

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DS12/2022-23	CLOSING DATE:	15 November 2022	CLOSING TIME:	11:00am
DESCRIPTION	Appointment of a panel of recruitment agencies for three years				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Supply Chain Management		CONTACT PERSON	SCM	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@dst.gov.za		E-MAIL ADDRESS	tenders@dst.gov.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 PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is
 found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without
 consultation, communication, agreement or arrangement with any competitor.
 However, communication between partners in a joint venture or consortium² will
 not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or
 arrangements with any competitor regarding the quality, quantity, specifications,
 prices, including methods, factors or formulas used to calculate prices, market
 allocation, the intention or decision to submit or not to submit the bid, bidding with
 the intention not to win the bid and conditions or delivery particulars of the products
 or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by
 the bidder, directly or indirectly, to any competitor, prior to the date and time of the
 official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements
 made by the bidder with any official of the procuring institution in relation to this
 procurement process prior to and during the bidding process except to provide

² Joint venture or Consortium means an association of persons for the purpose
 of combining their expertise, property, capital, efforts, skill and knowledge
 in an activity for the execution of a contract.

clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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 least 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

.....

.....

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

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General Conditions of Contract

1. Definitions

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

initiate:

obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and

machinery and includes other related value-adding activities.

- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. **Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. **Use of contract documents and information; inspection** 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. **Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. **Performance security** 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost

initiate:

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

initiate:

special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

Initiate:

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

initiate:

thereof, without costs to the purchaser.

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the

initiate:

performance

time schedule prescribed by the purchaser in the contract.

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to

initiate:

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

23. Termination for default

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

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

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

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

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

initiate:

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
- (iii) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in

initiate:

rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual

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consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

initiate:

31. Notices

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

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

32. Taxes and duties

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 Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

of 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as

initiate:

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.

Js General Conditions of Contract (revised July 2010)

initiate:

INVITATION TO BID

PERSONAL INFORMATION AND THE POPI ACT

In order to participate in the Department of Science and Innovation's (DSI) supply chain management process the bidder and / or potential service provider, and where quote, tender or related Bid is successful, the service provider who has been awarded the tender or contract, and who will provide the DSI with goods and / or services as the case may be, including without detracting from the generality thereof, any juristic or natural person, or any person who may be acting on behalf of /or in a representative capacity in respect of the bidder and / or potential service provider, and / or the successful service provider and from whom DSI will receive Personal Information in connection with and / or related to the quote, tender, Bid or subsequent award and conditions of Contract, (hereinafter referred to as the "Data Subject", you will have to provide the DSI with certain information which is personal to you, including your name and identity number, address, contact details including email and phone numbers, race, details of assets in your possession and images of yourself ("Personal Information"). In terms of a law known as the Protection of Personal Information Act 4 of 2013, (POPIA) everyone has the right to privacy including the right to the lawful collection, retention, dissemination and use of one's Personal Information. In order to give effect to this right, the DSI is under a duty to provide you with a number of details pertaining to the use of and subsequent processing of your Personal Information, before such information is used or processed. In accordance with this requirement, the DSI sets out under the attached document known as the "DSI section 18 informed consent document for Security Access" the reasons why your Personal Information is required and how the Department of Science and Innovation will use and handle this information.

Kindly ensure that you obtain a copy of this document from Reception.

You may also download this document by clicking here [www.dst.gov.za/legislation/privacy data/ section 18 POPI informed consent document](http://www.dst.gov.za/legislation/privacy%20data/section%2018%20POPI%20informed%20consent%20document)

Please read the document before you enter our premises and / or provide the DSI with the required Personal Information.

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 the abovementioned section 18 informed consent document for the DSI Supply Chain Management Unit.



science & innovation

Department:
Science and Innovation
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

APPOINTMENT OF A PANEL OF RECRUITMENT AGENCIES FOR THREE YEARS

This tender is designated for Exempt Micro Enterprises or Qualifying Small Enterprises which are at least 51% owned by black people who are women.

1. BACKGROUND

The Department of Science and Innovation (DSI) requires a skilled workforce to deliver on its mandate. The DSI uses different systems to source a broader pool of applications, advertising in the national media and the Public Service Vacancy Circular for permanent employees and sometimes using recruitment agencies for temporary employment services and headhunting.

2. PROBLEM STATEMENT

The DSI seeks to procure the services of reputable and experienced professional service providers to assist the Department with placing both temporary employment services and permanent employees through headhunting.

2.1 Temporary Employment Services

Temporary Employment Services are sought when the department is not in a position to fill the post permanently for different reasons e.g. (filling a gap when an employee is on long leave or when the post is not prioritised for filling).

