

BID NUMBER

GEP20/IS/IMPACT ASSESSMENT

BID DESCRIPTION

TERMS OF REFERENCE FOR IMPACT ASSESSMENT TENDER OF GEP PROGRAMMES

ADVERT DATE

07 JUNE 2021

COMPULSORY BRIEFING SESSION

NO COMPULSORY BRIEFING SESSION

CLOSING DATE

09 JULY 2021

CLOSING TIME

11H00AM

VALIDITY PERIOD

BID WILL BE VALID FOR A PERIOD OF 90 DAYS AFTER CLOSING DATE

ADDRESS FOR DELIVERY OF BIDS

*GROUND FLOOR, 124 MAIN STREET, MARSHALLTOWN, JOHANNESBURG
(NB: NO EMAILED TENDER WILL BE ACCEPTED)*

ATTENTION

GEP SCM UNIT

JOHANNESBURG OFFICE

7th Floor, 124 Main Street,
Johannesburg, 2107
Telephone: 011 085 2002
Fax: 011 834 6702

EKURHULENI OFFICE

Ground Floor,
188 Victoria Street,
Germiston, 1400
Telephone: 011 776 9079
Fax: 011 827 2886

SEDIBENG OFFICE

36 Merriman Avenue,
Vereeniging, 1930
Telephone: 016 910 1200
Fax: 016 910 1216

WEST RAND OFFICE

23 Eloff Street,
Krugersdorp, 1739
Telephone: 011 950 9870
Fax: 011 950 9886

TSHWANE OFFICE

1st Floor, Block G,
333 Grosvenor Street,
Hatfield Gardens, Hatfield
Telephone: 012 430 2359
Fax: 012 323 4205

HEAD OFFICE 6th Floor, 124 Main Street, Johannesburg, 2107 | Telephone: 011 085 2001 | Fax: 011 388 4010 | Website: www.gep.co.za

BOARD

Ms. L Mphahlele (Chairperson), Ms. P Mangcu (Deputy Chairperson),
Mr. S Zamxaka (Chief Executive Officer), First Corporate Secretaries (Company Secretariat),
Ms. D Maithufi, Mr. L Marincowitz, Mr. K Mogotsi, Mr. E Ranamane, Ms. B Mahluthana,
Mr. D Golding, Mr. T Rasenyalo, Mr. S Mkhize, Ms. N Mufamadi, Ms. D Maphanzela

1. INTRODUCTION:

The Gauteng Enterprise Propeller (GEP) is a Provincial Government Agency established in terms of the Gauteng Enterprise Propeller Act (No. 5 of 2005), under the guide of the Gauteng Department of Economic Development (GDED) to ensure the development of “Sustainable SMMEs and co-operatives propelled into the mainstream economy of Gauteng.” To achieve this the GEP has set the following vision for the new five-year term that lies ahead:

“Propelling entrepreneurs into sustainable enterprises that contribute meaningfully to inclusive economic growth and job creation.”

Impact is at the core of the GEP’s vision, therefore the GEP defines its mission as:

- Promoting entrepreneurship, mobilising resources and facilitating an integrated approach to entrepreneurial development and support within the Province;
- Providing financial and business development support for the growth and sustainability of small enterprises; and
- Facilitating investment in high-impact business enterprises that transform the structure and competitiveness of industrial sectors.

2. BACKGROUND

The GEP has developed a five-year Strategic Plan (2020-2025) aligned to the objectives of the National Development plan (NDP) to contribute to building, ***“a Gauteng City Region that is seamlessly integrated, economically inclusive, socially cohesive, smart, environmentally sustainable, innovation-driven and globally competitive.”***

The new strategy calls for the reconfiguration of the organisation to shift from a fragmented intervention approach to a more collaborative approach geared at deepening integration across the Gauteng Province, sectors, businesses, municipalities and development finance institutions. The Stakeholder Management and Revenue Generation (SM & RG) unit of GEP, whose core function includes Resource Mobilisation and Industrial Financing, is seen as an integral element for the achievement of the GEP’s Strategic Plan. More specifically, the SM & RG unit should assist in elevating the GEP into a provincial development finance institution that can play a resource-coordination role aimed at reindustrialising the Gauteng’s economy.

