in the joint venture shall also be indicated). Please note that all members of the joint venture shall sign the contract and are jointly and severally liable for the entire assignment.

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

8.17. The DEA reserves the right not to award the contract and not to award the contract to the lowest bidding price.

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

9. FURTHER INFORMATION
9.1. Should you require any further information in this regard, kindly contact:
   Chief Director: Special Projects: Ms Hanlie Schoeman
   Office Telephone No.: 012 310 3164 or 012 310 3211

   Alternatively:
   Deputy Director: Special Projects: Ms Fatima Rawjee
   Office Telephone No.: 012 310 3002

10. INFORMATION REQUIRED
10.1. Bid Evaluation can only be done on the basis of information, which the DEA has requested. The comprehensiveness of the bid can therefore be decisive in the awarding thereof.

11. PAYMENT TERMS
11.1. The DEA undertakes to pay-out in full within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim. No payment will be made where there is outstanding information/work not submitted by the Service provider/s until that outstanding information is submitted.
12. **VALIDITY OF BID**

12.1. The Bid is valid for a period of 90 days; however, at the discretion of the DEA, the bid validity may be extended in the event that the bid is not finalised within the validity period.

13. **EVALUATION CRITERIA**

**FUNCTIONALITY - STAGE 1**

13.1. All bid proposals submitted will be evaluated in accordance with the 90/10 principle and the evaluation criteria shall be as follows:

**Values:**

<table>
<thead>
<tr>
<th></th>
<th>0 = No indication</th>
<th>1 = Poor</th>
<th>2 = Fair</th>
<th>3 = Average</th>
<th>4 = Good</th>
<th>5 = Excellent</th>
</tr>
</thead>
</table>

13.2. *Total points scored by bidder for functionality = Weighted value score*

*Percentage allocated for functionality (100) = \( \frac{\text{Total points scored}}{100} \) \times X*

13.3. *Maximum Potential Score (500)*

<table>
<thead>
<tr>
<th>No.</th>
<th>Category</th>
<th>Weight</th>
<th>Score</th>
<th>Total (Weight ( \times ) Value awarded)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FUNCTIONALITY</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Bidder must show understanding the brief and provide insight into the methodology proposed to be employed. <strong>Bidder must propose a methodology which addresses:</strong></td>
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<tr>
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<td>c. Recommending reforms (guided by the Presidential Review Committee (PRC) principles, findings and recommendations to guide State-Owned Entities (SOE) reform) for environmental sector public entities to be more efficient and effective in accelerating the country’s growth and development aspirations.</td>
</tr>
<tr>
<td></td>
<td>d. The development of a roll-out plan to implement reforms recommended in 3 above.</td>
</tr>
<tr>
<td></td>
<td>e. The development of monitoring processes to monitor performance of the environmental sector public entities as well as to provide strategic advice to line ministers on maximising the resources of the environmental sector public entities</td>
</tr>
<tr>
<td>No.</td>
<td>Category</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>f. The development of standing processes to regularly review rationale, goals, mission and performance of environmental sector public entities.</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Capability and resources:</strong></td>
</tr>
<tr>
<td></td>
<td>a. Number of project team members to handle the project (submit names and Curricula Vitae).</td>
</tr>
<tr>
<td></td>
<td>b. Include other relevant resource requirements and indicate access to and knowledge of these resources.</td>
</tr>
<tr>
<td></td>
<td>c. Include resources available to implement a skills transfer plan to the DEA project core team.</td>
</tr>
<tr>
<td>3.</td>
<td>A proposed plan of action to achieve the objectives must be submitted for evaluation.</td>
</tr>
<tr>
<td></td>
<td>a. <strong>Step 1:</strong> Compile a database of all environmental sector public entities at all spheres of government as well as key stakeholders and role players relevant to environmental sector public entities – One Month.</td>
</tr>
<tr>
<td></td>
<td>b. <strong>Step 2:</strong> Develop a draft report on the micro governance review of all</td>
</tr>
<tr>
<td>No.</td>
<td>Category</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>environmental sector public entities – Two months.</td>
</tr>
<tr>
<td>c.</td>
<td><strong>Step 3:</strong> Conduct and facilitate workshop/s with all environmental sector public entities at all spheres of government as well as key stakeholders and role players relevant to environmental sector public entities – Three months.</td>
</tr>
<tr>
<td>d.</td>
<td><strong>Step 4:</strong> Develop a report on the outcomes of the workshop/s for all environmental sector public entities at all spheres of government as well as key stakeholders and role players relevant to environmental sector public entities – One month.</td>
</tr>
<tr>
<td>e.</td>
<td><strong>Step 5:</strong> Submit the final report on the micro governance review of all environmental sector public entities – Three months.</td>
</tr>
<tr>
<td>f.</td>
<td><strong>Step 6:</strong> Submit the final report on the phased approach to implementing the recommendations of the final report on the micro governance review of all environmental sector public entities – Two months.</td>
</tr>
</tbody>
</table>

