

**APPLICATION FOR REGISTRATION ON THE ICC DURBAN PROCUREMENT DIRECTORY
(SUPPLIER / CONTRACTOR / SERVICE PROVIDER)**

1. Business Information

Core Business function: (see Point 4 below)

Name of Enterprise:

Trading Name:.....

Postal Address:..... Postal Code:.....

Physical Address:

.....Postal Code:

Telephone No: Area Code ()..... Cell Phone:.....

Fax Area Code ()..... Contact Name:.....

E-mail:.....Web Address:.....

Enterprise Registration No. (CC/CK/Other).....

Enterprise Income Tax No.....

UIF No.....WCA No:.....

Previous name of enterprise (If any).....

Contact Person: Full name & Surname

Treasury Database registration number (If registered).....

2. Financial Information

Name of Bank:..... Account holder name

Branch Name

Branch Code

Bank Account No

Total gross asset value

Total turnover in millions

Cost of goods produced annually.....

Number of employees

Payment Terms: less 2½, 30/60 days from STATEMENT.....

3. Previous Experience

List the most recent contracts awarded to you (the supplier) or other experience related to your core business.

Contract 1: Value.....

Employer/Department:.....

Contact person: Name

Surname:.....

Tel:..... Fax:.....

Was the contract completed successfully?.....year.....

4. Classification of Business

The ICC Durban is a 5 star convention centre and as such provides meals to international and local delegates. The ICC Durban subscribes to the highest standards of food safety and proof of certification will be required from suppliers. ICC Durban has a comprehensive approach to the HACCP food safety standards and it is imperative that suppliers of foodproducts to the ICC Durban, are aware of the moral and legal obligation to comply with Food Safety Legislation and Compliance to ICC's Food Safety program. Part of the food safety program will be the implementation of a "Supplier Food Safety Auditing Program".

In order to assist with the classification of suppliers, please indicate the sector related to the goods/services that you supply

No.	Category	X	Sub Category	Alternative Category
1	Fresh Meat and Poultry			
2	Dairy			
3	Prepared Vegetables			
4	Fresh Fruit and Vegetables			
5	Dry Goods and General Supplies			
6	Technical Services			
7	Printing			
8	Event Décor			
9	Fish and Seafood			
10	Culinary Equipment			
11	General Maintenance Spares			
12	Cleaning Consumables			
13	Bottled Water			
14	Exhibition Services			
15	Office Equipment Hire			
16	Beverages (Liquor and Soft Drinks)			
17	Fruit Juice			
18	Paper and Plastic Consumables			
19	Promotional Gifts			
20	Interpretation Services			
21	Legal Services			
22	Stationery			
23	IT Consumables			
24	Promotional Items			
25	Signage			
26	Wine			
27	Other			

5. SMME Information

The following table must be completed in order to establish whether a business can be classified as an SMME in terms of the National Small Business Act 102 of 1996. Indicate Sector by ticking (✓) the appropriate block in column 1 and then tick (✓) the corresponding information in columns 2,3,4 and 5.

