

The appointment of 10 non-profit organisation to manage the national youth service phase two (2) for a programme of the presidential youth employment intervention for the period of twelve (12) months and a possible extension of 2 period of twelve (12) months each.



NATIONAL YOUTH DEVELOPMENT AGENCY

**OUR YOUTH. OUR FUTURE.**

## REQUEST FOR PROPOSAL (RFP)

<b>NATIONAL YOUTH DEVELOPMENT AGENCY (NYDA)</b> <b>54 MAXWELL DRIVE</b> <b>BUILDING A</b> <b>WOODMEAD</b> <b>2191</b>	
<b>Description</b>	<b>THE APPOINTMENT OF 10 NON-PROFIT ORGANISATIONS TO MANAGE THE NATIONAL YOUTH SERVICE PHASE 2 FOR A PROGRAMME OF THE PRESIDENTIAL YOUTH EMPLOYMENT INTERVENTION FOR THE PERIOD OF 12 MONTHS AND A POSSIBLE EXTENSION OF 2 PERIOD OF 12 MONTHS EACH</b>
<b>Tender Number</b>	<b>RFP2023/20/NYDA</b>
<b>Tender Issue Date</b>	<i>26 July 2023</i>
<b>Briefing Session Date and time</b>	A compulsory briefing session will be held on the 03 <b>August 2023 @10:00am</b> via Microsoft TeamViewer <a href="#">Click here to join the meeting</a> . Prospective bidders are advised to download Microsoft TeamViewer prior to the time of the meeting. Bidders can access the briefing session at <a href="#">Click here to join the meeting</a> which is also available on the NYDA Website as well as the National e-tender portal of this tender advert
<b>Closing Date</b>	The closing date for submission of proposals is as follows:  Date: <b>30 August 2023</b>
<b>Closing Time</b>	The closing time for submission of proposals is as follows:  Time <b>11:00am not a minute late</b>  <b>Bidders must ensure that bids are submitted timeously on National Youth Development Agency, 54 Maxwell drive, Building A Woodmead 2191.</b>
<b>Tender Validity Period</b>	<b>120 Business days from closing date.</b>
<b>Enquiries</b>	Tenders Email: <a href="mailto:tenders@nyda.gov.za">tenders@nyda.gov.za</a>
<b>Name of the Tenderer</b>	
<b>Total Price inclusive of Value Added Tax:</b>	

The appointment of 10 non-profit organisation to manage the national youth service phase two (2) for a programme of the presidential youth employment intervention for the period of twelve (12) months and a possible extension of 2 period of twelve (12) months each.

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**PART A  
INVITATION TO BID**

**SBD 1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL YOUTH DEVELOPMENT AGENCY)</b>					
BID NUMBER:	RFP2023/20/NYDA	CLOSING DATE:	<b>30 August 2023</b>	CLOSING TIME:	11:00am
DESCRIPTION	The appointment of 10 non-profit organisation to manage the national youth service phase two (2) for a programme of the presidential youth employment intervention for the period of twelve (12) months and a possible extension of 2 period of twelve (12) months each.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>NATIONAL YOUTH DEVELOPMENT AGENCY</b>					
<b>54 MAXWELL DRIVE</b>					
<b>WOODMEAD</b>					
<b>WOODMEAD NORTH OFFICE PARK, BLOCK A</b>					
<b>NYDA BUILDING</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Eugene Moore</b>		CONTACT PERSON	<b>Eugene Moore</b>	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:tenders@nyda.gov.za">tenders@nyda.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:tenders@nyda.gov.za">tenders@nyda.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART THE QUESTION BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

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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
<b>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.</b>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<ul style="list-style-type: none"> <li><b>BID SUBMISSION:</b></li> </ul>
<ul style="list-style-type: none"> <li>BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</li> <li><b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></li> <li>THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</li> <li><b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></li> </ul>
<ul style="list-style-type: none"> <li><b>TAX COMPLIANCE REQUIREMENTS</b></li> </ul>
<ul style="list-style-type: none"> <li>BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</li> <li>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.</li> <li>APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</li> <li>BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</li> <li>IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</li> <li>WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</li> <li>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."</li> </ul>

SIGNATURE OF BIDDER: .....

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

DATE: .....

**NB: NYDA reserves the right to cancel this tender without prior notice and not to appoint any service provider.**

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### TENDER NOTICE AND INVITATION TO TENDER

<b>Description</b>	<b>THE APPOINTMENT OF 10 NON-PROFIT ORGANISATIONS TO MANAGE THE NATIONAL YOUTH SERVICE PHASE 2 FOR A PROGRAMME OF THE PRESIDENTIAL YOUTH EMPLOYMENT INTERVENTION FOR THE PERIOD OF 12 MONTHS AND A POSSIBLE EXTENSION OF 2 PERIOD OF 12 MONTHS EACH</b>
<b>Tender Advert</b>	<p>The National Youth Development Agency invites 10 non-profit organisations to implement the national youth service phase 2 for a programme of the presidential youth employment intervention for the period of twelve (12) months and a possible extension of 2 period of twelve (12) months each.</p> <p>Tender documents are available for submission on the NYDA website: <a href="http://www.nyda.gov.za">www.nyda.gov.za</a>.</p>
<b>RFP Downloading</b>	<p>A tender document copy of the terms of reference will be available for download directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a>, and National Youth Development Agency at <a href="http://www.nyda.co.za">www.nyda.co.za</a>. At no cost</p>
<b>Communication</b>	<p><b>BRIEFING SESSIONS</b></p> <p>A compulsory briefing session will be held as follows:</p> <p>Microsoft teams: Online on the 03 of August 2023 at 10:00  Venue: Online (Microsoft-TeamViewer) Link: <a href="#">Click here to join the meeting</a></p> <p>Prospective bidders are advised to download Microsoft TeamViewer prior to the time of the briefing session. Bidders can access the briefing session at <a href="#">Click here to join the meeting</a> which is also available on the NYDA Website as well as the National e-tender portal of this tender advert.</p> <p>Queries relating to the issue of these documents or technical enquiries may be addressed to Mr. Eugene Moore via e-mail: <a href="mailto:tenders@nyda.gov.za">tenders@nyda.gov.za</a> on or before the 7 of August 2023 @ 16h00.</p>
<b>CLOSING DATE AND TIME</b>	<p>The closing date and time for submission of proposals is as follows:  Date: <b>30 August 2023</b>  Time <b>11:00am not a minute late</b></p> <p>Tenderers must ensure that tender is submitted timeously on <b>NATIONAL YOUTH DEVELOPMENT AGENCY (NYDA) 54 MAXWELL DRIVE BUILDING A WOODMEAD 2191</b>. As a rule, if a tender is late, submissions will not be accepted by the system.</p> <p>Tenders may only be submitted on the tender documentation that is issued by NYDA. The retyping of the tender document is not permitted.</p> <p>The tenders must be inserted into the Tender Box available at the Reception Area of NYDA Head Office, 54 Maxwell Drive, Woodmead (Woodmead North Office Park, Block A, NYDA Building) by 11:00 am on 30 August 2023. Telegraphic, telephonic, telex, facsimile, e-mail, and late tenders will not be accepted.</p>
<b>Tender validity</b>	<p><b>offer</b></p> <p>NYDA requires a validity period of <b>(120 Business days)</b> from closing date against this RFP, excluding the first day and including the last day. NYDA may at any time prior to the expiry of the bid validity period, extend the above validity period by 60 days written notice in the NYDA website and E-tender website, on the same terms and conditions. In that event, NYDA will not require consent from the bidders, and bidders will not be required or permitted to amend any of their proposals. However, bidders are not obliged to extend the validity period. In the case where bidders are not in agreement with the validity extension, they must inform NYDA in writing and their proposals will be considered non-responsive.</p> <p>Once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract.</p>

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• **TENDER DATA AND CONDITIONS OF TENDER**

The Conditions of Tender are the General Conditions of Contract issued by the National Treasury. The purpose of the Conditions is to:

- 1 Draw special attention to certain general conditions applicable to government bids, contracts, and orders; and
- 2 To ensure that bidders are familiar with regards to the rights and obligations of all parties involved in doing business with government.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

