

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES

BID NUMBER: **4.4.12.4/1/15**      CLOSING DATE: **05 JUNE 2015**      CLOSING TIME: **11:00 (TELKOM TIME)**

DESCRIPTION: Bid for Appointment of a service Provider to Provide an Internet Service Solution to the Department of Agriculture, Forestry and Fisheries for a Period of three (3) years

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

BID DOCUMENTS MAY BE POSTED TO: **THE TENDER RECEIPT OFFICE, ROOM NO. A-GF-06,  
DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES  
Private Bag X250, PRETORIA, 0001**

OR

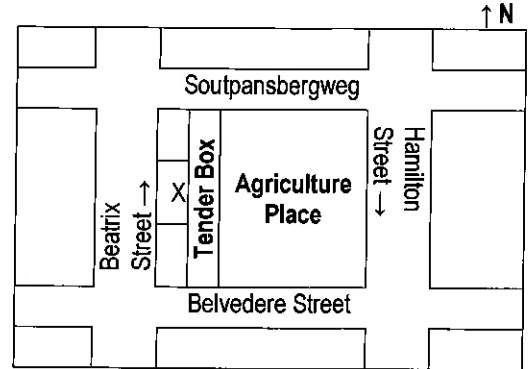
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Department of Agriculture, Forestry and Fisheries  
Agriculture Place  
Main Entrance

TENDER RECEIPT OFFICE (AT THE RECEPTION)

Room No. A-GF-06  
20 Steve Biko Street (Beatrix Street)

**ARCADIA**  
Pretoria



**Bidders should ensure that bids are delivered timeously to the correct address. The bidding box will be closed on the closing time of bids for ± 1 hour, during which time bids may be deposited over the counter at room A-GF-06. However, if the bid is late, it will not be accepted for consideration. It also remains the responsibility of the bidder to ensure that posted bids reach the bidding box before the closing time and date of bid.**

The bid box is generally open 24 hours a day, 7 days a week. (It is advisable that bids must reach the bidding box 24 hours before closing time as the bidding box is located in the reception area. Bidders are required to allow time to access the premises due to security arrangements.)

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

THIS BID IS SUBJECT TO 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: .....	
CELL PHONE NUMBER	.....	
FACSIMILE NUMBER	CODE: ..... NUMBER: .....	
E-MAIL ADDRESS	.....	
CONTACT PERSON	.....	
JOB TITLE	.....	
VAT REGISTRATION NUMBER	.....	
HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)?		YES/NO
SIGNATURE OF BIDDER	.....	
DATE	.....	
CAPACITY UNDER WHICH THIS BID IS SIGNED	.....	



### Application for a Tax Clearance Certificate

#### Purpose

Select the applicable option

Tenders

Good standing

If "Good standing", please state the purpose of this application


#### Particulars of applicant

Name/Legal name (Initials & Surname or registered name)												
Trading name (if applicable)												
ID/Passport no					Company/Close Corp. registered no							
Income Tax ref no					PAYE ref no	7						
VAT registration no	4				SDL ref no	L						
Customs code					UIF ref no	U						
Telephone no					Fax no							
E-mail address												
Physical address												
Postal address												

#### Particulars of representative (Public Officer/Trustee/Partner)

Surname												
First names												
ID/Passport no					Income Tax ref no							
Telephone no					Fax no							
E-mail address												
Physical address												

**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R

Expected duration of the tender  year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

**Audit**

Are you currently aware of any Audit investigation against you/the company?  YES  NO  
If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent  Date

Name of representative/agent

**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer  Date

Name of applicant/Public Officer

**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
  - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - (b) without just cause shown by him, refuses or neglects to-
    - (i) furnish, produce or make available any information, documents or things;
    - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number <b>4.4.12.4/1./15</b>
Closing Time <b>11:00 am Telkom time</b>	Closing date <b>05 JUNE 2015</b>

**OFFER TO BE VALID FOR 90 DAYS (UNTIL 05 SEPTEMBER 2015) FROM THE CLOSING DATE OF BID.**

- ❖ All prices must include VAT.
- ❖ A complete solution has to be provided. Service Providers must add required equipment / services that are not mentioned to ensure a workable solution.
- ❖ Service Providers are welcome to add an Annexure with a more comprehensive cost breakdown, however the following minimum prices / costs have to be provided:

**Ceiling price for the solution:**

ITEM/Description	Quantity	Unit price	Total price
<b>1 Initial setup: To be implemented at start of contract:</b> Fibre Optic: Use a fibre optic connection from the Main Site at Harvest House, Pretoria and the second fibre optic connection at Cape Town. Thirdly a wireless connection from Roodeplaat to Harvest House. A CPE router must be included in the price for both sites. The service must be managed by the ISP. Initial total bandwidth of 135 Mbps.			
1.1 Harvest House, Pretoria:			
a. Installation:	Once off		
b. Operational: Local 120 Mbps, International 60Mbps	36 months		
c. Redundancy for Harvest House, Pretoria			
i. Installation	Once off		
ii. Operational cost for redundancy	36 months		
1.2 Foretrust Building, Cape Town:			
a. Installation	Once off		
b. Operational: Local 12 Mbps, International 6	36		

