INVITATION TO BID

BID REFERENCE NUMBER: E 1384

THE APPOINTMENT OF A SERVICE PROVIDER TO DRAFT AND FINALISE SOUTH AFRICA’S 3RD BIENNIAL UPDATE REPORT TO THE UNITED NATIONS FRAMEWORK CONVENTION ON CLIMATE CHANGE (UNFCCC)

Contact person:
Name: Ms Sandra Motshwanedi
Office Telephone No: 012 399 9155
E-mail: smotshwanedi@environment.gov.za

Name: Mr Brian Mantlana
Office Telephone No: 012 399 9148
E-Mail: BMantlana@environment.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

<table>
<thead>
<tr>
<th>Company name</th>
<th>Supplier registration number</th>
<th>Unique reference number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Main contractor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sub-contracted/ joint venture comp 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sub-contracted/ joint venture comp 2</td>
</tr>
</tbody>
</table>

CLOSING DATE OF THE BID: 19 May 2017 AT 11H00
INVITATION TO BID

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

BID NUMBER: E 1384  CLOSING DATE: 19-05-2017  CLOSING TIME: 11:00

DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER TO DRAFT AND FINALISE SOUTH AFRICA’S 3RD BIENNIAL UPDATE REPORT TO THE UNITED NATIONS FRAMEWORK CONVENTION ON CLIMATE CHANGE (UNFCCC)

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

BID DOCUMENTS SHOULD BE DEPOSITED IN THE BID BOX SITUATED AT: Department of Environmental Affairs; The Environment House, 473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane

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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (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 …………………………………………………………………………………………………………

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Environmental Affairs

Contact Person: Mr Samuel Mofokeng / Mr Renold Mokoena

Tel: (012) 399 9057 or (012) 399 9055

E-mail: SMofokeng@environment.gov.za or RMokoena@environment.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact person:

Name: Ms Sandra Motshwanedi
Office Telephone No: 012 399 9155
E-mail: smotshwanedi@environment.gov.za

Or

Name: Mr Brian Mantlana
Office Telephone No: 012 399 9148
E-Mail: BMantlana@environment.gov.za
TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

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

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

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

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
**Pricing Schedule**

**Professional Services**

**NAME OF BIDDER:** ………………………………………………………………………………………………

**BID NO:** E 1384

**CLOSING TIME:** 11:00

**CLOSING DATE:** 19-05-2017

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

**DESCRIPTION:** THE APPOINTMENT OF A SERVICE PROVIDER TO DRAFT AND FINALISE SOUTH AFRICA’S 3RD BIENNIAL UPDATE REPORT TO THE UNITED NATIONS FRAMEWORK CONVENTION ON CLIMATE CHANGE (UNFCCC)

***(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 applicable taxes for the project.

   R…………………………………………………………

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

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

4. **PERSON AND POSITION**

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

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

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

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

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

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

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

**TOTAL: R………………………………………**

**"all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.**
5.2 Other expenses, for example accommodation (specify 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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<tbody>
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<td>R</td>
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<td></td>
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<td>R</td>
</tr>
</tbody>
</table>

TOTAL: R………………………………………………….

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

7. Estimated man-days for completion of project

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

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

*DELETE IF NOT APPLICABLE*

Any enquiries regarding bidding procedures may be directed to the Department of Environmental Affairs

Contact Person: Mr Samuel Mofokeng / Mr Renold Mokoena
Tel: (012) 399 9057 or (012) 399 9055
E-mail: SMofokeng@environment.gov.za or RMokoena@environment.gov.za

Or for technical information –

Contact person:

Name: Ms Sandra Motshwanedi
Office Telephone No: 012 399 9155
E-mail: smotshwanedi@environment.gov.za

Or

Name: Mr Brian Mantlana
Office Telephone No: 012 399 9148
E-Mail: BMantlana@environment.gov.za
This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution


1. GENERAL CONDITIONS

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

1.2
a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
2. DEFINITIONS
(a) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
(b) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
(c) “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
(d) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
(e) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
(f) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
(g) “prices” includes all applicable taxes less all unconditional discounts;
(h) “proof of B-BBEE status level of contributor” means:
   1) B-BBEE Status level certificate issued by an authorized body or person;
   2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   3) Any other requirement prescribed in terms of the B-BBEE Act;
(i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
(j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE
3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS
A maximum of 80 or 90 points is allocated for price on the following basis:
\[
P_s = 80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right)
\]
Where
\[
\begin{align*}
P_s &= \text{Points scored for price of bid under consideration} \\
P_t &= \text{Price of bid under consideration} \\
P_{\text{min}} &= \text{Price of lowest acceptable bid}
\end{align*}
\]