The SM & RG unit is intended to meet the following objectives:

- Shift from a quantity-driven approach to a more sustainable, impact-driven business unit;
- Assist in strengthening the capacity of the GEP to focus on the high-growth path through reindustrialisation and partnerships with various partners;
- Ensure that small businesses began to prosper, thrive and create decent employment;
- Become more proactive and responsive to the need for reindustrialising townships through the establishment of programmes aimed at supporting township-based industrialists;
- Forge collaboration between GEP and key stakeholders, such as provincial government departments, the private sector and DFIs;
- Ensure that GEP takes its rightful place as the centre of coordination of all small enterprise support interventions in the Province, in collaboration with government, DFIs, institutions of higher learning and the private sector; and
- Focus on reindustrialisation and increased collaboration to enhance revenue generation.

To achieve the above objectives a SMME funding scheme was put in place. The funding scheme is aimed at quickly reaching vulnerable small businesses who do not have access to formal banking facilities to enable them to continue operating and employing staff during the current crisis. The fund will disburse capital to SMMEs who are the most vulnerable and unable to access funding through other support programmes. The fund design is premised on the following broad principles:

- Target very small, mainly Black owned businesses who would typically not have access to bank finance;
- Focus on township based, township linked and SME's supplying to government or catering for basic and essential products;
- Delivering this at the lowest administrative cost possible; and
- Funding on a sustainable basis at the lowest interest rates (aiming at prime minus 1 at the top end and prime minus 4 at the low end).

The GEP wishes to appoint a service provider to develop a Business Case

for the alignment of the GEP's business units to improve the functioning and achievement GEP five-year strategy.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	GEP20/IS/IMPACT ASSESSMENT	CLOSING DATE: 09 July 2021		CLOSING TIME:	11h00am		
DESCRIPTION	IMPACT ASSESSMENT TENDER OF GEP PROGRAMMES						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
124 Main Street							
Johannesburg							
2107							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Godfrey Masindi			CONTACT PERSON	Jolinda Venter		
TELEPHONE NUMBER	011 085 2026			TELEPHONE NUMBER	011 085 2081		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	gmasindi@gep.co.za			E-MAIL ADDRESS	jventer@gep.co.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <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	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS (Continued below)							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING TIME 11: 00

CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R:

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

R-.....

.....

.....

R-.....

.....

.....

R-.....

.....

.....

R-.....

.....

.....

R-.....

.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....

R-.....

..... days

.....

R-.....

..... days

.....

R-.....

..... days

.....

R-.....

..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

TOTAL: R.....

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

5.2 Other expenses, for example accommodation (specify, e.g. three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			
6. Period required for commencement with project after acceptance of bid		
7. Estimated man-days for completion of project		
8. Are the rates quoted firm for the full period of contract?			*YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.		
		
		
		

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(Mr. G Masindi: gmasindi@gep.co.za)

Or for technical information –

(Ms. J Venter: jventer@gep.co.za)

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

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

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

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

2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

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

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

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

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

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

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Employee Number / Persal

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD
 THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

November 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to 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

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation

by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:

1)	level certificate issued by an authorized body or person;	B-BBEE	Status
2)	as prescribed by the B-BBEE Codes of Good Practice;	A	sworn affidavit
3)	requirement prescribed in terms of the B-BBEE Act;	Any	other
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
------------------------------------	---------------------------------

1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		

Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in

addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

Date

.....

.....