COLUMN 1		COLUMN 2		COLUMN 3		COLUMN 4		COLUMN 5	
Sector or sub-sectors in accordance with the std Industrial council		Size of Class		Total full time equivalent of paid Employees(<=&=)		Total annual turnover (<=&=)		Total gross asset value(Excl fixed prop) (<=&=)	
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Agriculture		Medium		100		R5 m		R5 m	
		Small		50		R3 m		R3 m	
		Very Small		10		R0.50 m		R050 m	
		Micro		5		R0.20 m		R0.10 m	
Mining & Quarrying		Medium		200		R39 m		R23 m	
		Small		50		R10 m		R6 m	
		Very Small		20		R4 m		R2 m	
		Micro		5		R0.20 m		R0.10 m	
Manufacturing		Medium		200		R51 m		R19 m	
		Small		50		R13 m		R5 m	
		Very Small		20		R5 m		R2 m	
		Micro		5		R0.20 m		R0.10 m	
Electricity, Gas & Water		Medium		200		R51 m		R19 m	
		Small		50		R13 m		R5 m	
		Very Small		20		R5 .10 m		R 1 .90 m	
		Micro		5		R0.20 m		R0.10 m	
Construction		Medium		200		R26 m		R 19 m	
		Small		50		R6 m		R 5 m	
		Very Small		20		R 3 m		R 1 .90 m	
		Micro		5		R0.20 m		R0.10 m	
Retail & Motor Trade and Repair Service		Medium		200		R39 m		R 6 m	
		Small		50		R 19 m		R 3 m	
		Very Small		20		R 4 m		R 0.60 m	
		Micro		5		R0.20 m		R0.10 m	
Wholesale Trade Commercial Agents & Allied Services		Medium		200		R 64 m		R 10 m	
		Small		50		R 32 m		R 5 m	
		Very Small		20		R 6 m		R 0.60 m	
		Micro		5		R0.20 m		R0.10 m	
Catering, Accommodation and other trade		Medium		200		R 13 m		R 3 m	
		Small		50		R 6 m		R 1 m	
		Very Small		20		R 5.10 m		R 1.90 m	
		Micro		5		R0.20 m		R0.10 m	
Transport, Storage and Communication		Medium		200		R 26 m		R 6 m	
		Small		50		R 13 m		R 3 m	
		Very Small		20		R 3 m		R 0.60 m	
		Micro		5		R0.20 m		R0.10 m	
Finance and Business Services		Medium		200		R 26 m		R 5 m	
		Small		50		R 13 m		R 3 m	
		Very Small		20		R 3 m		R 0.50 m	
		Micro		5		R0.20 m		R0.10 m	
Community Social and Personal Services		Medium		200		R 13 m		R 6 m	
		Small		50		R 6 m		R 3 m	
		Very Small		20		R 1 m		R 0.60 m	
		Micro		5		R0.20 m		R0.10 m	

6. DECLARATION OF INTEREST

Are any of the enterprise's directors, managers, principle shareholders or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?

Is any spouse, child or parent of the enterprise's directors, managers, principle shareholders or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months? If so, furnish particulars.

NAME OF ENTERPRISE STAKEHOLDER	POSITION IN ENTERPRISE	NAME OF RELATIVE	POSITION/ ORGANISATION OF RELATIVE	NATURE OF RELATIONSHIP

Do you have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of contracts? If so, furnish particulars.

NAME OF ENTERPRISE STAKEHOLDER	POSITION IN ENTERPRISE	NAME OF RELATIVE	POSITION/ ORGANISATION OF RELATIVE	NATURE OF RELATIONSHIP

Are you aware of any relationship (family, friend, other) between the enterprise and any persons in the service of the state who may be involved with the evaluation and/or adjudication of contracts? If so, furnish particulars.

NAME OF ENTERPRISE STAKEHOLDER	POSITION IN ENTERPRISE	NAME OF RELATIVE	POSITION/ ORGANISATION OF RELATIVE	NATURE OF RELATIONSHIP

Note: Anyone in the service of the State is prohibited from registering on this database.

MSCM Regulations: "in the service of the state" means to be –

- a) a member of
 - i) any municipal council;
 - ii) any provincial legislature; or
 - iii) the national Assembly or the national Council of provinces;
- b) a member of the board of directors of any municipal entity;
- c) an official of any municipality or municipal entity;
- d) an employee of 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);
- e) a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature.
- f) An employee of Parliament or a provincial legislature.

Directors / Members List

This document must be completed by all vendors

Full Name	ID Number	Citizenship gained before 27 April 1994	Race	Gender	Disability	Capacity	% Of Time Devoted To the Enterprise	% Ownership/ Partnership/ Trust Interest

INITIAL

PARTICIPATION AND CONDITIONS PERTAINING TO SUPPLIER REGISTRATION

Instructions

In order to ensure that suppliers are considered acceptable, it is necessary that the following principals are adhered to and all documentation requested herein submitted.

