INVITATION TO BID

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

BID NUMBER: E 1175 CLOSING DATE: 25-02-2011 CLOSING TIME: 11:00

DESCRIPTION: Appointment of a service provider for outsourcing summative evaluation study for the Social Responsibility Programme (SRP) for DEA for a period of six (6) months

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

BID DOCUMENTS MAY BE POSTED TO DIRECTOR GENERAL: Department of Environmental Affairs.
P/Bag X447, PRETORIA 0001
OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) 2nd Floor, Fedsure Forum Building C/o Van der Walt and Pretorius street, Pretoria

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

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

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

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

CELLPHONE NUMBER

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

VAT REGISTRATION NUMBER

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO

(IF YES ENCLOSURE PROOF) SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE ........ TOTAL NUMBER OF ITEMS OFFERED
TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

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

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


6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ................................................................. BID NO: E1175

CLOSING TIME 11:00 ON 25th February 2011

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: Appointment of a service provider for outsourcing summative evaluation study for the Social Responsibility Programme (SRP) for DEA for a period of six (6) months

BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX

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<tr>
<th>NO</th>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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TOTAL: R..............
5.2. Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

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<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
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<th>QUANTITY</th>
<th>AMOUNT</th>
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TOTAL: R.

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

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract?

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

Any enquiries regarding bidding procedures may be directed to the –

(INsert NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Environmental Affairs
315 Pretorius street
Pretoria
0002
(Second floor Fedsure Forum Building (Northern Tower)
Bidding Documents
MS. I. LENSLEY
Tel. (012) 310 3558

Or for technical information –
(INsert NAME OF CONTACT PERSON)

Mr Makale Moela Tel. no. (012) 310 3836 / 3907

Name of Bidder: ..................................................
Name of Bidder: .................................................................
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, 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, shareholder etc): .............................................
   2.4 Company Registration Number: ..........................................................................................
   2.5 Tax Reference Number: ......................................................................................................
   2.6 VAT Registration Number: ..................................................................................................

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member: .........................................................
Name of state institution to which the person is connected: ...........................................
Position occupied in the state institution: .................................................................

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

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

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

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

2.9.1 If so, furnish particulars.
........................................................................................................
........................................................................................................

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

2.10.1 If so, furnish particulars.
........................................................................................................
........................................................................................................
........................................................................................................

2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?
2.11.1 If so, furnish particulars:


YES / NO

DECLARATION

I, THE UNDERSIGNED (NAME)...

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

---------------------------
Signature

---------------------------
Date

---------------------------
Position

---------------------------
Name of bidder
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

SERVICES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

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 R500 000; and
- the 90/10 system for requirements with a Rand value above R500 000.

1.2 The value of this bid is estimated to be above R500 000 and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>PRICE</th>
<th>TECHNICAL</th>
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</table>

1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS

(a) Historically Disadvantaged Individuals:

(i) who had no franchise in national elections before the 1983 and 1993 Constitutions 4
(ii) who is a female black/white 4
(iii) who has a disability 2

(b) Other specific goals (goals of the RDP- plus local manufacture)

(i) 4
(ii) 4
(iii) 4
(iv) 4

Total points for Price, HDI's and other RDP-goals must not exceed 100

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.
1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points 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. GENERAL DEFINITIONS

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

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

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

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

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

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

2.6.1 In addition to above-mentioned goals, the Regulations [12.1] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

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

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

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

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

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

2 who is a female; and/or

3 who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

2.11 "Management" means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12 "Owned" means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
2.13 "Person" includes reference to a juristic person.

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

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

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

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

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

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

4.1 The bidder obtaining the highest number of points will be awarded the contract.

4.2 Preference points shall be calculated after prices have been brought to a comparative basis.

4.3 Points scored will be rounded off to 2 decimal places.

4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

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

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

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

\[ Ps = \text{Points scored for price of bid under consideration} \]
\[ Pt = \text{Rand value of bid under consideration} \]
\[ P_{\text{min}} = \text{Rand value of lowest acceptable bid} \]

6. **Points awarded for historically disadvantaged individuals**

6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

\[ NEP = NOP \times \frac{EP}{100} \]

Where

\[ NEP = \text{Points awarded for equity ownership by an HDI} \]
\[ NOP = \text{The maximum number of points awarded for equity ownership by an HDI in that specific category} \]
\[ EP = \text{The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.} \]

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

6.5 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. **BID DECLARATION**

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8. **EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.**

<table>
<thead>
<tr>
<th>Ownership</th>
<th>Percentage owned</th>
<th>Points claimed</th>
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<tbody>
<tr>
<td>8.1 Equity ownership by persons who had no franchise in the national elections</td>
<td>%</td>
<td>.....................</td>
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<tr>
<td>8.3 Black women</td>
<td>%</td>
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<tr>
<td>8.4 White women</td>
<td>%</td>
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8.5 Equity ownership by disabled persons* ........... . ........ .
*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

9 DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm .............................................................................................................

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

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

9.4 TYPE OF FIRM

□ Partnership
□ One person business/sole trader
□ 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 FIRM HAS BEEN IN BUSINESS? .........................