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

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

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

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

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

7. **SUB-CONTRACTING**

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

*(Tick applicable box)*

- **YES**
- **NO**

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted?

ii) The name of the subcontractor:

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

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

*(Tick applicable box)*

- **YES**
- **NO**

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

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

OR

Any EME
Any QSE

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

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

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution.
# 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 |
|      | The Database of Restricted Suppliers now resides on the National Treasury’s website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page. |     |    |
| 4.1.1| If so, furnish particulars:                                                                                                                          |     |    |
| 4.2  | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  
     *The Register for Tender Defaulters can be accessed on the National Treasury’s website ([www.treasury.gov.za](http://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 |
CERTIFICATION

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

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

………………………………………...   …………………………..
Signature        Date

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

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

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

TERMS OF REFERENCE

THE APPOINTMENT OF A SERVICE PROVIDER TO DRAFT AND FINALISE SOUTH AFRICA'S 3RD BIENNIAL UPDATE REPORT TO THE UNITED NATIONS FRAMEWORK CONVENTION ON CLIMATE CHANGE (UNFCCC)
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4. Scope and extend of work
5. Expected deliverables/outcomes
7. Costing/Comprehensive budget
8. Mandatory requirements
9. Special conditions of the contract
10. Payment terms
11. Technical enquiries
12. Evaluation criteria
1 PURPOSE

To appoint a service provider to draft and finalise South Africa’s 3rd Biennial Update Report (BUR-3) to the United Nations Framework Convention on Climate Change (UNFCCC).

2 INTRODUCTION AND BACKGROUND

The United Nations Framework Convention on Climate Change (UNFCCC) was adopted in 1992 as the basis for a global multilateral response to the threat of anthropogenic climate change. The Convention invites Parties (national states) to become signatories, and to thereby commit themselves to taking actions dependent on their common but differentiated responsibilities and respective capabilities to limit or reduce greenhouse gas (GHG) emissions that contribute to anthropogenic climate change, and to co-operate in adapting to the impacts of climate change. The government of the Republic of South Africa signed the convention in June 1993, and ratified it in August 1997. As party to this convention South Africa is obliged to comply with all the requirements of Non-Annex I parties under the UNFCCC. Amongst the requirements for the Non Annex I parties are the reporting requirements to the Conference of Parties (COP) on what the country is doing to implement the Convention. The commitment for Parties to communicate to the COP information relating to the implementation of the Convention is guided by Articles 4 and 12 of the Convention.

At the 16th Conference of Parties (COP 16) in Cancun, Mexico in 2010, the Parties decided to enhance reporting in national communications from non-Annex I Parties on national Greenhouse Gas (GHG) inventories, mitigation actions and their effects, and support received. It was also decided that developing countries, consistent with their capabilities and the level of support provided for reporting, should submit their first BURs by December 2014 and every second year afterwards.

BURs are intended to provide updates on actions undertaken by a Party to implement the Convention, including the status of its greenhouse gas emissions and removals by sinks, as well as on the actions to reduce emissions or enhance sinks, and support needed and received to implement these actions. At the 17th Conference of Parties (COP 17) in Durban in 2011, Parties adopted guidelines for preparation of BURs from Non-Annex I Parties
(developing countries) and also agreed on the frequency of submission of BURs, which is every two years (either as a summary of parts of their national communication in the year when national communication is submitted or as a stand-alone update report. COP17 also adopted Decision 2/CP.17 that brought about a rigorous verification process for BURs from non-Annex I countries through the International Consultation Analysis (ICA) for enhanced accountability and transparency in reporting by developing country Parties. South Africa submitted its BUR-1 on 17 December 2014 which underwent ICA technical analysis in Bonn, Germany from 18 to 22 May 2015. The summary report of South Africa’s BUR-1 is available on the UNFCCC website.

South Africa is currently developing BUR-2 will be finalized in April 2017. The BUR-2 will also be summarised for policy makers through the Summary for Policy Makers for BUR-2. Following submission of BUR-2 to the UNFCCC, the South African Government will also develop BUR-3 which is envisaged to be submitted to the UNFCCC in December 2018.