Clause Number	Clause Heading	Data / Wording
1.1	<b>The Employer is:</b>	<b>The Employer is:</b> National Youth Development Agency (NYDA). <b>54 MAXWELL DRIVE, WOODMEAD, 2191 (Woodmead North Office Park, Block A, NYDA Building)</b>
1.2	<b>Employer's Agent is:</b>	<b>Mr. Eugene Moore</b> Tel: (087) 158 5718 E-mail: <a href="mailto:tenders@nyda.gov.za">tenders@nyda.gov.za</a>
1.3	<b>Eligibility or RFP Instructions</b>	The National Youth Development Agency reserves the right to reject bids which are non-responsive, including, without limitation, bids which contain the following defects: <ul style="list-style-type: none"> <li>• Late or incomplete bids.</li> <li>• Failure to conform to the rules or requirements contained in the Tender document.</li> <li>• Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected; and</li> <li>• Non-compliance with applicable law, unauthorized additions or deletions, conditional bids, or material irregularities.</li> </ul> Tenderers will be disqualified if the entity or any of its directors is listed on the register of Bid Defaulters in terms of the Prevention and Combating of Corruption Activities Act of 2004 as a person prohibited from doing business
1.4	<b>JOINT VENTURES OR CONSORTIUMS</b>	Joint Ventures / Consortiums are eligible to submit tenders provided that: <ul style="list-style-type: none"> <li>• Where bids are consortia / Joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number;</li> <li>• A Joint Venture Agreement is signed by the JV Partners and attached to this tender document;</li> </ul> <b>Tenders who do not meet the requirements above will be immediately disqualified from the tendering process.</b>  A Joint Venture / Consortium must also submit a Joint Venture BBBEE Verification Certificate.

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		Non-Profit Organisations may partner with other institutions that are not NPO's however the lead Partner must be an NPO.
1.5	<b>Returnable Documents</b>	<p>Tenderers to submit fully completed and signed returnable documents as stipulated. Tenders must only be submitted on original tender documentation which is issued by the NYDA and completed in black ink. Tender documents may not be retyped or reproduced.</p> <p><b><u>COMMERCIAL RETURNABLES</u></b></p> <p>The following Standard Bidding Documents are duly completed and signed.</p> <p><b>1. ESSENTIAL ADMINISTRATIVE RETURNABLE DOCUMENTS:</b></p> <ul style="list-style-type: none"> <li>• SBD Documents.</li> <li>• The returnable part of the tender offer communicated on paper shall be submitted as an original written in black ink hard copy and a soft-copy/electronic version in PDF-format on a Flash Drive. No documents are to be retyped or reproduced. Any tender documents that are retyped or reproduced will be disqualified.</li> <li>• Submit proof of registration with Department of Social Development/CIPC as Section 21, Not for Profit Company.</li> <li>• Certified copy/copies of all Directors ID's (not older than 3 months).</li> <li>• Central Supplier Database (CSD) report or pin.</li> <li>• Current Tax Pin Status.</li> <li>• Current B-BBEE Affidavit/Certificate.</li> <li>• Latest Annual Financial Statement or latest management accounts for 3 years.</li> <li>• Proof of business location i.e., letter from the landlord, rental agreement, copy of utilities bill in the name of the company or director, proof of ownership etc.</li> </ul>
1.6	<b>Number of copies of tender offers to be submitted to the Employer</b>	The returnable part of the tender offer communicated on paper shall be submitted as an original written in black ink hard copy and a soft copy/electronic version in PDF-format on a Flash Drive. No documents are to be retyped or reproduced. Any tender documents that are retyped or reproduced will be disqualified.
1.8	<b>National treasury's supplier database (CSD) registration</b>	<ul style="list-style-type: none"> <li>• Bidders must submit proof of registration on the National Treasury's Central Supplier Database (CSD). A Tenderer that is selected as a preferred Tenderer but is not registered on the Central Supplier Database (CSD) of the National Treasury, shall not be awarded the Tender. Failure to submit such proof of registration, as requested, shall result in their tender being disqualified.</li> <li>• Bidders are requested to register on the National Treasury CSD and include the copy of supplier number in order to enable the institution to verify the supplier's tax status on CSD.</li> <li>• Registration can be completed online at <a href="http://www.csd.gov.za">www.csd.gov.za</a></li> </ul>
1.10	<b>Clarification on submitted information</b>	During the evaluation of the bids, clarification may be requested in writing from bidders only for the purpose of clarifying aspects mentioned in the bid. Replies to such requests must be submitted, within two (2) working days or as otherwise indicated.
1.11	<b>Two-Envelope System</b>	<b>A two-envelope system <u>will not</u> be followed.</b>

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### **Tender submission Requirements**

- The returnable part of the tender offer communicated on paper shall be submitted as an original written in black ink hard copy and a soft-copy/electronic version in PDF-format on a Flash Drive. No documents are to be retyped or reproduced. Any tender documents that are retyped or reproduced will be disqualified.
- Bidders should take particular care to ensure that there are no discrepancies between all submissions to the NYDA. NYDA reserves the right to reject any tenders if there are discrepancies.
- Submissions that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted.
- All submissions received by NYDA will become the property of the NYDA and will not be returned to the respondent.
- The submissions must be inserted into the TENDER BOX available at the Reception Area of NYDA Head Office, 54 Maxwell Drive Woodmead, Johannesburg. Woodmead North Office Park, Block A, NYDA Building between 08h00 am and 17h00 pm weekdays.
- Respondents are invited to observe the closing date and time of the submission as per the advertisement.
- Unsuccessful submissions will be informed in writing when the process is concluded.
- A submission will be considered late if received after the specified date and time. Respondents are therefore strongly advised to ensure that submissions be despatched allowing enough time for any unforeseen events that delay the delivery of the submission.



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• **PROCUREMENT TIMELINES**

• *PROCUREMENT TIMELINE	DATE	TIME
RFP release date	26 July 2023	08h00 to 16h00
Compulsory Briefing Session	3 August 2023	10h00
Written questions of clarification – closing date	07 August 2023	16h00
Written response to all clarifications	11 August 2023	16h00
Closing date	30 August 2023	11h00
Anticipated Completion of bid evaluations	8 September 2023	
Anticipated letter of Award	28 September 2023	
Commencement Date	01 October 2023	

**\*Indicative dates**

**1. Stage One (1): Compliance / eligibility**

NO	DESCRIPTION
1	A proof of registration as a vendor on the National Treasury Central Supply Database (CSD), which can be found at <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017.
2	A proof that the bidder is in good standing with SARS. Such information will be verified through Central Supply Database (CSD) or using SARS e-filing pin in National Treasury compliance with instruction note 9 of 2017/2018 prior to the award of the bid.
3	Registration with Department of Social Development/CIPC as Section 21, Not for Profit Company and must have been registered with the relevant department (e.g., Department of Social Development) for at least 2 years. All requisite certificates and proof of registration will be required.
4	SBD1 – Invitation to Bid
5	SBD 4 - A fully completed and duly signed disclosure form. Should a conflict of interest be declared or identified, the bid would be declared non- responsive. NB Bidder must ensure all pages are complete and all questions answered, and to indicate not applicable (N/A) where appropriate.
6	A completed and signed pricing schedule following the template provided.
7	Must have three (3) years audited or reviewed Annual Financial Statements (AFS) and where applicable Management Accounts.
9	One original hardcopy version must be the original submission, clearly marked "Original" and a softcopy/electronic version in PDF-Format digital copied versions of the original.
10	The bidder attended the compulsory briefing session

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## **1. NYDA BACKGROUND AND INTRODUCTION**

The National Youth Development Agency (NYDA) is a South African based agency established primarily to tackle challenges that the nation's youth are faced with. The NYDA was established by an Act of parliament, act no 54 of 2008. The institution was established to be a single, unitary structure, established to address youth development issues at National, Provincial and Local government level. The existence of the NYDA should be located within the broad context of South Africa's development dynamics. Similar to many developing countries, South Africa has a large population of youth, those between the ages 14-35; represent 42% of the total population. Given the youthful nature of the South African population much of the socio-economic challenges faced by the nation, i.e., poverty, inequality and joblessness, poor health etc, are borne by the youth. The gravity of challenges South Africa is faced with, require multi - pronged efforts, that simultaneously promote the development of sustainable livelihoods, reduce poverty, inequality and prioritise the development of policies which create an enabling environment for youth development.

