



science & innovation

Department:  
Science and Innovation  
REPUBLIC OF SOUTH AFRICA

(“The DSI”)

## TERMS OF REFERENCE

Development of additional requirements and support and maintenance service for NIPMO KIM System for 36 months

---

**N.B. : *By providing us with your Personal Information, you consent to the DSI processing your Personal Information, which the DSI undertakes to process strictly in accordance with POPIA***

## 1. BACKGROUND

The National Intellectual Property Management Office (NIPMO) was established through publication of the proclamation of the Intellectual Property Rights from Publicly Financed Research and Development Act (IPR Act; No. 51 of 2008). NIPMO is the implementing office of the IPR Act responsible for ensuring that intellectual property (IP) is “identified, protected, utilised and commercialised for the benefit of the people of the Republic, whether it be for social economic, military or any other benefit”. In this regard, NIPMO is mandated to perform a number of functions, as set out in section 9 of the IPR Act. These functions include a number of regulatory, advisory and support functions, and financial incentives.

## 2. PROBLEM STATEMENT

The NIPMO knowledge and information management (KIM) system was developed more than five years ago and there have been constant changes to the environment including additional requirements to the system. Furthermore, the system does not have a long-term maintenance and support service.

The existing system has the following functionalities with some efficiencies and/or bugs that need to be attended to:

- IP1 to IP9 forms

IP1 Form	Referral of Intellectual Property and Release Form
IP2 Form	Notice of Intention to be heard by NIPMO
IP3 Form	Dispute Panel Notice of Appeal / Review of NIPMO Decision
IP4 Form	Local Assignment of Intellectual Property
IP5 Form	Off-Shore Assignment of Intellectual Property
IP6 Form	Off-Shore Exclusive Licence of Intellectual Property
IP7 Form	Intellectual Property Status and Commercialisation Report
IP8 Form	Referral of Intellectual Property clauses in a Collaborative Agreement

initiate:

IP9 Form	Formulae and Matrix for Full Cost Calculation
----------	---

Finance module allowing only the application of the Office of Technology Transfer (OTT) Support Fund. The Intellectual Property (IP) Fund functionality although developed, had major issues pertaining to uploading and downloading of submitted support documents. The IP Fund module would thus need to be redesigned and developed to ensure seamless submission of applications.

Reporting dashboard was developed with very limited functionality and extraction of data.

### 3. PURPOSE AND OBJECTIVE

The purpose of this document is to acquire proposals from suitable service providers for the development of additional requirements and provision of support and maintenance agreement for KIM system for a period of 36 months.

### 4. THE SCOPE OF THE PROJECT

**Optimisation and/or upgrade of the following functionalities (expected completion of optimisation/upgrade is six months from commencement of project):**

- Conduct an as-is analysis study of existing system, submit a recommendations report and fix issues identified.
- Submission, tracking and reporting of submitted IP Fund claims which are approved and rejected per institution
- Fix bugs or inefficiencies with respect to the following functionalities but not limited to the list provided:
  - IP1 to IP9 forms
  - IP Policies
  - IP Fund rebate applications

initiate:

- Office Technology Transfer (OTT) Support Fund applications and reporting requirements

(clear description of the different functionalities explained below:

- IP1 to IP9 forms

IP1 Form	Referral of Intellectual Property and Release Form
IP2 Form	Notice of Intention to be heard by NIPMO
IP3 Form	Dispute Panel Notice of Appeal / Review of NIPMO Decision
IP4 Form	Local Assignment of Intellectual Property
IP5 Form	Off-Shore Assignment of Intellectual Property
IP6 Form	Off-Shore Exclusive Licence of Intellectual Property
IP7 Form	Intellectual Property Status and Commercialisation Report
IP8 Form	Referral of Intellectual Property clauses in a Collaborative Agreement
IP9 Form	Formulae and Matrix for Full Cost Calculation