- The supplier registration document must be completed in full and all required documentation attached by the date of submission. Applicants must ensure that all the necessary information is complied with so as not to result in a non-registration.
- Please note that no retyped documentation will be accepted and the retyped documentation will be disregarded.
- Suppliers who are found to have provided incorrect or fraudulent information will be disqualified from the ICCD supplier registration database.
- The use of correction fluid is prohibited and the use will lead to a non-registration, any alterations made must be initialed by the supplier and mistakes must be lined through.
- It is the responsibility of the supplier to make sure all information is updated on the ICCD supplier registration database. The ICCD will not be held responsible for incorrect addresses or banking details.

Commitment

The ICC Durban has committed itself to the following key priorities with respect to all procurement dealings.

- Increase usage of local resources
- Redressing of skewed employment and ownership patterns through black economic empowerment
- Creation of Opportunities for job creation and poverty alleviation (Community participation)
- Stimulation of Skills Development and Transfer
- Fast tracking the Growth and ensuring sustainability of SMME's
- Developing long-term beneficial business relationships with suppliers that constantly achieve the most effective procurement of good and services

Definitions

For definitions and terminology used in this document, please refer to the definitions set out on the ICC Durban Procurement Policy and Procedure document located on the ICCD website at www.icc.co.za and the Municipal Supply Chain Management Policy on the local government website at www.ethekwini.gov.za

Checklist (# documents that must be attached)

The following information must accompany the ICCD supplier registration application form:

- A Tax Clearance Certificate or original certified copy. (Not copy of copy) #
- Business registration documentation; i.e. Certificate of Incorporation, CK1 OR CK2 document; #
ID if Sole Proprietor or Business agreement if partnership
- A certified copy of latest bank statement or original cancelled cheque or original letter from bank #
- Updated BBBEE certificate or letter stating intention of certification. #
- A referral letter or information providing previous experience
- A company profile
- Food safety documentation (if in possession of any)
- Any ISO Accreditation in line with core business function
- Please provide the ICC Durban with your companies greening policy

ICC DURBAN

CODE OF ETHICS

Applicable to the Procurement of Goods, Services, Engineering and Construction Works

1. INTRODUCTION

Section 217.(1) of the Constitution of the Republic of South Africa reads as follows:

“When an organ of state in the national, provincial or local sphere of governments, or any other institution identified in nation legislation, contracts for goods or services, it must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective.”

It goes without saying that in addition to the foregoing requirements, it is essential that the procurement of goods and services, including engineering and construction works, by ICC Durban should not be affected, or tainted, by illegal action, or default, at any stage of the process, by any party involved.

The foregoing serves to establish the broad framework within which an action, or default, by any party to the procurement process should be judged. Any action, or default which conflicts with the objectives of section 217 (1) of the Constitution, or which is illegal, is unacceptable.

A party to the procurement process, who wittingly, commits an unacceptable action, or default, renders itself liable to the appropriate sanction, or even, in the case of an illegal action, or default prosecution.

This document contains examples of actions, or defaults by parties to the public procurement process, which are unacceptable. The lists of examples are, however, not exhaustive and each party must, itself, assess whether an action, or default, would be unacceptable in the light of section 217.(1) of the Constitution, or be illegal.

2. UNACCEPTABLE ACTIONS AND ESSENTIAL PRACTICES

Examples of actions which are unacceptable and essential practices, which would constitute unacceptable defaults if not observed, are given below. The schedules are not exhaustive, but serve to highlight unacceptable actions and defaults which are more commonly encountered.