Position

Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

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

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BOARD

Ms. L Mphahlele (Chairperson), Ms. P Mangcu (Deputy Chairperson),
Mr. M Moholwa (Acting Chief Executive Officer), First Corporate Secretaries (Company Secretariat),
Ms. D Maithufi, Mr. L Marincowitz, Mr. K Mogotsi, Mr. E Ranamane, Ms. B Mahlutshana,
Mr. D Golding, Mr. T Rasenyalo, Mr. S Mkhize, Ms. N Mufamadi, Ms. D Maphanzela



- 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
- 4. Standards 4.1** The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of 5.1** The supplier shall not, without the purchaser’s prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, plan, **documents** drawing, pattern, sample, or information furnished by or on behalf of **and** the purchaser in connection therewith, to any person other than a person **information;** employed by the supplier in the

performance of the contract. Disclosure ^{inspection.} to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque

8. Inspections, tests and analyses

- 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.
- 8.1 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

10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents** 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 13.1 The supplier may be required to provide any or all of the following **services** services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

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

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

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

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

15. Warranty

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

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract** 18.1 No variation in or modification of the terms of the contract shall be amendments made except by written amendment signed by the parties concerned.

- 19. Assignment 19.1** The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts 20.1** The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the 21.1** Delivery of the goods and performance of services shall be made by the **supplier's** supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier's point of supply is not situated at or near the place where
the supplies are required, or the supplier's services are not readily
available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to

complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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

23. Termination 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** 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** 24.1 When, after the date of bid, provisional payments are required, or anti- and countervailing dumping or countervailing duties are imposed, or the amount of a duties and rights 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 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier **Majeure** 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 26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** 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 27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** 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 28.1 Except in cases of criminal negligence or willful misconduct, and in the liability 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 29.1 The contract shall be written in English. All correspondence and other language documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable 30.1 The contract shall be interpreted in accordance with South African law 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 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 33.1 The NIP Programme administered by the Department of Trade and **Industrial** Industry shall be applicable to all contracts that are subject to the NIP Participation (NIP) obligation.
Programme

34 Prohibition of 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of

Restrictive practices 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and

/ or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

TERMS OF REFERENCE

1. BACKGROUND

The Gauteng Enterprise Propeller (GEP) is an Agency of Gauteng Provincial Department of Economic Development (GDED). Currently, GEP provides its services through its 5 Regional Offices and 4 Satellite Offices. Following are GEP offices per region:

Office	Location
Head Office	124 Main St, Johannesburg 2107, South Africa
Johannesburg Region	7th Floor, 124 Main St, Johannesburg 2107, South Africa
<i>Soweto Satellite</i>	Maponya Mall, Thusong Centre, 2127 Chris Hani Road, Soweto
Tshwane Region	Block G, 333 Grosvenor Street, Hatfield Gardens, Hatfield
<i>Bronkhorstspuit Satellite</i>	Lazarus building, 43 Lanham Street, Bronkhorstspuit
Sedibeng Region	36 Merriman Avenue, Vereeniging
<i>Heidelberg Satellite</i>	52 Voortrekker Road, PG Glass, Unit 34, Heidelberg
Westrand Region	23 Eloff Street, Krugersdorp
<i>Mohlakeng Satellite</i>	3521 Ralerata Street, Mohlakeng
Ekurhuleni Region	Ground Floor, 188 Victoria Street, Cnr Victoria & Spilsbury, Germiston

The Gauteng Provincial Government's (GPG) decision to launch GEP as an agency that will support the establishment, growth and sustainability of SMMEs and Cooperatives in the Province was informed by two key strategic objectives; the commitment to halving poverty and unemployment in the country and ensuring increased and meaningful participation of SMMEs and Cooperatives in the mainstream economic activities.

The GPG recognises that SMMEs and Cooperatives have a valuable role to play in addressing the afore-mentioned objectives and can directly and indirectly:

- Contribute to the gross domestic product of the province and the country;
- Create some long-term sustainable jobs; and

- Ensure transformation in terms of the representivity of the entire economic sector and contribute to the reduction of poverty.