4. Experience and a proven track record 20
<table>
<thead>
<tr>
<th>No.</th>
<th>Category</th>
<th>Weight</th>
<th>Score</th>
<th>Total (Weight X Value awarded)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>in the fields of governance, finances, law (governance and environmental) and management including both the public sector and the private sector.</td>
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</tbody>
</table>

**STAGE TWO**

**B. PRICE**

<p>| | |</p>
<table>
<thead>
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<td>90</td>
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</table>

**C. B-BBEE Status Level Contributor**

<table>
<thead>
<tr>
<th></th>
<th>Number of points (10)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
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<td>6</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>Non – compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

NB: A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score 0 out of a maximum of 10 points for B-BBEE.
IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:

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

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

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

- Quality of the Bid – The bid is structured, laid-out, formatted and organised in such a way that the evaluation committee is easily able to access the bid in accordance with the evaluation criteria and are provided with an insight into the quality of deliverables that may be expected from the bidder if successful.
PART 2

To be signed between the Service provider awarded and the department.

AGREEMENT

between

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA IN ITS
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

and

******
AGREEMENT

between

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA IN ITS DEPARTMENT OF ENVIRONMENTAL AFFAIRS, HEREINAFTER REFERRED TO AS “THE DEPARTMENT”
Address: Fedsure Forum Building
Corner of Van der Walt and Pretorius Streets
PRETORIA

Represented by ...........................................................................................................
In his/her capacity as ..............................................................................................
Duly authorised to enter into this Agreement

and

............................................................................................................................... HEREINAFTER REFERRED TO AS “THE CONSULTANT”

Address:

Represented by ...........................................................................................................
In his/her capacity as ..............................................................................................
Duly authorised to enter into this Agreement.
1. **DEFINITIONS**

1.1. "Director-General" refers to the person appointed as the Head of the Department of Environmental Affairs;

1.2. "the Agreement" means this Agreement, all Annexures and amendments hereto;

1.3. "the Department" means the Government of the Republic of South Africa in its Department of Environmental Affairs;

1.4. "the Parties" means the Department and the Consultant;

1.5. “Accounting Officer” means the Director-General.

1.6. “Project” means the projects referred to in clause 2.3.

2. **APPOINTMENT AND ACCEPTANCE**

2.1. The Department hereby appoints the Consultant to act as an independent contractor and not as an agent or employee of the Department.

2.2. The Consultant hereby accepts the appointment and undertakes to execute his/her duties and responsibilities in accordance with the terms and conditions of the Agreement.

2.3. The Consultant agrees to make the services of_________________ available for the performance of the____________________ on the following project/projects:

2.3.1. …………………………………………………………………………………

2.3.2. …………………………………………………………………………………

2.3.3. …………………………………………………………………………………

3. **DURATION OF THE AGREEMENT**

3.1. The rights and obligations of the parties of this agreement shall commence on the date of signature by the department and terminate work has been accepted and payment effected.

4. **RIGHTS AND RESPONSIBILITIES OF THE CONSULTANT**

4.1. The Consultant shall not have the power to enter into any agreement(s) or to otherwise bind or incur liability on behalf of the Department.
4.2. The Consultant shall ensure that its actions do not result in a legal claim against the department by any party being investigated.

4.1. The Consultant shall exercise the highest degree of skill, care and diligence that can be expected of its profession.

5. **DUTIES OF THE DEPARTMENT**

5.1. The Department shall ensure that the Consultant is afforded reasonable, necessary support and assistance by the Department to effectively perform its duties and responsibilities in terms of the Agreement.

5.2. I, (Designated person) shall act as the Project Officer, for control, ad hoc instructions and communication between the parties.