- IP Policies (An IP policy is a **formal** document that provides a framework for how IP is managed by the institution or organisation.
  - IP Fund rebate applications (this is a fund for the support of IP prosecution and maintenance)
  - Office of Technology Transfer (OTT) Support Fund applications (this is a fund for OTT Capacity and development); and
  - Reporting requirements (reports that will be extracted for reporting period as and when request for the APP targets are received) i.e. New IP Disclosures, All the NIPMO forms, IP Fund (Applications, Institutions awarded and amounts etc, IP Policies, Agreements managed by NIPMO (**See Annexure A (KIM Reports)**),
- Reporting functionality not limited to the list indicated in Annexure A (KIM Reports)
  - Contract management module and reporting on the KIM system
  - Integration of the KIM system with systems used by institutions. This is for the purpose of reporting and IP Management. The following systems are being used by institutions: Inteum, Thompson IP Manager, Equinox IPMS, Orbit Asset, Questel Orbit Intelligence and etc.

initiate:

- In addition to fixing bugs or inefficient functionalities, incorporate additional user requests for optimising/amending certain functionalities of the KIM system (support hours to be quoted per hour)
- Migrate historical data into the new/updated system for the purpose of providing accurate data reports
- Development/ amendments of all NIPMO forms (form IP1-IP9, IPF 1, etc) (if /when required by NIPMO)

**5. Maintenance and Support of the system (the maintenance and support is expected to run concurrently with the optimisation/upgrades and will proceed for the entire duration of the project depending on need)**

The maintenance subscription should provide for the following

- Access to a support account, which handles distinct types of support tickets:
  - An Incident related to system functionality.
  - A change to the system, this should follow a change request procedure within the Department.
- A “Query” which provides general technical support for the system. Queries may represent questions about features, usage, functional implementation, or best practices, as may arise during development, or migration activities. A Query need not be linked to a specific production, pre-production, or individual development environment.

**Service Levels**

Each Incident should be responded to and resolved as quickly as possible, prior to the maximum Target Response Time, Target Workaround Time, and Target Resolution Time associated with an Incident’s Severity Level.

**Response times**

The response time measures how long it takes the supplier to respond to a support request raised via the supplier’s online support system.

initiate:

The supplier is deemed to have responded when it has replied to the client's initial request. This may be in the form of an email or telephone call, to either provide a solution or request further information.

Guaranteed response times depend on the severity of the item(s) affected and the severity of the issue. They are shown in this table: Issue severity (see Severity levels section, below)

SLA Deliverables	Priority 1	Priority 2	Priority 3	Priority 4
Respond	30 Mins	60 Mins	90 Mins	120 Mins
Resolve	1 Hour	4 Hours	8 Hours	16 Hours

### Severity levels

The severity levels shown in the tables above are defined as follows:

**Priority 1:** Complete degradation – all users and critical functions affected. Item or service completely unavailable.

**Priority 2:** Significant degradation – large number of users or critical functions affected.

**Priority 3:** Limited degradation – limited number of users or functions affected. Business processes can continue.

**Priority 4:** Small degradation – few users or one user affected. Business processes can continue.

## 6. DELIVERABLES BY SERVICE PROVIDER

During the period, the selected service provider shall ensure the following objectives and goals are pursued:

initiate:

## 6.1 Support and Maintenance of the system

- Provide technical support and maintenance services with guaranteed response and resolution times as specified in section 4 above
- Have an automated issue management ticket system for logged queries, and how long it took for the queries to be resolved, including how the queries were resolved
- Perform backup of the system and associated source codes as directed and/or in partnership with the DSI IT department
- Require support and maintenance for the duration of the contract (as and when needed)

### 6.2. Development and/or optimisation of the following KIM modules:

- Finance module (for the submission and review of IP Fund and the OTT Support Fund);
- Contract management module (to assist with management of OTT Support Fund agreements, with access to editable and downloadable excel spreadsheet and PDF reports for both NIPMO and institutions)
- Submissions of the following NIPMO functionalities on the KIM system:
  - **ability for institutions to submit, NIPMO to review, update (where applicable) processing of IP1 to IP9 forms** and its supporting documents as required by NIPMO regulations (on average users submit and NIPMO process about 600 forms per annum).
  - **ability for institutions to submit IP Policies** as required by NIPMO regulations (on average users submit and NIPMO process about 10 IP policies per annum).
- Data analytics for the analysis of data or statistics.
- Audit trail of all the functions on the system where documents and user access are monitored for quality assurance and to track responsible person

initiate:

- The system should have ability to allow all submitted documents to be able to download/ printed for review by NIPMO/institutions and a response letter (with a “Browse” to select the file functionality) will be included on the KIM system and sent to institutions.
- **Status** update functionality to see application/submissions review process and when it is closed by NIPMO.
- **Notification and acknowledgment emails** immediately when submission is made on the system
- **Set notifications** reminders for submissions (IP7 Forms, IP Fund Applications, OTT Support Fund, Reminder for progress reports). To include notifications for NIPMO to respond to: IP forms as regulated (7 days before deadline)
- **Develop the system to allow for extension requests by institutions**
- To enable to send notification to all users when the system is down for whatever the reason.

## 7. TRAINING

The service provider must:

- Must provide training to KIM system users (NIPMO and Institutions) as soon as the developments of new modules /enhancements of existing modules are completed (online and onsite(DSI/NIPMO))
- Must provide training for administrators (a train the trainer type).
- Must offer technical training to IT technicians at DSI.
- Must provide user friendly training materials/manuals for the KIM system users as and when requested
- Training material must be available in electronic format
- Training must be customised for DSI implementation.
- The service provider must provide training as and when requested by DSI/NIPMO.

initiate:



## **8. BUDGET**

- 8.2. A project budget, (per deliverables) outlining a scheduled costs associated with the proposed project should be included.
- 8.3. All monetary values quoted must be in South African Rand and must include Value Added Tax (VAT).
- 8.4. The service provider must ensure that the price is fixed for the entire project period.

## **9. DURATION, TIMEFRAMES AND FORMAL CONTRACT**

- 9.1 Successful service providers will be required to enter into a formal contract with DSI for a period of (36 months).
- 9.2 Analyse and optimise the system (identify bugs and fix bugs/errors and ensure system is accessible 24 hours per day, make recommendations of an optimally functioning system), to do a breakdown of the deliverables)
- 9.3 The project is expected to be completed within a period of 36 months, with development and enhancement of the system to be completed within 6 months from the commencement of the project and support and maintenance running concurrently with the development and enhancement for the duration of the project on a needs basis.
- 9.4 The DSI will pay fees only upon completion and approval of the agreed deliverables.
- 9.5 This bid and all contracts will be subject to the General Conditions of Contract (GCC) issued in accordance with the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

initiate:

## 10. PROJECT MANAGEMENT

- 10.2. The service provider will be expected to submit monthly progress reports for the duration of the project.
- 10.3. progress reports meeting(s) may be convened between the DSI project management team and the service provider for progress reporting and testing of the system.
- 10.4. The final report will be analyzed and approved by the DSI before closure of the project

## 11. BRIEFING SESSION (if applicable)

An information session will be held on 10 June **2024** on an online platform, from 10:00 – 12:00. Prospective providers are therefore required to attend the session to get clarity on department's specifications. Bidders interested in attending the proposed briefing session must notify DSI Supply Chain Management via e-mail prior to 09 June **2024** ([tenders@dst.gov.za](mailto:tenders@dst.gov.za)).

## 12. SCREENING FOR COMPLIANCE

During this phase, a short list will be established and the shortlisted service providers will be evaluated further on functionality. **Service providers must meet all the below requirement to proceed further to functional evaluation; failure to submit the following will result in disqualification:**

12.1 Service provider is required to be registered on the Central Supplier Database (CSD) held by National Treasury.

12.2 Completed and signed Standard Bidding Document (SBD) forms.

12.3 Service provider's acceptance of terms of reference, (ToR) by placing service provider's initials on each page.

12.4 Service provider's acceptance of terms and conditions of the bid, by placing

initiate:

service provider's initials on each page of the General Conditions of Contract (GCC).