ITEM/Description	Quantity	Unit price	Total price
Mbps	months		
c. Redundancy for Foretrust Building, Cape Town:			
i. Installation	Once off		
ii. Operational cost for redundancy	36 months		
1.3 Roodeplaat, Pretoria (Wireless):			
a. Installation	Once off		
b. 3 Mbps	36 months		
<b>2 Options the Department may decide to implement, either at the start of the contract or during the contract period</b>			
2.1 <b>A Fibre Optic connection for additional office at another location</b> (not already specified in contract)			
a. Installation	Once off		
b. Operational: Local 2 Mbps, International 1 Mbps	Monthly cost		
2.2 <b>Wireless connection for additional office at another location</b>			
a. Installation	Once off		
b. Operational: Local 2 Mbps, International 1 Mbps	Monthly cost		
2.3 <b>Upgrade of Fibre optic connection(s)</b>			
a. Upgrade with Increments of 10 Mbps. DAFF reserves the right to upgrade by multiples of these increments at one time (e.g. may upgrade for 10 Mbps, 20 Mbps, 30 Mbps etc).	Per 10 Mbps		
i. Installation	Once off		
ii. Operational: Local 10 Mbps, International 5 Mbps	Monthly cost		
b. Upgrade of Fibre Optic bandwidth to 180 Mbps at Harvest House Pretoria			
i. Installation	Once off		
ii. Operational: Local 180 Mbps, International 90 Mbps	Monthly cost		
c. Upgrade of Fibre Optic bandwidth to 200 Mbps at Harvest House Pretoria			
i. Installation	Once off		
ii. Operational: 200 Mbps local, 100Mbps international	Monthly cost		
d. Upgrade of Fibre Optic bandwidth to 240 Mbps at Harvest House Pretoria			
i. Installation	Once off		
ii. Operational: 240 Mbps local, 120 Mbps international	Monthly cost		
e. Upgrade of Fibre Optic bandwidth to 18			

ITEM/Description	Quantity	Unit price	Total price
Mbps at Cape Town			
i. Installation	Once off		
ii. Operational: Local 18 Mbps, International 9 Mbps	Monthly cost		
f. Upgrade of Fibre Optic bandwidth to 24 Mbps at Cape Town			
i. Installation	Once off		
ii. Operational: 24 Mbps local, 12Mbps international	Monthly cost		
g. Upgrade of Fibre Optic bandwidth to 30 Mbps at Cape Town			
i. Installation	Once off		
ii. Operational: 30 Mbps local, 15 Mbps international	Monthly cost		
h. Fibre optic service at an additional office (not already specified in the contract).			
i. Installation			
ii. Operational: 2 Mbps local, 1 Mbps international			
i. Upgrade of fibre optic for any additional office:			
i. Installation			
ii. Operational: Local 1 Mbps, International 0.5 Mbps			
<b>2.4 Upgrade of wireless bandwidth</b>			
a. Upgrade to total wireless bandwidth to 4 Mbps at Roodeplaas Pretoria			
i. Installation	Once off		
ii. Operational: Local 4 Mbps, International 2 Mbps	Monthly cost		
b. Upgrade to total wireless bandwidth to 6 Mbps at Roodeplaas Pretoria			
i. Installation	Once off		
ii. Operational: Local 6 Mbps, International 3Mbps	Monthly cost		
c. Upgrade to wireless bandwidth to 8 Mbps at Roodeplaas Pretoria			
i. Installation	Once off		
ii. Operational :Local 8Mbps, International 4 Mbps	Monthly cost		
j. Wireless service at an additional office (not already specified in the contract).			
i. Installation	Once off		
ii. Operational: 2 Mbps local, 1 Mbps international	Monthly cost		
k. Upgrade of wireless connection for any additional office:			
i. Installation	Once off		
ii. Operational: Local 1 Mbps, International 0.5 Mbps	Monthly cost		

ITEM/Description	Quantity	Unit price	Total price
2.5 <b>IPv6 prefix</b> that will cover the extent of the organisation, for at least 200 internal networks. a. Installation	Once off		
b. Operational	Monthly cost		
2.6 <b>For budget purposes</b> , prices should be specified for the price for the maximum bandwidth for the contract period: a. Fibre Optic at the Harvest House, Pretoria:			
i) Operational: Local 120 Mbps, International 60 Mbps;	12 months		
ii) Operational: Local 180 Mbps, International 90 Mbps;	12 months		
iii) Operational: Local 240 Mbps, International 120 Mbps;	12 months		
b. Fibre Optic at Foretrust Building, Cape Town			
i) Operational: Local 12 Mbps, International 6 Mbps;	12 months		
ii) Operational: Local 18 Mbps, International 9 Mbps;	12 months		
iii) Operational: Local 30 Mbps, International 15 Mbps.	12 months		
c. The wireless connection at the Roodeplaas, Pretoria:			
i) 3 Mbps;	12 months		
ii) 4 Mbps;	12 months		
iii) 6 Mbps;	12 months		
d. Optional:			
iv) Mail Cleansing / Scrubbing at Harvest House, Pretoria;	36 months		
v) Mail Cleansing / Scrubbing at Foretrust, Cape Town;	36 months		
vi) Quality of Service (QoS) mechanism to enable the DAFF to shape incoming traffic based on protocol.	36 months		
3 Any <b>additional</b> costs (like labour and equipment / components not specified) – <b>provide details in table below*</b> .			
<b>Ceiling price for solution</b>			

**Details for additional equipment, components, labour etc. needed** (service provider to specify any additional required items/components/labour not specified above):

**NB In order for this solution to work, the Department would need to procure the following additional components / items / services:**

\*

Item	Quantity required	Unit price	Total Price
<b>*Total of additional equipment and labour (Total must be added to the Ceiling price for solution).</b>			

Does offer comply with specification?

\*YES/NO

If not specification, indicate deviation(s)

.....

Period required for delivery

.....

after acceptance of bid and receipt of an official DAFF order

\*Delivery: Firm/Not firm

Note: All delivery cost must be included in the bid price, for delivery at the prescribed destination as per the above table.

Did you submit a Valid Certified B-BBEE Certificate.....

B-BBEE Certificate Status Level contribution

.....=.....

(A maximum of 10 points)

Contact person:

**Technical : Ms Alta Vermaak / Ms Thea Pinkham / Mr Vencel Ndlozi  
Tel: (012) 319 6202 / 6203 / 6140**

**General: Mr Freddie Maseli  
Tel: (012) 319-6641**



## SBD 4

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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<sup>2</sup>, 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.

<sup>1</sup>"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.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you 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:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....



**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

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed **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:

	POINTS
1.3.1.1 <b>PRICE</b>	90
1.3.1.2 <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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 90/10 PREFERENCE POINT SYSTEMS

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

##### 90/10

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = 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:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 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 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-BBE 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. ....