3 OBJECTIVES

The primary objectives of developing BUR-3 are as follows;

- To comply with article 4 and 12 of the UNFCCC for compiling BURs every two years.

- To ensure that the BUR-3 that is developed and finalised complies with the guidelines of BURs as well as requirements as explained in the training material of the Technical Team of Experts.

- To ensure that South Africa’s mitigation efforts as well as financial, technical and capacity needs are sufficiently communicated to the domestic and international community.

- To ensure that BUR-3 correctly reflects the update and progress from BUR-1 and BUR-2 and that the recommendations of the ICA from these two reports are taken into consideration in BUR-3.
4 SCOPE AND EXTENT OF WORK

4.1 The service provider will be responsible for, but not limited to, the following assigned duties:

OUTPUT A: DRAFTING AND FINALISING BUR-3

4.1.1 Draft and finalise BUR-3 in line with the UNFCCC guidelines for developing BURs for countries not included in Annex I of the Convention. The service provider shall draft and finalise the following chapters of BUR-3 in line with the UNFCCC BUR guidelines and the Technical Team of Experts Training Material:

- National Greenhouse Gas (GHG) Inventory (synthesis based on the 2000-2014 GHG Inventory) – The DEA will provide the National Inventory Report (2000-2014 and the service provider will summarise the content to suit the reporting requirements of the BUR as per the UNFCCC Guidelines

- Mitigation Actions and their Effects

- Financial Resources, Technology Transfer, Capacity Building and Technical Support Received and Needs

- Measurement, Reporting and Verification (MRV) in South Africa

The other three chapters not included above shall be drafted internally within the Department of Environmental Affairs including: National Circumstances, Support Received for the Preparation of the BUR as well as the Additional Information Chapters. The service provider shall finalise the chapters drafted in consultation with the DEA and shall integrate all the chapters including those drafted by the DEA into a final draft of the BUR-3. During integration, the service provider shall ensure completeness of the BUR in terms of table of contents; information flow and consistency; numbering of figures; tables; headings-subheadings; page numbers as well as general editing of the BUR.
4.1.2 In addition to the latest UNFCCC Guidelines for BURs from non-Annex I countries, the BUR-3 should also be drafted and finalised in such a manner that it complies with the requirements as laid out in the training material for the Technical Team of Experts for developing BURs.

4.1.3 The service provider shall ensure that BUR-3 is an update and an improvement of BUR-1 and BUR-2 as per the recommendations of the ICA and summary reports of both BUR-1 and BUR-2.

4.1.4 The BUR-3 is envisaged to be subjected to parallel processes of the independent review and public consultation by the DEA in the 1st quarter of 2018. The service provider shall address all inputs and comments from these two processes for chapters in consultation with the DEA and the appointed independent reviewer.

4.1.5 The service provider shall also finalise the BUR-3 report by incorporating all inputs and comments from the Project Steering Committee. DEA will then file the BUR-3 for cabinet approval.

4.1.6 The service provider shall also summarise the final BUR-3 into a Summary for Policy Makers (SPM) by extracting key policy relevant messages and making recommendations to Policy Makers from each chapter. The SPM should not be longer that 20 A4 pages. The SPM will be finalised in consultation with the DEA and the SPM.

4.2 OUTPUT B: PREPARATION BRANDED HARD COPIES AND ELECTRONIC COPIES OF THE BUR-3 REPORT

- Electronic copies of BUR-3 in Word and PDF format, in English, shall be submitted to DEA on a monthly basis (end of each calendar month) until finalisation.
5 EXPECTED DELIVERABLES / OUTCOMES

<table>
<thead>
<tr>
<th>ESCRIBPTION</th>
<th>VERIFIABLE INDICATOR</th>
<th>MEANS OF VERIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output A</td>
<td>Draft Chapters</td>
<td>Draft chapters submitted to DEA.</td>
</tr>
<tr>
<td></td>
<td>Zero Order BUR-3</td>
<td>Inputs on draft chapters</td>
</tr>
<tr>
<td></td>
<td>First Order BUR-3</td>
<td>Independent review and public comments</td>
</tr>
<tr>
<td></td>
<td>Final BUR-3</td>
<td>Draft BURs that have addressed independent review; public consultation and project steering committee inputs and comments.</td>
</tr>
<tr>
<td></td>
<td>SPM for BUR-3</td>
<td>Draft and Final BUR-3</td>
</tr>
<tr>
<td></td>
<td>Draft and Final SPM for BUR-3</td>
<td></td>
</tr>
<tr>
<td>Output B</td>
<td>PREPARATION OF ELECTRONIC COPIES OF THE BUR-3 REPORT</td>
<td>Electronic copies of BUR-3 in Word and PDF</td>
</tr>
</tbody>
</table>

6 PERIOD / DURATION OF PROJECT / ASSIGNMENT

The project must be completed within twelve (12) months after the signing of the Service Level Agreement (SLA) by both parties.