6. **SCOPE OF WORK**

6.1. The (Type of the work), costing and business for each project must provide the following information in a format to be provided by the department:

6.2. A costing of the project which must include the following –

6.3. A breakdown of the cost per standard item, activity and deliverable. (definitions could change after re-evaluation of business plan)

6.4. An opinion as to whether the cost is reasonable in relation to the outputs the project will deliver.

7. **DELIVERABLES**

7.1. The Consultant must submit a (expected deliverables) on the projects within _____ weeks of the date of signature of this agreement.

8. **FEES PAYABLE**

8.1. The fee for the project will be R__________. Interim payments could be arranged coupled to deliverables or this fee will be broken up into both upfront payments and monthly payments as agreed by the parties involved.

8.2. Payment shall be made to the consultant within 30 days after receipt of a satisfactory and specified accounts, certified done and payable by the____________________

8.3. All payments shall be made directly into the bank account of the Consultant.
9. **REIMBURSABLE EXPENSES**

9.1. The Consultant will be compensated directly by the Department during his/her contract period for the following expenses which are reasonably directly related to the appointment, at rates approved for the Public Service and in accordance with normal departmental procedures:

9.1.1. The cost of accommodation (three star equivalent) and meals in accordance with the Department’s policy, if the Consultant performs duties away from his/her headquarters.

9.1.2. Air transport (economy class equivalent).

9.1.3. The use of a private motor vehicle for purposes relating to this contract.

9.1.4. Class A Car rental in cases where the Consultant is away from headquarters when performing official duties.

9.1.5. Other expenses such as but not limited to parking, and toll gate fees, incurred in the execution of his/her duties.

9.1.6. Expenses that are not provided for in this agreement will not be paid.

9.1.7. The address of the headquarters of the Consultant in this regard is ________________________________.

10. **OVERHEADS OF THE CONSULTANT**

10.1. The Consultant will be responsible for the provision of all accommodation, equipment and other office infrastructure required for the execution of this contract.

11. **OWNERSHIP AND PUBLICATION OF REPORTS**

11.1. The Department will become the owner of the information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by the Consultant during the course of, and for the purpose of executing this Agreement, all of which will be handed over to the Department on request, but in any event on the termination of this Agreement for whatever reason. The Consultant relinquishes its right of retention of any other rights to which it may be entitled.

11.2. The copyright of all documents, programmes, recommendations and reports compiled by the Consultant during the course and for the purposes of finalising the project will vest in the Department, and may not be reproduced
or distributed or made available to any person outside the Department’s service, or to any institution in any way, without the prior written consent of the Department.

11.3. In the event of the Consultant providing documents or any other data to the Department, the development of which has not been at the expense of the Department, copyright shall not be vested in the Department. The Consultant shall be required to indicate in advance to which documents and/or materials, this provision applies.

11.4. The Consultant hereby indemnifies the Department against any action, claim, damage or legal cost that may be instituted against the Department on the grounds of an alleged infringement of copyright of any other intellectual property which results directly from an action of the Consultant acting in the execution of the scope of work referred to in clause 6.

11.5. All information, documents, recommendations, programmes, project records and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Department’s service and may not be published either during the currency of the Agreement, or after termination thereof without the prior written consent of the Department.

11.6. The Department hereby permits the Consultant to copy and distribute all information, documents, recommendations, programmes and reports collected and compiled by the Consultant during the course and for the purpose of the finalisation of the project, solely for the purpose and in the execution of the Consultant’s obligations in terms of this Agreement.

12. NO AGENCY OR PARTNERSHIP

12.1. The relationship between the Parties in terms of the Agreement shall involve a close collaboration between two independent contracting Parties and in the circumstances shall not imply any partnership in the legal sense, nor shall it constitute either Party the agent or authorised representative of the other Party unless a specific delegation or instruction to act on behalf of the Department is given by the Director-General.
13. LIMITATION OF CESSION
13.1. The rights and obligations of the Parties in terms of this Agreement shall be personal and incapable of being ceded, assigned or delegated by either of them to any other person outside of the Consultant or the Department, save with the written consent of the other Party.
13.2. Each Party warrants that he is acting as a principal and not as an agent for an undisclosed principal.

14. INDULGENCES
14.1. No extension of time, latitude or other indulgence which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Agreement, or affect such Party’s rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Agreement.

15. INTELLECTUAL PROPERTY
15.1. The Consultant undertakes to obtain the necessary consent from the proprietors or their licensees should it make use of the intellectual property of any other person.
15.2. The Consultant further indemnifies the Department against any claim of action (including costs) caused by or arising from the failure to obtain such consent.