2.1 The Employer

The Employer should, himself, or through his officials, or agents:-

- 2.1.1 Not invite tenders without having a firm intention to proceed with the procurement.
- 2.1.2 Ensure that basis on which tenders will be adjudicated is clearly set out in the tender documents and that tenders are adjudicated and awarded accordingly.
- 2.1.3 Ensure that the tender documents are clear and comprehensive and set out the rights and obligation of all parties.
- 2.1.4 Not breach the confidentiality of information, particularly intellectual property, provided by Tenders in support of their tenders.
- 2.1.5 Not attempt to “trade off” Tender’s against each other in an attempt to obtain better offers.
- 2.1.6 Ensure that all Tender’s are fairly treated and that tenders are adjudicated without bias.
- 2.1.7 Ensure that, except when extra ordinary circumstances dictate otherwise, transparency is maintained in the tendering process. This implies, inter alia, inviting tenders as widely and publicly as possible, opening tenders in public and reading out/making available key information, such as tender prices, basic award criteria and times required for completion, and, in due course, making known to unsuccessful Tender’s the outcome of the adjudication process.
- 2.1.8 Ensure that his/her obligations in terms of contracts with contractors and Consultants are scrupulously and timeously met, particularly in regards to making payments and giving decisions.

2.2 Officials

An official should:-

- 2.2.1 Strictly observe all code of conduct laid down by the Employer.
- 2.2.2 Ensure that he is not responsible for an unacceptable action, or default, being attributed to the Employer.
- 2.2.3 Not allow himself/herself to be influenced in the execution of his/her duties by any consideration other than the legitimate and reasonable interests of the Employer.
- 2.2.4 Not accept any gifts, favours or other considerations, of anything more than token value from any other party to the procurement process.
- 2.2.5 Administer contracts in an evenhanded manner.
- 2.2.6 Disclose any circumstance which may possible be construed as constituting a conflict of interest and excuse himself/herself from deliberations in such matters.

2.3 Agents

An agent should, insofar as is relevant, act in the same way as the Official is expected to act in terms of Section 2.2

2.4 Consultants

A consultant should

- 2.4.1 Strictly observe the code of conduct laid down by the body governing his/her profession.
- 2.4.2 Act in an impartial manner towards all other parties in the procurement process and take account of the legitimate and reasonable interests of them all.
- 2.4.3 Not accept gifts, favours or other considerations, of anything more than token value from any other party to the procurement process.
- 2.4.4 Not undermine the development objectives of the Employer through tokenism, fronting or any other misrepresentation.
- 2.4.5 Disclose any circumstances which may possibly be construed as constituting a conflict of interest and excuse himself/herself from deliberations in such matters.

2.5 Tender's

A Tenderer should:-

- 2.5.1 Not, expect for the purpose of joint venture formation, become involved in collusion with other Tender's.
- 2.5.2 Not exchange information regarding tenders with any other Tenderer prior to the closing date for tenders.
- 2.5.3 Not knowingly price his/her tender in such a way as to gain an unfair advantage from an obvious error, or oversight, in the tender documents.
- 2.5.4 Not attempt, in any way, to influence the tender adjudication process.
- 2.5.5 Not approach any Representative or Official directly in connection with a tender, subsequent to the closing of all tenders.
- 2.5.6 Tenders only on projects for which they are capable of executing with the resources they are able to marshal in accordance with the terms and conditions of contracts.

2.6 The Contractor

The contractor should:-

- 2.6.1 Undertake the contract with the objective of fulfilling it in accordance with the needs for all in the best interests of the Employer and, in pursuit of this objective, co-operate with all other parties in the procurement process.
- 2.6.2 Aim to meet all statutory and contractual obligations fully and timeously in regard to, inter alia, conditions of employment, occupational safety, training, employment of subcontractors and fiscal matters.
- 2.6.3 No attempt to influence the judgment, or actions, of Consultants, Officials/Agents, or Representatives by inducement of any sort.
- 2.6.4 Employ Subcontractors only on the basis of fair, unbiased, written subcontractors.
- 2.6.5 Not engage in unfair or unethical, practices in order to drive subcontract prices down.
- 2.6.6 Not make unwarranted claims for additional payment, or time, in the belief that "nothing venture, nothing gain"
- 2.6.7 Not approach any Representative directly in connection with a contract
- 2.6.8 Not undermine the development objectives of the Employer through tokenism, fronting or any other misrepresentation.