2. OBJECTIVES OF THE IMPACT ASSESSMENT

The impact assessment is expected to:

- Assess the effectiveness of the Financial and Non- Financial Support, including key contextual variables and dynamics that support or undermine strategy effectiveness;
- Identify challenges, gaps and barriers to programme and project implementation;
- Provide recommendations to the Gauteng Enterprise Propeller and the Provincial Government of appropriate responses to enhance the effectiveness of programmes;
- Learn lessons regarding the design, coordination and implementation of the strategies and GEP Programmes;
- Evaluate all programmes and support provided against the original outcomes as contained in the concept, approval or strategic documents;
- Measure the impact of the GEP programmes in supporting the establishment, growth and sustainability of SMMEs and Cooperatives in the Gauteng Province over the four-year period 2015 – 2019;
- Measure the Customer Satisfaction Levels for Business Development Support, Investment Management, Post-Investment, Debt Collection and Revenue Generation programmes; and
- Assess the potential impact of the 4th Industrial Revolution and how best to position GEP with clear recommendations on how to improve access to services by beneficiaries.

3. METHODOLOGY GUIDELINES

3.1. Research Design

In conducting the research and impact assessment, the study should include both qualitative and quantitative research methods. Qualitative method will be in a form of person-to-person interviews, telephonic interviews, observation, descriptive analysis, field visits, literature review etc. On the other hand, quantitative research will assist in measuring the extent of GEP interventions in supporting SMME's and Cooperatives and the impact to the society (social impact audit). This will be done to determine the impact of services rendered, customer satisfaction levels as well as the support programmes and effectiveness levels by establishing the growth and sustainability of SMMEs and Cooperatives that received assistance from GEP over the four-year period 2015 – 2019.

This approach will provide GEP with valuable insights into the perceived impact made by the Agency, assist to identify challenges and develop recommendations for an enhanced organisational strategy.

3.2. Data Collection Method

Based on the chosen research design, a survey as well as focus group interviews should be conducted. A structured questionnaire needs to be designed to obtain the necessary information from the sample selected. Data will be collected through personal and telephonic interviews with the participants. The questionnaire will include questions pertaining to the respondents' business activities, businesses background, socio-economic returns, turnover (monthly and yearly), job creation assets, expansion as well as demographic information. The approach will consider support by sectors and regions.

A sample of at least 70% of the beneficiaries will be used for the impact assessment for the period under review. The collected data points will include the employment levels (pre-and post- the initiatives), turnover, skills, etc.

3.3. Beneficiaries

GEP, Policy makers, development practitioners, Gauteng Treasury, Shareholder, Small Enterprises who received financial and non-financial assistance from GEP, Gauteng Legislature and the citizens of Gauteng and various organizations will benefit from the study findings.

The sample will be selected from the GEP database which includes SMMEs and Cooperatives that benefitted from various programmes for the period under review i.e. 2015 – 2019 term. The database will be inclusive of Business Development Support, Investment Management, Post Investment, Debt Collection, Revenue Generation and the Online Application System beneficiaries. The database for the impact assessment consists of approximately 9 000 SMMEs and Cooperatives. The sample selected will be representative of the population and include various sectors, genders, race and age groups at various GEP service areas i.e. within 5 regional offices (and 4 satellite offices).

Given the geographical location of GEP, SMMEs and Cooperatives in the following municipalities will be included:

- Emfuleni Local Municipality (Southern Gauteng, Vaal Triangle)

- Lesedi Local Municipality (Southern Gauteng, Vaal Triangle)
- Midvaal Local Municipality (Southern Gauteng, Vaal Triangle)
- Mogale City Local Municipality (West Rand)
- Randfontein Local Municipality (West Rand)
- Westonaria Local Municipality (West Rand)
- City of Johannesburg Metropolitan Municipality (Central Gauteng)
- City of Tshwane Metropolitan Municipality (Northern Gauteng)
- Ekurhuleni Metropolitan Municipality (Eastern Gauteng)

3.4. Expected Outputs

A comprehensive report will be the core deliverable. The report will specifically outline the impact of financial and non- financial support initiatives, customer satisfaction levels, and recommendations relating to the Fourth Industrial Revolution.

4. SCOPE OF WORK

4.1. Impact Assessment

The impact assessment involves the assessment of long-term and/or significant changes brought about through a development intervention or series of interventions by GEP in providing financial and non-financial support to SMMEs and Cooperatives in Gauteng.