12.5 Submit a certified B-BBEE certificate or Sworn Affidavit.

12.6 Latest Company registration documents (CIPC) with detailed particulars of ownership, failure to submit will not invalid your proposal but will score 0 points for strategic goals.

12.7 Proposals are to be submitted at Building No. 53 (CSIR South Gate Entrance)

Meiring Naudé Road

Brummeria

Pretoria

### 13. EVALUATION PROCESS

13.1 The evaluation process will comprise of the following phases:

- Phase 1: Functional Evaluation;
- Phase 2: Compulsory Presentation
- Phase 3: Price and Specific Goals Evaluation

The following rating values for evaluation will be used:

- a. Each panel member will rate each individual criterion on the score sheets as indicated for each phase, using the following scale:

Value	Description
5 – Excellent	Exceeds the functionality requirements
4 – Very Good	Above average compliance to the requirements
3 – Good	Satisfactory and meets the requirements
2 – Average	Partial compliance to the requirements
1 – Poor	Unacceptable, does not meet set criteria

initiate:

- b. The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- c. The scores will be converted to a percentage and **ONLY** service providers that have met or exceeded the minimum threshold for a phase will be evaluated in terms of the next phase.
- d. Service providers must, as part of their bid documents, submit supporting documentation for all technical requirements. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- e. Service providers will not rate themselves, but need to ensure that all information is supplied as required. The DSI panel members will evaluate and score all responsive bids and will verify all documents submitted by the service providers.

## 13.2 Phase 1: Functionality Evaluation

13.2.1 Service providers' responses will be evaluated for functionality in this stage, based on achieving a minimum score of sixty percent (60%).

13.2.2 The DSI panel members will individually evaluate the responses received against the following criteria as set out below:

PHASE 2: PROPOSAL EVALUATION	
Rating: 1 = Poor 2 = Average 3 = Good 4 = Very good 5 = Excellent	
CRITERIA	WEIG HTS

initiate:

<b>1. Experience</b>  Proven professional experience in developing applications, systems and support and maintenance services (added advantage experience in Performance Information and Project management systems).					20
0-1 current or previous contract/project as evidenced by reference letter	2 current or previous contracts/projects as evidenced by reference letter/s	3 current or previous contracts/projects as evidenced by reference letter/s	4 current or previous contracts/projects as evidenced by reference letter/s	5 and above: current or previous contracts/projects as evidenced by reference letter/s	
1	2	3	4	5	
<b>2. Experience of key developer(s) for the project</b>  Please provide summary as per the above paragraph. An average of the years of experience will be used.					20
0-2 years of experience	3-4 years of experience	5-7 years of experience	8 years of experience	9 or more years of experience	
1	2	3	4	5	
<b>3. Demonstration of knowledge of Applications and systems development and support and maintenance.</b>					30
a) be able to conduct business systems analysis, b) demonstrate an understanding of business process management, including workflows,					

initiate:

c) ability to deliver on elicitation of user requirements, technical and functional specifications, above, d) ability to interpret business requirements and translate into system design,					
Poor (1 of the above elements)	Average (2 of the above elements)	Good (3 of the above elements)	Very Good (all of the above elements)	Excellent (in addition to column 4, provide a change management plan.	
1	2	3	4	5	
CRITERIA					WEIGHTS
<b>4 Project Plan and Methodology (milestones and timelines)</b> Provide a clear project plan with milestones and target dates					20
Inappropriate design methodology and project plan submitted	Provided a project schedule	Provided a methodology and project schedule with clear milestones	Provided a methodology project plan, activities, time frames and dependencies of the	In addition to 4, identified risks, issue management and a mitigation plans	

initiate:

			project		
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
<b>5 Skills transfer plan</b>  Support, knowledge and skills transfer plan to DSI personnel that will allow them to support and maintain the system					10
Present a skills transfer plan	Skills transfer plan presented and methodology to be used described	In addition to 2, a relevant skills transfer material (refer to Section 7 above)	In addition to 3, a clear and detailed training approach for System users, Administrators and IT Technicians	In addition to 4, the out-comes of the skills transfer exercise and any possible post training support defined	
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
<b>TOTAL SCORE</b>					<b>100</b>
<b>MINIMUM THRESHOLD SCORE</b>					<b>60</b>

13.2.3 Any proposal not meeting a minimum score of 60 percent on functional proposal will be disqualified and will not be considered for the next Phase.