2.7 Subcontractors

A Subcontractor should, insofar as is relevant, act in the same way as the Contractor is expected to act in terms of Section 2.6

2.8 Representative

A representative should:-

- 2.8.1 Perform his/her duties in an unbiased and conscientious manner, bearing in mind the legitimate interest of all parties to the procurement process and the public.
- 2.8.2 Not entertain representations, expected through the Employer or such person as may be delegated by the Employer, from any Consultant, Tenderer, Contractor, or Subcontractor, in regard to a tender, or contract.
- 2.8.3 Not allow himself to be unduly influenced by, or accept any gifts, favours or other considerations from any party which might have an interest in the procurement process.
- 2.8.4 Disclose any circumstance which may possibly be construed as constituting a conflict of interest and excuse himself/herself from deliberations in such matters.

2.9 Penalties

Where there is non-compliance with this code of conduct, sanctions and/penalties will be applied as follows:-

2.9.1 Officials and Representatives

Reference to the Multi Disciplinary Team in the first instance and thereafter, appropriate action by Management, if applicable.

2.9.2 Contractors/suppliers

Depending on the severity of the non-compliance, a contractor/supplier may be disqualified as a registered contractor/supplier for a period of not less than six months. Over and above that financial penalties may be imposed in terms of the Conditions of Contract.

**CERTIFICATION OF CORRECTNESS
OF INFORMATION/BANKING DECLARATION:-**

A. I/We the undersigned, warrants that I am/we are duly authorized to do so on behalf of the Enterprise, certifies that the enterprise complies with all statutory and ICC Durban requirements and that the information supplied in terms of this document with additional information is correct and accurate and acknowledge that, if the information supplied is found to be incorrect then ICC Durban in addition to any remedies it may have; may

- i. Recover from the Enterprise all costs, losses or damages incurred or sustained by the ICC Durban as a result of the award of the contract and/or
- ii. Cancel the contract and claim any damages which the ICC Durban may suffer by having to make favourable arrangements after such cancellations, and/or
- iii. Impose a penalty on the Enterprise as provided in the Tender Documents, and/or
- iv. Take any other action as may be deemed necessary.

B. I/We, hereby also warrant that I am/we are duly authorized to do so on behalf of the Enterprise, and instruct ICC Durban to pay all amounts that may hereinafter, from time to time become due and payable to me/us by ICC Durban by electronically transferring the same to the bank mentioned above for the credit of my/our account detailed above.

C. I/we the undersigned understand and agree that:

- Any such transfer shall constitute a full and final discharge of ICC Durban obligations to make such payments to me/us. ICC Durban shall not be liable to make good any loss which I/we may suffer consequent upon such transfers pursuant to this authority and instruction.
- This payment authorization and instruction will be applied to both goods purchased and services rendered.
- This authority and instruction will remain valid unless cancelled by either party upon thirty (30) days written notice. The said notice will only be effective in writing, delivered to the other party at the addresses stated herein bearing an acknowledgement of receipt by the other party.
- Should any transfer attempted in respect of this authorization be unsuccessful due to incorrect information supplied by me/us/we agree to pay all bank charges for this transfer attempt.

AUTHORISED SIGNATORY/IES

NAME OF SIGNATORY/IES

COMMISSIONER OF OATHS

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

COMMISSIONER OF OATHS

DATE

NOTE: This information will supersede any previous authorization and instruction lodged with the ICC Durban. Where the application has been submitted electronically the original completed form must be returned. Photocopies or faxed copies will not be accepted. Please advise ICC-Durban immediately of any changes regarding ownership status.