The areas of focus for the impact assessment consist of:

- 4.1.1. Measuring the impact of the GEP programmes in supporting the establishment, growth and sustainability of SMMEs and Cooperatives in the Gauteng Province for the period 2015 – 2019, by identifying programme failures and recommendations for improvement in relation to the work of the Business Development Support and Investment Management business units.

The impact assessment is to focus on the following key aspects:

- Measuring and evaluating profitability to include

Payment of customers and orders;	Correlation of business governance and profitability;
Access to markets (segment by sector);	Assets;
Market sectors;	Revenue plan, and;

Measurement of costs;	Surplus cash vs merely covering costs.
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- Number of direct and indirect jobs created
- SMME and Cooperative business growth/expansion
- Productivity level and development requirements:
 - Obstacles to productivity improvement;
 - Planning for control and improvement of profitability - based on information provided by the measurement;
- Skills/competency development
- Level of development of business (stage)
- Identify key hindrances to SMMEs and Cooperative development in Gauteng
- Measuring and evaluating the impact of these interventions (financial and non-financial)
- Key interventions
- Proposed improvement plan

- 4.1.2. Determine the number of SMMEs and Cooperatives that could actively participate in sustainable economic activities following the provision of non-financial and financial support by GEP over the 2015 – 2019.
- 4.1.3. The number of jobs sustained and new jobs created through GEP non-financial and financial support to SMMEs and Cooperatives.
- 4.1.4. Determine the direct and indirect benefits emanating from GEP support?
- 4.1.5. Determine the contribution and extent of GEP support to poverty reduction in the province?
- 4.1.6. Did the assistance provided to SMMEs and Cooperatives create access to markets?
- 4.1.7. Did the turnover of the SMMEs and Cooperatives supported by GEP increase during the period under review?
- 4.1.8. What is the SMMEs and Cooperatives level of development since the GEP support was provided?
- 4.1.9. What is the return on investment – value for money?
- 4.1.10. Analysis of Investment Management SMMEs and Cooperatives - what was the status of their business before coming to GEP? What has changed following the provision of GEP support interventions.

- 4.1.11. Determine the number of SMMEs and Cooperatives that remained sustainable after receiving GEP non-financial and / or financial support.
- 4.1.12. Determine the survival / sustainability rate of SMMEs and Cooperatives supported by GEP (disaggregate by sector and region).
- 4.1.13. How many of the SMMEs and Cooperatives supported during the period under review are now operating in the formal or mainstream economy?
- 4.1.14. Determine the shift from the current (informal) to the mainstream (formal) economy – increased participation of SMMEs and Cooperatives?
- 4.1.15. Have the businesses expanded or diversified because of the support provided by GEP?
- 4.1.16. The impact assessment to determine the sustainability index or development level of GEP-supported SMMEs and Cooperatives.
- 4.1.17. Determine whether the quality of life of persons within the SMME and members of Cooperatives improved through skills development and/or other assistance received from GEP.
- 4.1.18. What are the challenges facing SMMEs and Cooperatives in delivering on the mandate of job creation, poverty and unemployment?
- 4.1.19. What is the contribution of the SMME and Cooperative development programme to the economy of Gauteng?
- 4.1.20. What can we learn from our approach to SMME and Cooperative development in Gauteng?
- 4.1.21. In addition, determine the impact of the following programmes:
 - Youth PMO - Conduct a case study to determine how many people end up getting jobs after completion of their term in the programme through the skills gained during the program.
 - Pitching Booster - Conduct an impact assessment on pitching boosters.
 - Social Impact - Conduct a social impact audit to check if the organisation was making an impact in people's lives.
 - Cooperatives Challenges / Barriers - Determine reasons for failure, challenges and the barriers to entry for Cooperatives and establish the success rate of Cooperatives while also determining why some are more successful than others.

4.2. Customer Satisfaction

The customer satisfaction involves the measurement that determines how happy customers are

with GEPs products, services, and capabilities to assist in determining how to best improve or change its products and services offered to SMMEs and Cooperatives in Gauteng.