<p>..... SIGNATURE(S) OF BIDDER(S)</p>
--

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.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied.)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)326-5445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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<sup>3</sup> 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.

<sup>3</sup> 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





# agriculture, forestry & fisheries

Department:  
Agriculture, Forestry and Fisheries  
REPUBLIC OF SOUTH AFRICA

## INVITATION FOR BID

**BID NUMBER: 4.4.12.4/1/15**

**SUBJECT: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN INTERNET SERVICE SOLUTION TO DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES FOR A PERIOD OF THREE (3) YEARS)**

### 1. GENERAL BID CONDITIONS

- 1.1 Bids of bidders who failed to complete the bid Terms of Reference in all respects will automatically be disqualified.
- 1.2 Bids of bidders who failed to complete and sign all the bid documentation and/or failed to submit all the required information/documentation as requested in terms of the bid documentation may be disqualified.
- 1.3 The bid must therefore either conform to the minimum requirements as set out in this document, or it must be stated clearly how it deviates from these requirements and why. Offers exceeding the minimum requirements of the specification are acceptable.
- 1.4 Bidders must complete all the necessary bid forms and undertakings, which normally or otherwise accompany a government bid. The following forms and terms of reference must be completed and submitted together with the bidder's response to this bid:
  - SBD 1 = Invitation to bid
  - SBD 2 = Tax declaration
  - SBD 3 = Pricing schedule
  - SBD 4 = Declaration of interest
  - SBD 6.1 = Preference points claim form
  - SBD 8 = Declaration of bidder's past Supply Chain Management (SCM) practices
  - SBD 9 = Certificate of Independent Bid DeterminationSupplier maintenance form
- 1.5 The successful bidder will be required to sign a written contract form (SBD 7). This document will be a binding contract between the successful bidder and the department. No service should be rendered without receipt of an official order issued by the department.
- 1.6 The official forms as per paragraph 1.4 above of the bid specification must NOT be retyped.
- 1.7 This bid is subject to Government Procurement: General Conditions of Contract, which may not be amended.
  - 1.7.1 Bids should not be qualified by the bidder's own conditions.

**Failure to withdraw, waive and/or renounce the bidder's own bid conditions, when called upon to do so, may invalidate the bid.**
- 1.8 During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such requests must be submitted within seven (7) working days or else bids may be disregarded.

BID NUMBER: 4.4.12.4/1/15

SUBJECT: Appointment of a service provider to provide an Internet Service solution (i.e. an Internet Service Provider - ISP)

- 1.9 The department will **only accept a total ceiling price** for the entire project that must be inclusive of all costs (including travel and subsistence expenses). The bidders will not be entitled to claim for travel and subsistence expenses, such items must be included in the bid price.
- 1.10 The department will give preference to bidders that bid firm prices for the entire duration of the contract in terms of this bid. Non-firm prices (including prices that are subject to rates of exchange variations) may be considered if supporting documentation is submitted. **Should the bidder fail to indicate the bid price on the SBD 3 form (Pricing schedule), the bid may be regarded as invalid.**
- 1.11 The department will not be held liable for any expenses incurred by bidders in preparing and submitting bids. See paragraph 3.1 of the General Conditions of Contract.
- 1.12 The department hereby chooses the following street address as its *domicilium citandi et executandi* for the purpose of serving notices and legal documentation:
- Street address**  
Agriculture Place  
20 Steve Biko Road  
ARCADIA  
Pretoria  
0007
- 1.13 Bidders are encouraged to register on the Department of Agriculture, Forestry and Fisheries' supplier database. Application forms must be submitted to:
- Postal address**  
The Deputy Director: Demand and Acquisition Management  
Department of Agriculture, Forestry and Fisheries  
Private Bag X250  
PRETORIA  
0001
- Hand delivery**  
The Deputy Director: Demand and Acquisition Management  
Department of Agriculture, Forestry and Fisheries  
20 Steve Biko Road (cnr Soutpansberg Road and Steve Biko Road)  
Agriculture Place  
Room N-GF-10  
ARCADIA
- Application forms can be obtained at the physical address above or downloaded from the department's website ([www.daff.gov.za](http://www.daff.gov.za))**
- 1.14 **A valid Tax Clearance Certificate** must be submitted together with the bid. The Tax Clearance Certificate requirements are also applicable to foreign bidders/individuals who wish to submit bids. In cases where **consortiums/joint ventures/subcontracts** are involved, each party must submit a separate Tax Clearance Certificate and a separate SBD 6.1 form (preference points claim form). **The percentage of contract value managed and executed by each party must also be indicated** (see paragraph 8 of the SBD 6.1 form).
- 1.15 Bidders must submit an original and valid B-BBEE Status Level Verification Certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or registered auditors approved by the Independent Regulatory Board of Auditors (IRBA). Copies of original and valid B-BBEE Status Level Verification Certificates certified at any Commissioner of Oaths office will also be acceptable.

BID NUMBER: 4-4-12-4-0115

SUBJECT: Appointment of a service provider for the supply of an Internet Service Provider (ISP)

- 1.15.1 Bidders who qualify as Exempted Micro Enterprises (EMEs) (an enterprise with a total annual revenue of R5 million or less, qualifies as an EME) must submit a certificate to substantiate the B-BBEE rating claims issued by:
- (i) Accounting officers as contemplated in section 60(4) of the Close Corporation Act, Act No. 69 of 1984 (CCA); or
  - (ii) Verification agency accredited by SANAS; or
  - (iii) Registered auditors approved by the IRBA.
- 1.15.2 EMEs automatically qualify for B-BBEE status "Level four (4) contributors". EMEs owned by more than 50% black people are regarded to be B-BBEE "Level three (3) status contributors".
- 1.16 Bids submitted by a trust, consortium or joint venture, will qualify for points for a B-BBEE status level as an unincorporated entity, provided that the entity submits a consolidated B-BBEE scorecard.
- 1.17 Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates in terms of the specialised scorecard contained in the B-BBEE codes of good practice.
- 1.19 Bidder(s) must submit a valid company registration certificate issued by the Registrar of Companies and copies of the ID document(s) of active director(s). This information is required to verify whether the bidder(s) is (are) appearing on the list of restricted bidders issued by the National Treasury. If the bidder(s) and its directors are reflected on the list of restricted bidders, the bid will not be considered and therefore rejected. Failure to submit the required documentation may invalidate the bid
- 1.18 Enquiries**

