

REQUEST FOR QUOTATION

RFQ 009-2022-23
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ATTENTION: PROSPECTIVE BIDDERS

RFQ 009-2022-23: THE PROVISION OF EVALUATION SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) related to THE NATIONAL YOUTH SERVICE (NYS) PROGRAMME

The Professional Services Procurement (PSP) Unit within Government Technical Advisory Centre (GTAC) hereby invites credible suppliers to submit a quotation in response to the Terms of Reference attached hereto.

1. EVALUATION METHODOLOGY

1.1. The table below reflects the evaluation methodology for this Request for Quotation:

Evaluation Stage	Description
Stage 1: Administrative Compliance	Evaluation of documents cited in section 2 below. Documents must be submitted and duly completed and signed where required.
Stage 2: Functionality/Technical Evaluation - Desktop	Refer to the Terms of Reference (TOR).
Stage 3: Functionality/Technical Evaluation – Interview/Presentation	Refer to the Terms of Reference (TOR).
Stage 4: Preferential Procurement Regulations 2022	80/20 price and specific goals evaluation based on the Preferential Procurement Regulations 2022 - (refer to the SBD 6.1 for more detail).



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(Price and Specific Goals)	
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2. Stage 1: ADMINISTRATIVE COMPLIANCE

2.1. The following documents must be submitted for administrative compliance evaluation. Documents must be duly completed and signed (where applicable).

- a) SBD 1 - Invitation to Bid
- b) SBD 2 - Tax Clearance Certificate Requirements/ Updated CSD registration report/MAA number
- c) SBD 4 - Bidder's Disclosure
- d) SBD 6.1 - Preference points claim form in terms of the preferential procurement regulations 2022 if applicable.
- e) SBD 3.3 - Pricing Schedule
- f) ID copy of the Directors/ Shareholders for screening purposes
- g) Functionality/Technical response (Response to technical evaluation criteria cited in the TOR)

3. Stage 2 and 3: FUNCTIONALITY EVALUATION (REFER TO THE TOR)

- 3.1. Bidders are required to submit a functionality/technical proposal in response to the technical evaluation criteria cited in the Terms of Reference.
- 3.2. Bidders are required to meet the minimum score of 65% for the desktop evaluation to be considered on stage 2 of interview.
- 3.3. Bidders are required to meet the minimum score of 70% for the interview/presentation to be considered on Preferential Procurement Regulation (PPR) 2022.

4. Stage 4: PRICE AND SPECIFIC GOALS EVALUATION BASED ON THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 - (REFER TO THE SBD 6.1 FOR MORE DETAILS)

4.1. 80/20 Preference Points Evaluation

- a. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 of SBD6.1 as may be supported by proof/ documentation stated in the conditions of this RFQ
- b. The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - The 80/20 preference point system will be applicable in this RFQ. The lowest/ highest



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acceptable tender will be used to determine the accurate system once tenders are received.

- c. Points for this RFQ shall be allocated/awarded for:
- The bidded price (maximum 80 points)
 - Specific goals (maximum 20 points) as allocated and specified on SBD 6.1 to claim points accordingly.

Number of points allocated (80/20 points system)	
Price	80
The specific goals allocated points in terms of this RFQ are as follows:	20
<u>Above 30% ownership for Historically Disadvantaged Individuals who had no franchise in national elections before the 1983 and 1993 Constitutions.</u>	<u>5</u>
<u>Women percentage of ownership: 30% and above</u>	<u>5</u>
<u>Disability percentage of ownership: 5% and above</u>	<u>5</u>
<u>Youth percentage of ownership: 30% and above</u>	<u>5</u>
Total Points	100

The CSD report shall be used as evidence to confirm/award points for Specific Goals. It is the responsibility of the bidding entity/bidder to ensure that the information on the CSD is updated and accurate. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for Specific Goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed

5. SUBMISSION REQUIREMENTS

5.1. The following requirements will apply:

- a. Price quotation must be provided separately on the SBD 3.3 provided.
- b. Price(s) quoted must be valid for sixty (60) days from date of offer.
- c. Total cost must be inclusive of all applicable taxes (if no indication is given, quoted prices will be evaluated as all applicable taxes inclusive).
- d. Price (s) quoted must be within the RFQ threshold of R1 000 000.00 to be compliant and valid.
- e. Late or incomplete submissions will not be accepted. Failure to comply with these conditions will invalidate your proposal.