### 13.3 Phase 2: Compulsory Presentation/Demonstration

initiate:

13.3.1 Only service providers who scored **60** and above on functionality during the Functionality evaluation (Phase 1), will be subjected to this phase of evaluation. Service providers are expected to score a minimum of **60** point and above in this phase of evaluation to be considered for the next phase.

13.3.2 Presentation: The short-listed bidders shall be expected to provide a compulsory presentation to the DSI team to clarify issues or questions that might arise during evaluation. Each presentation shall be for a maximum 45 minutes as well as a demonstration of the previously developed system to the DSI team to clarify issues or questions that might arise during evaluation and to further give a practical presentation on how their system functions.

13.3.3 The DSI panel members will individually evaluate and score short-listed bids using the following criteria:

PHASE 2: PRESENTATION/DEMONSTRATION					
Rating: 1 = Poor 2 = Average 3 = Good 4 = Very good 5 = Excellent					
CRITERIA					WEIGHTS
1. <u>Technological capability</u>					30
Poor	Average	Good	Very Good	Excellent	
1	2	3	4	5	
2. User friendliness of the system					
a. Range of Modules i.e, user management module, reporting module project management module , financial module(IP fund and OTT support Fund), contract management module					30

initiate:



	Poor	Below	Average	Good	Excellent	
	1	2	3	4	5	
b. Screen aesthetics – the screens should include tool tips and should include factors such as balance, colour, movement, pattern, scale shape and visual weight.						15
	Poor	Below	Average	Good	Excellent	
	1	2	3	4	5	
<b>3. Support, Knowledge and Skills transfer</b>  Support, knowledge and skills transfer plan to DSI personnel that will allow them to support and maintain the system						25
Present a skills transfer plan	Skills transfer plan presented and methodology to be used described	In addition to 2, a relevant skills transfer material (refer to Section 7 above	In addition to 3, a clear and detailed training approach for System users, Administrators and IT Technicians	In addition to 4, the out-comes of the skills transfer exercise and any possible post training support defined		
1	2	3	4	5		
<b>TOTAL SCORE</b>						<b>100</b>
<b>MINIMUM THRESHOLD SCORE</b>						<b>60</b>

13.3.4 Any proposal not meeting the minimum threshold of 60 percent, for their presentation will not be considered for the next phase.

initiate:

### 13.4 Phase 4: Price and Specific Goals Evaluation

Price inclusive of VAT will be evaluated as indicated below.

a) In terms of regulation 4 of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the DSI on the 80/20 preference point system in terms of which points are awarded to service providers on the basis of:

- The bid price (maximum 80 points)
- Specific Goals mentioned below in Table1 (maximum 20 points)

Service providers can only claim specific goal credentials, by providing a detailed company ownership certificate.

b) The following formula will be used to calculate the points for price in respect of service providers with a rand value equal to or above R30 000.00 up to R50 000 000.00:

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

Where

$P_s$  = Points scored for price of tender under consideration;

$P_t$  = Price of tender under consideration;

$P_{\min}$  = Price of lowest acceptable tender.

initiate:

- c) A maximum of 20 points will be awarded to a tenderer for the specific goal (at least 51% ownership) specified for the tender, as per the table below:

Table 1 – Specific goals

<b>The specific goals allocated points in terms of this tender:</b>	<b>Number of points allocated (80/20 system)</b>
EMEs and QSEs	4
Companies owned by black people	5
Companies owned by women	4
Companies owned by youth	5
Companies owned by people with disabilities	2