<table>
<thead>
<tr>
<th>REF.</th>
<th>OUTPUT</th>
<th>EXPECTED DELIVERY DATE AFTER PROJECT IMPLEMENTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>OUTPUT A: DRAFTING AND FINALISING BUR-3 AS WELL AS THE SPM</td>
<td>Within a 8 months of signing the SLA, during draft stage: draft report each calendar month</td>
</tr>
<tr>
<td>4.2</td>
<td>OUTPUT B: PREPARATION OF BRANDED ELECTRONIC COPIES OF THE BUR-3 REPORT</td>
<td>Within 12 months of signing the SLA</td>
</tr>
</tbody>
</table>

7 COSTING / COMPREHENSIVE BUDGET

The comprehensive budget must be provided inclusive of all disbursement costs, expenses and VAT. In order to generate the above outputs, the department will cover the expenses
relating to the work of the contracted consultant to a value not exceeding that agreed in the contracted consultants' contract.

8 MANDATORY REQUIREMENTS
N/A

9 SPECIAL CONDITIONS OF CONTRACT

9.1 The performance measures for the delivery of the Independent Review of South Africa’s Second Biennial Update Report will be closely monitored by DEA.

9.2 The Service Provider/s will submit reports on achieving particular milestones in addition to quarterly progress reports to the Programme manager, within 4 days after the end of each quarter and on the due date for milestone reports for the duration of the project. Failure to submit the required reports on time will result in penalties.

9.3 The Service provider will submit a final report in the following format:
- Output A
- Output B

9.4 The Programme manager shall do the ongoing management of the Service agreement.

9.5 The Service Provider/s must guarantee the presence of the senior in charge of throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at least a month is required in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.

9.6 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
9.7 Please take note that DEA is not bound to select any of the firms submitting proposals. DEA reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.

9.8 Bidders must score a minimum of 75% for stage 1 (functionality / technical) of the evaluation to qualify for stage 2 (price and B-BBEE) of the evaluation.

9.9 The proposal should include, amongst other, the following:
A proposed plan of action;
A list of references;
Ability to ensure continuing of staff on the project.

9.10 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the bid.

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

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

9.13 The Curriculum Vitae of the staff who will be available for the duration of the work must be attached.

9.15 The bid proposals should be submitted with all required information containing technical information.

9.16 DEA Entity Maintenance form included in the bid documents must be completed and returned with the bid proposals.

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

9.18 A breakdown of the hourly tariff inclusive of value-added tax for services rendered. Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.

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

9.20 Travelling costs and time spent or incurred between home and office of consultants and DEA office will not be for the account of DEA.

9.21 Intellectual property rights of all soft and hard copies will belong to DEA.
9.22 Bidders must submit two identical proposals for each bid clearly marked “original” and “copy”.

9.23 Progress reports in soft copy must be submitted monthly and quarterly.

9.24 Before any work can commence the service level agreement must be signed by both parties (DEA and the successful bidder) as well as the issue of an official order and should there be any dispute regarding the finalisation of the agreement, DEA reserves the right to cancel the contract with no cost implications for the Department.

9.25 The evaluation of Bids can only be done on the basis of information required by the department.

9.26 The Bid Evaluation Committee reserves the right to conduct due diligence during the evaluation process if necessary.

9.27 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.

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

9.29 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.

9.30 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.

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

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

9.33 No briefing session shall be held for this project.

9.34 The validity period of this bid is 90 days.

9.35 Suppliers and / or public entities must ensure that they are registered on the Central Supplier Database (CSD) before any procurement related activity commences with the Department.