16. TERMINATION OF AGREEMENT
16.1. In the event of a breach by the Consultant of any of the terms and conditions of this Agreement, and in the event that the Consultant fails to remedy such breach within seven (7) working days after receiving written notice from the Department to do so, the Department shall be entitled without prejudice to any other right it might have, to exercise all or any number of the following rights:
16.1.1. To suspend further payments to the Consultant;
16.1.2. To appoint any other person or persons to complete the execution of the project, in which event the Consultant shall be held liable for costs incurred in the appointment of such person or persons as well as reasonable costs related to the delayed project.
16.2. Any dispute arising from or in connection with this Agreement shall be referred to arbitration.

16.3. The Department may terminate the Agreement should the Consultant make himself guilty of misconduct in terms of the code of conduct of its profession or if the Consultant acts dishonestly or contrary to the integrity which is required by its profession.

16.4. In the event of any breach by the Department of the terms and conditions of this Agreement, and in the event of the Department remaining in default after seven (7) working days written notice calling for rectification of the matter, the Consultant shall be entitled to:

16.4.1. Enforce strict compliance with the terms and conditions of the Agreement;
or

16.4.2. To cancel the Agreement.

16.5. In the event of the Agreement being terminated for whatever reason, the Consultant will be entitled to payment for work done for acceptable deliverables for which it had not yet been paid.

16.6. If, owing to circumstances beyond the control of the Consultant, it becomes impossible for the Consultant to fulfill any of its obligations in terms of this Agreement, the Department, upon receipt of a written request from the Consultant, shall consider granting the Consultant the necessary permission to defer such performance for such period as may be required under the circumstances, which permission shall not be withheld unreasonably.

16.7. The Department reserves the right to terminate this Agreement or temporarily defer the work, or any part thereof, at any stage of completion, should it be decided not to proceed with the project. The Department may terminate the agreement by giving ten (10) days notice to the Consultant. Should the Agreement be so terminated the Consultant shall only be paid for the appropriate portion of the work completed.

17. DISPUTE RESOLUTION

17.1. The terms of this clause shall apply if the Parties agree in writing within ten (10) working days after failure of negotiations of the parties to reach an agreement on a dispute, that the dispute be submitted to arbitration.
17.2. Notwithstanding anything to the contrary contained in this Agreement, it is agreed that irrespective of the fact that the matter is referred to negotiation, litigation in court or arbitration, the decision of the Department on the issue involved will immediately be given effect to by the Consultant and the Consultant shall proceed with the project works with all diligence, unless the parties agree otherwise in writing.

17.3. The arbitrator shall be a person agreed upon between the Parties and failing agreement, the arbitrator shall be nominated by the President of the Transvaal Law Society or its successors.

17.4. The Party instituting these proceedings shall appoint the arbitrator and the arbitrator shall notify the Parties beforehand of the remuneration required by him/her for his/her services.

17.5. Within thirty (30) working days after receipt of the notice in 17.4 each Party shall submit to the arbitrator a full statement of its case in which shall be set out all the evidence, sworn statements, facts, submissions and expert opinions supporting or proving such Party’s contention in regard to the matter in dispute and serve a copy thereof on the other Party.

17.6. Within fourteen (14) working days of receipt of such a copy of the other party’s statement of case either Party may submit a further supplementary statement to the arbitrator and serve a copy on the other Party.

17.7. If requested by the arbitrator, the Parties may submit and serve further statements within fourteen (14) working days of the request.

17.8. The arbitrator shall then consider and decide the dispute on the papers before him/her without any legal representation or appearance by the Parties.

17.9. If the arbitrator considers that he/she cannot decide the matter on the papers before him/her he/she may call for other evidence or for witnesses to testify at a place determined by him/her in the presence of the Parties who may also question such witnesses.

17.10. The arbitrator shall be entitled to make such award, including an award for specific performance, an interdict, damages or otherwise as his/her discretion may deem fit and appropriate.

17.11. The arbitrator shall decide the dispute according to the Law of South Africa.

17.12. The arbitrator shall at all times have regard to the intention of the Parties and shall resolve the dispute in a summary manner.
17.13. Any award made by the arbitrator:
17.13.1. Shall be final and binding upon the Parties;
17.13.2. Shall be carried into effect by the Parties;
17.13.3. May only be made an order of the Court if the Party concerned fails to heed to the terms of the award; and
17.13.4. May include an order directing the unsuccessful Party to pay the costs of the arbitrator and the necessary and proper expenses incurred by the successful Party.
17.14. This clause shall survive the termination of the Agreement after termination thereof for whatever reason.
17.15. This clause shall constitute each Party’s irrevocable consent to the arbitration proceedings and no Party shall be entitled to withdraw therefrom or to claim that such Party is not bound by this clause.
17.16. If a Party fails to take part in these proceedings, such conduct shall constitute consent to an award being made against such Party.