5.2. The bidder should ensure that the following submission requirements are included in the submission with the quotation:

- a. Duly completed and signed Standard Bidding Documents (SBD) forms: (SBD 1, SBD3.3, SBD and SBD 4), bidders are to make sure that they fully complete SBDs.



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NB: Bidders will be disqualified if any of the SBD forms are not submitted or are found not to be true and complete in every respect.

- b. CSD registration report and Pin number.

6. SUBMISSION DETAILS AND CLARIFICATION

Submissions must be sent to: rfp@gtac.gov.za by **14:00 on 08 February 2023**.

Professional Services Procurement (PSP): GTAC will evaluate proposals in accordance with the evaluation methodology cited on per 1.1 above but is neither legally bound nor obligated to accept quoted rates and further reserves the right to negotiate professional rates around any quotation before the award of this RFQ.

Any clarification regarding this invitation or the Terms of Reference must be addressed to the aforementioned e-mail address.

Yours sincerely



Aletta Mbuyane
Professional Services Procurement: Acquisition and Sourcing
Date: 02 February 2023





TERMS OF REFERENCE

For the Provision of Evaluation Services to the Government Technical Advisory Centre (GTAC).

Programme Identification

Name of Client	GTAC/ Jobs Fund
Name of Project	Programme Level Summative Evaluations for the National Youth Service (NYS)
Contracting Authority	Government Technical Advisory Centre (GTAC), National Treasury
Accountable Officer	Acting Head of GTAC
Project Purpose	For the Provision of Evaluation Services to the GTAC/ Jobs Fund

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1 Request for Proposal

Suitably qualified organisations are invited to respond to these Terms of Reference (ToR) for evaluation services related to the National Youth Service (NYS) programme. An appropriately skilled evaluation team is sought to conduct evaluations on the NYS programme. This assessment will comprise the conduct of the **summative evaluation** for the intervention.

A Call for Proposals (CFP), which was based on Challenge Fund principles, was issued for the intervention on the 29th of October 2021. This Call for Proposals (CFP) was closed for applications on the 25th of November 2021. The CFP was open to Non-Profit Organisations/Non-Profit Companies/Trusts.

The contracting of successful applicants was concluded in May 2022, and each successful intermediary for the NYS was contracted as an implementing partner for a year. At the time of issuance of these Terms of Reference, the Fund Manager will be finalising the implementation of the NYS programme's first CFP as all 13 contracted intermediary enrolled participants who've already commenced with service activities. The summative evaluation is to be conducted within these intermediary contractual periods (the last intermediary will complete implementation at the end of April 2023).

2 Background Information

2.1 The Presidential Youth Employment Intervention

The Presidential Youth Employment Intervention (PYEI) is a part of the **Presidential Employment Stimulus (PES)** programme. The PYEI is a Presidency-led, multi-sector action plan/ programme directed at addressing South Africa's chronic youth unemployment challenge. Of the 1.2 million young people entering the labour market each year, more than 65% remain outside of employment, education and training. Those young people who manage to access opportunities tend to zigzag on often broken pathways, falling in and out of education and short-term work such that they are unable to realise their potential and therefore cannot participate in the economy.

The PYEI has identified several priority interventions to accelerate youth pathways into the economy over the next five years including the establishment of a National Pathway Management Network, delivery of agile workforce development, support for youth self-employment and enterprise in the township and rural economy, the strengthening of workplace experience, and the National Youth Service programme.

Given the devastating impact of COVID-19 on the economy and employment, there is an even more urgent need to implement these priority interventions – particularly in a context where existing approaches have failed to halt the rise of youth unemployment. The implementation of the PYEI will form an integral part of the post-COVID-19 recovery agenda and will help put South Africa on a path towards “a new economy and a new society.”

In addition to establishing a more inclusive, national service programme that leverages the reach and capacity of Non-Profit Organisations (NPOs)/Non-Profit Companies (NPCs)/Trusts, one of the primary aims of the PYEI is to progressively standardise current government-run

youth service programmes by shifting them into complying with the requirements of “Community Service.”

The following are existing Youth Service programmes run by government departments:

- National Rural Youth Service Corps (NARYSEC), Department of Rural Development and Land Reform;
- Youth Environmental Services Programme, Department of Environmental Affairs;
- Youth Brigades, Department of Human Settlements;
- Community Works Program, Department of Cooperative Governance;
- Building Maintenance and National Youth Service Programme, Department of Public Works;
- Young Patriots Programme, Department of Arts and Culture;
- Year Beyond, Western Cape Province.