The NYDA plays a lead role in ensuring that all major stakeholder's, i.e., government, private sector, and civil society, prioritise youth development and contribute towards identifying and implementing lasting solutions which address youth development challenges. Furthermore, the NYDA designs and implements programmes aimed at improving lives and opportunities available to youth. These programmes could be clustered as follows:

At an individual level (Micro level), the NYDA provides direct services to youth in the form of information provision, mentorship, skills development & training, entrepreneurial development & support, health awareness programmes and involvement in youth initiatives. At a community level (Meso Level), the NYDA encourages young people to be catalysts for change in their communities through involvement in community development activities, social cohesion activities and national youth service programmes and dialogue.

At a Provincial and National level (Macro Level), through its policy development, partnerships and research programmes, the NYDA facilitates the participation of youth in developing key policy inputs, which shape the socio-economic landscape of South Africa.

The National Youth Development Agency derives its mandate from the legislative frameworks, including the NYDA Act (54 of 2008), the National Youth Policy (2009-2020) and the draft Integrated Youth Development Strategy as adopted by the Youth Convention of 2006. The NYDA activities could be summarized as follows:

- 1 Lobby and advocate for integration and mainstreaming of youth development in all spheres of government, private sector, and civil society.
- 2 Initiate, implement, facilitate, and coordinate youth development programmes.
- 3 Monitor and evaluate youth development intervention across the board and mobilise youth for active participation in civil society engagements.

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## **2. TERMS OF REFERENCE**

### **2.1 What is the National Youth Service Programme**

**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 should include services and activities:

- That are valuable to the community and can be performed at high standards by participating young people.
- That is delivered through organisations that work with young people and through the interventions/programmes offered to help young people develop agency.
- That prioritise working with excluded young people to improve their ability to either find work, generate income, become leaders-activists-change agents.
- Service that will benefit another clearly defined target group(s).
- That enhances service delivery efforts and improves the lives of marginalized communities; and
- That help create social networks that young people would not ordinarily have access to.

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.

This revitalised National Youth Service programme that is led by the NYDA is part of the Presidential Youth Employment Intervention (PYEI). The PYEI was launched by President Cyril Ramaphosa in his 2020 State of Nation Address as South Africa's most comprehensive effort yet to address the youth unemployment crisis. Its goal is to transition young people successfully from learning to earning. To this end, the intervention brings together the strengths of numerous government institutions and social partners to deliver more opportunities for young people. Central to the PYEI's efforts is the establishment of a National Pathway Management Network (NPMN) that ensures that young people successfully transition into opportunities that enable and unlock earning pathways. Other PYEI components include demand-led skilling and the enabling of local ecosystems to facilitate self-employment and enterprise opportunities.

### **2.2 Facilitating transitions**

Because the programme offers part-time service opportunities (64 hours per month) the NYS allows participants to explore further opportunities for training, employment, or entrepreneurship during their term of service. This eases the transition into follow-on activities. The NYS offers young people opportunities to gain insights into different fields of work, strengthen their agency, skills, and self-confidence, and increase their employability.

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The programme aims to complement existing public employment programmes rather than displace or replace them. For example, it will complement the Community Works Programme (CWP) by:

- having a community and youth needs-based approach to defining service activities as opposed to an area based, multi-sectoral one employed by the CWP.
- having a specific focus on youth; and
- focusing on youth development principles as outlined in the next section.

## 2.3 National Youth Service Principles

### 2.3.1 Youth development

Successful applicants should demonstrate how youth development principles are included in the delivery of Community Service rather than as separate training programmes. Proposals should 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 regularly reflect 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 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 and their ability to address opportunities they will pursue in their community etc.
- Monitor and report on activities undertaken, and submit the appropriate auditable evidence for the achievement of outputs; and
- Deliver education or training interventions that are complimentary to the Community Service activities i.e., training that will support the growth of the young person while also ensuring that they are able to deliver the activity to a higher standard.

For the NYS programme, the following priority Community Service activities have been identified and successfully delivered in Phase I: **Surveys and Digital Mapping; Sports and Recreation; Arts, Culture, Entertainment; Learner Support Programmes; Social Support Services; Solidarity and Care; Early childhood development/Early Learning; Food security child nutrition; Community Works, Revitalization, and Greening programmes**<sup>1</sup>.

## 2.4 Target beneficiaries and core design principles

While the NYDA expects applications for the implementation of the NYS to be tailor-made and context-specific, **to be recognized as part of the National Youth Service, programmes must:**

- Be led by an NPO/ NPC.
- Target young people aged 18 – 35.
- Provide a minimum of 64 hours per month of active Community Service in order to allow youth to engage in other opportunities – and to reach more young people at scale.
- Meaningfully benefit the community in which they take place and be completed to a high standard.
- Facilitate personal growth, values, and an ethos of citizenship; and

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<sup>1</sup> Please note that the initiative is not limited to the Community Service areas identified above. Please see Annexure

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- Recruit and enrol young people through the National Pathway Management Network t on **SA Youth.mobi**<sup>2</sup>. Kindly note that implementers will not be charged to help young people register on the platform nor will they have to pay a fee to load their opportunities on SA Youth.mobi and access candidates. However, implementors are required to provide reporting data.
- Engage other partners and stakeholders to ensure NYS participants transition into other earning opportunities.

## 2.5 Institutional criteria

This Call for Proposal is open to Non-Profit Organizations that meet the eligibility criteria outlined. Project partners must demonstrate an understanding of the objectives of the youth service and the capacity to plan, implement and manage a project of the size and nature proposed. Successful applications/ initiatives should at least display the following characteristics<sup>3</sup> :

- a. Be managed by experienced implementers.
- b. Demonstrate capacity to engage 2,000 youth (aged 18 to 35) for a 6-months period with an option to scale-up (i.e., increase the number of service months per participant and or increase the number of participants per contracted intermediary/ NPO). The successful applicant will sign a 1-year agreement with the NYDA and within that time undertake, including but not limited to, the following activities:
  - **Two (2) months inception phase:** recruitment of young people into the programme, successful on-boarding of participants on **SA Youth.mobi**, setting up of service sites/ partnerships and development of Individual Service Plans for each young person outlining the planned service work for the 6 months.
  - **Seven (7) months service implementation phase:** monitoring and tracking of the cohort through their 6 months service work period, regularly report to the NPMN and NYDA. Implementers are expected to consistently engage partners to ensure NYS participants transition to other opportunities upon their graduation.
  - **Three (3) months close-out phase** i.e., project evaluation and close-out audit.
  - **Post-implementation reporting:** Implementors will be required to report on specific outcomes achieved after the term of the contract but attributable to the project.
- c. Be able to enrol, onboard and ensure that beneficiary youths have a bank account, and monitor their activities using both manual/ paper-based and electronic platforms (the NYS programme may or may not provide the IT platform but applicants will be required to demonstrate the capacity to procure and utilise a basic desktop computer and smart devices such as tablets and smartphones (see Annexure 3 for further details). **If the NYS programme has procured a platform for time logging and stipend payments, all implementors will be expected to use it.**
- d. Either already have a well-established monitoring and evaluation protocol and capacity or demonstrate the ability to establish one.
  - Applicants must include in their proposed budgets, an allocation for monitoring and evaluation resources, and will be expected to report against the standard indicators for the programme which are presented in Annexure 2.
  - In addition, applicants must be able to track the movements of each participant through the support interventions offered and produce evidence for the attainment of milestones, and report performance against the programme's high-level indicators (refer to Annexure 3 for further detail).

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<sup>2</sup> <https://www.sayouth.mobi/>

<sup>3</sup> Additional qualifying criteria (eligibility and functionality) are outlined in Section 3 below.

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- Where necessary, applicants are expected to propose additional Specific, Measurable, Achievable, Attributable, Relevant and Time-bound (SMART) indicators for all anticipated project outcomes and impact.
- e. Applicants are encouraged to collaborate and partner with other organisations. These collaborations and partnerships could be with:
  - **NPOs/ NPCs** – NPOs/NPCs contracting directly with the NYDA to engage 2,000 young people through their own operations.
  - **Consortiums** – An NPO/NPC contracting directly with the NYDA to engage 2,000 young people by crowding in and managing a consortium of implementing partners.

**Private sector organizations** – Private companies may partner with the lead NPOs/NPCs and provide additional resources (financial or in-kind) and opportunities for NYS participants to transition into.