18. INTERPRETATION
18.1. In this Agreement, except where the context otherwise requires
18.2. The singular includes the plural; and
18.3. Any reference to a natural person includes a body corporate, firm or association.
18.4. The headnotes to the clauses of this Agreement are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.
18.5. Words and phrases defined in any clause shall bear the meanings assigned thereto.
18.6. The various parts of the Agreement are severable and may be interpreted as such.
18.7. The expressions listed in Clause 1 bear the meaning assigned to them and cognate expressions bear corresponding meanings.
18.8. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.
19. **GENERAL**

19.1. Any waiver of any term or condition of this Agreement shall be of no force and effect unless reduced to writing and duly signed by both Parties.

19.2. The Agreement shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

19.3. The Parties agree that the High Court, Pretoria shall have jurisdiction in respect of any matter arising from this Agreement.

20. **DOMICILIIUM CITANDI ET EXECUTANDI**

20.1. The Department chooses as its domicilium citandi et executandi for all purposes arising from this Agreement, to serve all notices and legal documents:

- STREET ADDRESS: FEDSURE FORUM BUILDING
  CNR VAN DER WALT & PRETORIUS STREETS
  PRETORIA
  0001

- POSTAL ADDRESS: PRIVATE BAG X447
  PRETORIA
  0001

- TELEPHONE NUMBER: (012) 310 3701

- FAX NUMBER: (012) 320 1243

20.2. The Consultant chooses as its domicilium citandi et executandi for all purposes arising from this Agreement, to serve all notices and legal documents:

- STREET ADDRESS: 

- POSTAL ADDRESS: 

- TELEPHONE NUMBER: 

- FAX NUMBER: 

20.3. Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address within the Republic of South Africa.
20.4. Any notice in terms of the conditions of the Agreement must either be:
   20.4.1. Delivered by hand during normal business hours of the recipient; or
   20.4.2. Sent by prepaid registered post to the address chosen by the addressee; or
   20.4.3. Sent via facsimile.
20.5. A notice in terms of the provisions of the Agreement will be considered to be duly received:
   20.5.1. if hand-delivered on the date of delivery; or
   20.5.2. if sent by registered post, ten (10) days after the date it was posted unless the contrary is proved;
   20.5.3. if sent via facsimile, on the same day of dispatch.
20.6. Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice of communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.

THUS DONE AND SIGNED BY THE DEPARTMENT AT……………………ON THIS………….. DAY OF ………………… 2013.

AS WITNESS

__________________________________________
SIGNATURE

__________________________________________
FULL NAME

________________________  __________________________
For THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA IN ITS DEPARTMENT OF ENVIRONMENTAL AFFAIRS

__________________________________________
SIGNATURE
THUS DONE AND SIGNED BY THE DEPARTMENT AT ................................... ON THIS...... DAY OF ..................... 2013.

AS WITNESS

SIGNATURE

_____________________________  ___________________
For THE CONSULTANT              FULL NAME

SIGNATURE
THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010
NOTES

The purpose of this document is to:

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

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

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

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

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

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier’s performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

INVITATION FOR PROSPECTIVE SERVICE PROVIDERS TO REGISTER ON THE DEPARTMENTAL DATABASE OF SUPPLIERS FOR GOODS AND SERVICES FOR THE COMMODITIES THAT ARE LISTED ON PAGE 6 OF THE APPLICATION FORM. ANY APPLICATION FOR A COMMODITY NOT LISTED AS INDICATED WILL NOT BE ACCEPTABLE. THE AIM OF THIS DATABASE IS TO INCLUDE AS MANY AS POSSIBLE SMALL BUSINESSES AND HISTORICALLY DISADVANTAGED INDIVIDUALS IN THE PUBLIC SECTOR PROCUREMENT PROCESS.