2.2 Headhunting

Headhunting is sought when, after one or more rounds of advertising and selection have been completed, the selection committee is unable to recommend a suitable person for appointment from those who were subjected to the selection process. It may also be used to augment the pool of applicants where a limited number of applicants who meet the minimum requirements has been received and is limited to Senior Management Services (SMS) positions only.

Initials

3. PURPOSE AND OBJECTIVE

The purpose of this tender is to invite the service providers to assist with the placement of temporary employment services from salary level 11 and below and headhunting for SMS positions where the department could not place candidates using the normal recruitment and selection processes across levels where required to enable the DSI to achieve its mandate.

4. THE SCOPE OF THE PROJECT

- 4.1 The department intends to select a panel of service providers for the provision of recruitment services for the placement of permanent and temporary employment services. The scope of work must be undertaken within the framework set out in the Labour Relations Act, 1995, the Public Service Act and Regulations, and all relevant DSI policies, e.g. on recruitment, selection, appointment and transfers. The agencies will be responsible for sourcing and management of Temporary Employment Services and Sourcing for headhunting (SMS level)

4.2 Deliverables and payment schedules

4.2.1 Temporary Employment Service

- a) Sourcing of potential candidates through different platforms available to them (social media, recruitment channels etc.
- b) Handling of applications by conducting initial interviews or meeting with the applicants to determine the suitability of the candidates.
- c) Submit confirmation of the screening process
- d) Submitting a consent form from each candidate confirming that his/her personal details may be shared with the DSI in terms of the Protection of Personal Information Act, 2013.

Initials

- e) Submitting a report to the Department on the screening process, giving details on the demographics (race, gender and disability) of potential candidates for each position advertised.
- f) Carrying out suitability checks for temporary employment services recommended, including criminal record checks, background checks, qualifications, personal references, a social media scan, citizenship, etc. Proof that these checks have been done must be submitted. This process should be completed within two weeks of the Department informing the agency that one of their candidates has been recommended by the Department.
- g) Facilitating the performance management of temporary employment services on the DSI templates (e.g. performance agreement, biannual review and annual assessment) with the line manager of the temporary employment service, copies of which will be kept by the DSI HR.
- h) Managing each temporary employment service's employee benefits, time sheets and invoicing at the end of each month, irrespective of possible delays in the processing of invoices.
- i) Ensuring that the DSI is aware of the temporary employment service's leave credits and intention to take leave.
- j) Conducting exit interviews for all temporary employment services leaving the Department and submitting a report to the Department on the exit interviews at the end of the contract or as required.
- k) Agencies to submit all the requests within the turnaround times as agreed.
- l) Agencies appointed must provide the DSI with a diverse pool of applicants, including people with disabilities.

4.1.2 Placement of Permanent Employees Headhunting

- a) Sourcing of potential candidates through different platforms available to them (social media, recruitment channels etc.

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- b) Handling of applications by conducting initial interviews or meeting with the applicants to determine the suitability of the candidates.
- c) Submitting a report to the Department on the screening process, giving details on the demographics (race, gender and disability) of potential candidates for each position advertised.
- d) Submitting a consent form from each candidate confirming that his/her personal details may be shared with the DSI in terms of the Protection of Personal Information Act, 2013.
- e) Carrying out suitability checks and reference report for the recommended candidate, including criminal record checks, background checks, qualifications, personal references, a social media scan, citizenship, etc. Proof that these checks have been done must be submitted. This process should be completed within two weeks of the Department informing the agency that one of their candidates has been recommended by the Department.
- a. Submit the invoice for payment of the placement fee
- f) Agencies appointed must provide the DSI with a diverse pool of applicants, including people with disabilities for headhunting.

5. Payment Schedules

- 5.1 Temporary employment services will commence on the date of assumption of duty. Invoicing will be from the date of assumption of duty to the end of that month, and thereafter from the first day of a month to the end of the same month. The original invoice and time sheets should be submitted to the DSI within seven days of the end of each month.
- 5.2 DSI will pay all the cost to the agencies and the agencies will pay the temporary employment services at the end of the month or as per the signed contract as follows;

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- (i) The agency will pay VAT to the South African Revenue Services as determined. The agencies will first deduct all(excluding PAYE) the statutory deductions from the total monthly salary.
- (ii) From the balance the agency will deduct the its handling 20% handling and pay over the 80% of the amount to the temporary employment service.