Due to policy shifts, many of these organisations and programmes currently focus more on providing education and training interventions, and work opportunities related to the training. For the proposed evaluations, a comparative assessment would be beneficial.

Various partners across government will be responsible for implementing the different components of the PYEI. The National Youth Development Agency (NYDA) is responsible for the NYS programme. The National Department of Employment and Labour (DEL) is responsible for the National Pathway Management Network and the Innovation Fund. The National Treasury’s Government Technical Advisory Centre (GTAC), is the appointed Fund Manager for the NYS.

2.2 The National Youth Service Programme

Through the National Youth Service (NYS) programme, young people will be engaged in Community Service activities in the first year of implementation. This will be progressively scaled up over a 5-year period. The primary aim of the NYS programme is to mobilise young people to become active citizens of the country’s democracy while earning an income and increasing their employability. The purpose of the Community Service activities as envisaged for the NYS programme is also to enhance service delivery efforts and improve the lives of marginalized communities. The basic characteristics of meaningful Community Service for youth will include services and activities:

- That are valuable to the community and can be performed by participating young people to high standards;
- Delivered through organisations that work with young people and helps them grow and develop agency;
- That prioritises working with excluded young people to improve their ability to either find work, generate an income, become leaders-activists-change agents;
- That will benefit other clearly defined target groups;
- That enhances service delivery efforts and improve the lives of marginalized communities;
- That help create social networks that young people would not ordinarily have access to.

The National Youth Service is a way of enabling young people, who wish to contribute to building a robust and vibrant environment in their communities, to do so. It builds on research which shows that young people who are active and engaged in their communities are far more likely to succeed in employment and income generation than those who are not. Having recognised both the importance and value of youth service programmes and their challenges over the past decade, the Presidency aims to create a revitalized National Youth Service to expand the existing programme's reach. The NYS also seeks to complement existing public employment programmes rather than displace or replace them.

The NYS programme has identified several Community Service activities. These include, but are not limited to:

- Surveys and Digital Mapping;
- Sports and Recreation;
- Arts, Culture and Entertainment;
- Learning Support Programmes;
- Social Support, Solidarity and Care services;
- Early Childhood Development;
- Food Security Child Nutrition; and
- Community Works, Revitalisation and Greening services.

2.2.1 National Youth Service Principles

Successful applicants would have had to demonstrate how **principles of youth development** are included in the delivery of Community Service, rather than as separate training programmes. Proposals would have had to demonstrate how the applicant and their project partners will:

- Work with young people to identify the challenges youth experience in their community and the opportunities for the initiative to address these both within and outside the project;
- Engage young people to understand the issues that they believe block them from progressing and reflect regularly on how they are addressing these;
- Be able to precisely describe the Community Service activities and the standard to which young people will perform the service (e.g. if young people are to engage in peer counselling, they need to have trained as lay counsellors and be supervised by a suitably skilled and professionally registered practitioner);
- Engage young people, beyond the Community Service tasks, in conversations or processes that enable them to improve their agency, ability to address opportunities they will pursue in their community, etc.;
- Monitor and report on activities undertaken, and submit the appropriate portfolio of evidence for the achievement of outputs; and
- Deliver education or training interventions only if they are complimentary to the Community Service activities.

Specifically, successful organisations would be participating in the NYS in terms of the following principles:

- Have capacity to engage a minimum of 3,000 youth;

- Target young people aged 18 – 35;
- Provide a minimum of 16 hours per week of active Community Service to allow youth to engage in other opportunities;
- Meaningfully benefit the community in which these services take place and be completed to a high standard;
- Facilitate personal growth, values, and an ethos of citizenship; and
- Recruit and enrol young people through the National Pathway Management Network (and associated platforms such as SAYouth.mobi).

3 Evaluation Objectives

3.1 General Evaluation Objectives

The NYS is a high-profile national government intervention that has been allocated funding for its first year of operation. To secure further, long-term funding, the NYS must demonstrate that it can deliver on its objectives. This first iteration of the NYS has, therefore, had an influence on the programme's design, including the size and capability of eligible applicants.