9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

<table>
<thead>
<tr>
<th>Name</th>
<th>Date/Position occupied in Enterprise</th>
<th>ID Number</th>
<th>Date RSA Citizenship obtained</th>
<th>* HDI Status</th>
<th>HDI Status</th>
<th>% of business enterprise owned</th>
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*Indicate YES or NO

9.9 **Consortium / Joint Venture**

9.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

<table>
<thead>
<tr>
<th>Name of HDI member (to be consistent with paragraph 9.8)</th>
<th>Percentage (%) of the contract value managed or executed by the HDI member</th>
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9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I/we acknowledge that:

(i) The information furnished is true and correct.

(ii) The Equity ownership claimed is 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 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

(iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

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

(b) 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;

(c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

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

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

SIGNATURE(S) OF BIDDER(S)

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

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

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

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

..................................................
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) .................................................. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number .................................. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, viz
       - Invitation to bid
       - Tax clearance certificate
       - Pricing schedule(s)
       - Filled in task directive/proposal
       - Preference Certificates in terms of the Preferential Procurement Regulations 2001
       - Declaration of interest
       - Special Conditions of Contract;
   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ..................................................
CAPACITY ..................................................
SIGNATURE ..................................................
NAME OF FIRM .............................................
DATE ..................................................

WITNESSES
1 ..................................................
2 ..................................................
DATE: ..................................................

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

1. I...................................................... in my capacity as.................................................................
accept your bid under reference number .................. dated.......................... for the rendering of services
indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract,
within 30 (thirty) days after receipt of an invoice.

<table>
<thead>
<tr>
<th>DESCRIPTION OF SERVICE</th>
<th>PRICE (VAT INCL)</th>
<th>COMPLETION DATE</th>
<th>PREFERENCES CLAIMED FOR HDIs</th>
<th>PREFERENCES CLAIMED FOR RDP GOALS</th>
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4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ........................................... ON ..........................................

NAME (PRINT) ..................................................

SIGNATURE ..................................................

OFFICIAL STAMP ........................................... WITNESSES

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

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

DATE: ............................................
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICE

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

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

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
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<tbody>
<tr>
<td>4.1</td>
<td>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? <em>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <em>audī alteram partem</em> rule was applied.)</em></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <em>(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.)</em></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
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</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
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</tbody>
</table>
I, THE UNDERSIGNED (FULL NAME) ...CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

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

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

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

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

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

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

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

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

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

I, the undersigned, in submitting the accompanying bid:

________________________________________
(Bid Number and Description)

in response to the invitation for the bid made by:

________________________________________
(Name of Institution)

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

I certify, on behalf of: ____________________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 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.

---

*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
The Director General

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

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that 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 validate as per required bank screens.

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

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

Company / Personal Details

Registered Name
Trading Name
Tax Number
VAT Number
Title:
Initials:
First Name:
Surname:

Address Detail

Payment Address
(Compulsory if Supplier)
Physical
Postal

Postal Code

New Detail

□ New Supplier information □ Update Supplier information

Supplier Type:
□ Individual
□ Department
□ Company
□ Trust
□ CC
□ Other (Specify)
□ Partnership

Department Number
**Supplier Account Details**

*(To be Verified by the bank)*

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

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

**Bank screen info**

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

<table>
<thead>
<tr>
<th>Account Type</th>
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<tbody>
<tr>
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<td>Transmission Account</td>
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<td>Bond Account</td>
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<tbody>
<tr>
<td>Passport Number</td>
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</table>

| Company Registration Number | / | / | / |

*Please include CC/CK where applicable

**Supplier Contact Details**

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Area Code</td>
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</thead>
<tbody>
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<tr>
<td>Telephone Number</td>
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<tr>
<td>Telephone Number</td>
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<td>Extension</td>
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<td>Area Code</td>
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<td>Fax Number</td>
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<tr>
<td>Cell Number</td>
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<table>
<thead>
<tr>
<th>Contact Person:</th>
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<table>
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<tr>
<th>Supplier Signature</th>
<th></th>
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<tbody>
<tr>
<td>Print Name</td>
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</table>

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<tr>
<th>Date (dd/mm/yyyy)</th>
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**NB:** All relevant fields must be completed
TOR Part 1

DEA AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE) ACT, No. 53 Of 2003 AND THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, No. 5 of 2000

SPECIFICATION/TERMS OF REFERENCE FOR OUTSOURCING SUMMATIVE EVALUATION STUDY FOR SOCIAL RESPONSIBILITY PROGRAMME (SRP) OF THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS FOR A PERIOD OF SIX MONTHS (6 MONTHS)

1. REQUEST FOR PROPOSAL (RFP)

1.1. The objective of this RFP is to attract the services and appoint a suitably qualified and independent Service provider/s that can support DEA with execution of a summative evaluation of the Social Responsibility Programme (SRP).

1.2. Currently the responsible Directorate does not have the necessary capacity to manage an exercise of this magnitude in terms of the numbers of available officials, the time required and the system required thereto.