NB: Applications without the required documentation will not be accepted for registration

IMPORTANT NOTES

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1 NAME OF COMPANY

1.2 INCOME TAX REGISTRATION NUMBER

Telephone: _____________________
Cellphone: _____________________
Fax nr.: _____________________
e-mail address: _____________________

1.3 VAT REGISTRATION NUMBER

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

Please √ the relevant box

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

1.5 POSTAL ADDRESS (compulsory)

STREET ADDRESS (compulsory)

1.6 ANNUAL TURNOVER per annum

R
INSTRUCTIONS AND DEFINITIONS

2. GENERAL DEFINITIONS

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

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

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

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

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

2.6 “Specific contract participation goals” means the goals as stipulated in the Preferential Procurement Regulations 2001. In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

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

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

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

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

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

(2) who is a female; and/or

(3) who has a disability:

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

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

2.13 “Person” includes reference to a juristic person.

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

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

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

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

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

2.19 “Trade Name” The trade names that the company owns or distributes, which you wish to be registered for as a supplier to the Department. Applicants should indicate this on page 5 of the application.

3. SHAREHOLDING STATUS AND GROUPING DETAILS

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

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

4
3.2 Contact Details

Main Contact person in your organization:

| Name: |  |
| Company Position: |  |
| Cellphone number: |  |
| Fax number: |  |
| Email address: |  |

Contact person responsible for sales in your organization:

| Name: |  |
| Company Position: |  |
| Cellphone number: |  |
| Fax number: |  |
| Email address: |  |

Points awarded for B-BBEE Status Level of Contribution

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

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

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

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

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

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

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

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

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

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

4. BUSINESS ACTIVITIES

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

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

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

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

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

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

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

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

**Declaration:**

By completing this application form, the Firm declares that:

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

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

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

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

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

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

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

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

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

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

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

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

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

For any enquires regarding registration process, please contact our office as follows:

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

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

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

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

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

Please ensure information is validate as per required bank screens.

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

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

<table>
<thead>
<tr>
<th>Company / Personal Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Name</td>
</tr>
<tr>
<td>Trading Name</td>
</tr>
<tr>
<td>Tax Number</td>
</tr>
<tr>
<td>VAT Number</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Initials:</td>
</tr>
<tr>
<td>Full Names</td>
</tr>
<tr>
<td>Surname</td>
</tr>
<tr>
<td>Persal Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
</tr>
<tr>
<td>(Compulsory if Supplier)</td>
</tr>
<tr>
<td>Physical</td>
</tr>
<tr>
<td>Postal</td>
</tr>
<tr>
<td>Postal Code</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>New Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Supplier information</td>
</tr>
<tr>
<td>Update Supplier information</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supplier Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
</tr>
<tr>
<td>Company</td>
</tr>
<tr>
<td>Department</td>
</tr>
<tr>
<td>Trust</td>
</tr>
<tr>
<td>CC</td>
</tr>
<tr>
<td>Other (Specify)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>78 of 79</td>
</tr>
</tbody>
</table>
### Supplier Account Details (To be Verified by the bank)

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

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Name</td>
<td></td>
</tr>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Branch Name</td>
<td></td>
</tr>
<tr>
<td>Branch Number</td>
<td></td>
</tr>
</tbody>
</table>

### Bank screen info

- **ABSA** - CIF screen
- **FNB** - Hogans system on the CIS4/CUPR
- **STD** - Bank-Look-up-screen
- **Nedbank** - Banking Platform under the Client Details Tab

<table>
<thead>
<tr>
<th>Account Type</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheque Account</td>
<td></td>
</tr>
<tr>
<td>Savings Account</td>
<td></td>
</tr>
<tr>
<td>Transmission Account</td>
<td></td>
</tr>
<tr>
<td>Bond Account</td>
<td></td>
</tr>
<tr>
<td>Other (Please Specify)</td>
<td></td>
</tr>
</tbody>
</table>

| ID Number                  |                                               |
| Passport Number            |                                               |

**Company Registration Number**

**CC Registration**

*Please include CC/CK where applicable*

**Supplier Contact Details**

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business</td>
<td>Area Code</td>
</tr>
<tr>
<td>Home</td>
<td>Area Code</td>
</tr>
<tr>
<td>Fax</td>
<td>Area Code</td>
</tr>
<tr>
<td>Cell</td>
<td>Area Code</td>
</tr>
<tr>
<td>Email Address</td>
<td>Cell Code</td>
</tr>
</tbody>
</table>

**Supplier Signature**

**Print Name**

**Date** (dd/mm/yyyy)

**NB:** All relevant fields must be completed