The proposed summative evaluation is to assess the appropriateness of the programme's design within its implementation context, which includes rising levels of youth unemployment, the failings of existing youth programmes, the impact of the Covid-19 pandemic, fiscal constraints including the term and conditions of funding, and continued slow economic recovery.

The evaluation findings are expected to provide insights into the current and future intervention design, in a way that optimises the realisation of the PYEI programme's objectives. Key stakeholders in the evaluation findings include the Office of the Presidency, NYDA, National Treasury and GTAC/Jobs Fund.

3.2 Specifics of the Summative Evaluation

The summative evaluation will assess the extent to which the NYS programme's design and implementation have resulted in the achievement of its targets and objectives. It will also provide insights into any design and implementation challenges and opportunities that need to be addressed or explored in future phases of the NYS intervention.

It will assess the relevance of the programme's conceptual design; the extent to which the programme's institutional and governance frameworks effectively supported the realisation of its objectives; the efficiency and effectiveness of the funding, project expenditure and stipend payment arrangements as well as the robustness of the delivery methodology in achieving the programme's targets.

The summative evaluation will specifically review the relevance and appropriateness of the programme's conceptual design, in responding to the problem being solved for, through the intervention. It will assess, as far as possible, the case for the continued relevance of the programme in the context of youth unemployment and the imperative to accelerate young people's pathways toward earning and employment opportunities. A desk top analysis of other

public-funded youth interventions will be included in the evaluation with a view to drawing conclusions on complementarity, duplication and possible gaps in programme design.

The evaluation will assess the extent to which the programme's institutional and governance arrangements have effectively supported the realisation of the intervention's objectives. *It will analyse the outcomes of the programme's funding, project budget expenditure and stipend payment arrangements to ascertain their efficiency and effectiveness.*

The evaluation will assess the programme's effectiveness in achieving its targets and desired outcomes. *It will do this through a review of the programme's performance against its headline indicators; an assessment of the achievement of youth development principles by partner organisations, through a sampling or case study approach (whichever technique is more appropriate and representative) of the most opted into service opportunities. The evaluation will also assess the extent to which young people would have successfully transitioned from the NYS to other earning or further education and training opportunities. It will develop an attribution model that can reasonably trace this transition back to the interventions undertaken by young people in the NYS programme.*

The summative evaluation will seek to conclude, *after considering assessment outcomes under each of the enquiry categories detailed above, whether the revitalised NYS intervention has been an effective strategy in engaging young people in meaningful service opportunities, and specifically, how, and what should be replicated (if at all), to continue to address unemployment in the country.*

Specific and insightful lessons must be extracted from the summative evaluation to inform future phases of the programme. At a minimum, these lessons are to include, but are not limited to, design, implementation and policy lessons.

The following evaluation questions are to be planned for and answered by the summative review:

1. Is the NYS programme relevant for the support of youth employment efforts in South Africa? If so, to what extent is the programme relevant in the medium term in accelerating youth pathways to earning and further education and training opportunities?
2. Does the NYS programme demonstrate unique youth development attributes relative to existing youth programmes? If so, what are these attributes?
3. To what extent have the institutional and governance arrangements been effective in supporting the achievement of the programme's objectives? Are the various stakeholder roles and responsibilities optimal for the effective roll-out of the programme?
4. Has the NYS programme been able to attract the right partners for the initial roll-out of the revitalized programme? Are there opportunities to expand the range of partners for the implementation of the NYS programme without compromising on quality, delivery scope and pace?
5. To what extent has the NYS programme met its targets, both in terms of performance and disbursements?

6. Has the National Pathway Management Network (SAYouth.Mobi) contributed to more effective and efficient recruitment and transition of young people in the National Youth Service?
7. How has the model of 16 hours per week of service (for 6 months) contributed to youth perception of the program and their ability to pursue other income generating activities outside of service?
8. Has the shift to pay stipends at National Minimum Wage impacted the program in relation to other government mass employment programs such as EPWP or CWP?
9. Have the evidence requirements and verification processes been appropriate for the NYS programme?
10. Have the budget allocations, category caps and stipend payment arrangements enabled the efficient and effective roll-out of the NYS programme?
11. How effective have opportunity providers been in achieving the envisaged youth development objectives for the NYS programme? For example, how have young people been assisted in cultivating a sense of patriotism, strengthening their social networks, improving their employability and successfully transitioning into further opportunities that advance their pathways toward greater levels of economic participation?
12. Is there a case for the government's continued support of the NYS programme? What practical opportunities exist to sustainably crowd-in private sector support for this type of programme?