- i. A bidder must submit proof of its Specific goals' status.
- ii. Bidder to claim points if their specific goal(s) ownership is at least 51 %.
- iii. A bidder failing to submit proof of Specific goals' status or failing to meet the Specific goals, may not be disqualified, but (a) may only score points out of 80 for price; and (b) score 0 points out of 20 for Specific goals.
- iv. The points scored by a bidder for Specific goals in accordance with the preceding paragraphs 6.4(c) must be added to the points scored for price under paragraph 6.4(b).
- v. The points scored must be rounded off to the nearest two decimal places.
- vi. If the price offered by a tenderer scoring the highest points is not market-related, the Department may not award the bid to that tenderer.
  - The Department may negotiate a market-related price with the tenderer scoring the highest points or cancel the tender.
  - If the tenderer does not agree to a market-related price, the Department may negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender.

initiate:

- If the tenderer scoring the second highest points does not agree to a market-related price, the Department may negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
  - If a market-related price is not agreed in all the aforementioned respects, the Department must cancel the tender.
- vii. In the event that two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals. (2) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.
  - viii. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
  - ix. Should the lead team leader resign the service provider should employ the person with the same skills and experience.

## **14. AWARDING OF THE BID**

**14.1 The Department of Science and Innovation (DSI) reserves the right to award the bid in whole to one service provider.**

14.2 The service provider will have to be Compliant with tax matters as per CSD or e-Filling.

14.3 The service provider will have to sign a Non-Disclosure Agreement, as the work done will be confidential.

14.4 All staff members to be appointed by the service provider will require a positive security clearance from the security agencies of the State.

14.5 The DSI and the service provider will enter into a service level agreement (SLA).

initiate:

14.5.1 The SLA will be signed with a representative of the appointed service provider.

14.5.2 The agreed timelines, performance indicators and budget will form part of the SLA.

14.5.3 The original Terms of Reference and agreed amendments will be an annexure to the SLA.

14.5.4 The DSI will make payment as per the signed SLA.

14.5.6 The Service Provider must:

14.6 Conduct business in a courteous and professional manner.

14.6.1 Comply with all relevant employment legislation and applicable bargaining council agreement, including UIF, PAYE, etc. DSI shall monitor compliance for the duration of the contract and implement penalties for non-compliance, e.g. payment of employees in line with the relevant Sectoral Determination including payment for overtime work.

14.6.2 Manage the internal disputes among his/her staff in such a way that DSI is not affected by those disputes.

14.6.3 Ensure that all staff working under this contract is in good health.

14.6.4 Comply with DSI policies, procedures and regulations.

14.6.5 Ensure that all staff working under this contract is adequately trained prior to the commencement of the contract. Even the relievers must be fully trained before they are deployed to DSI.

14.6.6 Ensure that DSI is informed of any removal and replacement of staff. For security reasons, DSI reserves the right to vet all persons working under this contract.

14.6.7 The service provider will empower and transfer the skills to the DSI technicians to take over the support and maintenance of the system

14.7 DSI shall:

initiate:

14.7.1 Manage the contract in a professional manner.

14.7.2 Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfill their duties.

14.7.3 Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the contract.

14.7.4 Not tolerate any unfair labour practices between service provider and their staff that happen during the execution of the project activities.

14.7.5 Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.

14.7.6 If necessary request the withdrawal of a staff member who poses a threat to DSI employees.

14.8 The service provider shall assume work upon the signing of the contract or upon approval by the Department.

14.9 The service provider will be responsible for ensuring that the agreed deliverables are produced to a quality standard, on time and within the budget.

14..10 The service provider will work in close collaboration with a DSI team, so as to ensure that the objectives of the department are accommodated by this project.

14.11 The service provider will solely be responsible for all administrative issues related to the project.

14.12 The service provider will attend regular meetings with the DSI throughout the duration of the project.

14.13 The service provider will be expected to conduct a briefing session with the DSI and all relevant stakeholders prior to the work being conducted and the whole team of the appointed service provider will be required to attend the briefing session.

initiate:

## **15. FRONTING**

15.1 DSI, in compliance with regulations, supports the spirit of Broad- Based Black Economic Empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DSI condemns any form of fronting.