#### **Lead applicants:**

- a. Must demonstrate own capacity to immediately engage 2,000<sup>4</sup> youth in Community Service activities or the ability to crowd in and manage a consortium of entities which can successfully assist in meeting the target of 2,000 youth per year.
- b. Must be a Non-profit Organisation as defined by the Non-profit Organisations Act 71 of 1997 (the NPO Act); or a Non-Profit Company (NPC) as defined in Schedule 1 of the Companies Act.
- c. Must have been registered with the relevant department (e.g., Department of Social Development). All requisite certificates and proof of registration will be required.
- d. Must be in full compliance with administrative requirements (including CSD status<sup>5</sup>).
- e. Must demonstrate capacity and robust operating systems<sup>6</sup> to enable the payment of stipends to at least 2,000 youth. Such systems, including those to enable the processing of a monthly payroll (including SARS compliance, UIF, COIDA, SDL aspects) at the scale proposed for the NYS will be assessed during the Due Diligence stage of the application process.

#### **Lead applicants/ Implementing partners:**

- a. Must have existing budget for work with excluded young people and be able to demonstrate current programmes being implemented or having been implemented in the last year<sup>7</sup> with the same target group.
- b. Must have a track record of more than three years of technical experience in their area of interest. Evidence of this will be requested including Annual Reports/Funder reports showing programme activities with youth for each of the past three years, proof of the demographic profile of the young people with which the organization has worked including geographic location, socio economic and educational status, age, number of young people served (for each quarter over past three years), and evidence of the type of intervention they have implemented (i.e. learnership, contracted by Department of Social Development (DSD), enterprise development, leadership development etc.).
- c. Must provide their programme content (this and all other information will be managed confidentially and will only be used for assessment of the application).

## **2.6 Funding criteria**

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<sup>4</sup> Evidence of prior program enrolments will be required or partnership agreements that demonstrate capacity of partners and lead applicant to engage 2000 participants and evidence of prior program enrolments for programs implemented by those partners and or lead applicant will be required.

<sup>5</sup> Applicants must submit a valid CSD report

<sup>6</sup> Systems include appropriate resources (personnel), monitoring and governance frameworks.

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Applications for the National Youth in Service programme are to be costed on a fair standard model. The design of the National Youth Service has elements of a Public Employment Program but is strongly focused on the element of service and exit of young people.

**For each applicant, the budget should be categorised into the following:**

- a. **Stipend cost for youth service participants**<sup>8</sup>: Costing should be based on the assumptions that each participant will earn at the rate of **R23.19** and 64 hours per month. Within the group of young people, it is envisaged that Team Leaders will be allocated on a ratio of one Team Leader for every 25-young people participating in the program. Team leaders will earn at 125% of the hourly rate of non-Team Leaders.
- b. Budgets must also include a maximum allowance of **3% of the stipend costs** to cover employer UIF contributions, COIDA, bank charges and Skills Development Levy (SDL) contributions.
- c. **Service implementation costs** (costing should be pegged at a maximum of **17.5% of the stipend costs**):
  - **Project management**: The project management costs should also cover programme reporting requirements (see Annexures 2 and 3). Applicants are expected to have systems (including paper-based backup processes) to ensure smooth implementation.
  - With respect to the registration and activity monitoring functions, applicants are expected to include in their budget an allocation towards systems and devices based on the following assumptions: (i) Each applicant will budget for one standard desktop computer with standard software; (ii) Each applicant will procure smart phones/ devices and each one will serve 50 youth. (iii) A third assumption is that each applicant will have WIFI / mobile data access at Head Office and that the NYS programme will provide applicants with software/ an application that will allow the smart phones/ tablets/ devices to work offline i.e., only sync needs to happen when connected to WIFI/ mobile data.
  - **Tools of trade**: Applicants must ensure appropriate tools and materials are available to enable youth service participants to carry out planned activities to the required standard. The allocation for this should not exceed **5% of the stipend costs**.
  - **Skills Development and training of young people**: To ensure that participants can perform Community Service activities at high standard and to ensure that young people improve their employability, applicants should allocate **5% of the stipend costs** for skills development and training of participants.
  - **Participant uniforms and Personal Protective Equipment**: To maintain and grow the brand of the program, each implementing agent should outline their requirements for participant uniforms and this will be procured centrally and distributed to the various implementing agents. This may be a branded t-shirt, cap and jacket per participant OR branded sports kits OR branded Personal Protective Equipment. The uniforms should be budgeted at no more than **5% of the stipend costs**. The NYDA will provide each implementor with the logos, and designs.
  - **Devices**: Implementors are expected to budget for and procure devices for the electronic onboarding of participants, tracking of timesheets. Implementors are also expected to ensure devices are insured and should budget for it accordingly. The allocation for the devices and insurance should not exceed **0.7% of the stipend costs**.
- d. **Evaluation and close out costs, capped at 0.8% of the stipend costs**<sup>9</sup>: Applicants should have robust monitoring and evaluation frameworks in place, and it is expected that all initiatives will be tracked and evaluated in order to ensure feedback loops for programme improvements and encourage evidence-based policy making across related government initiatives. Each applicant is expected to show that they

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<sup>8</sup> The NPCs/ NPO's will employ supervisory and administrative staff and program managers for the implementation of the program which should be funded from the administrative and project management fee allocated.

<sup>11</sup> The 0.8% of the stipend costs refer to just the evaluation and close-out costs. The Monitoring & Reporting budget is separate to this and is covered under Service implementation costs.

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have in place/demonstrate the ability to establish a suitable evaluation framework and budget for all related activities (over and above basic monitoring activities covered under the Service Implementation Costs line item stated above). At the end of the 6 months implementation period, each project will be required to submit: (1) A close-out evaluation report/ self- evaluation report, and (2) Independently commissioned close-out audit report.

The parameters above provide a standard framework on which all applications should be based.

***NB: While no match-funding requirement will apply<sup>10</sup>, NPOs/ NPCs who can crowd in funds from other sources will be preferred. In addition, all NPOs/ NPCs will have to demonstrate sufficient capacity to meet their current funding requirements for the duration of their participation in the NYS.***

### **2.6.1 Examples of ineligible applications**

**Examples of ineligible applications include:**

- a. Applications led by government departments, and private sector companies.
- b. Initiatives that are not aligned with the NYS programme as outlined in Section 3.
- c. Projects receiving support for the same initiative and same project activities from other public programmes which may lead to double counting of jobs/opportunities.
- d. Projects using other sources of public funds to support the same beneficiaries.

### **2.6.2 Functionality Criteria**

The functionality criteria which will be used to select the most competitive applications/ initiatives are as follows:

**Alignment with NYS programme principles:**

Applications

- a. Must demonstrate how their vision/purpose/strategy is aligned with the principles, and purpose of National Youth Service as outlined in Section 3. Most importantly, proposals must adhere to the mandatory requirements stipulated in Section 3.2. Preferred initiatives are those that propose innovative ways of linking NYS programme beneficiaries to other earning opportunities following completion of the service period.
- b. Must be able to successfully enrol all programme beneficiaries onto the National Pathway Management Network platform, SA Youth.
- c. Should propose attributes that young people should have at the conclusion of the programme which the National Pathway Management Network can recognise<sup>11</sup>.
- d. Must demonstrate how the initiative will transition young people that exit the community service activities/interventions into other opportunities.

**Scale:** Applications must demonstrate how the initiative will achieve scale in terms of expanding geographical footprint, partnering with more organizations, and (or) working with more young people. Initiatives must outline the key activities that will be undertaken to achieve this outcome.

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<sup>10</sup> Matching funds are funds that are contributed by applicants to augment the grant funding available. Matching funds can be in the form of direct cash or in-kind contributions. Applicants who augment the available grant with match-funding contributions increase the competitiveness of their applications as the National Youth Service seeks to crowd in additional resources and encourage risk sharing.

<sup>11</sup> For example, their scores on DRIVE; RESILIENCE; AGENCY etc. should have increased, thus making them more attractive candidates for bursaries/education financing; entry level employers; start up enterprise development programmes.



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**Specifically, initiatives must:**

- a. Provide a clear explanation of how they have managed existing or past initiatives that engage 2,000 young people and how learnings from these interventions will be applied to ensure efficient delivery of the NYS programme within the cost parameters.
- b. Provide a detailed and realistic forecast of how many more youths the project can reach in year 2, and 3 and the assumption under which those estimates will hold. Initiatives that demonstrate the capacity to rapidly scale up will preferred.