9.36 Prospective bidders must submit their bid proposals in two envelopes:

a) One envelope with the technical proposal including the following:
   - A valid and original Tax Clearance Certificate issued by SARS;
   - Entity registration Certificate (CK1);
   - A response to the terms of reference.
   - A project plan that states the methodology and approach for accomplishing the task, project phases if applicable, time frames and outputs (excluding cost for the project);
   - profile of the company and description of similar work undertaken,
   - numbers, names and CVs of consultants assigned to the project, including their roles and responsibilities;
   - Agreement between service providers in the case of a joint venture/Consortium; and
   - Letter of authority to sign documents on behalf of the company/joint venture/Consortium.

b) The other envelope with the financial proposal (pricing schedule (SBD3.3) or other spread sheets with all cost related items, cost breakdown) (original)

9.37 The following information must be endorsed on each envelope:
   - Bid number:
   - Closing date:
   - Name of the Bidder:
   - Technical Proposal or Financial Proposal

9.38 Failure to comply with these conditions may result in a bid being disqualified.
10 PAYMENT TERMS
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 and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

11 TECHNICAL ENQUIRIES
Should you require any further information in this regard, please do not hesitate to contact:

Name: Ms Sandra Motshwanedi
Office Telephone No: 012 399 9155
E-mail: smotshwanedi@environment.gov.za

Name: Mr Brian Mantlana
Office Telephone No: 012 399 9148
E-Mail: BMantlana@environment.gov.za

12 EVALUATION CRITERIA

All bid proposals submitted will be evaluated in accordance with the 80/20 principle and the evaluation criteria should be as follows:

Values: 0 = Non-compliance, 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent

Stage 1 evaluation criteria: The bidder must score a minimum of 75% during Stage 1 (functionality / technical) of the evaluation to qualify for Stage 2 of the evaluation where only points for price and B-BBEE will be considered.

<table>
<thead>
<tr>
<th>No.</th>
<th>Category</th>
<th>Weight/Value</th>
<th>Score</th>
<th>Total (Weight X Value awarded)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>FUNCTIONALITY</td>
<td>100</td>
<td></td>
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</table>
The bidding service provider is kindly requested to not copy and paste the Terms of Reference but rather provide their proposed outline of their approach based on their understanding of the work.

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<tbody>
<tr>
<td>1.</td>
<td>Bidder understanding of the brief and the method to be employed. Outline and insight information provided in the bid document (relevance and accuracy)</td>
</tr>
<tr>
<td>2.</td>
<td>Capability (Comprehensive Curriculum Vitae of the profiles of key experts and persons to be assigned to the project with at least 5 years of experience). Experience and track record in compiling climate change reports with emphasis on mitigation as well as tracking climate finance and its needs. The following skills will also serve as additional advantage:</td>
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<td></td>
<td>Very good project management and communication skills</td>
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<td>Very good and proven report writing skills</td>
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<tr>
<td></td>
<td>Very good understanding of South Africa’s legislative framework and setting up of</td>
</tr>
</tbody>
</table>

13
institutional arrangements, country experience and knowledge of national policies, plans, legislation and strategies around the topic of climate change

3. A detailed broken down proposed plan of action with timelines to achieve the objectives.

4. The service provider’s experience and knowledge in the fields of climate change reporting. Experience in compiling or reviewing climate change reports for international reporting will serve as an added advantage.

<table>
<thead>
<tr>
<th>STAGE 2</th>
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<tbody>
<tr>
<td>B. PRICE</td>
</tr>
<tr>
<td>C. B-BBEE Status Level Contributor</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>5</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 20 points for B-BBEE.

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

- **Bidder 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 peer reviewing and scientific editing.
NOTES

The purpose of this document is to:

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

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

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

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
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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
may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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**Company / Personal Details**

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**Address Detail**

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(Compulsory if Supplier)

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**New Detail**

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

**Supplier Type:**

- [ ] Individual
- [ ] Department
- [ ] Partnership
- [ ] Company
- [ ] Trust
- [ ] Other (Specify)
- [ ] CC

**Department Number:**

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**DEPARTMENT OF ENVIRONMENTAL AFFAIRS**

**BAS ENTITY MAINTENANCE FORM**

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**Supplier Account Details** *(To be Verified by the bank, please attach bank letter or 3 months bank statement)*

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

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**Bank screen info**

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

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| Company Registration Number | / | / |
| *CC Registration | / | / |
| *Please include CC/CK where applicable |  |

**Supplier Contact Details**

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| Email Address |  |

| Contact Person: |  |

| Supplier Signature |  |
| Print Name |  |

| Date (dd/mm/yyyy) |  |

*NB: All relevant fields must be completed*