1.3. A skills transfer plan will be developed and agreed to between the department and the service provider to ensure that the service provider imparts the requisite skills to the officials within the Directorate and SRPP broadly. This will be accompanied by penalties that will ensure the Service provider is penalized should they fail to deliver on this contractual requirement.

1.4. As this is a short term assignment, it may also not be desirable for the Department to recruit contract capacity to assist in this regard as this will take longer time than desirable.

1.5. A contract specifying service levels will be entered into between the department and the service provider detailing the services required, the cost, the period of this assignment and all the necessary information. This contract will be vetted by Legal Services Unit of the Department.
2. SCOPE AND EXTENT OF WORK

2.1 The role of the Service Provider/s is to assist the Department of Environmental Affairs DEA with execution of a summative evaluation of the Social Responsibility Programme.

2.2 The appointed service provider/s will undertake the following:

2.2.1 Submit a preliminary budget containing the hours and amount to be spent on each case, before work can commence.

2.2.2 Determine the research methodology

2.2.3 Review the available documents/information

2.2.4 Conduct sampling

2.2.5 Develop and pilot data collection tools

2.2.6 Collect data

2.2.7 Data capturing and cleaning

2.2.8 Analyze data

2.2.9 Produce a draft and a final report

2.3 Companies may be invited to give presentation at different forums and to different audience as and when required.

3. TIMING OF ASSIGNMENT

3.1 The duration of this assignment is six (6) months.

3.2 All work is to be carried out in accordance with the time schedule as agreed with the Programme manager in terms of the implementation plan.

4. PERFORMANCE MEASURES

The performance measures for the delivery of the evaluation of the social responsibility program will be closely monitored by DEA.
5. REPORTING

The Service Provider/s will submit monthly progress reports to the Programme manager, within 4 days after the end of each month for the duration of the project. These monthly reports will not only be limited to when payment for a particular deliverable is required.

6. MONITORING PROGRESS ON ASSIGNMENTS

The Programme manager shall do the ongoing management of the Service agreement. Staff attached to the function, including the Programme Manager, shall be required to conduct field visits on sampled sites to ensure that they familiarize themselves with the methodology employed in undertaking this evaluation. This will also benefit the service provider as some of the experiences may be used to improve succeeding site visits.

7. CONTINUITY AND PROFILE OF SENIOR STAFF ON THE PROJECT

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

8. CONDITIONS OF BID

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

8.1 The Preferential Procurement Policy Framework Act, Act No. 05 of 2000 and the Broad Base Black Economic Empowerment Act, Act 53 of 2003 will apply to this bid.

8.2 In accordance with this Act, submissions will be adjudicated on two stages: firstly, on functionality which must be done in terms of the evaluation criteria indicated in section 14 and the minimum threshold referred to in paragraph 9.3 below. A bid shall be disqualified if it fails to
meet the minimum threshold for functionality as per the bid invitation and secondly, only the qualifying bids will be evaluated in terms of the 90/10 preference points systems, where the 90 points will be used for price only and the 10 points are used for HDI ownership and / or for achieving the prescribed RDP goals.

8.3 The proposal should include, amongst other, the following:

8.3.1 A proposed plan of action.

8.3.2 A list of references

8.3.3 Ability to ensure continuing of staff on the project.

8.3.4 A briefing session will be held on 16/02/2011 at 10:00 at the department.

9. SPECIAL CONDITIONS

9.1 The Curriculum Vitae of the staff who will be available for the duration of the work; NOTE: *Failure to submit the CV’s will invalidate your bid proposal.*

9.2 The bid proposals should be submitted with all required information containing technical information as well as price information (NB: DEA Entity Maintenance form included in the bid documents must be completed and returned with the bid proposals).

9.3 **Only bidders who score at least 46 points of the total score for the technical information will be considered further. Bidders not scoring the required points will be disqualified.**

9.4 Suppliers/Service providers who do not supply information in respect of HDI preference points or who are found to have supplied incorrect information in the affidavit provided for in the bid documents will be disqualified.

9.5 Suppliers/Service Providers are requested to submit the BEE accreditation certificates from reputable service providers accredited by SANAS (check sanas.co.za), failing which the BEE points claimed will be forfeited.

9.6 Preference will be given to BEE companies or firms with strong BEE partnerships, in order to address South Africa’s socio-economic disparities in line with the Broad Base Black Economic Empowerment legislation. **Suppliers/service providers that do not meet this requirement may be disqualified.**

9.7 A service level agreement shall be signed with the preferred bidder. The successful bidder may not alter its (buy out HDI points) BEE status during the contract period. DEA reserve the right to terminate the contract should the successful bidder no longer meet the BEE requirement.
9.8 DEA reserves the right to invite short listed suppliers/companies to present their bid proposals for final decision.

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

9.10 Suppliers are required to fill the information below:

<table>
<thead>
<tr>
<th>% Management by HDI groups.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of consultants from HDI groups working on the project.</td>
</tr>
</tbody>
</table>

10. ADDITIONAL INFORMATION ON BID PROPOSAL

10.1 The supplier / service provider should provide details of staff training, highlighting training and development policies and procedures, with specific reference to affirmative action policies and initiatives.