**Contribution to Systemic Change:** Applications that contribute to broader impact in the lives of participating youth, generate learning beyond the confines of their specific initiative and positive change at community are preferred. Initiatives must:

- a. Show how sustainable Community Service activities, can potentially build the basis for more sustained and complex social economy interventions in an area<sup>12</sup>.
- b. Demonstrate how young people who have shown aptitude and competence in the NYS programme will be assisted to find further contracted/ paid work or be assisted to grow.
- c. Demonstrate how the initiative will support young people to build agency, resilience and grit – which are critical success factors for young people on their employment/income journey; explain what young people will be able to do at the end of the programme that they may not have been able to do prior to involvement.

**Capacity to implement:** Applicants must demonstrate relevant experience, and organizational capacity. For example:

- a. Applicants must demonstrate an appreciation of their proposed project's specific local context and the determinants of success i.e., identify the challenges, barriers and demonstrate how your initiative will effectively address these.
- b. In the case of a consortium, applications must elaborate on the consortium composition, which must be logical and value-adding. Roles and responsibilities of consortium members must be clearly defined. In addition, the applicant/ consortium lead must demonstrate an alignment of incentives and a “common purpose” across members of the consortium<sup>13</sup>.
- c. Applicants must demonstrate the capacity to pay monthly stipends to beneficiaries, and have appropriate systems to collect, consolidate and report on financial and progress performance. Proposals that clearly outline the management/supervision arrangements that will be put in place to ensure that Community Service components achieve the required standard and how this Community Service will be monitored, and reported are preferred. Applicants who propose practical and meaningful project specific outcome indicators at the level of (beneficiary youth, the implementing organization itself, and the community) will be deemed more competitive.
- d. Initiatives must have adequate institutional capacity and be able to show evidence that their staff have the requisite competence and have experience managing young people in a developmental way (excludes trainers/classroom instruction).

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<sup>12</sup> For example, if the delivery of sporting activities for out of school youth is regularly run over three years is there potential to then mobilise further investment from Department Sports and Recreation/FIFA/SAFA/CSI funds to invest further in infrastructure; coach training; funding leagues etc.

<sup>13</sup> For example, if a consortium lead specialises in youth leadership but is partnering with smaller NPOs/ NPCs that work in HIV AIDS Community care; some in after school support; while others work in environmental degradation protection etc. - the consortium lead will have to demonstrate sufficient capacity to monitor consistent delivery across the service areas, and manage potential discrepancies.

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- e. Where the delivery of Community Service activities is dependent on any other stakeholders, their role must be adequately explained.
- f. Applicants should demonstrate evidence of the community mapping they've done, existence of a database of potential beneficiaries, site selection processes, evidence of engagement with all relevant stakeholders e.g., partnerships with the municipalities (only where necessary) etc.

**Working with multiple stakeholders including local communities and community-based organisations:** Applicants must:

- a. Demonstrate your organisation's experience in working with multiple stakeholders, local Communities and Community-Based Organisations in the past.
- b. Demonstrate your organisation's experience in building the capacity of stakeholders, local Communities, and Community-Based Organisations in the past.
- c. Demonstrate how your organisation will crowd in multiple stakeholders, local Communities and Community-Based Organisations to achieve the target of 2000 youth.
- d. Demonstrate how your organisation will support [financially, technically, and through skills transfer] local Communities and Community-Based Organisations for participating in the proposed initiative.

### 2.6.3 Additional Information/ Requirements

**Please note the following:**

**Deadline:** Please note that the deadline for submission of applications is 30 August 2023. Applicants are advised to not underestimate the effort required to complete the applications. Applicants are advised to promptly commence with the completion of their applications.

**Key information, dates and updates:** Applicants may access further information including latest updates on training events and other related engagements by clicking on the following link: ([www.nyda.gov.za](http://www.nyda.gov.za)).

Payment of operational costs - For the first quarter of implementation the Fund will make an advance payment to contracted applicants/ implementing intermediaries to cover operational/ administration costs as per the final agreed budget, and schedule of activities, subject to all conditions to such disbursement being met. Subsequent payments for operational/ administration costs will be made quarterly, based on performance, verification of reported expenditure and needs analysis.

**Payment of stipends** - For the first month of implementation, the NYDA will make an advanced payment (to the value of one-month worth of stipends directly to contracted applicants/ implementing intermediaries to cover stipends as per the final agreed budget, and schedule of activities, subject to all conditions to such disbursement being met. Depending on the Payment solution modalities, the NYDA will disburse subsequent funds for stipends directly to contracted applicants/ implementing intermediaries on a monthly/quarterly basis, in arrears based on hours worked, the rate per hour, and verification of past expenditure.

**Ring-fenced bank account** - Payments (both for stipends and operations/ administration costs) will only be made into a designated ring-fenced project bank account from where all project-related expenditure will be funded.

Performance indicators - Applicants must pay careful attention to how the NYDA defines the different performance indicators presented in Annexure 2 and accurately record your intended targets and other initiative specific outcomes in your application form. If successful, you will be required to report against these indicators. Partners will be required to report on these primarily through the National Pathway Management Network. In addition, monthly and quarterly implementation reports and evidence to back reported outcomes will also be reported to the NYDA in order to trigger payments for stipends and operational costs.

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**Application process** - The NYDA allocates grant funding through a competitive, one stage process. All applications must be delivered at NYDA Head office. Applications are firstly assessed against the eligibility criteria; if these are not met it could result in your application not receiving further consideration. After the eligibility assessment the application is competitively assessed against the functionality criteria outlined above. Thereafter, a decision is taken as to which proposals should be allocated grant funding. NYDA makes the final decision on the allocation of grant funding. The competitiveness of each project proposal is a key consideration throughout the entire process.

**Other government funding** - Applicants are expected to declare any existing contracts with other public employment interventions, training programmes or learnerships. Applicants are also expected to identify any conflicts arising from these and how any such risks would be managed. Failure to declare will be deemed a breach of trust and will result in immediate termination of the application and in the instance where contracting has been concluded, termination of the contract.

**Intellectual property** - While the intellectual property (IP) will reside with the Project Partner, all successful applicants must permit the NYDA to use the concept for learning and dissemination purposes. The learning material will be developed in conjunction with the owner of the IP and will not be used for commercial dissemination.

The National Youth Development Agency (NYDA) thanks you for your application in advance.

### 1. Stage two (2): Functional evaluation

The bid/proposal will be evaluated for functionality and be rated as follows:

FUNCTIONALITY (TECHNICAL) EVALUATION CRITERIA					
No	DESCRIPTION	EVALUATION RETURNABLES	EVALUATION CRITERIA	RATING	WEIGHTING SCORE
1	Experience of the organisation in managing a development programme of more than 500 participants. The programmes should have included: <ul style="list-style-type: none"> <li>• Recruitment</li> <li>• monitoring and tracking of the cohort</li> <li>• programme evaluation and reporting</li> </ul>	Bidders must provide their current and/or past clients contactable reference for the similar work over the past 10 years. The reference must indicate the brief description of the services provided, client name, contact details (email, cell phone, landline) and value of the project. <b>The onus is on the bidder to ensure that the contact details of client provided in the reference letter are valid.</b>	Four contactable references provided	20	20
			Three contactable references provided	15	
			Two contactable references provided	10	
			One or no contactable reference provided	0	
2.	Experience of the project Manager or Technical Teams	5 years and above of implementing people development programme especially of young people. <ul style="list-style-type: none"> <li>• Qualification: Minimum NQF Level 7 in business management/commercial/human resources qualification</li> <li>• The project manager must have experience in human capital developmental programmes that includes inter alia recruitment and management of cohorts.</li> </ul>	5 years and above of project experience for the Project Team Leader. Qualification: Minimum NQF Level 7	10	10
			Submit CVs of the projects team with at least two resources who are youth (18-35 years of age).	5	
			4 years of project experience for the Project Team Leader. Qualification: Minimum NQF Level 7		
			Submit CVs of the projects team with at least two		

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		Submit CVs of the projects team with at least two resources who are youth (18-35 years of age).  The bidder must ensure that the contact details provided in the CV's are valid.	resources who are youth (18-35 years of age).  3 years project experience for the Project Team Leader. Qualification: Minimum NQF Level 7  Submit CVs of the projects team with at least two resources who are youth (18-35 years of age).  Less than 3 years of project experience	3  0	
3.	Working with smaller NGO's	Previously signed proof of agreements with other partners or reference letters from the supported NGO's or an evaluation report of capacity building report	Three (3) contactable reference letter or agreements with other partners  Two (2) contactable reference letters or agreements with other partners  Less than two (2) contactable reference letters or agreements with other partners	20  10  0	<b>20</b>
4.	Access to Youth Database.	Access to database of 2000 young people	Provided proof of Access to database of 2000 young people.	15	<b>15</b>
			Provided proof of Access to database of 500 to 1000 young people.	5	
			No proof of access to database of more than 500 young people.	0	
5.	<b>Capacity to implement.</b>	Bidder must develop and submit implementation project plan that demonstrate the capacity and robust operating systems to manage and enable the payment of stipends to at least 2,000 youth.  The implementation plan must include the following: 4.1 Submit a recruit man plan indicating access to youth in areas they operate in with a minimum of 2000 participants. 4.2 Sourcing platforms and partnerships with large organisations where possible youth will be sourced. 4.3 The programme content. 4.4 The Evaluation Framework. 4.5 Demonstrate that appropriate systems are in place to monitor, track and pay stipends to participants. 4.6 Submit partnership agreements or arrangements with potential transition partners for young between the ages of 18-35 years. 4.7 Submit an example of one evaluation report for a development programme	Proposal is comprehensive, innovative, and responded to all Project Implementation Plan requirements  Proposal is adequate, responded to most (more than 51%) Project Implementation Plan requirements  Proposal does not address most (less than 40%) of the Project Implementation Plan requirements  Proposal does not address all Project Implementation Plan requirements or no Project Implementation Plan	35  25  15  0	<b>35</b>

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		implement in the past 5 years, indicating the number of participants, performance, gaps, and improvements recommendations.			
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**Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to stage, i.e., Pricing.**

## **2. STAGE THREE (3): PRICING AND SPECIFIC GOALS ASSESSMENT**

### **2.1. Price instruction**

- 2.1.1. Bidder must price according to the price schedule provided.
- 2.1.2. A breakdown of costs should be provided, where necessary.
- 2.1.3. All prices quoted will remain firm for twelve (12) months after the contract has been awarded.
- 2.1.4. Pricing should include VAT if applicable and must be in South African Rand.
- 2.1.5. Prices tendered must be valid for 120 days.
- 2.1.6. Pricing schedule must be filled and signed in blank ink, no re-typed or re-produced document will be permitted.

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**2.2. PRICE AND SPECIAL GOALS CONTRIBUTION EVALUATION**

	Description	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total
<b>Total Project Income</b>														
	Grant													
	Matched Funding													
	In-kind contribution													
	Cash contribution													
<b>Expenses</b>														
	Stipends													
	Payroll cost (SDL, UIF, Bank Charges and COIDA)													
	<b>Total Wage Cost</b>													
	Project Management costs													
	Compensation - Existing staff													
	Compensation - New Staff													
	Skills Development and Training													
	Participant Uniforms													
	Advertising, Marketing													
	Recruitment													
	Printing & stationery Cost													
	Transport Costs													
	Systems (payroll & accounting)													
	Audit, ME fees													
	Devices (Tablets, cell phones etc)													
	Tools of trade													
	Other													
<b>Total Expenditure</b>														
<b>Vat @ 15%</b>														
<b>Grand Total</b>														

**Bidder name:** \_\_\_\_\_

**Bidders' signature:** \_\_\_\_\_

**2.2.1. Price Evaluation information**

The tender with the lowest acceptable price will receive the maximum points allocated for price. The other tenderers will receive proportionately lesser points based on the following formula:

$$Ps = 80(1 - (Pt - Pmin) / Pmin)$$

- Where: Ps = Points scored for comparative price of tender or offer under consideration.
- Pt = Comparative price of tender or offer under consideration; and
- Pmin = Comparative price of lowest acceptable tender or offer.

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## **1. SPECIAL CONDITION**

- 1.1. NYDA reserves the right to withdraw or amend terms of reference/specifications by notice in writing by advertising in the media in which the tender was originally advertised prior to the closing date.
- 1.2. NYDA reserves the right not to award any of the tenders submitted.
- 1.3. The cost of preparing the tenders will not be reimbursed.
- 1.4. Shortlisted bidders may be invited for presentations.
- 1.5. Successful bidder will be required to sign a confidentiality/non-disclosure agreement.
- 1.6. NYDA reserves the right NOT to appoint any Service Provider or to withdraw this request for bids.
- 1.7. NYDA reserves the right to withdraw the awarding of the bid if the organisation and the successful bidder are unable to agree on the terms and conditions of a lease agreement within 60 calendar days of the awarding of this bid.
- 1.8. All contracts entered into by the organisation are subject to the attached general conditions of contract.
- 1.9. Any plans to prepare the premises to be fully legally compliant must be submitted as part of the required returnable documentation.
- 1.10. The successful bidder/ landlord must be prepared to execute the fit-out of the premises as a turnkey solution as per designs and specifications prepared by its Professional team as instructed by NYDA.

## **2. REASONS FOR REJECTION**

- 2.1. NYDA reserves the right to contact references during the evaluation and adjudication process. Any effort by a bidder to influence the evaluation, comparison or award decisions in any manner, may result in rejection of the quote/proposal concerned.
- 2.2. Bidders shall not contact NYDA on any matter pertaining to the tender from the time the tender is closed to the time the tender has been adjudicated. The results of all tenders will be published by the NYDA in the municipality website. Any effort by a tenderer to influence the tender evaluation, tender comparisons, or tender award decisions in any matter, may result in rejection of the bidder concerned.
- 2.3. Bidders shall not contact NYDA on any matter pertaining to the tender from the time the tender is closed to the time the tender has been adjudicated. The results of all tenders will be published by the NYDA in the municipality website. Any effort by a tenderer to influence the tender evaluation, tender comparisons, or tender award decisions in any matter, may result in rejection of the bidder concerned.
- 2.4. The NYDA shall reject a submission if the bidder has committed a proven fraud and/or corrupt act in competing for a particular contract.
- 2.5. NYDA may disregard the bid of any Tenderer if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

## **3. REVIEW PROCESS**

- 3.1. In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to the bid and to complete all the mandatory fields and questionnaires.
- 3.2. Documents submitted on time by bidders shall not be returned and shall remain the property of the NYDA.
- 3.3. All bids duly lodged will be evaluated in accordance with the evaluation criteria.
- 3.4. NYDA may require presentations from short-listed bidders as part of the bid process.
- 3.5. All tenders duly lodged as per the submission requirements will be evaluated in accordance with the stipulated evaluation criteria.

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## **Annexure 2:**

### **Background to the National Youth Service**

The NYS programme aims to address the enormous challenge of young people's exclusion from society and the economy. It is estimated that every year, nearly 1 million young people exit education and become active work seekers. At the end of that year, approximately a third of them will have found some kind of income opportunity in the formal or informal sectors. But two thirds of them will "slip through the cracks", and become discouraged, essentially invisible to the labour market. As young people become discouraged, they become more and more excluded, not only from society at large, but in their communities and households.

#### **Social exclusion**

The majority of jobs available to entry level work seekers exist in the wealthier suburbs of South Africa's largest metros. South Africa has approximately 16,4 million people who are in employment and 18 million people who receive some form of state welfare grants (either an old-age pensioner grant, a child grant, or a disability grant). There is a large distance – spatially and through limited social networks – from these grant-dependent households to the formal job market. Hence, young people rarely know where or how to look for work. They use grant monies intended to provide food and shelter to instead print CVs that will never be considered and spend scarce transport money to apply door-to-door, the most inefficient and expensive way possible. When these young people never hear back from employers, they give up and join an even larger permanently discouraged, unemployed underclass. Therefore, those who have employment remain "insiders" while a generation of work-seekers without experience or resources remain on the outside.

Families trapped in long-term unemployment create heightened pressure on the state to provide incomes for those who cannot support themselves and on employers to raise wages for those in employment who support non-earning members. This creates further constraints on investment and growth in an increasingly competitive global economy.

#### **Value of work experience**

There is an urgent need to enable agency, networks, structure, self-esteem, and community respect even without employment or income. There is an intrinsic social rationale for this but there is also an economic pathway rationale because social participation is the first step on a pathway of economic activation. Research suggests that one of the biggest predictors of whether young people will transition into employment is whether they have work experience - paid or unpaid. And surprisingly, being part of a community organization has the same value as having work experience with a formal sector employer. However, many young people are not connecting to community activities and are not obtaining this experience.

#### **Pathways to income outside the formal sector**

Unlike other countries in Africa, South Africa does not count work in the informal sector as "employment". Further, work which may bring in income is not seen as valuable unless the job comes with a contract or is with a formal sector employer. There is an urgent need to find more constructive ways of enabling young people to generate income in their communities and to access appropriate support if they want to grow these activities.

#### **Types of youth service**

Typical service activities include providing after school support programmes; running sporting activities; primary health support activities; creating recreational opportunities for other youth; ensuring public areas that could be used for recreation are supervised and safe at certain times of the day. In undertaking these activities young people develop greater confidence in their abilities, improve their self-esteem as others in their communities see them as contributors rather than "takers", and increase their social networks. All of



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these are essential pre-cursors for employability. Service programmes also introduce young people to a discipline that is important for their growth<sup>14</sup>. However, because service is not simply a “menial” work programme, young people can start to recognize the strengths and skills that they have and learn how these can also be used to create more ambitious programmes, and to start generating income themselves, even if they do not get a formal sector job.

### **Current youth service programmes**

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

- a. National Rural Youth Service Corps (NARYSEC), Department of Rural Development and Land Reform.
- b. Youth Environmental Services Programme, Department of Environmental Affairs.
- c. Youth Brigades, Department of Human Settlements.
- d. Community Works Program, Department of Cooperative Governance.
- e. Building Maintenance and National Youth Service programme, Department of Public Works; and
- f. Young Patriots Programme, Department of Arts and Culture.

Due to shifts in policy, many of these organisations and programmes currently focus more on providing education and training interventions, and work opportunities related to the training.

In addition to establishing a more inclusive, national service programme that leverages the reach and capacity of NPOs/ NPCs, one of the primary aims of the PYEI, through the NYDA, is to progressively standardise current government run youth service programmes by shifting them into complying with the requirements of “Community Service”.

For the NYS programme, the following priority Community Service activities have been identified. (Please take note that the initiative is not limited to the Community Services areas identified below):

**Surveys and Digital Mapping** e.g.: (1) Infrastructure and Service mapping: e.g., using young people to survey current infrastructure in communities and what is required for it to be able to be used by young people; (2) Mapping service delivery which can inform better provision of services. This could include mapping numbers of young people in poor communities accessing early learning services or receiving social development grants or property owners who do not have access to their title deeds etc.; (3) Economic and Social Surveys.

**Sports and Recreation** e.g.: (1) Initiating sporting activities for unemployed young people in communities; (2) Organising games or other events at local parks/sports grounds; (3) Employing youth to assist with coaching clinics and after school sporting programmes.

**Arts, Culture, Entertainment** e.g.: (1) Initiating recreational and cultural activities for young people in communities such as drama groups; community choirs; (2) Creating public memorials to the social history of a community etc.

**Learner Support Programmes** e.g.: (1) Support to schools including teaching support; school nutrition/feeding support; (2) Providing after school support for learners – such as sport/recreational activities or providing homework support.

**Social Support Services, Solidarity and Care** e.g.: (1) Providing support on key issues that impact young people. For example, support for Anti Substance Abuse activities; (2) Confronting issues that contribute to high levels of gender-based violence in communities; (3) Activities which promote community health and well-being – e.g., community kitchens, assisting the elderly; Youth Voter Engagement, etc.

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<sup>14</sup> For e.g. employers expect their employees to only be paid if they turn up for work on time, and perform their given tasks as prescribed.

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**Early childhood development/Early Learning** e.g.: (1) Young people participating in provision of services such as early learning playgroups; storytelling and reading; supporting campaigns that increase ante-natal health of mothers and prevent physical stunting.

**Food security child nutrition** e.g.: (1) Creation / Maintenance of food gardens; (2) Food preparation and serving to vulnerable members of the community.

**Community Works, Revitalization, and Greening programmes** e.g.: (1) Creation of green spaces in communities; (2) Maintenance of public facilities so that they are safe for young people to use – e.g. sports grounds, parks, community halls etc.; (3) Beautification of public spaces; (4) Planting of trees to improve the environmental conditions in a community; (5) Creating of new public spaces that are consistent with conditions that protect communities from COVID-19

#### 4.4 Annexure 3:

##### Indicator Protocol Reference Sheets

Indicator 1
Name of Indicator: Number of young people securing paid service opportunities.
Definition of the Indicator: This indicator tracks the number of individual young people who have participated in the paid service activities and have received stipends for their community service work. Everyone will only be counted once under this indicator.
Unit of Measurement and Disaggregation: The Unit of Measure for this indicator is a person (participant). The reported number of participants will be disaggregated in terms of gender, age, disability, race, geographic location, number, and type of programme/support services participated in, number and type of opportunities secured and value of stipends secured.
<b>DATA SOURCE/ MEANS OF VERIFICATION</b>
Means of verification for the payment of stipends will include timesheets for everyone and/or electronic payroll reports and biometric databases and/or any other suitable sources as agreed to in the signed Grant Agreement for the project. In addition, an affidavit/attestation confirming the accuracy and validity of the evidence must be submitted by the CFO/ responsible person.
<b>DATA ANALYSIS &amp; REPORTING</b>
Stipend payment data will be reported by all contracted partners, monthly, as part of their reporting requirements to the Fund and the Pathway Manager. The National Pathway Management System will record all the activities of the young person (including the opportunities secured) and their movement both within and between PYEI programmes. It is the contracted partner's responsibility to check and validate all data submitted to the Pathway Manager and the Fund. This information will be collated and analysed and reported to the relevant stakeholders on a quarterly/monthly basis.

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## Indicator 2

Name of Indicator: Number of young people who have completed planned service activities.

Definition of the Indicator: These are young people who successfully complete service activities they have been enrolled into. Each young person will be signed up to serve in a specific capacity over a period using Individual Service Plans. These plans will form the basis of the measurement of the young person's successful completion of their service activities over the measurement period (typically 6-months). Completion is measured over the stipulated period for each young person. That means a young person is deemed to have successfully completed their service tenure when their successfully completed service activities add up to the stipulated period. A young person may complete more than one service activity over the measurement period, but completion is fulfilled once all these service activities add up to the stipulated period (typically 6-months). Each Service Plan will be categorised and reported under a priority service area, which include Sports and Recreation, Infrastructure and Services Mapping, Arts, Culture and Entertainment, Social Economy Support Services, Community Works, and Revitalisation programmes.

Unit of Measurement and Disaggregation: The Unit of Measure for this indicator is a young person (participant). The reported number of young people will be disaggregated in terms of gender, age, disability, race, geographic location, number, and type of programme/support services participated in, priority service area, number and type of opportunities secured and value of stipends secured.

### DATA SOURCE / MEANS OF VERIFICATION

Means of verification for the successful completion of service activities will include Individual Service Completion documentation such as Service Completion Certificates or signed-off Service Plans, and/or electronic biometric databases and/or any other suitable sources as agreed to in the signed Grant Agreement for the project. In addition, an affidavit/attestation confirming the accuracy and validity of the evidence must be submitted by the CFO/ responsible person.

### DATA ANALYSIS & REPORTING

Data will be reported by all contracted partners as part of their monthly and quarterly reporting requirements to the Fund and the Pathway Manager. The National Pathway Management System will record all the activities of the young person and their movement both within and between PYEI programmes. It is the contracted partner's responsibility to check, validate and verify all data submitted to the Pathway Manager and the Fund. This information will be collated and analysed and reported to the relevant stakeholders on a quarterly/monthly basis.

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### Indicator 3

Name of Indicator: Number of young people transitioning out of the National Youth Service (NYS) into other opportunities.

Definition of the Indicator: These are young people who migrate out of the National Youth Service. These young people can transfer out of the NYS while serving out an Individual Service Plan or upon completion of one. They also may migrate to another intervention or opportunity for ostensibly better, more applicable or different opportunities (for example: young people take up further education & training opportunities; employment opportunities; or entrepreneurial opportunities outside of the NYS).

Unit of Measurement and Disaggregation: The Unit of Measure for this indicator is a young person (participant). The reported number of young people will be disaggregated in terms of gender, age, disability, race, geographic location, number and type of programme/support services participated in, number and type of opportunities secured, value of stipends secured, reason for leaving the NYS and whether they have secured another opportunity as well as the type of opportunity secured.

#### DATA SOURCE/ MEANS OF VERIFICATION

Means of verification for tracking young people who migrate from NYS will include the electronic de-registration information as captured on the National Pathway Management Network system (which would allow for the capturing of reasons for de-registration from the NYS) and/or any other suitable sources as agreed to in the signed Grant Agreement for the project. Intervention-specific registration and de-registration protocols, as determined by the Pathway Manager, are to be consulted. In addition, an affidavit/attestation confirming the accuracy and validity of the evidence must be submitted by the CFO/ responsible person.

#### DATA ANALYSIS & REPORTING

Data will be reported by all contracted partners as part of their monthly and quarterly reporting requirements to the Pathway Manager and the Fund. The National Pathway Management System will record all the activities of the young person and their movement both within and between PYEI programmes. It is the contracted partner's responsibility to check and validate all data submitted to the Pathway Manager and the Fund. This information will be collated and analysed and reported to the relevant stakeholders on a quarterly/monthly basis.

The electronic system utilised for the capturing of individual young person's registration or de-registration should identify each young person on the basis of their unique South African Identification Document (ID) Number and be able to tag this ID Number to the young person's profile and involvement history with the PYEI.

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#### **4.5 Annexure 4:**

##### **Tracking of Participants and Service Activities**

The applicant requires a system that is POPIA compliant that can monitor participants and service activities throughout the recruitment and implementation period, as well as collect auditable evidence to support reported implementation progress.

This will include, amongst others:

##### **1. Participant recruitment, registration, and on-boarding**

##### **2. Participant's details and journey through the service activities**

a). Personal details:

- Name, Surname, and ID number,
- Contact Details (address and phone),
- Gender, race & age,
- Banking details

b). Service Activity Completion Status:

- Date joined,
- Date left,
- Reason for leaving.

c). Weekly participation in service activities:

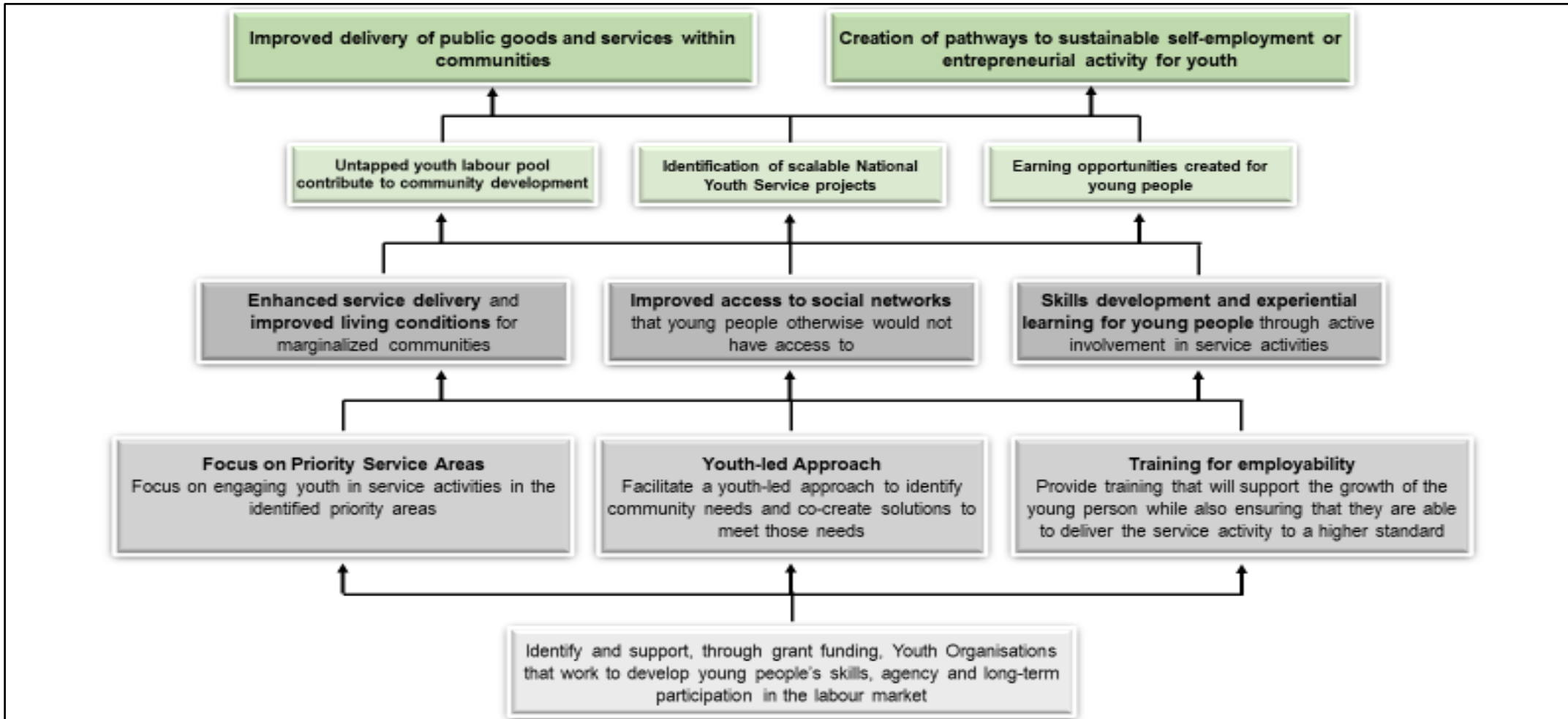
- Category of Work (e.g., Surveys & Digital Mapping/ Sports & Recreation/ Arts, Culture & Entertainment, etc.),
- Service participated in (e.g., Soccer coaching/ Art Classes for Primary School Learners/ Grass cutting, etc.),
- Location of worked (i.e., organisation name and address/coordinates),
- Hours allocated for the week,
- Hours worked for the week,
- Amount paid,
- Payment escalations (e.g., queries from beneficiaries regarding stipend payments).

##### **3. Service activity completion**

- b) Beneficiaries of the service activity (e.g., in the case of soccer coaching, the end-users or beneficiaries are the school children who attend soccer practice and receive the coaching).
- b). The extent to which the service is delivered to an appropriate standard.

Annexure 5:

Illustration of a Theory of Change



**SBD 4  
 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 interest<sup>15</sup> 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 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:  
 .....  
 .....

---

<sup>15</sup> 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.

### 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 consortium<sup>16</sup> 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 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

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<sup>16</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



## SBD 6.1

### 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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 80/20 preference point system.

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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest 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.**

Bidders must submit CIPC Registration documents, B-BBEE Certificate/Affidavit, shareholder certificate/s and detailed CSD report to claim the points allocated as per the table below.

The specific goals allocated points in terms of this tender	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)
At least 51% owned by people that are women	05	
At least 51% owned by disabled people	05	
At least 51% owned by people that are youth (10)	10	

**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
  - Non-Profit organisation
  - 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.

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

**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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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



and other such obligations of the supplier covered under the contract.

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

**2. Application -**

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

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

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

**3. General –**

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

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

**4. Standards -**

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

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

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

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

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

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

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

**7. Performance - security** 7.1 Within thirty (30) days of receipt of the notification of contract award,

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) 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 -  
accordance  
documents**

**10.1** Delivery of the goods shall be made by the supplier in 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:

- 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- 13.1.4 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
- 13.1.5 training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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

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

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

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

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

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

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

**16. Payment -**

**16.1** The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

**16.2** The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

**16.3** Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

**16.4** Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices -**

**17.1** Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**24. Contract – Amendments**

**18.1** No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment -**

**19.1** The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts -**

**20.1** The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the – supplier's performance**

**21.1** Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

**21.2** If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

**21.3** No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

**21.4** The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

**21.6** Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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 – duties and rights**

**24.1** When, after the date of bid, provisional payments are required, or **and countervailing** antidumping 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 wilful 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 –  
other  
language**

**29.1** The contract shall be written in English. All correspondence and documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law -**

**30.1** The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices -**

**31.1** Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

**31.2** The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties -**

**32.1** A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

**32.2** A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

**32.3** No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National -  
Industrial  
Participation  
(NIP) Programme**

**33.1** The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.