Bidders are at liberty to discuss any aspect of the bid with the contact persons below:

Technical enquiries		
Name	Contact number	E-mail address
Ms A Vermaak	(012) 319 6202	AltaV@daff.gov.za
Mr S Mothoane	(012) 319-6080	SamuelM@daff.gov.za
Ms T Pinkham	(012) 319 6203	TheaP@daff.gov.za
Mr V Ndlozi	(012) 319 6140	VenceIN@daff.gov.za
General SCM enquiries		
Name	Contact number	E-mail address
Mr M Maseli	(012) 319 6641	MbulaheniMA@daff.gov.za

- 1.19 The successful service provider must supply and deliver goods to the address as indicated in the bid documentation.
- 1.20 The validity period of this bid must be at least 90 days from the closing date of the bid.
- 1.21 Please take note that the Department of Agriculture, Forestry and Fisheries (DAFF) is not bound to select any of the service providers submitting proposals. Department of Agriculture, Forestry and Fisheries (DAFF) reserves the right not to award the bids and not to award the contract to the lowest bidding price.

BID NUMBER: 44124/15

SUBJECT: Appointment of a service provider for the supply of an Internet Service (i.e. an Internet Service Provider - ISP)

## 2. CONFIDENTIALITY

- 2.1 This bid and all information in connection therewith shall be held in strict confidence by bidders and the use of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
- 2.2 All bidders are bound by a confidentiality clause preventing the unauthorised disclosure of any information regarding the department or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.

## 2.2 COPYRIGHT

Copyright of all documentation in relation to this bid belongs to the department. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the Director-General or the delegated official.

## 3. PAYMENTS

- 4.1 Payment shall normally be made within 30 days after receipt of an original invoice, subject to satisfactory delivery of the service as outlined in the Terms of Reference.

## 4. NON-COMPLIANCE WITH DELIVERY TERMS

As soon as it becomes known to the contractor that he will not be able to perform the services within the agreed time/or delivery period and/or against the quoted price and/or as specified in the contract, the department must be given immediate written notice to this effect. The department reserves the right to implement remedies as provided for in paragraph 22 of the General Conditions of Contract.

## 5. RETENTION

- 5.1 On termination of this agreement, the contractor shall on demand, hand over all documentation, information, etc. to the department without the right of retention.
- 5.2 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement of the agreement to amend or vary conditions shall be in writing.

## 6. EVALUATION TEAM

The department will appoint an evaluation team to evaluate the bid submissions. The team will make recommendations to the Bid Adjudication Committee.

## 7. EVALUATION OF BIDS ON A POINTS SYSTEM

Bids will be evaluated on the following basis:

- 7.1 **Phase 1: Compliance with minimum bid requirements.**

BID NUMBER: 24 12 01105

SUBJECT: Appointment of a service provider for the supply of an Internet Service (i.e. an Internet Service Provider - ISP)

7.1.1 All bids duly lodged will be evaluated to determine compliance with the bid requirements and conditions. Bids with obvious deviations from the bid requirements/conditions and not acceptable to the evaluation committee will be eliminated from the adjudication process, i.e. will not be shortlisted.

**7.2 Phase II: Price and functionality.**

7.2.1 Only bidders/service providers who met all the minimum requirements in terms of paragraph 7.1.1 above will be brought on a comparative price basis in terms of the applicable preference point system prescribed in the Preferential Procurement Regulations 5 and 6 of 2011 as indicated in the SBD 6.1 form.

**7.3 Phase III: Awarding of bid**

7.3.1 The recommended bidder/service provider will usually be the bidder/ service provider scoring the highest number of points.

**8. LATE BIDS**

**All completed documentation must be returned to the Department of Agriculture, Forestry and Fisheries before 11:00 on 05 JUNE 2015. The location of the drop off is: Agriculture Place, Tender Receipt Office, Tender Box, Room A-GF-06.**

Bids received late shall not be considered. The bidding box shall be locked at exactly **11:00**. The closing time will be in accordance with Telkom time (1026).

Bidders are therefore advised to ensure that bids are dispatched allowing sufficient time for any unforeseen events that may delay the delivery of the bid and time to access the premises because of security arrangements when entering the department's gate.

**9. FRAUD AND CORRUPTION**

All prospective bidders should take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No. 12 of 2004 and any other act applicable.

**10. THE DEPARTMENT RESERVES THE RIGHT TO REJECT OR CANCEL BIDS**

Bids can be cancelled for any of the following reasons:

10.1 If the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.

10.2 If the bidder or any of its directors have:

- (i) Abused the SCM system of any government department.
- (ii) Failed to perform any previous contract and the proof thereof exists.
- (iii) Restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.
- (iv) If there is proof of fraud or any other improper conduct in relation to such system.

**11. THE DEPARTMENT RESERVES THE RIGHT NOT TO ACCEPT ANY BID FOR ANY REASON IT MAY REGARD AS NECESSARY.**

BID NUMBER: 44 12 411111

SUBJECT: Appointment of a service provider for the supply of an internet Service (An Internet Service Provider -ISP)



# agriculture, forestry & fisheries

Department:  
Agriculture, Forestry and Fisheries  
REPUBLIC OF SOUTH AFRICA

**BID NUMBER: 4.4.12.4/1/15**

**SUBJECT: TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY OF AN INTERNET SERVICE (I.E. AN INTERNET SERVICE PROVIDER - ISP)**

## 1. INTRODUCTION

- a. This bid represents the requirements of the Department of Agriculture, Forestry and Fisheries (DAFF) for the supply of an internet service (i.e. for an internet service provider - ISP).
- b. The successful service provider will be responsible for providing the services as stipulated in these requirements.
- c. Over the past few years DAFF had experienced a consistent increase in the ISP bandwidth demand. As such DAFF requires the contract to provide for the initial requirement (i.e. at the start of the contract), as well as different upgrade options. This is to allow the Department to upgrade their bandwidth utilisation during the contract period, without having to change the contract. DAFF reserves the right to decide if and when to upgrade, and which of the upgrade options to implement.
- d. DAFF also requests additional options, like an installation at an additional location, as well as an IPv6 prefix. These are mandatory requirements, i.e. the service provider must be able to render these services and must specify prices for these services for the contract period. However DAFF reserves the right to decide whether or not to implement these services, which services and when (i.e. either at the start of the contract or any time during the contract period).