10.2 A breakdown of the hourly tariff inclusive of value-added tax for services rendered. Expenditure incurred without the prior approval of the Programme Manager shall not be honoured the Department.

10.3 In so far as possible, submit a comprehensive budget, indicating the charge-out rates of all the staff to be involved in the assignment and also including all other costs factors such as traveling.

10.4 In a case of a joint venture (if the bidders are a joint venture between a BEE firm and a non BEE firm), submit a plan indicating how work will be split between the firms. The detail must be such that DEA can audit the actual work allocation during the delivery to enforce the transfer of skills between the two firms. (The percentage involvement of each company in the joint venture should also be indicated). Please note that all members of the joint venture should sign the contract and are jointly and severally liable for the entire assignment.

10.5 DEA will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bids.
10.6 Please take note that DEA is not bound to select any of the firms submitting proposals. DEA reserves the right not to award this bid and not to award the contract to the lowest bidding price as well as to renegotiate the bid of the preferred applicant.

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

10.8 No office space or equipments will be provided by DEA for the purpose of conducting this exercise. Costs must reflect all the necessities required by the Service provider to complete an assignment of this magnitude.

10.9 This specification must be read in conjunction with the terms of reference accompanying same and marked Annexure A.

11. FURTHER INFORMATION

Should you require any further information in this regard, contact Mr. Makgale Moela, Tel No. 012 310 3836/3907.

A briefing session will be held on 16/02/2011 at 10:00.

12. INFORMATION REQUIRED

Bid Evaluation can only be done on the basis of information, which DEA has asked for. The comprehensiveness of the bid can therefore be decisive in the awarding thereof.

13. PAYMENT TERMS

DEA undertakes to payout, in full, within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted. All work will be certified by the Programme Manager, as satisfactory, first before the Department can release payment to the Service Provider.

14. EVALUATION CRITERIA
All bid proposals submitted will be evaluated in accordance with the 90/10 principle and the evaluation criteria should be as follows: (This is a guideline)
### IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:

- **Bidder understands of the brief** – The bid provides a clear indication that the bidder fully understands the purpose and scope of the work and the bidders' own roles and functions in this regard.
- **Capability** – The bid provides a clear indication that the bidder's team comprises people with the necessary experience, skills, qualifications, knowledge and skills required to
ensure the efficient and effective generation of the required deliverables to the highest standards of quality.

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

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

- Affirmative action – The bid clearly describes the bidder’s contribution to ensuring the transformation of this project (be specific) management services sector through affirmative action programmes and provides insight into the success, or otherwise, of these programmes.

- Skills transfer – The bid clearly describes the bidder’s contribution to ensuring the transformation of this work (be specific) e.g environmental management services sector through, among others, mentorship, bursary, on-the job-training and/or other initiatives that successfully transfer skills to historically disadvantaged individuals.

**Empowerment and BEE Strategy**

Involvement of Target Groups

The Department has stated as a specific Project Goal: the maximisation of participation of Target Groups in the Project, the provisions of this clause 4.10 in relation to Empowerment and the BEE strategy. The objective is to ensure that these Target Groups will be optimally, actively and equally involved, in the entire life-cycle opportunities of the Project, at all levels i.e. ownership, management and service delivery. The Department deliberately wants to encourage the optimal participation of Black Women, Disabled Persons and Target Group Enterprises. Accordingly, the Department has set target for companies that are more than 50% (fifty percent) black-owned and companies that are more than 30% (thirty percent) black women-owned.

Extract from Table 6 – Project Balanced Scorecard
TERMS OF REFERENCE FOR CONDUCTING SUMMATIVE EVALUATION FOR SOCIAL RESPONSIBILITY PROGRAMME (SRP) OF THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS

CHIEF DIRECTORATE:
SOCIAL RESPONSIBILITY POLICY AND PROJECTS

DIRECTORATE:
EPWP COORDINATION AND PROGRAMME EVALUATION
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1. PURPOSE

The purpose of this evaluation is to assess the value, effectiveness, efficiency, impact, relevance and sustainability of the Social Responsibility Program (SRP) projects in order to improve its design, implementation and provide the Department with information needed to make decisions about the future of the program and better influence policy development. Furthermore, the evaluation will assist to extract lessons learned, both positive and negative, which will be useful to program stakeholders for future implementation. This evaluation will also assist the department to identify bottlenecks in the implementation process. The outcomes of the evaluation will be used by the Department to:

- Improve the implementation and management of the program.
- Establish the funding criteria among the four focus areas of the program.
- Identify the characteristics of projects that make them sustainable so as to replicate such projects in other areas.