4 Scope of the Services to be Provided

In evaluating the National Youth Service (NYS) programme, the inputs of all critical stakeholders are important. It is therefore important that as part of the planning of the summative evaluations, a comprehensive stakeholder list is drawn and agreed upon with the commissioners of these Terms of Reference (ToR). The ToR require robust evaluation approaches and corresponding methodologies that are appropriate for the scope of the intervention (NYS). Evidence gathered will be from both primary sources (informant interviews, focus groups, etc.) and secondary sources (relevant sector policy and regulation, intervention and project documents, research papers, case studies, relevant literature review, etc.), creatively using both qualitative and quantitative methods.

Under the supervision of the commissioners of these ToR, the preferred service provider will be appointed to undertake the summative evaluations for the NYS programme.

4.1 Desktop Review

This includes the collection, review and consolidation of:

- Relevant legislation, regulations & subject-matter literature;
- Programme (PYEI) and intervention (NYS) documents;
- Project grant agreements;
- Project implementation plans;

- Quarterly or monthly performance reports;
- Financial and performance audits.
- Other key public-financed youth employment interventions

4.2 Primary Data Collection

It is envisaged that the service provider will undertake the following data collection activities:

- Conduct key informant interviews with, at a minimum:
 - Key programme and intervention stakeholders (e.g. The Presidency's Programme Management Office (PMO), NYDA;
 - The Fund Manager;
 - Other relevant government stakeholders; and
 - Key industry stakeholders.
- Survey a representative sample of youth beneficiaries from each intervention.
- Design all evaluation instruments, as well as the data analysis plan.
- It is expected that the service provider is well-versed in conducting primary and secondary research.

5 Expected Outputs

The following outputs are expected under this assignment:

1. Inception report;
2. Work plan and design document including evaluation approaches, methods, questions, analysis framework, data collection instruments and quality assurance plan;
3. Fortnightly evaluation progress reports;
4. Draft report;
5. Presentation of preliminary findings, lessons and good practice guidelines;
6. Final evaluation report (with Executive Summary) that responds to the agreed learning questions incorporating feedback obtained from the presentation and draft report review comments;
7. Appendices with details on the approaches, methods, informants, and data collection instruments; and
8. A summary report covering the lessons learnt, good practice guidelines and recommendations.

5.1 Timeline and Milestones

Presented below are the timeline and milestones envisaged for the evaluation. The specific details will need to be confirmed in negotiation with the Jobs Fund to ensure timely completion of the evaluation and delivery of the evaluation report.

Activity	Due Date	Deliverable*
Contract start date	15 February 2023	Finalised and signed contract
Evaluation work plan and methodology	01 March 2023	Inception report
Data collection	12 April 2023	Cleaned data files from the field in appropriate file format (.xls, .dta, etc)
Data analysis and report writing	26 April 2023	Draft evaluation report
Presentation of draft report	10 May 2023	Presentation
Submission of final evaluation report and summary report	16 May 2023	Final evaluation report

6 Proposals

National Treasury (GTAC) reserves the right to appoint, and the service provider gives permission that previous employer and/ or institutions may be contacted to obtain references regarding the expertise and general standard work.

Based on the brief outlined in the Terms of Reference, the service provider is requested to propose the approach to the evaluation. The ToR should serve as the basis, although enhancements to the brief will be welcomed as long as they are substantiated.

6.1 Proposal Structure

The proposal should include:

- Understanding of the Terms of Reference of the evaluation.
- Approach, design and methodology for the evaluation. This should include some description of the literature intended for review. A plan should be presented of the data and methodologies envisaged for analysis.
- Activity-based plan (including effort for different researchers per activity and time frame linked to activities).
- Comprehensive activity-based budget (in South African Rand, including VAT). A professional fees budget, combining clearly indicated individual fee rates with level of effort of all personnel (in-person days), should be proposed, as well as anticipated direct costs.
- Key personnel (team members, roles and level of effort).

- f. Quality assurance plan (to ensure that the process and products are of good quality).
- g. Skills-transfer plan (transfer of evaluation skills from service provider to GTAC staff).

7 Key Personnel

Proposals should indicate the key personnel who will be directly involved in the work, together with their envisaged role. The relevant expertise of each individual to this assignment should be clearly outlined (full CVs are required).