- 4.2.1. Measuring the levels of customer satisfaction of GEP SMMEs and Cooperatives supported through its business units for Business Development Support, Investment Management, Post-Investment, Debt Collection and Revenue Generation for the period 2015 – 2019;
- 4.2.2. Measuring the levels of customer satisfaction and effectiveness of the GEP Online Application System from May 2019 to March 2020 and identify possible areas for improvement to enhance its overall efficiency;
- 4.2.3. GEP's mandate and image: determine the effectiveness of GEP in implementing its mandate and improving the image and the extent to which clients were satisfied with the service offerings of GEP. Determine how GEP is perceived by SMMEs and Cooperatives.
- 4.2.4. GEP Employees: determine the level of satisfaction with internal resources involved in providing financial and non-financial support to SMMEs and Cooperatives through GEP programmes.
- 4.2.5. GEP Service Providers: determine the level of effectiveness of external service providers who aid and provide business advice to SMMEs and Cooperatives supported by the Agency.
- 4.2.6. Interventions: determine the level of customer satisfaction with interventions (projects / assistance from GEP) that were identified and implemented for SMMEs and Cooperatives.

4.3. Fourth Industrial Revolution Recommendations

- 4.3.1. Determine the following with regards to the use of technology and to bridge the digital divide for SMMEs and Cooperatives:
 - Education, Awareness and appropriate Digital Access for SMMEs, Cooperatives and beneficiaries with disabilities
 - Provide suggestions for required solutions geared to equality and quality improvement and improved market access for GEP as an organisation taking into account the developments in the fourth industrial revolution and new programmes to be introduced such as Industrial Financing, the Gauteng Entrepreneurship Model, SMME Index, Online Application system - all to form part of a consolidated client management system.

- Recommendations, based on the survey outcome with regards to automation and / or E-Commerce development for SMMEs and Cooperatives.

5. GENERAL

5.1. Which regions were mostly supported; and in which way (products)?

- In which sectors are most of the SMMEs and Cooperatives supported by GEP concentrated?
- Review of current development programmes for Business Development Support and Investment Management.
- Enablers to be developed:
 - SMME/Cooperatives Business Confidence Index: This will provide information for GEP to consider what SMME and Cooperative owners/managers say about the business environment in the province;
 - The SMME/Cooperative Capacity Performance Index (CPI). The index intends to provide GEP information on the capacity of the small businesses; and areas where interventions can be provided to support SMMEs and Cooperatives to become viable and sustainable;
 - The Profitability Index will be used to measure both the SMMEs and Cooperatives to ensure that they become sustainable businesses with a continuous return on investment and transitioning to the mainstream economy.

6. TIMEFRAME

- 6.1. This project will commence once the Service Level Agreement (SLA) has been concluded between GEP and the appointed Service Provider and it should be finalised within a period of six (6) months. For this purpose, the project proposals to be submitted should make provision and explain the anticipated project phases that also incorporate its applicable time periods for completion.

7. EVALUATION CRITERIA

The tender will be evaluated on a balance between the price and quality. Service providers who score less than 70% on functionality will not proceed to the next stage which is Price and BEE.

7.1 Prequalification Criteria: Compliance Evaluation

#	Required Documents	Yes / No	Non-submission will result in disqualification
1.	Professional Body Registration		Submit proof of registration with any of the following: <ul style="list-style-type: none"> - Southern African Marketing Research Association (SAMRA) - Southern African Research & Innovation Management Association (SARIMA)

NB: Non-submission of proof of professional body registration shall result in disqualification.

7.2 Technical Evaluation: Functionality

#	Evaluation Criteria	Description	Weight	Score
1.	Research Design (Demonstrate understanding of Terms of Reference, approach and methodology in undertaking this project, Details of what activities each member of the research team will conduct alongside their relevant experience.)	Proposal to contain Design, Approach and Methodology to be attached as follow: <ul style="list-style-type: none"> • Evidence of a clear understanding of the research questions, and the purpose, objectives and need for the proposed research project (5) • Full details of approach to conducting each stage of the project (10) • Full details on the rationale for the suggested approach (5) • Details on how the different forms of data (qualitative and quantitative) will be collected, analysed, reviewed and assessed (10) • Details of approach to data protection and information security (5) • Details of ethical approach and considerations (5) 	40	
2.	Required Experience (Track record of conducting qualitative and quantitative research using telephonic interviews, focus groups and interviews of other relevant stakeholders.	Curriculum Vitae of Resources to be deployed in the project to be attached with Academic Credentials and Contactable References as follow: <ul style="list-style-type: none"> • 10 or more years' experience (30) • 8 - 9 years' experience (25) • 6 - 7 years' experience (20) 	30	

#	Evaluation Criteria	Description	Weight	Score
	Experience in data analysis. Details on how this study will benefit from your industry knowledge. Understanding of the SMME and Cooperative sector)	<ul style="list-style-type: none"> • 4 – 5 years' experience (15) • 2 -3 years' experience (10) • 0 -1 years' experience (0) 		
3.	Project Management (Indicate the proposed project management approach; how will the project be monitored; what are the key risks to delivery and how will they be managed effectively; what is the proposed quality assurance)	Project Plan with proposed Methodology, Phases, Deliverables and Timelines to be attached: <ul style="list-style-type: none"> • Project Plan with Gant Chat (5) • Project Methodology (3) • Quality Assurance Plan (3) • Project Risk Plan (3) • Project Time Management Plan (3) • Project Monitoring and Control Plan (3) 	20	
4.	References (provide references for impact assessment / customer satisfaction surveys completed – with contactable referees i.e. Company Name, Referee Letter Head, Name of Contact Person, Email Address and Contact Numbers)	References to be attached with contactable referees as follow: <ul style="list-style-type: none"> • 5 or more References (10) • 4 References (8) • 3 References (6) • 2 References (4) • 1 Reference (2) • 0 Reference (0) 	10	
	Total Points	100		

8. ADMINISTRATIVE COMPLIANCE

The table below depicts the documents that the Service Provider must ensure that they are completed and included in the bid. Service providers are required to use the two-envelope system, whereby the technical proposal (**Envelope 1**) and the Financial proposal (**Envelope 2**) be placed in two separate envelopes containing the following:

Envelope 1 - Technical Proposal (Service Provider should not include Pricing in the technical proposal envelope.	Envelope 2 - Financial Proposal (Only Pricing should be included in envelope 2)
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<ul style="list-style-type: none"> ▪ One (01) original proposal as well as a electronic copy (flash disk or memory stick) of the original proposal (document). The proposal MUST contain the full tender document including completed and signed below SBD documents. ▪ SBD 4 Declaration of Interest. ▪ SBD 6.1 Preference Points Claim Form. ▪ SBD 8 Declaration of Bidder's past supply chain management practices. ▪ SBD 9 Independent Bid Determination Certification. ▪ General Condition of Contracts (all pages initialed). ▪ Terms of references (all pages initialed) <p>Original or copies (must be certified copies) of company registration documents).</p> <ul style="list-style-type: none"> ▪ Certified ID Copies of Company Directors/ Partners / Trustees (whichever is applicable ▪ Copy of CSD report indicating compliant status and verified banking details. OR MAAA Number as proof of CSD Registration. 	<p>Bidding documents, as follows:</p> <ul style="list-style-type: none"> ▪ SBD 1 Invitation to Bid. ▪ SBD 3.3 Pricing Schedule including proposed total cost of the project.
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NB: Failure to comply with the above requirements will result in your bid being non-responsive and will lead to disqualification.

9. EVALUATION PROCESS FOR BIDS RECEIVED (EVALUATION PROCEDURE ON TOR)

All bids received will be examined to determine compliance with bidding requirements and conditions (completion and attachment of compulsory documents).

- a) GEP will establish a Bid Evaluation Committee to evaluate all the responses received.
- b) A two-envelope system will be utilized for consideration of bids received and two separate envelopes must be submitted clearly marked as **Technical** and **Financial** proposals;
- c) Bidders who obtain 70/100 points in Functionality will qualify to proceed to Price & BBEE evaluation.
- d) The 80/20 preference Point Systems will be used as follows:
Eighty (80) points for price and twenty (20) points for B-BBEE status level of contribution.