2. BACKGROUND TO THE SR PROGRAMME

The Social Responsibility Programme (SRP) was established in 1999 as Poverty Relief Programme of the then Department of Environmental Affairs and Tourism. As a Poverty alleviation programme, the programme’s mandate was to contribute towards alleviation of poverty while empowering beneficiaries to participate in the mainstream economy in a manner that addresses the core responsibilities of the Department. In 2004, the programme was reorganised and strengthened in line with the paradigm shift in government’s strategies to address poverty. Following the macro restructuring of Departments in 2010, the Department of Environmental Affairs separated with Department of Tourism. The Department of Environmental Affairs reconfirmed its commitment to continue with its mandate to fight poverty through this Programme while remaining relevant to the mandate of the Department. The main goal of the programme is to alleviate poverty through a number of interventions that are implemented in communities to uplift households especially those headed by women. The following are objectives of the programme in line with this goal:

- job creation,
- skills development,
- development of SMMEs

As part of the programme’s strategy, in addressing the broader goal of poverty alleviation, the programme targets certain categories of people, specifically, the previously disadvantaged, i.e. women, youth and people with disabilities. To support this, the programme invests 40% of the program funding in the development of nodes as
specified under the Urban Renewal Program and the Integrated Sustainable Rural Development Program. As a way of advancing the mandate of the Department at local level, the programme also provides capacity to various municipalities through the Local Government Support Programme, in the form of human resources. 

The programme is implemented through four focus areas which seek to mirror the functions of the Department in terms of both mandate and the projects funded. These focus areas are as follows: Working on Waste, Working for the Coast, Sustainable Land Based Livelihood and People and Parks and they are outlined further below.

2.1 SRP, EPWP and Government’s outcome based approach

In 2004, government introduced the Expanded Public Works Programme (EPWP) in line with the broader strategy of addressing structural poverty in South Africa. EPWP is a nation-wide government-led initiative aimed at drawing a significant number of unemployed South Africans into productive work in a manner that will enable them to gain skills and increase their capacity to earn income. The EPWP advances the principle of government expenditure, across all three spheres, to provide employment opportunities and skills development to the unemployed. With the introduction of the EPWP, the Department decided to use the SRP as the vehicle to implement projects that address the department’s core responsibilities in line with the EPWP principles.

The Department has been designated to lead the Environment and Culture sector, of the EPWP, through the Chief Directorate: Social Responsibility Policy and Projects (SRPP). Through the coordination efforts of this programme, the Environment and Culture Sector departments implement projects in a joined effort to meet the targets that have been set for the Sector.

Government recently introduced a new ambitious approach to tackling socio-economic challenges facing the country referred to as Outcomes-based approach. The adoption of this approach effectively marked the beginning of a process for improving government performance and providing focus to service delivery. The approach identifies 12 outcomes to address the priorities of government. In line with this approach, the SRP employs EPWP principles to contribute towards addressing unemployment in line with the “Decent employment through inclusive economic growth” outcome, by working with communities to identify local opportunities that will benefit the communities. The programme delivery has therefore been realigned to support the Department in meeting its commitment on specific outputs through the interventions that are implemented through this programme.
2.2 SRP Focus Areas

The separation of the Department of Environmental Affairs from Department of Tourism has necessitated the realignment of the SRP to adequately respond to the mandate of the Department in a focused manner that promotes integration with line functions. In order to remain responsive, the Department kept, but reviewed the previous five focus areas of the programme in line with the remaining mandate. The revised focus areas take cognisance that part of the mandate of the Department was transferred to the Department of Agriculture, Forestry and Fisheries (DAFF) as part of the macro reorganisation of the government. The four focus areas of this programme are as follows:

2.3 Working on Waste

- Create mechanisms for the protection of environmental quality
- Create sustainable livelihoods through recycling of waste (waste collection & minimization)
- Support use of enviro-friendly waste disposal technology
- Capacity building programme for municipalities to develop Integrated Waste Management Plans
- Rehabilitation of polluted areas

2.4 Sustainable Land Based Livelihoods

- Clearing of alien vegetation
- Rehabilitation of wetlands
- Promotion and creation of community conservancies
- Rehabilitation and re-vegetation of landscapes to conserve natural resources
- Creation of livelihood opportunities through the sustainable utilization of natural and cultural heritage
- Open space management, i.e. establishment of community parks and associated services

2.5 People and Parks

- Focus on protected areas to conserve natural resources and cultural heritage
- Development and upgrading of infrastructure in and around protected areas
- Development of benefit sharing models for communities living around parks and protected areas
- Creation of ancillary industries and SMME / BEE development complimentary to the protected areas
2.6 Working for the Coast

- Rehabilitation of coastal environment, including but not limited to, dunes, estuaries, etc.
- Cleaning up of beaches
- Upgrading and maintaining of facilities and infrastructure along the coast

3. MANDATE

The mandate and core business of the Department of Environmental Affairs is underpinned by the Constitution and all other relevant legislation and policies applicable to the government, including the Batho Pele Principles, White Paper etc. Further, operational policy is being developed on continuous basis to augment existing policies.

4. PREPARATION FOR SUMMATIVE EXTERNAL EVALUATION

The Chief Directorate: Social Responsibility, Policy and Projects conducted a verification exercise of all completed Social Responsibility Projects that fall within the period starting from 01 April 2004 to 31 March 2009. The objective of the exercise was to conduct due diligence of the status quo on the ground so as to inform preparation for a summative external evaluation of the Social Responsibility Programme. The information from this exercise was used to ascertain if there is a need for external evaluation, to determine the number of projects which will be included in the evaluation study (external evaluation), and gather issues to be considered when drafting the terms of reference. The report is attached hereto as Annexure A.