7.1 Skills, Experience and Competencies

The evaluation company should have at least a 3-5 year track record in the evaluation of social protection, public employment and youth development programmes. An outline of the required skills, competencies and track record required for carrying out the scope of work outlined in this evaluation are suggested in the list below

- a. Knowledge of publicly funded government initiatives including challenge funds;
- b. Experience in researching and evaluating public-financed youth employment interventions.
- c. Experience in public employment type of programmes & models, including experience with the Expanded Public Works Programme (EPWP), Community Works Programme (CWP).
- d. Social facilitation and stakeholder engagement skills in development projects (particularly in Non-Profit Sector interventions);
- e. Knowledge and experience in researching policy as it relates to youth employment and exclusion.
- f. Understanding of the economic development dynamics and unemployment in South Africa;
- g. Key personnel to have a minimum of a 3 year-graduate degree or relevant experience in the fields of social protection, public employment and youth development, social science, & public policy and other relevant or equivalent qualifications;
- h. Proposals should indicate the key personnel who will be directly involved in the work, together with their envisaged role and time allocation. The relevant expertise of each individual to this assignment should be clearly outlined (full CVs are required).

8 Evaluation Criteria

The successful applicant will be awarded the contract for the duration of the service requirements and will be selected based on the following two-stage process:

STAGE	DESCRIPTION	MINIMUM THRESHOLD
One	The Proposals will be assessed based on the Desktop evaluation criteria below and bidders that meet the minimum threshold of 65% will be invited to participate in Stage 2.	65%
Two	Bidders who meet the minimum threshold in Stage One will be invited to attend an interview, which will include brief presentation on the background of the bidder, the team and the understanding of the assignment.	70%
<u>Three</u>	Those bidders reaching a minimum threshold of 70% as per stage 2 of the interview will be evaluated further on pricing and points scored for specific goals.	<u>Highest scoring bidder to be appointed</u>

It should be noted that the stages are considered to be separate processes and, as a result, the score from Stage One will not be used in Stage Two to calculate a total overall score. These two stages are mutually exclusive and will be treated as such in the appraisal.

8.1 Stage One

In addition to the proposal, the bidder is expected to submit the following:

No.	SUBMISSION REQUIREMENTS (non-submission will lead to disqualification)
1.	Resource Matrix, clearly showing the role, qualification and number of hours allocated to each team member for the completion of the project (this must be in the Resource Matrix template provided).
2.	Team Experience Matrix, clearly showing the experience of proposed team members as per the stipulated requirements (this must be in the Team Experience template provided)
3.	Project schedule/timeline (this must be in the Project Timeline template provided)
4.	Updated 3 to 5-page CV of each of the individuals showing qualifications, expertise and experience.

The Desktop Evaluation criteria are discussed in the table below:

No.	EVALUATION CRITERIA	SCORING	WEIGHT
1.	<p>Demonstrated experience of the service provider to provide evaluation services in the development field</p> <p>This will be evaluated at the applicant firm level.</p>	<ul style="list-style-type: none"> • 9+ years = 5 • 7 to 8 years = 4 • 5 to 6 years = 3 • 3 to 4 years = 2 • < 3 years = 1 • No required/relevant experience demonstrated= 0 	20
2.	<p>Project lead experience and expertise in carrying out evaluations particularly in the development sphere.</p>	<ul style="list-style-type: none"> • 9+ years = 5 • 7 to 8 years = 4 • 5 to 6 years = 3 • 3 to 4 years = 2 • < 3 years = 1 • No required/relevant experience demonstrated= 0 	15
3.	<p>Project team experience in public-financed youth employment interventions; Evaluation, Research and Analytics; and Writing Journal Articles.</p> <p>The applicant to propose a lead under each of the 4 broad areas and the leads will be evaluated as per the below. These team members must be clearly marked in the proposal.</p> <p>List projects undertaken which are cross-referenced in the proposal, team experience matrix, and CVs of individual members. Minimum of 3 references.</p>		
a.	<p>Broad Area 1: Experience and understanding of public employment type of programmes & models.</p> <p>This will be based on the subject-matter lead proposed by the service provider. This individual must be clearly marked in the proposal.</p>	<ul style="list-style-type: none"> • 9+ years = 5 • 7 to 8 years = 4 • 5 to 6 years = 3 • 3 to 4 years = 2 • < 3 years = 1 • No required/relevant experience demonstrated= 0 	15
b.	<p>Broad Area 2: Experience and understanding of youth development in its broadest sense (i.e. the stages that all children go through to acquire the attitudes, competencies, values, and social skills they need to become successful adults).</p> <p>This will be based on the subject-matter lead proposed by the service provider. This individual must be clearly marked in the proposal).</p>	<ul style="list-style-type: none"> • 9+ years = 5 • 7 to 8 years = 4 • 5 to 6 years = 3 • 3 to 4 years = 2 • < 3 years = 1 • No required/relevant experience demonstrated= 0 	10