5.3 The agency must:

- (a) Process the payment of unused vacation leave on termination of the temporary employment service contract. This will be based on the employee's daily salary.
- (b) Ensure that appointed temporary employment services are remunerated monthly without delay. Payment delays between the DSI and the agency should not affect the payment due to the employee.
- (c) Provide the temporary employment services with monthly pay slips for their records.
- (d) In December, pay the temporary employment service's salary on or before 22 December

5.4 **Head Hunting**

Submit the invoice for payment of the once off placement fee (10% of the total package) after the candidate assume duty.

6. **BUDGET**

The scenario will be stated on the SLA's as per the level of the position.

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- 6.1 The percentage allocation for appointing temporary employment services should be divided into 80% for the employee, including statutory deductions, and 20% for the agency fee.
- 6.2 The once-off placement fee for a permanent appointment will not exceed 10% of the annual entry salary level of the position. A placement fee of 10% is payable to the agency when a temporary employment service is appointed permanently in the same post.
- 6.3 All monetary values quoted must be in South African Rand and must include VAT.
- 6.4 Service providers must take note that contract amount on the signed SLA's will remain the same for the duration of the contract period.

7. DURATION, TIME FRAMES AND FORMAL CONTRACT

- 7.1 Successful bidders will be required to enter into a formal contract with DSI for a period of three years. The DSI and the appointed service provider will enter into a service level agreement (SLA).
 - 7.1.1 The agreed time frames, performance indicators and budget will form part of the SLA.
 - 7.1.2 The original terms of reference and agreed amendments will be annexures to the SLA.
 - 7.1.3 The DSI will make payment as per the signed SLA.
- 7.2 The temporary employment service will assume work upon the signing of the contract or on approval by the Department.
- 7.3 The service provider will be responsible for ensuring that the agreed deliverables are produced to a quality standard, on time and within budget.

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- 7.4 The service provider will work in close collaboration with the Chief Directorate: Human Resources to ensure that the objectives of the Department are accommodated.
- 7.5 If a temporary employment service becomes unavailable, the service provider responsible must replace the temporary employment service without additional cost to the DSI in order to honour the agreement contained in the service level agreement. The service provider will submit cv's for the possible placement for an interview process. The service provider may not bill the Department for the period during which it is sourcing the replacement service. If the service provider is unable to find a suitable replacement within two-week period, the service level agreement will be terminated an opportunity will be given to the second recommended candidate if the individual placed resign within the first 3 months of signing of the contract.
- 7.6 This bid and all contracts will be subjected to the General Conditions of Contract issued in accordance with the Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 7.7 This tender is designated for Exempt Micro Enterprises or Qualifying Small Enterprises which are at least 51% owned by people who are women.

8. FRONTING

- 8.1 DSI, in compliance with regulations, supports the spirit of Broad-Based Black Economic Empowerment (BBEEE) and recognises that real empowerment can

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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. The DSI therefore condemns any form of fronting, and if fronting is discovered, will cancel the contract.

- 8.2 The 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 the accuracy of the representation made in bid documents. Should any of the fronting indicators set out in the Guidelines on Complex Structures and Transactions, and Fronting, issued by the Department of Trade, Industry and Competition, be identified during such enquiry/investigation, the onus will be on the service provider/contractor to prove that there is no fronting. Failure to do so within 14 days from the 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 10 years. The DSI may also take other measures against the service provider/contractor concerned.

9. PROJECT MANAGEMENT

The Department will host quarterly meetings with the agencies on dates that will be communicated to ensure that the terms of the contract are still adhered to.

10. BRIEFING SESSION

No Briefing session

Bidders can direct any technical/SCM inquiries to tenders@dst.gov.za 10 days before closing date.

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11. SCREENING FOR COMPLIANCE

During Phase 1, a shortlist will be established and the shortlisted service providers will be evaluated in Phase 2. **Service providers must meet all the mandatory administrative requirements and submit the required documents to proceed to Phase 2.** *Failure to submit the following will result in disqualification.*

- 11.1 Bidders must be registered on the National Treasury's Central Supplier Database and submit proof of this.
- 11.2 The bidders will also be requested to submit the tax compliance status pin issued by SARS.
- 11.3 Completed and signed Standard Bidding Document forms.
- 11.4 Service provider's acceptance of terms of reference (ToRs) by placing service provider's initials on each page.
- 11.5 Service provider's acceptance of terms and conditions of the bid, by placing service provider's initials on each page of the General Conditions of Contract (GCC).
- 11.6 This tender is designated for Exempt Micro Enterprises or Qualifying Small Enterprises which are at least 51% owned by black people who are women (*Failure to comply will result in disqualification*)

12. Administrative Requirements

- 12.1 Attach proven experience by providing a list of current and past contracts during the past five years which are relevant to the required service in the bid specifications, according to the template in Part A: Client Base. Only relevant experience will be considered for bid evaluation purposes, and it is therefore vital

Initials

that the periods of relevant experience are specifically highlighted in the candidates' CVs. Reference screening will be undertaken to confirm the validity of referees provided.

- 12.2 Detailed company profile, which clearly spells out the relevant experience, knowledge and accreditation of the company as well as directorship.
- 12.3 Submit an electronic version (email proposals to tenders@dst.gov.za).
- 12.4 Attach the reference letters from the organizations previously sourced temporary employment for and placement of permanent employees.
- 12.5 Bidders should supply a company profile, including information on their capacity to deliver, and demonstrating their experience in the recruitment field.
- 12.6 Attach the proof of registration with the department of labour.

13. EVALUATION PROCESS

The evaluation process will consist of the following phases:

- 13.1 Phase 1: Functionality 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 with the

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	requirements
3 – Good	Satisfactory and meets the requirements
2 – Average	Partial compliance with the requirements
1 – Poor	Unacceptable; does not meet set criteria

- 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.

13.1 Phase 1: Functionality evaluation

- a. Service providers' responses will be evaluated for functionality in this stage, based on achieving a minimum score of 60%.
- b. The DSI panel members will individually evaluate the responses received against the following criteria as set out below:

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PHASE 1: PROPOSAL					
Rating: 1 = Poor 2 = Average 3 = Good 4 = Very good 5 = Excellent					
CRITERIA					WEIGHTS
1. Qualifications The owner of the agency or the top management has relevant qualification and the agency registered with the relevant bodies.					25
No relevant qualification with less than 3 years' experience.	Min of 3 years in the staffing industry and any NQF level 5 in any qualification and registered with department of labour	Min of 5 years in the staffing industry and NQF 5 qualification on HRM, HRD, Industrial Psychology, Labour Relations and registered with department of labour	Min of 8 years in the staffing industry and NQF 6 qualification on HRM, HRD, Industrial Psychology, Labour Relations and registered with department of labour	Min of 10 years in the staffing industry and NQF 7 qualification on HRM, HRD, Industrial Psychology, Labour Relations and registered with department of labour	
1	2	3	4	5	
2. Experience a. Placement of senior or top management positions through headhunting in the past five years.					25
Less than 5 testimonial letters for placements from different companies' testimonials on company letterhead with contactable references	5 testimonial letters for placements from different companies' testimonials on company letterhead with contactable references	10 testimonial letters for placements from different companies' testimonials on company letterhead with contactable references	15 testimonial letters of placements from different companies' testimonials on company letterhead with contactable references	20 testimonial letters of placements from different companies' testimonials on company letterhead with contactable references	
1	2	3	4	5	
b. Placement of middle to lower level employees in the past five years.					25
Less than 5 placements	5 placements	10 placements	15 placements	20 placements	
1	2	3	4	5	

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CRITERIA					WEIGHTS
3. Advertising of posts Proven records of advertising on relevant platforms to reach diverse groups					25
1 platform	2 platforms	3 platforms	4 platforms	5+ platforms	
1	2	3	4	5	
TOTAL SCORE					100
MINIMUM THRESHOLD SCORE					60

- c. Any proposal not meeting a minimum score of 60% on functional proposal will be disqualified and will not be considered further.

13.2 Phase 2 (not applicable for this tender)

13.3 Phase 3: Price And BBBEE(not applicable DSI will provide the budget)

Prices inclusive of VAT will be evaluated as indicated below.

- a) In terms of regulation 6 of the Preferential Procurement Regulations, 2017, issued under the Preferential Procurement Policy Framework Act, 2000, bids will be adjudicated by the DSI on the 80/20 preference point scale for Broad-Based Black Economic Empowerment (BBBEE) in terms of which points are awarded to service providers on the basis of:

- The bid price (maximum 80 points).
- BBBEE and other specific goals (maximum 20 points).

Service providers can only claim BBBEE credential levels if they submit an original or original certified BBBEE certificate.

- b) The following formula will be used to calculate the points for price in respect of service providers with a rand value of up to R50 million:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price VAT inclusive of bid under consideration

P_{\min} = Comparative price VAT inclusive of lowest acceptable bid

A maximum of 20 points (for 80/20) may be awarded to a service provider for being a Broad-Based Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment entity stipulated in the Preferential Procurement regulations. For this bid the maximum number of Broad-Based Black Economic Empowerment Status points that could be allocated to a service provider is indicated in the following section.

- c) BBBEE Points, the Preferential Procurement Policy Framework Act, 2000, (PPPFA) Regulations were gazetted on 20 January 2017 (No. 40553) and came into effect on 1 April 2017. These regulations require service providers to submit valid original or original certified copies of their BBBEE Status Level Certificates from a SANAS-accredited verification agency and accredited auditing firm. The 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

BBBEE status level of contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8

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BBBEE status level of contributor	Number of points (80/20 system)
6	6
7	4
8	2
Non-compliant contributor	0

Failure to capture the required status level and to submit the required BBBEE status level certificates will lead to a zero (0) status level for non-compliant service providers. The following is applicable:

- a. A bidder must submit proof of its BBBEE status level of contributor.
- b. A bidder failing to submit proof of BBBEE status level of contributor or is a non-compliant contributor to BBBEE may not be disqualified, but may only score points out of 80 for price; and will scores 0 points out of 20 for BBBEE.
- c. The points scored by a bidder for BBBEE will be added to the points scored for price; and the bidder scores the highest number of points will be considered for bid award.
- d. If the price offered by a bidder scoring the highest points is not market-related, the Department may not award the bid to that bidder.
 - i. The Department may negotiate a market-related price with the bidder scoring the highest points or cancel the tender.
 - ii. If the bidder does not agree to a market-related price, the Department may negotiate a market-related price with the bidder scoring the second highest points or cancel the tender.
 - iii. If the bidder scoring the second highest points does not agree to a market-related price, the Department may negotiate a market-related price with the bidder scoring the third highest points or cancel the tender.
 - iv. If a market-related price is not agreed in all the aforementioned respects, the Department must cancel the tender.

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- e. Points scored will be rounded off to the nearest 2 decimal points.
- f. In the event that two or more bids score equal total points, the contract will be awarded to the service provider scoring the highest number of points for BBBEE status. Should two or more bids be equal in all respects, the award will be decided by drawing lots.
- g. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

14. AWARDING OF THE BID

- 14.1 The Department of Science and Innovation reserves the right to award the bid in whole to one service provider.**
- 14.2 The service provider's tax matters must be in order as per CSD or e-filing.
- 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 screening results
- 14.5 The service provider must:
- 14.6 The temporary employment service/permanent employee will assume work upon the signing of the contract or upon approval by the Department.
- 14.7 The service provider will be responsible for ensuring that the agreed deliverables are produced to a quality standard, on time and within the budget.
- 14.8 The service provider will work in close collaboration with a DSI team, so as to ensure that the objectives of the Department are accommodated.

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

14.10 The service provider will attend meetings with the DSI when required throughout the duration of the contract.

15. PROPRIETARY RIGHTS

15.1 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.

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

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

15.4 The service provider must 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.

16. PROHIBITION OF RESTRICTIVE PRACTICES

16.1 In terms of section 4(1) of the Competition Act, 1998, 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 any of the following:

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- (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 services.
 - (c) Collusive bidding.
- 16.2 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 the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act.
- 16.3 Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any official or representative of DSI, other than Supply Chain Management officials, in respect of this bid between the closing date and the award of the bid by the service provider is prohibited.
- 16.4 Once the process has been completed and the tender awarded, the service provider may not cede or subcontract the agreement or any part of it without the written permission of DSI.
- 16.5 The Supplier may not, without the prior written consent of DSI, subcontract the rendering of the Services to a third party.

17. SUBMISSION OF PROPOSALS

- 17.1 Please note due to COVID-19, only electronic bids will be accepted. Bids must be emailed to tenders@dst.gov.za.

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- 17.2 The email to which the proposal is attached must have the bid number (DSI12/2022-23) and the description in the subject line.

NB: Please note that bids will not be considered if they are submitted after the deadline.

18. COMMUNICATION

- 18.1 Any questions are to be submitted no later than **10 days** before the closing date of the bid. Questions received after this date will not be entertained by the DSI. All questions and answers will be published on the Department's website under www.dst.gov.za/tenders.
- 18.2 After the closing date, only the Supply Chain Management unit will communicate with service providers, for example, to seek clarity about the bid, to obtain additional information or to extend the validity period of the proposal. See par. 15.3 for prohibited practices.
- 18.3 The results of a bid will be published in the same media as the advertisement, and the Department will communicate direct only with successful bidders.
- 18.4 Enquiries related to the registration and submission of proposals must be directed to Supply Chain Management, specifically Demand and Acquisition Management, at tenders@dst.gov.za.

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PART A: CLIENT BASE

Name of client/ organisation where contract is being/was executed	Description of contract services	Physical address of the client/ organisation	Contact persons and telephone numbers of your clients	Contract period (indicate start and end dates) e.g. 1 April 2012 to 31 March 2015	Is the contract current or past?
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

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