5. SCOPE OF THE EVALUATION STUDY

This evaluation will focus on SRP projects that were implemented and completed within the period starting from 01 April 2004 and 31 March 2009. The total number of projects that fall within the above mentioned period is 43.

6. EVALUATION QUESTIONS/ OBJECTIVES

The evaluation should meet five (5) evaluation criteria's set out below:

6.1 Efficiency

The extent to which the costs/ budgets of the project(s) can be justified by its deliverables:

- What measures have been taken during the planning and implementation phases of the projects to ensure that resources are efficiently used?
- Could it have been possible to implement the project(s) with fewer resources without compromising the quality and the quantity of the deliverables?
Could more of the same results have been produced with the same resources?

6.2 Relevance

The extent to which the projects conform to the needs and priorities of the target groups/beneficiaries and the policies and plans of the recipient provinces and municipalities:

- Is the program consistent with the ways of living and living conditions of the target community?
- Is the program well in tune with the Provincial Growth and Development Strategies (PGDS') and Integrated Development Plans (IDPs) of both the provinces and the respective municipalities?
- Does the program eliminate the main causes of the problem that leads to poverty in the target community?
- Does the programme addresses the needs of the target groups/beneficiaries and the communities?
- Does the programme adequately address the mandate of the Department?

6.3 Effectiveness

The extent to which the program has achieved its objectives, taking their relative importance into account:

- To what extent do development changes in the target area accord with the planned outputs, purpose and goal of the program?
- To what extent is the identified development the result of the program rather than external factors?
- What are the reasons for the achievement or non-achievement of the objectives?
- What can be done to make the program more effective?

6.4 Impact

The totality of the effects of the projects, positive and negative, intended and unintended:

- What are the intended and unintended, positive and negative effects of the projects on people and the physical environment? How has the program affected the well-being of the different groups of stakeholders?
- What do beneficiaries and other stakeholders affected by the projects perceive to be the effects of the projects on themselves?
- To what extent can changes that have occurred during the lifecycle of the projects be identified?
- To what extent can identified changes be attributed to the projects? What would have occurred without the projects?

6.5 Sustainability

The continuation and/or maintenance of benefits from the projects after the cessation of the DEA funding:

- Does the owning agency have the financial capacity to maintain the benefits from the projects when the DEA’s funding has been exhausted?
To what extent does the implementation process of the programme impact on sustainability of the projects?

7. STAKEHOLDER INVOLVEMENT

The stakeholders in this evaluation are the Executive Management of the Department, Program Managers including, but not limited to, Management, Provincial Programme Managers, Provincial Training Coordinators, etc of DEA who have the overall control over the management of resources that are used to finance the programme, albeit in their different capacities. The implementation is done through various organizations or companies that are referred to as Implementing Agents and by virtue of that they become other important stakeholders for the purpose of this evaluation. Implementation mainly takes place on both provincial and municipal land and the benefits are meant to accrue to the local communities. At a project level, each project is meant to have a Project Advisory Committee with representatives from all the relevant national and provincial government departments. This structure is also made up of all the relevant local institutions such as local leadership, local business, etc. All of the above can be viewed as stakeholders in that they have a vested interest in the results of this evaluation. To varying degrees, the stakeholders will be involved in the planning and timing of the evaluation, information collection, reporting of the results and dissemination of the findings.

8. METHODOLOGY

- The appointed consultant will be expected to do a document review of documents such as: Memorandums of Agreements between the Department and the Implementers; Business Plans; Progress Payment, Completion and Annual Audit Reports and other relevant documents.
- The evaluation team will also be expected to do a situational analysis of SRP projects that form part of the scope of this assignment.
- The consultant will also be expected to consult/interview DEA's Program Managers, Implementers, and all relevant Stakeholders (this would include other government departments, municipalities and project owning agencies, beneficiaries), as well as Project Advisory Committees.

9. COMPOSITION OF THE EVALUATION TEAM

A consultancy team is proposed for this assignment. The evaluation team should ideally be comprised of established individuals within their field of specialization. These people should have a strong research background and they should come from the following areas i.e. Environmental Management, Tourism Development, Sociology, Rural Development, Development Studies, Business Management, Economics and Statistics.
10. ACCOUNTABILITIES AND RESPONSIBILITIES

10.1. Management within DEA

The project will be managed by Mr Makgale Moela, Director: EPWP Coordination and Programme Evaluation, in the Chief Directorate: Social Responsibility, Policy & Projects. Mr Moela shall be the responsible manager for the contract and shall act as the link between the Consultant and the Department.

The Manager shall be responsible for:

- Coordinating with the Team Leader, and other members of the Team, those additional tasks related to detailed up-front planning.
- Reviewing, providing comments, and approving the evaluation deliverables.
- Tracking of progress of tasks within set time frames and assessment of quality of end product (Report).
- Commissioning and/ conducting spot checking on fieldwork
- Authorization of payments.

10.2. Steering Committee

A Steering Committee (Subject experts) will be established, representing line functions to deal with content issues. This SC will ensure that issues are understood in the context of the programme. The SC will be responsible for providing advice, both through meetings held with the Service Provider and consolidating line-function inputs.

10.3. Management within the evaluator /consultancy

The Team Leader will manage the process of development of evaluation design and techniques, data collection tools, testing of data collection tools, data collection, capturing and cleaning, data analysis and report writing and will ensure that a good quality report is handed to DEA on the agreed time. The Team Leader is also responsible for all the appointment of staff (such as fieldworkers, data collectors and data capturers) required during the evaluation exercise.

11. DELIVERABLES/ REPORTING

11.1 Work Plan

The Team Leader will prepare a consolidated Work Plan that will operationalize and guide the study. The Work Plan will describe how the evaluation is to be carried out and provide inter alia, timeframes, methodology, interview tools, responsibilities, and, in general, operationalize these Terms of Reference.

The consolidated draft work plan will address the following elements:
- Specific set of issues and questions to be addressed by major project component.
- Relevant documentation which will be reviewed.
- Indicators and data to be used to address program/project issues.
- Review framework, methodology, sample design and selection.
- Data collection tools.
- Proposed list of stakeholders to be interviewed.
- Work schedule in Gantt chart format.

A final evaluation work plan will incorporate comments on the draft work plan and will be submitted for approval within two weeks of receiving comments from DEA.

11.2 Fieldwork

The Service provider will conduct the fieldwork within the agreed timelines and provide progress report on the experience from the fieldwork. This report should reflect the actual experience and challenges from the fieldwork and mechanisms employed to address them. These progress reports should be summarised and consolidated into the final evaluation report.

11.3 Draft Evaluation Report

The appointed consultant will be expected to provide the Department with two written draft evaluation reports on intervals to be ascertained in the work plan. The first report entails a summary report of preliminary findings and conclusions will be presented to SRP management to provide comments on the methodology, findings and recommendations as well as make any additional inputs on the report submitted by the Service Provider. Subsequently, a detailed draft evaluation report will be submitted to DEA incorporating all the issues raised in the initial report and detailing how the identified gaps were addressed.

11.4 Final Evaluation Report

Upon consolidating inputs, to the satisfaction of the Management and Steering Committee, the consultant will submit a complete final evaluation report (electronic and hard copies). The final report will have an executive summary, findings, conclusions as well as recommendations within a month after receiving comments from SRP management on the draft report as outlined in the scope of work.
12. WORK PLAN/ SCOPE OF WORK

The Evaluation Team has a responsibility for conducting the evaluation according to the Terms of Reference and the approved work plan.

13. TIME FRAMES

This evaluation study will be conducted over a period of 6 months. The specific schedule of activities and the timelines will be discussed with the appointed Service Provider.

*It is recommended that the consultant provides a proposal according to the tasks as outlined above. Proposals should reach the department no later than 11H00 on 25 February 2011.*
14. CONTACT INFORMATION

All inquiries and proposals should be addressed to:

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OR  
1st Floor (Departmental information center)  
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NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
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.treas.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 require-
ments 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;
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
21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

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

26. Termination for Insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

INVITATION FOR PROSPECTIVE SERVICE PROVIDERS TO REGISTER ON THE DEPARTMENTAL DATABASE OF SUPPLIERS FOR GOODS AND SERVICES. THE AIM OF THIS DATABASE IS TO INCLUDE AS MANY AS POSSIBLE SMALL BUSINESSES AND HISTORICALLY DISADVANTAGED INDIVIDUALS IN THE PUBLIC SECTOR PROCUREMENT PROCESS.

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

DETAILS OF APPLICANT

1. NAME OF COMPANY

2. INCOME TAX REGISTRATION NUMBER

3. VAT REGISTRATION NUMBER

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

5. POSTAL ADDRESS

STREET ADDRESS

Telephone: ___________________, Cellphone: ___________________, Fax nr.: ___________________
6. ANNUAL TURNOVER per annum

R

INSTRUCTIONS AND DEFINITIONS

2. GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

(2) who is a female; and/or
(3) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

2.11 “Management” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

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

2.13 “Person” includes reference to a juristic person.

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

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

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

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

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

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

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

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

3
EQUITY OWNERSHIP CLAIMED IN TERMS OF THE ABOVE:

<table>
<thead>
<tr>
<th>% owned</th>
<th>Equity Ownership by persons who had no franchise in the national elections prior to 1994:</th>
</tr>
</thead>
<tbody>
<tr>
<td>% owned</td>
<td>Equity Ownership by white women: ___________________________________________________________</td>
</tr>
<tr>
<td>% owned</td>
<td>Equity Ownership by african women: ________________________________________________________</td>
</tr>
<tr>
<td>% owned</td>
<td>Equity Ownership by disabled persons: _____________________________________________________</td>
</tr>
</tbody>
</table>

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

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

Please indicate the number of employees ________

What is the current employment equity in terms of levels? Please attach prove.