No.	EVALUATION CRITERIA	SCORING	WEIGHT
c.	<p>Broad Area 3: Experience conducting evaluations considering a variety of methods including Contribution Analysis</p> <p>This will be based on the subject-matter lead proposed by the service provider. This individual must be clearly marked in the proposal.</p>	<ul style="list-style-type: none"> • 9+ years = 5 • 7 to 8 years = 4 • 5 to 6 years = 3 • 3 to 4 years = 2 • < 3 years = 1 • No required/relevant experience demonstrated= 0 	10
d.	<p>Broad Area 4: Experience in producing journal articles</p> <p>This will be based on the subject-matter lead proposed by the service provider. This individual must be clearly marked in the proposal.</p>	<ul style="list-style-type: none"> • 9+ years = 5 • 7 to 8 years = 4 • 5 to 6 years = 3 • 3 to 4 years = 2 • < 3 years = 1 • No required/relevant experience demonstrated= 0 	5
4.	<p>Approach: Relevance, quality and creativity of the technical approach to the research study.</p>	<ul style="list-style-type: none"> • 5 = Excellent (Analyses/Studies/Dissemination directly responds to the ToR, is plausible [considering the timeline and proposed expertise], offers novel and practical ideas, and is likely to significantly exceed expectations) • 4 = Good (Analyses/Studies/Dissemination responds to the ToR, is plausible [considering the timeline and proposed expertise], and is likely to exceed expectations) • 3 = Average (Analyses/Studies/Dissemination responds to the ToR; is plausible [considering the timeline and proposed expertise], and will meet expectations) • 2 = Below Average (Analyses/Studies/Dissemination only responds in part to the ToR, is implausible [considering the timeline and proposed 	25

No.	EVALUATION CRITERIA	SCORING	WEIGHT
		<p>expertise], and is unlikely to meet expectations)</p> <ul style="list-style-type: none"> • 1 = Poor (Analyses/Studies/Dissemination does not respond to the ToR; is implausible [considering the timeline and proposed expertise], and will not meet expectations) • 0= Non submission/demonstration of the submission of Relevance, quality and creativity technical approach to the research study. 	
	Total		100
	Total Technical Minimum Threshold to proceed to the interview stage		65.0%

The service providers that achieve the minimum threshold in Stage One will be called for an interview.

8.2 Stage Two

Those bidders that meet the minimum threshold in Stage One will attend an interview, which will include delivering a presentation to the evaluation panel. This process will be used to verify the following:

NO	EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	Demonstration of knowledge and skills	<p>5 = Excellent (Demonstrated capability is significantly above the expected capability level)</p> <p>4 = Good (Demonstrated capability exceeds the expected capability level)</p> <p>3 = Average (Demonstrated capability meets the expected capability level)</p> <p>2 = Below Average (Demonstrated capability is below the expected capability level)</p> <p>1 = Poor (Demonstrated capability is significantly below the expected capability level)</p>	40

NO	EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	Demonstration of the understanding of the ToR and responsiveness of the proposal to the ToR	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level) 2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	60
	Total		100
	Minimum threshold		70%

Failure to meet a minimum total interview threshold of 70% will result in disqualification of bidder.

8.3 Stage three

<u>Number of points allocated (80/20 system)</u>	
<u>Price</u>	<u>80</u>
The specific goals allocated points in terms of this tender	<u>20</u>
<u>Above 30% ownership for Historically Disadvantaged Individuals who had no franchise in national elections before the 1983 and 1993 Constitutions.</u>	<u>5</u>
<u>Women percentage of ownership: 30% and above</u>	<u>5</u>
<u>Disability percentage of ownership: 5% and above</u>	<u>5</u>
<u>Youth percentage of ownership: 30% and above</u>	<u>5</u>
<u>Total Points</u>	<u>100</u>

The CSD report shall be used as evidence to confirm/award points for specific goals. It is the responsibility of the bidding entity to ensure that the information on the CSD is updated and accurate.

9 Financial Implications

Apart from the professional fees, the service provider must make an allowance in their financial proposal of 10% for travel.

The service provider will be required to attend meetings at 240 Madiba Street when deemed necessary by the Jobs Fund which will not form part of travel disbursements.

All quotations would need to specify the deliverables to be completed, time allocated to each deliverable and cost implications (please include price proposal as per the pricing table below).

Activity	Deliverable	Time Allocated to Deliverable	Cost Implication (Inclusive of VAT)
Evaluation work plan and methodology	Inception report		
Data analysis and report writing	Draft evaluation report		
Presentation of draft report	Presentation		
Submission of final evaluation report and	Final evaluation report		
Total			

10 Contracting Authority

The Contracting Authority will be the Government Technical Advisory Centre (GTAC).

11 Bid Validity Period

The bid will be valid for a period of 60 (sixty) days.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFQ009 -2022-2013	CLOSING DATE:	08 FEBRUARY 2023	CLOSING TIME:	14: H00PM
DESCRIPTION	THE PROVISION OF EVALUATION SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) related to THE NATIONAL YOUTH SERVICE (NYS) PROGRAMME.				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Aletta Mbuyane		CONTACT PERSON		
TELEPHONE NUMBER	012 315 5867		TELEPHONE NUMBER		
FACSIMILE NUMBER	-		FACSIMILE NUMBER		
E-MAIL ADDRESS	rfp@gtac.gov.za		E-MAIL ADDRESS		
TECHNICAL ENQUIRIES MAY BE DIRECTED TO:					
CONTACT PERSON					
TELEPHONE NUMBER					
FACSIMILE NUMBER					
E-MAIL ADDRESS					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No
[AN UPDATED CSD REPORT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR SPECIFIC GOALS AT PPPFA EVALUATION]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g., company resolution)

DATE:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

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

Particulars of applicant

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

Particulars of representative (Public Officer/Trustee/Partner)

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

Tender number	<input type="text"/>
Estimated Tender amount	R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/>
Expected duration of the tender	<input type="text"/> <input type="text"/> <input type="text"/> year(s)
Particulars of the 3 largest contracts previously awarded	
Date started	Date finalised
Principal	Contact person
Telephone number	Amount

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

YES	NO
-----	----

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

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

Signature of representative/agent

- -

Date

Name of representative/agent

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

Signature of applicant/Public Officer

C

C

Y

Y

—

M

M

—

D

D

Date

Name of applicant/
Public Officer

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

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER: RFQ 009-2022-23

CLOSING TIME 14:00 PM ON 08 FEBRUARY 2023

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF **ALL APPLICABLE TAXES
------------	-------------	-------------------------------------------------------------------------

RFQ 009-2022-23: THE PROVISION OF EVALUATION SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) related to THE NATIONAL YOUTH SERVICE (NYS) PROGRAMME.

Services must be quoted in accordance with the attached Terms of Reference.

1. All prices quoted **must** be inclusive of all applicable taxes, if no indication is given, prices will be evaluated as all-inclusive.

Quoted amount for the entire project (All applicable taxes) R _____**

2. The financial proposal for this assignment should cover for all assignment activities as per the Terms of Reference (ToR) including the potential disbursements.
3. **Bidder must submit a detailed breakdown of the quoted amount in their company template/letter head and submit as part of the response.**
4. Period required for commencement with project after acceptance of bid _____
5. Are you a VAT vendor? Yes/No
6. Are the rates quoted firm for the full period? Yes/No
7. 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 this Request for Quotation (RFQ) procedures may be directed to: rfp@gtac.gov.za

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² 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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean

that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the

conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this RFQ	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Price	80	
The specific goals allocated points in terms of this tender.	20	
Above 30% ownership for Historically Disadvantaged Individuals who had no franchise in national elections before the 1983 and 1993 Constitutions.	5	
Women percentage of ownership: 30% and above	5	
Disability percentage of ownership: 5% and above	5	

Youth percentage of ownership: 30% and above	5	
Total Points.	100	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and

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

- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

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

**8. Inspections,
tests and
analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>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.</p>
18. Contract amendments	<p>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.</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>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.</p>
21. Delays in the supplier's performance	<p>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.</p> <p>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.</p> <p>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.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p>

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	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.