## 2. SCOPE

2.1 The scope of work is described fully in paragraph 3 - 5 of the service requirements.

		COMPLY		
		YES	NO	REMARKS
3.	<b>MANDATORY SERVICE REQUIREMENTS</b>			
	These requirements are mandatory and will be used during evaluation of the bid. Bidders that do not comply with these requirements will be disqualified.			
	The DAFF wishes to make use of an Internet Service Provider (ISP) with the following criteria:			
3.1	<b>The ISP must use the following technologies to provide the required bandwidth to DAFF:</b>			

BID NUMBER 4 4 5 2/ICT/...15

SUBJECT: Appointment of a service provider for the supply of an internet service (i.e. an internet service provider - ISP)

		COMPLY		
		YES	NO	REMARKS
3.1.1	Fibre Optic: Use a fibre optic connection to carry the Internet data to and from the Main Site at Harvest House, 30 Hamilton Road, Pretoria, with a second fibre optic connection at the Foretrust Building, Cape Town office.			
3.1.2	A CPE router must be included for both sites. The service must be managed by the ISP.			
3.1.3	There must be redundancy Fibre Optic in place when a connection fails:			
	a) Redundancy should be provided for the connection to Harvest House, Pretoria; and			
	b) Redundancy should be provided for the connection to Foretrust Building, Cape Town.			
3.1.4	A Wireless connection for Roodeplaar to connect Harvest House with the Roodeplaar office.			
3.2	<b>As an initial bandwidth requirement</b> (i.e. at the start of the contract), DAFF needs a <b>total of 135 Mbps Bandwidth</b> .  <b>DAFF initial bandwidth requirements at start of the contract are as follows:</b>			
3.2.1	The total Bandwidth supplied must be at 135 Mbps (i.e. 2 times fibre optic (Harvest House (PTA) and Foretrust (Cape Town) and wireless for Roodeplaar):			
	c) The Fibre Optic Bandwidth supplied must initially be at 120 Mbps at the Harvest House, Pretoria; and			
	d) The Fibre Optic Bandwidth supplied must initially be at 12 Mbps at the Foretrust Building, Cape Town.			
	e) The wireless connection between Roodeplaar and Harvest House must be 3 Mbps.			
3.2.2	The local Bandwidth must be able to utilise the full bandwidth of 135 Mbps			
	a) The local Fibre Optic Bandwidth supplied must be at 120 Mbps at the Harvest House, Pretoria.			
	b) The local Fibre Optic Bandwidth supplied must be at 12Mbps at the Foretrust Building, Cape Town.			
	c) The wireless connection supplied must be at 3 Mbps at Roodeplaar, Pretoria.			

BID NUMBER: 4.4.12-00/15

SUBJECT: Appointment of a service provider for the supply of an Internet Service (i.e. an Internet Service Provider - ISP)

		COMPLY		
		YES	NO	REMARKS
3.2.3	The International Bandwidth must be initially set to half (½) of the total bandwidth (i.e. 9.5 Mbps of 19 Mbps).			
a)	The International Fibre Optic Bandwidth must be set to 60 Mbps at the Harvest House, Pretoria.			
b)	The International Fibre Optic Bandwidth must be set to 6 Mbps at the Foretrust Building, Cape Town.			
3.3	<p>DAFF reserves the right to <b>upgrade the bandwidth</b> during the contract period as and when needed (i.e. on an ad hoc basis). <b>DAFF will not utilise more than a total of (maximum) 276 Mbps bandwidth</b> during the contract period (i.e. DAFF will not upgrade to more than 276 Mbps maximum).</p> <p>DAFF reserves the right to decide when to upgrade, and which of the upgrade options to implement.</p> <p>The service provider should specify prices for different upgrade options, namely:</p>			
3.3.1	The Fibre Optic bandwidth upgrades should include an upgrade of either or both the Pretoria and Cape Town locations. Upgrade options for Fibre Optic Bandwidth are required as follows:			
a)	Increments of 10 Mbps, with 10 Mbps local and 5 Mbps international. DAFF reserves the right to upgrade multiples of increments at one time (e.g. may upgrade by 10 Mbps, 20 Mbps, 30 Mbps etc).			
b)	Upgrade to total Fibre Optic bandwidth to 180 Mbps at Harvest House in Pretoria, with 180 Mbps local and 90 Mbps international.			
c)	Upgrade to total Fibre Optic bandwidth to 200 Mbps at Harvest House in Pretoria, with 200 Mbps local and 100 Mbps international.			
d)	Upgrade to total Fibre Optic bandwidth to 240 Mbps at Harvest House in Pretoria, with 240 Mbps local and 120 Mbps international.			
e)	Upgrade to total fibre Optic bandwidth to 18 Mbps in Cape Town, with 18 Mbps local, 9 Mbps international			
f)	Upgrade to total fibre optic bandwidth to 24 Mbps in Cape Town, with 24 Mbps local, 12 Mbps international.			

BID NUMBER: 4.4.12.4/1/15

SUBJECT: Appointment of a service provider for the supply of an Internet Service (i.e. an Internet Service Provider - ISP)



		COMPLY		
		YES	NO	REMARKS
g)	Upgrade to total fibre optic bandwidth to 30 Mbps in Cape Town, with 30 Mbps local, 15 Mbps International.			
h)	DAFF reserves the right to request the ISP to also provide the service at an additional office (not already specified in the contract). For a new office, the initial bandwidth required will be 2 Mbps, with 2 Mbps local and 1 Mbps international or it must be linked to nearest DAFF connected side to go on the DAFF network. Prices must be given for fibre optic and wireless connections.			
i)	For any additional office (refer to paragraph 3.3.1 h above), increments will be 1 Mbps local and 0.5 Mbps international.			
3.3.2	Upgrade options for wireless bandwidth:			
a)	Upgrade to total wireless bandwidth to 4 Mbps at Roodeplaat in Pretoria, with 4 Mbps local and 2 Mbps international.			
b)	Upgrade to total wireless bandwidth to 6 Mbps at Roodeplaat in Pretoria, with 6 Mbps local and 3 Mbps international			
c)	Request to also provide the service at an additional office (not already specified in the contract). For a new office, the initial bandwidth required will be 2 Mbps, with 2 Mbps local and 1 Mbps international or it must be linked to nearest DAFF connected side to go on the DAFF network.			
d)	For any additional office (refer to paragraph 3.3.1 h above), increments will be 1 Mbps local and 0.5 Mbps international.			
3.3.3	For budget purposes, prices should be specified for the maximum upgrades that could be done during the contract period, namely for:			
a)	Fibre Optic bandwidth at the Harvest House, Pretoria as follows:			
i)	12 months with 120 Mbps local and 60 Mbps international;			
ii)	12 months with 180 Mbps local and 90 Mbps international;			
iii)	12 months with 240 Mbps local and 120 Mbps international;			

BID NUMBER 44 12 41/15

SUBJECT: Appointment of a service provider for the supply of an Internet Service (i.e. an Internet Service Provider - ISP)

		COMPLY		
		YES	NO	REMARKS
b)	Fibre Optic bandwidth at the Foretrust Building, Cape Town,			
	i) 12 Months with 12 Mbps local and 6 Mbps international;			
	ii) 12 Months with 18 Mbps local and 9 International;			
	iii) 12 Months with 30 Mbps local and 15 Mbps International.			
c)	The wireless connection supplied at the Roodeplaat building, Pretoria to Harvest House,			
	i) 12 months with 3 Mbps			
	ii) 12 months with 4 Mbps			
	iii) 12 months with 6 Mbps			
d)	Optional (i.e. DAFF may decide to use these services or not): Specify prices for adding mail Cleansing / Scrubbing (i.e. e-mail validation and/or verification) to stop SPAM as well as Quality of Service to shape incoming traffic:			
	i) Mail Cleansing / Scrubbing at Harvest House, Pretoria,			
	ii) Mail Cleansing / Scrubbing at Foretrust, Cape Town,			
	iii) Quality of Service (QoS) mechanism to enable the DAFF to shape incoming traffic based on protocol.			
3.4	<b>Availability &amp; Penalties:</b>			
3.4.1	<b>Availability:</b>			
	a) The requirement for the DAFF is for a guaranteed uptime for 99% from 6h30 to 18h30 Monday to Fridays. A 95% uptime is satisfactory for the other times.			
	b) The Department reserves the right to terminate the contract should the availability be below 98% between 6h30 till 18h30 Mondays to Fridays for any three (non-consecutive) months within any 12 consecutive month period of the contract.			
3.4.2	<b>Penalties:</b>			

BID NUMBER 4.4.12.4/1/15

SUBJECT: Appointment of a service provider for the supply of an Internet Service as an Internet Service Provider - ISP

		COMPLY		
		YES	NO	REMARKS
a)	Penalty clauses must be built into the solution based on availability of all services, or parts or components thereof that may affect availability.			
b)	Penalties stated in the Government Procurement General Conditions of Contract (GCC) will be applicable.			
c)	Penalty clauses will be negotiated with the recommended bidder after the evaluation of the bid. DAFF will sign a Service Level Agreement with the successful bidder.			
3.5	There must be a contention ratio of 1:1, for 24 hours of every day.			
3.6	The DAFF will keep its current domain name. The ISP must host the DNS domain AGRIC.ZA for the Department of Agriculture, Forestry and Fisheries, with authority for changes to that domain lying jointly with the DAFF and ARC (Agricultural Research Council).			
3.7	The DAFF will keep its current IP ranges. DAFF shares a public class-B network with the ARC, namely 155.240.0.0, and the DAFF portion (155.240.0.0 to 155.240.159.0), and these IP ranges must be routed through the ISP. DAFF has a class-C network used for our DMZ services that must also be routed through the ISP, namely 192.96.1.0.			
3.8	The DAFF requires an IPv6 prefix that will cover the extent of the organisation, for at least 200 internal networks. If there are any financial implications to this requirement it must be clearly indicated.  The DAFF reserves the right to decide when and if to implement this service.			
3.9	Statistics must be available per:			
3.9.1	Hour, day, week, month, and archive of previous months.			
3.9.2.	The following statistics are required:			
3.9.2.1	Bandwidth utilisation, in histogram format.			
3.9.2.2	Warning of possible line outages and line outages occurred with the expected and actual time of remedy.			
3.10	A service desk, with the following service requirements,			

BID NUMBER 4.4 12.4/15

SUBJECT Appointment of a service provider for the supply of an Internet Service (i.e. an Internet Service Provider - ISP)

	COMPLY		
	YES	NO	REMARKS
must be active for problem reporting and resolution:			
3.10.1 Peak time availability (6:30 – 18:30) ;			
3.10.2 Emergency arrangement for access of services on a 24 X 7 basis must be provided.			
3.10.3 Escalation procedures will be negotiated with the recommended bidder after the evaluation of the bid.			
3.11 Information on known errors must be made available to the DAFF after problem resolution. (Method of providing information will be agreed with the successful bidder, e.g. via e-mail.)			
3.12 The ISP must already have in place the capability to converge data, voice and video on one infrastructure. This includes voice over IP and local break-out points.			
3.13 The current DAFF Internet Service Provider contract expires on 30 June 2015.			
3.13.1 The contract (with the successful bidder) will be valid for a period of 36 months from 1 July 2015 to 30 June 2018.			
3.13.2 The new Internet Service Provider must therefore be <b>fully operational (i.e. all services available and functioning according to the conditions of the contract) by 1 July 2015.</b>			
3.13.3 <b>Service Providers must include a high level project plan (e.g. one page) to indicate installation and setup periods. Failure to submit the high level project plan together with the bid will result in the bidder's bid to be viewed as invalid and therefore rejected.</b>			
3.14 Requirements for bidders:			
3.14.1 The bidder must have its own direct link to a part of the Internet located outside the African continent.  Proof thereof must be submitted as part of the bidders tender response.			
3.14.2 The bidder must have points of presence in the major metropolitan areas within South Africa.  Proof thereof must be submitted as part of the bidders			

BID NUMBER 4.4.12.4/1/15

SUBJECT Appointment of a service provider for the supply of an Internet Service Provider (ISP)

	COMPLY		
	YES	NO	REMARKS
tender response.			
3.14.3 The bidder must be registered at the ISPA of South Africa as a Large Member (first tier).  Proof thereof must be submitted as part of the bidders tender response.			
3.15 Bidders must <b>specify costs</b> for the following:			
3.15.1 Fibre Optic: Use of a fibre optic connection to carry the Internet data to and from the Main Site at Harvest House, Pretoria and the second fibre optic connection at the Foretrust Building, Cape Town. A CPE router must be included in the price for both sites. The service must be managed by the ISP.			
3.15.2 Wireless connection for Roodeplaat to Harvest House to carry data from the Agrinet to the regional office.			
3.15.3 Additional costs for upgrading the bandwidth:  Provide prices for different upgrade options specified in paragraph 3.3 above.  It is up to DAFF to determine if and when to make use of this additional bandwidth during the contract period.			
3.15.4 Specify costs for installation and bandwidth for an additional office (not already specified in the contract) – also see paragraph 3.3.1 (h & i) for more details.  Therefore the Department reserves the right to implement this service sometime during the contract period, or not at all.			
3.15.5 Specify costs for an IPv6 prefix – refer to paragraph 3.8 above.  The DAFF reserves the right to decide if and when to implement this service.			
3.16 If there is a decrease in the (South-African market-related) bandwidth cost, the Service Provider must re-align their pricing during the contract period to the advantage of DAFF. It is requested that the Service Provider rather provide an upgraded service than passing on the price savings (increased bandwidth).			
3.17 If newer technologies come on stream that can reduce costs to the department for a similar service the Service provider should inform the department and this contract provides the framework to use the new technology to			

BID NUMBER: 4.4 12.4/1/15

SUBJECT: Appointment of a service provider for the supply of an internet Service (i.e. an Internet Service Provider - ISP)

		COMPLY		
		YES	NO	REMARKS
	improve the service.			
<b>3.18</b>	<b>Delivery addresses:</b>			
3.18.1	30 Hamilton Road, Pretoria (Harvest House);			
3.18.2	Foretrust Building, Martin Hammerschlag Road, Foreshore, Cape Town; and			
3.18.3	Roodeplaat, Pretoria.			
<b>3.19</b>	<b>Financial &amp; Payment considerations:</b>			
3.19.1	Payment for the monthly service costs will be done on a monthly <b>basis in advance</b> .			
3.19.2	Payment for installation costs will only be made after successful installation (i.e. fully operational according to conditions of the contract).			
<b>4.</b>	<b>SPECIAL CONDITIONS</b>			
4.2	The bid proposals should be submitted with all required information containing technical information as well as price information (NB: Department of Agriculture, Forestry and Fisheries (DAFF) / Entity Maintenance from included in the bid documents must be completed and returned with the bid proposal).			
4.3	The Department requires a working solution. Bidders should add additional goods / services needed to ensure a workable solution.			
<b>5.</b>	<b>DIRECTIVES</b>			
5.1	The quotation must be bid per item including VAT.			

BID NUMBER: 24124075

SUBJECT: Appointment of a service provider for the supply of an Internet Service (i.e. an Internet Service Provider - ISP)

		COMPLY		
		YES	NO	REMARKS
5.2	<p>Service providers are also requested to submit a <b>company profile</b> (a separate company profile must be submitted in cases where consortiums/joint ventures/sub-contracts are involved):</p> <p>(a) Company background: Date established names and directors, affiliated to groups.</p> <p>(b) Infrastructure: Offices, service centres and number of personnel.</p> <p>(c) Expertise: A list of similar current and completed contracts executed with references (i.e. name of company, nature of contract, contact persons and contact details).</p> <p><b>Failure to include the above information together with the bid document on the closing date and time will invalidate the bid.</b></p>			

6. Please indicate service provider's preferred way of communication: E-mail or Fax \_\_\_\_\_

Contact details for service provider:

Contact person : \_\_\_\_\_

Telephone number : \_\_\_\_\_

Cellular phone number : \_\_\_\_\_

Fax number : \_\_\_\_\_

E-mail address : \_\_\_\_\_

7 Abbreviations & Definitions used in this Request for Quotation:

AGIS = Agricultural Geo-Referenced Information System

ARC = Agricultural Research Council

CPE = Customer Premises Equipment

Department = Department of Agriculture Forestry and Fisheries

DMZ = demilitarized zone

DNS = Domain Name Server

DAFF = Department of Agriculture, Forestry and Fisheries

ICASA = Independent Communications Authority of South-Africa

ICT = information & communication technology

BID NUMBER 4.4.12.4/1/15

SUBJECT Appointment of a service provider for the supply of an Internet Service Provider (ISP) an Internet Service Provider - (ISP)

IP = Internet Protocol  
 ISP = Internet Service Provider  
 ISPA = Internet Service Provider Association  
 Kbps = Kilo bits per second  
 Mbps = Megabits per second  
 POP = Point of Presence  
 QoS = Quality of Service  
 SLA = Service Level Agreement

8. Did the service provider complete all the required documentation (Pricing schedule), Terms of Reference and submitted all the required documentation/valid Tax Clearance Certificate?

Ensure that all relevant documentation are completed in full or signed and submitted

**List of required documentation:**

- ❖ Completed Terms of Reference (i.e. Bid document).
- ❖ SBD 3 = Pricing schedule
- ❖ SBD 4 = Declaration of Interest.
- ❖ SBD 6.1 = Preference Point Claim Form.
- ❖ SBD 8 = Declaration of bidders past practices
- ❖ SBD 9 = Certificate of independent bid determination.
- ❖ An original and valid Tax Clearance Form.
- ❖ Certified B-BBEE certificate
- ❖ A company registration certificate (CIPRO CM 26 or CM 29).
- ❖ Copies of South African identity documents of active directors.
- ❖ Company Profile - including Company background, Infrastructure & Expertise (i.e. References)
- ❖ A high level project plan (e.g. one page) to indicate installation and setup periods
- ❖ The bidder must have its own direct link to a part of the Internet located outside the African continent. Proof thereof must be submitted as part of the bidders tender response.
- ❖ The bidder must have points of presence in the major metropolitan areas within South Africa. Proof thereof must be submitted as part of the bidders tender response.
- ❖ The bidder must be registered at the ISPA of South Africa as a Large Member (first tier). Proof thereof must be submitted as part of the bidders tender response.

**Failure to include the above information together with the bid document on the closing date and time will invalidate the bid.**

BID NUMBER: 48124/16

SUBJECT: Appointment of a service provider for the supply of an Internet Service (i.e. an Internet Service Provider - ISP)



9. I/we, the undersigned, declare that the information furnished is true and correct and warrants that he/she is duly authorised to sign on behalf of the company.

**PLEASE NOTE THAT CONTACT DETAILS MUST BE ACTIVE THROUGH COMPLETION OF CONTRACT AND THE DEPARTMENT MUST BE NOTIFIED IMMEDIATELY IF THERE ARE ANY AMENDMENT OF THE CONTACT DETAILS. FAILURE TO DO SO WILL INVALIDATE YOUR BID.**

I/we, the undersigned, declare that the information furnished is true and correct and warrants that he/she is duly authorised to sign on behalf of the company.

**NAME AND CAPACITY:** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF SERVICE PROVIDER                      DATE**

**NAME OF COMPANY:** \_\_\_\_\_

BID NUMBER      2.4.12.4/1/15

**SUBJECT:**      Appointment of a service provider for the supply of an Internet Service (i.e. an Internet Service Provider - ISP)

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

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

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

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

**6. Patent rights**

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

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or



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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. Spare parts**

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

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

**15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

**24. Anti-dumping and countervailing duties and rights**

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

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.





**Department of Agriculture,  
Forestry and Fisheries  
REPUBLIC OF SOUTH AFRICA  
SUPPLIER MAINTENANCE:**

**The Director-General : Department of Agriculture , Forestry and Fisheries**

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 not 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 validated as per required bank screens .

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

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

New Detail			
<input type="checkbox"/> New information	<input type="checkbox"/> Update information		
Supplier Type:	<input type="checkbox"/> Individual	<input type="checkbox"/> Department	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Company	<input type="checkbox"/> Trust	
	<input type="checkbox"/> CC	<input type="checkbox"/> Other ( Specify )	<input type="text"/>
Department Number	<input style="width: 40px;" type="text" value="47"/>		

Company / Personal Details (COMPULSORY)	
Registered Name	<input style="width: 100%;" type="text"/>
Trading Name	<input style="width: 100%;" type="text"/>
Tax Number	<input style="width: 100%;" type="text"/>
VAT Number	<input style="width: 100%;" type="text"/>
Title:	<input style="width: 100%;" type="text"/>
Initials:	<input style="width: 100%;" type="text"/>
First Name:	<input style="width: 100%;" type="text"/>
Surname:	<input style="width: 100%;" type="text"/>

OFFICE USE: DEPARTMENT OF AGRICULTURE		
Compulsory for Regional/Head Office	Office Use Only (LOGIS)	Office Use Only (BAS)
Sender name: _____	LOGIS supplier no: _____	Captured By: _____
Regional/Head Office: _____	Document no: _____	Date Captured: _____
Tel no.: _____		Authorised By: _____
		Date Authorised: _____

**Address Details (COMPULSORY)**

**Payment Address**

(Compulsory)


**Postal Code**

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**Postal Address**

(Compulsory)


**Postal Code**

--	--	--	--	--

**Business/street Address**

(Compulsory)


**Postal Code**

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**Contact Details (COMPULSORY)**

**Business**

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Area Code

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Telephone Number

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Extension

**Home**

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Area Code

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Telephone Number

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Extension

**Fax**

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Area Code

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Fax Number

**Cell**

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Cell Code

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Cell Number

**Email Address of accounts office**

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**Contact Person:**

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### Supplier Account Details (COMPULSORY)

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

(The details indicated in this section must be exactly as it appears on the screens as indicated below)

Account Name

Account Number

Branch Name

Branch Number

Account Type

<input type="checkbox"/>	Cheque Account
<input type="checkbox"/>	Savings Account
<input type="checkbox"/>	Transmission Account
<input type="checkbox"/>	Bond Account
<input type="checkbox"/>	Other (Please Specify) <table border="1" style="display: inline-table; width: 300px; height: 20px; vertical-align: middle;"></table>

ID Number

Passport Number

Company Registration Number

\*CC Registration

\*Please include CC/CK where applicable

Practise Number

Certified correct according to the relevant screen as mentioned on the right : Bank official details

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**VERY IMPORTANT FOR BANK STAFF. PLEASE READ BEFORE VERIFYING**

It is hereby confirmed that these details have been verified against the following screens

**ABSA-CIF screen**

**FNB-Hogans system on the CIS4**

**STD Bank-Look-up-screen**

**Nedbank- Banking Platform under the Client Details Tab**

Authorized supplier signature (Compulsory)

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Supplier Signature

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Print Name

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/ 



 /

Date (dd/mm/yyyy)

Bank stamp

**NB: All relevant fields must be completed. Please return the form to the office that supplied the form.**