*Indicate YES or NO

8 SMME STATUS / BUSINESS ACTIVITIES

☐ Office stationery, computer consumables and cleaning material

☐ Printing, layout, design, publications, portfolios and banners

☐ Office furniture, audiovisual equipment, office equipment and labour saving devices

☐ Communication specialist (writing and producing of information)

☐ TV, radio and exhibits production

☐ Entertainers i.e. dancers, musicians, poets, craftsperson etc
Building maintenance: electrical, plumbing, office partitioning, painting, replacement of carpets, pest control etc

Cleaning service (e.g. steam cleaning of carpets, curtains etc)

Tracing

Panel beating

Event organizers: Conferences and accommodation

Training and workshops (Project management, customer service, computer training, finance & budgeting, performance management, strategic planning, organizational development and team building, change management, competency test, management development programme, Negotiation skills, presentation skills, professional coaching services)

Suppliers of aircraft and Helicopters

Professional services specializing in the following categories:

Financial auditing, Forensic Auditing,

Feasibility studies, project implementation, determination of norms and norms and standard for the Expanded Public Works Programme (EPWP), development of training programme related to the environment and culture sector of the (EPWP),

Service providers who specializes in Waste Management, cleaner production and air quality, geotechnical investigation, archaeological survey, land survey, flood line investigation, environmental impact assessment, quantity survey, environmental engineering,

Environmental reporting, geographic information systems and environmental journalists, research compilation and publication of various environmental impact management related to guidelines and public information material, integrated environmental planning, alternative dispute resolution, environmental law, legislation drafting, facilitation, integrated environmental management, sustainable development indicators and research,

Environmental impact inspectors for Antarctica and Islands, environmental compliance, monitoring and auditing systems and software development, environmental crime risk and impact assessors, environmental crime liability assessors, environmental management authorization (e.g. landfill permitting),

Project management and community participation management skills related to community base Natural Resources and land degradation/desertification, researchers related to listing of species and ecosystems researchers in cultural heritage researchers, institutional and legal expert on Biodiversity and Heritage,

Economic impact assessment, Human Resource analysis of needs in Tourism sector,

Environmental education specialist, researchers in environmental education, environmental law, environmental management, skills development, needs analysis, providers in capacity building, training and education facilitators, project managers, developers of resource material, designers of posters and promotional plastics

9 THE FOLLOWING SHOULD BE ATTACHED IN THE CASE OF CONSULTANTS:

- CV's OF KEY STAFF
- REFERENCES
<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Commodity Name)</td>
<td>(Description of supply / service)</td>
</tr>
</tbody>
</table>

- COMPANY PROFILE
- TRACK RECORD
- HOURLY/DAILY RATE
- IN THE CASE OF SUPPLIER OF FURNITURE & STATIONERY, CATALOGUE MUST BE SUPPLIED

**10 GENERAL**

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

**11 ENQUIRIES**

Department of Environmental Affairs
Private Bag X447
Pretoria 0001
Mr T Matheane (012) 310-3133
Fax (012) 320-3328
trmatheane@deat.gov.za

Database Administrator
Ms V Tshivhase Tel (012) 310 3072
Fax (012) 320 3328
vtshivhase@deat.gov.za

"Commodities" Applicants should indicate in the column above, the categories of supplies / services which they would like to be registered for, as well as the specific items under the categories, for instance:
Category : Consultancy Service
Item : Financial Management

NB:

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

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

SIGNATURE OF AUTHORISED PERSON
DATE:

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICE

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

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

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-

   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied.)</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
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)?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

To access this Register enter the National Treasury’s website, [www.treasury.gov.za](http://www.treasury.gov.za) click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.

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?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.4.1 If so, furnish particulars:

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
The Director General

I/we hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank. I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that 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 validate as per required bank screens.

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

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

### Company / Personal Details

<table>
<thead>
<tr>
<th>Registered Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading Name</td>
<td></td>
</tr>
<tr>
<td>Tax Number</td>
<td></td>
</tr>
<tr>
<td>VAT Number</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Initials:</td>
<td></td>
</tr>
<tr>
<td>First Name:</td>
<td></td>
</tr>
<tr>
<td>Surname:</td>
<td></td>
</tr>
</tbody>
</table>

### Address Detail

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

<table>
<thead>
<tr>
<th>Postal Code</th>
<th></th>
</tr>
</thead>
</table>

### New Detail

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

**Supplier Type:**

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

**Department Number:**

[ ]
**Supplier Account Details (To be Verified by the bank)**

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

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Name</td>
<td></td>
</tr>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Branch Name</td>
<td></td>
</tr>
<tr>
<td>Branch Number</td>
<td></td>
</tr>
<tr>
<td>Account Type</td>
<td>Cheque Account, Savings Account, Transmission Account, Bond Account, Other (Please Specify)</td>
</tr>
<tr>
<td>ID Number</td>
<td></td>
</tr>
<tr>
<td>Passport Number</td>
<td></td>
</tr>
<tr>
<td>Company Registration Number</td>
<td></td>
</tr>
<tr>
<td>*CC Registration</td>
<td></td>
</tr>
<tr>
<td>*Please include CC/CK where applicable</td>
<td></td>
</tr>
</tbody>
</table>

**Bank screen info**

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

**Supplier Contact Details**

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

**Contact Person:**

**Supplier Signature**

**Print Name**

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

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