15.2 DSI, in ensuring that service providers conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine that accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry (DTI), be established during such enquiry/investigation, the onus will be on the service provider/contractor to prove that fronting does not exist. Failure to do so within 14 days from date of notification may invalidate the bid/contract and may also result in restriction of the service provider/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DSI may have against the service provider/contractor concerned.

## **16. PROPRIETARY RIGHTS**

16.1 The proprietary rights with regards to copyright, patents and other similar rights that may arise from the service provider carrying out the assignment belong to the DSI.

16.2 The DSI will have unrestricted access to all material, data and information.

initiate:

16.3 The service provider shall deliver any or all such material, data and information to the DSI upon request.

16.4 The final product of all work done shall, on completion of the project belong to the DSI.

16.5 The service provider shall agree that all rights, to be acknowledged, understood and adhered to by the service provider on acceptance of bid including, without limitation, all intellectual and property rights in and any material, data or information including computer programmes, e- data and documentation related to the project belong to the DSI.

## **17. PROHIBITION OF RESTRICTIVE PRACTICES**

17.1 In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a service provider(s) is (are) or a contractor(s) was/were involved in:

- a) Directly or indirectly fixing a purchase or selling price or any other trading condition
- b) Dividing markets by allocating customers, suppliers, territories or specific types of goods or
- c) services; or
- d) Collusive bidding.

17.2 If a service provider(s) or contractor(s), in the judgement of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer

initiate:



the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

17.3 Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any official or representative of DSI, other than SCM officials, in respect of this bid between the closing date and the award of the bid by the service provider is prohibited.

17.4 The Supplier shall not cede this Agreement without the written permission of DSI.

17.5 The Supplier shall not, without the prior written consent of DSI, subcontract the rendering of the Services to a third party.

## 18. SUBMISSION OF PROPOSALS

Any proposal submitted by telegram, facsimile, or only by electronic means such as email, **will not be accepted** for consideration.

18.1 The proposals must be submitted by 11h00 on **18 June 2024**, in the form of an **electronic version (USB)**, 1 **original hard**.

18.2 All bids must be deposited in the Tender Box located at the reception area of the Department of Science and Innovation (DSI) at the following address:

DST Building no 53,  
Scientia Campus, (CSIR, South Gate Entrance)  
627 Meiring Naude Road,  
Brummeria, Pretoria, 0184

The proposal must be clearly marked as follows:

initiate:

Bid No: **DSI01/2024-25**

Description: **KIM System**

Bid Closing date and Time: **18 June 2024 at 11h00**

Name and Address of Service provider

***NB: Please note that a proposal will not be considered for evaluation if it's received late at the address indicated in the bid documents, e.g. after the closing date and time or dropped in another tender box (e.g. CSIR tender box) and then received late by DSI. Late tenders will be returned; where applicable, unopened to the service provider or at 11:01 will be send back with the service provider.***

## **19. COMMUNICATION**

19.1 Any questions are to be submitted not later than **05 Days** before the closing date of the Bid. Questions received after this date will not be entertained by DSI. All questions and answers will be published at [www.dst.gov.za/tenders](http://www.dst.gov.za/tenders) section.

19.2 After the closing date, only Supply Chain Management (SCM) Unit will communicate with service providers for, among others, where bid clarity is sought, to obtain information or to extend the validity period. See sub-par for prohibited practice.

19.3 The results of a bid will be published in the same media as the advertisement and therefore communication will only be sent to successful service providers.

19.4 Enquiries related to the registration and submission of proposals must be directed to Supply Chain Management:

Demand & Acquisition Management E-mail: [tenders@dst.gov.za](mailto:tenders@dst.gov.za)

initiate:

## PART A-CLIENT BASE

Name of client / organization where contract is being executed/was executed		Description of Contract Services	Physical Address of the Client/ organization	Contact persons and telephone numbers of your client	Contract period (indicate start and end dates) e.g. 1 April 2012 to 31 March 2015	Is the contract Current or Past? (please indicate accordingly)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						

initiate:

10.						
-----	--	--	--	--	--	--

**NB: DSI reserves the right to verify the contents of this list directly with the service providers' clients and also conduct site inspections.**

initiate: