

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DS110/2022-23	CLOSING DATE:	14 November 2022	CLOSING TIME:	11:00am
DESCRIPTION	Appointment of a service provider to perform lifestyle audits on senior management employees of the department of science and innovation				
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:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder:	Bid number: DSI10/2022-23
Closing Time: 11:00	Closing date: 14 November 2022

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....
-	At:	.....
		
-	Brand and model	.....
-	Country of origin	.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....
			*Delivery: Firm/not firm
-	Delivery basis	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder:

Bid number: DSI10/2022-23

Closing Time: **11:00**

Closing date: 14 November 2022

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- | | | |
|---|--|-----------------------|
| - | Required by: | ..... |
| - | At: | ..... |
| | | |
| - | Brand and model: | ..... |
| - | Country of origin: | ..... |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | | |
| - | If not to specification, indicate deviation(s) | ..... |
| - | Period required for delivery: | ..... |
| - | Delivery: | *Firm/not firm |

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

*Delete if not applicable

SBD 3.2²

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

3
SBD 3.2

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

PRICING SCHEDULE
(Professional Services)

Name of bidder:	Bid number: DSI10/2022-23
Closing Time: <u>11:00</u>	Closing date: 14 November 2022

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)		
1.	The accompanying information must be used for the formulation of proposals.			
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....		
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)			
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE	
	-----	R-----	-----	
	-----	R-----	-----	
	-----	R-----	-----	
	-----	R-----	-----	
	-----	R-----	-----	
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT			
	-----	R-----	----- days	
	-----	R-----	----- days	
	-----	R-----	----- days	
	-----	R-----	----- days	
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.			
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
	-----	.....	.....	R.....
	-----	.....	.....	R.....
	-----	.....	.....	R.....
	-----	.....	.....	R.....
	TOTAL: R.....			

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

Name of Bidder:

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures/ technical information may be directed to the –

E-mail address: tenders@dst.gov.za

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.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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

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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.

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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

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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

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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

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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.

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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

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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)

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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

(“The DSI”)

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO PERFORM LIFESTYLE AUDITS ON SENIOR MANAGEMENT EMPLOYEES OF THE DEPARTMENT OF SCIENCE AND INNOVATION

**This tender is designated for an EME or QSE which is at least 51 % owned by
black people.**

1. BACKGROUND

- 1.1 The Department of Science and Innovation (DSI) requires qualified and experienced independent service provider that can support the department in conducting comprehensive lifestyle audits of Senior Management Service (SMS) members to deliver on its mandate.

2. PROBLEM STATEMENT

- 2.1 The DSI seeks to appoint a suitably qualified and experienced independent service provider that can support the department in conducting comprehensive lifestyle audits and analysis of business interests of ninety-six 96 Senior Management Service (SMS) employees of the DSI.
- 2.2 The former Minister of the Department of Public Service and Administration (DPSA), Ayanda Dlodlo, announced in March 2022 that all national and provincial departments should institute compulsory lifestyle audits as of 1 April 2021 on all Public Servants. Circular Number [03/2021 TAU] was subsequently issued to that effect.
- 2.3 A lifestyle audit is an accountability tool that measures a person's lifestyle in order to identify conflicts of interest that may have resulted from employees engaging in business (directly or indirectly) with external entities such as clients and suppliers of Government. It is done through an amalgamation of reports from a variety of databases (internal and external) in order to understand the financial profile of a person, regarding legitimate declared income against known and observed assets. Lifestyle assessments and audits are conducted as a pro-active measure to identify possible corruption, fraud and/or other related offences.

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3. PURPOSE AND OBJECTIVE

- 3.1 The purpose of this tender to invite service providers to conduct a lifestyle audit of ninety-six (96) Senior Management Services (SMS) employees of the Department of Science and Innovation.
- 3.2 The lifestyle audit seeks to establish whether the assets of an employee are consistent with the income of the employee.

4. THE SCOPE OF THE PROJECT

- 4.1 The scope of work must be undertaken within the framework set out by the following legislation, but not limited to:
- Regulation 22 of the Public Service Act (1993),
 - Section 195 (1) (a) of the Republic of South Africa of 1996,
 - Public Administration Management Act of 2014;
 - Public Service Act of 1994;
 - Public Service Regulations of 2016;
 - Protection of Personal Information Act of 2013;
 - Prevention and Combating of Corrupt Activities Act (PRECCA);
 - Protection of Personal Information Act (POPI) Acts;
 - DPSA Circular no. 03/2021 TAU - circular on Lifestyle Audits in the Public Service and or any other legal/compliance requirements as applicable to individuals subjected to lifestyle audits;
- 4.2 The service provider to conclude the lifestyle audit of the ninety-six (96) SMS members within 5 months from the time of awarding of the bid.
- 4.3 The lifestyle audit should as a minimum include the management of a project proposal submission and analysis of a comprehensive questionnaire, possible interviews and the verification thereof directly from the relevant third-party sources (e.g. Deeds office, eNatis, CIPC, Home Affairs, SAPS, etc) of the following:

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- a. Total income or sources of funds of the individual for the period 2019, 2020 and 2021 (including salaries, investment income, gifts, sale of assets, insurance proceeds, inheritance, commissions, awards, etc);
- b. Large and/or significant income and expenditure transactions and the funding thereof;
- c. Business interests, directorships and resultant dividends/profit distribution or any other related income;
- d. Personal investments, savings and resultant interest - including shares and bonds;
- e. Assets of the individual (including land, property, vehicles, etc);
- f. Liabilities of the individual (loans, mortgages, notarial bonds, etc);
- g. Declarations of any transfer of assets to family members, trusts, friends, etc;
- h. Perform credit searches;
- i. Review of income tax compliance and disclosure;
- j. Review foreign travel, hospitality and other benefits of a material nature;
- k. Any other reviews as required to finalise the lifestyle audit including a review of publicly available information pertaining to immediate family members;

5. REQUIREMENTS:

5.1 The service provider is expected to -

- (a) provide a company profile including amongst others capacity to deliver and demonstration of experience with conducting lifestyle audits. The submission must include reference letters addressed to the bidding company - name(s) of a contactable person (reference), the references telephone number and email address, and a short summary of the service rendered and duration of the service must be indicated;
- (b) provide educational qualifications and/or accreditation of the team leader and team members relevant to performing lifestyle audits (i.e. a minimum of a

initiate:

Bachelor's degree (NQF 7) from an institution of higher learning plus a Certificate of Certified Fraud Examiners Certification;

- (c) indicate and provide membership of the team leader and/or team members to the Association of Certified Fraud Examiners (ACFE) or the Institute of Commercial Forensic Practitioners (ICFP);
- (d) design an implementation plan, showing high-level activities, time frames and dependencies and provide a detailed project methodology that encompasses the minimum aspects of the lifestyle audits as contained in paragraph 4.4 of the TOR including the expected estimated turnaround times and quality assurance processes;
- (e) Final report with findings on each audit conducted and cost of lifestyle audit conducted per employee; and
- (f) Work closely with the departmental employee(s) for skills transfer.

initiate:

6. DELIVERABLES AND PAYMENT PLAN

6.1 The service provider should note the following minimum requirements of the project plan for conducting the lifestyle audits. **NB. The project plan below is a mere guide.**

PHASES	ACTIVITIES	TIME FRAME	DELIVERABLES and/or OUTCOMES	PAYMENT SCHEDULE
Phase 1	Meeting between the project owners (Ethics officers of the department) and the service provider - Handover of project, meeting with the service provider team, submission of inception report.	1 st week of awarding of bid	Meeting register	0%
Phase 2	Introduction of the service provider to Senior Management (SMS) of the department & presentation of the project.	2 nd week	Approved inception report, presentation to SMS members	10% of accepted quoted price
Phase 3	<p>1. Collection of information from internal and external databases:</p> <p><u>INTERNAL DATABASES:</u> Persal, Central Supplier Database, eDisclosures, Other Remunerative Work (ORW) register, Gift register, etc.</p> <p><u>EXTERNAL DATABASES:</u> CIPC, HANIS, Deeds Office, eNatis, SARS, SAPS, etc.</p> <p>2. Conduct the lifestyle audit, analysis of data & possible interviews</p>	From the 3 rd week for a period of approximately 14 weeks	Meeting registers	0%

Phase 4	Submission of draft report to Ethics office	2 weeks after completion of phase 3 above	draft report plus electronic and physical data collected on SMS members from 3 rd party databases; Approval of draft report.	70% of accepted quoted price
Phase 5	Presentation to EXCO on findings	1 week after completion of phase 4 above	Meeting register, minutes - Presentation of approved draft report	0%
Phase 6	Submission of final report to the Accounting Officer	1 week after completion of phase 5 above	Final report & approval of report.	20% of accepted quoted price

6.2 The results/outcomes of the audit must be explicitly indicated in the final report prepared by the service provider, for the attention of the Accounting Officer (Director-General) of the DSI:

- Where applicable that such sources of income have been declared/approved as required;
- Clearly indicate red/flags of lifestyle audits that need to be highlighted for escalation to the investigators;
- Any other matter relevant to the objective of the lifestyle audit performed; and
- The data obtained and all working papers generated during the audit of the member and his/her spouse or life partner should be handed over to the Accounting Officer of the department (Director-General) for safekeeping (both hard copies and electronic versions)

initiate:

7. BUDGET

- 7.1 Service providers should use the scenario of five months (20 weeks) and provide the rand value for each level, not a percentage of your fee. The pricing should also indicate the cost to company that DSI would pay for each of the levels:
- a) All monetary values quoted must be in South African Rand and must include Value Added Tax (VAT).
 - b) Service providers must take note that fixed prices will be accepted.

8. DURATION, TIMEFRAMES AND FORMAL CONTRACT

- 8.1 Successful service providers will be required to enter into a formal contract with DSI for a period of (5 months). The DSI and the appointed service provider will enter into a service level agreement (SLA).
- a. The agreed timelines, performance indicators and budget will form part of the SLA.
 - b. The original Terms of Reference (TORs) and agreed amendments will be an annexure to the SLA.
 - c. The DSI will make payment as per the signed SLA following paragraph 6.1 of the TORs.
- 8.2 The Service Provider shall assume work upon the signing of the contract or upon approval by the Department.
- 8.3 The Service Provider will be responsible for ensuring that the agreed deliverables are produced to a quality standard, on time and within the budget.
- 8.4 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.

8.5 In case the temporary service is no longer available the agency responsible will replace the temporary service without additional cost to DSI

a. This bid and all contracts will be subjected 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.

b. **This tender is designated for an EME or QSE which is at least 51 % owned by black people, failure to comply with this pre-qualification will result in disqualification. (if applicable if not please provide reasons in separate document)**

9. FRONTING

9.1 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 and would therefore cancel the contract.

9.2 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

initiate:

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.

10. PROJECT MANAGEMENT

- 10.1 The department will host follow up meetings with the service providers on the dates that will be communicated to ensure that the terms of the contract are still adhered to.

11. BRIEFING SESSION (N/A)

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

12. SCREENING FOR COMPLIANCE

During Phase 1, a short list will be established and the shortlisted service providers will be evaluated at phase 2. **Service providers must meet all the mandatory administrative requirement below to proceed to phase 2; 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 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 service provider's initials on each page of the General Conditions of Contract

initiate:

(GCC).

- a) Attach proven experience by providing a list of current and past contracts during the past 5 years which are relevant to the required service in the bid specifications, according to the template in Part A: Client Base. Only the relevant experience shall be considered for bid evaluation purposes. Reference screening will be undertaken to confirm the validity of referees provided.
- b) Detailed company profile, which clearly spells out the relevant experience, knowledge and accreditation of the company as well as directorship.

12.5 Submit an electronic version (email proposals to tenders@dst.gov.za).

13. EVALUATION PROCESS

13.1 The evaluation process will comprise of the following phases:

- Phase 1: Functionality Evaluation;
- Phase 2: Presentation (not applicable);
- Phase 3: Pricing and BBBEE 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

- b. The value scored for each criterion will be multiplied with the specified

initiate:

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

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

initiate:

PHASE 1: PROPOSAL						
Rating: 1 = Poor 2 = Average 3 = Good 4 = Very good 5 = Excellent						
CRITERIA						WEIGHTS
1. Please provide summary of relevant qualifications and professional accreditation of the team leader in conducting lifestyle audits.						
a. QUALIFICATIONS AND PROFESSIONAL ACCREDITATION OF THE TEAM LEADER - <ul style="list-style-type: none"> ▪ The team leader must have a minimum of a Bachelor's degree (NQF 7) or equivalent from an institution of higher learning; ▪ a post graduate qualification in accounting or auditing will be an advantage; ▪ a Certified Fraud Examiners Certification (CFE) from the Association of Certified Fraud Examiners (ACFE) OR the Institute of Commercial Forensic Practitioners (ICFP); and ▪ It is encouraged that the team leader is a member of the Association of Certified Fraud Examiners (ACFE) or the Institute of Commercial Forensic Practitioners (ICFP). The membership letter from the association must not be older than three (3) months confirming membership status and good standing. Student memberships do not apply. 						10
The team leader does not have any of the above qualifications and/or accreditations.	<ul style="list-style-type: none"> ▪The team leader has a Bachelor's degree (NQF 7) or equivalent, and ▪Fraud Examiner / Practitioner qualification from a regulatory body other than the ACFE or ICFP. 	<ul style="list-style-type: none"> ▪Team leader has a Bachelor's degree (NQF 7) or equivalent, and ▪a Certified Fraud Examiners Certification (CFE) from ACFE or ICFP, and ▪active membership and the letter is not older than 3 months. 	In addition to 3, and have a post graduate qualification.	In addition to 4, the post graduate qualification should be in accounting / auditing.		
1	2	3	4	5		
b. EXPERIENCE OF THE TEAM LEADER IN CONDUCTING LIFESTYLE AUDITS <p>Please provide summary of relevant experience of the team leader in conducting lifestyle audits and/or leading a team that conducted lifestyle audits.</p>						
Team leader should have exposure (led a team or conducted lifestyle audits) to a minimum of fifteen (15) individual lifestyle audits in the last 8						10

calendar years.					
The team leader has zero (0) exposure to conducting lifestyle audits in the last 8 calendar years.	The team leader has exposure (leading a team OR conducted lifestyle audits) to less than fifteen (15) individual lifestyle audits in the last 8 calendar years.	Team leader has exposure (leading a team OR conducted lifestyle audits) to a minimum of fifteen (15) individual lifestyle audits in the last 8 calendar years.	Team leader has exposure (leading a team AND conducted lifestyle audits) to a minimum of fifteen (15) individual lifestyle audits in the last 8 calendar years.	Team leader has exposure (leading a team AND conducted lifestyle audits) to more than fifteen (15) individual lifestyle audits in the last 8 calendar years.	
1	2	3	4	5	

2. QUALIFICATIONS AND PROFESSIONAL ACCREDITATION OF THE TEAM MEMBERS -

Please provide summary of relevant qualifications and professional accreditation of the team members in conducting lifestyle audits.

<p>a QUALIFICATIONS, ACCREDITATION AND PROFESSIONAL MEMBERSHIP OF THE TEAM MEMBERS -</p> <ul style="list-style-type: none"> ▪ The team members must have a minimum of a Bachelor's degree (NQF 7) or equivalent from an institution of higher learning; ▪ a post graduate qualification in accounting or auditing is advantageous; ▪ a Certified Fraud Examiners Certification (CFE) from the Association of Certified Fraud Examiners (ACFE) or the Institute of Commercial Forensic Practitioners (ICFP); and ▪ are members of the Association of Certified Fraud Examiners (ACFE) or the Institute of Commercial Forensic Practitioners (ICFP). The membership letters from the association must not be older than three (3) months confirming membership status and good standing. Student memberships do not apply. 					10
The team members do not have any of the above qualifications and/or accreditations.	<ul style="list-style-type: none"> ▪ The team members have a Bachelor's degree (NQF 7) or equivalent, and ▪ Fraud Examiner / Practitioner qualification from a regulatory body other than the ACFE or ICFP. 	<ul style="list-style-type: none"> ▪ Team members have a Bachelor's degree (NQF 7) or equivalent, and ▪ a Certified Fraud Examiners Certification (CFE) from ACFE or ICFP, and 	In addition to 3, and have a post graduate qualification.	In addition to 4, the post graduate qualification should be in accounting / auditing.	

initiate:

			▪ active membership and the letter is not older than 3 months.			
	1	2	3	4	5	
b. EXPERIENCE OF THE TEAM MEMBERS IN CONDUCTING LIFESTYLE AUDITS -						
Please provide summary of relevant experience of the team members in conducting lifestyle audits.						
Team members should have exposure to a minimum of ten (10) individual lifestyle audits in the last 8 calendar years.						10
	The team members have zero (0) exposure to conducting lifestyle audits in the last 8 calendar years.	The team members have exposure to less than ten (10) individual lifestyle audits in the last 8 calendar years.	Team members have exposure to a minimum of ten (10) individual lifestyle audits in the last 8 calendar years.	Most team members have exposure to and/or have conducted more than ten (10) individual lifestyle audits in the last 8 calendar years.	All team members have exposure to AND have conducted more than ten (10) individual lifestyle audits in the last 8 calendar years.	
	1	2	3	4	5	
3. QUALITY OF THE PROPOSAL IN TERMS ADDRESSING THE EXPECTED DELIVERABLES -						
a. The methodology and approach provided is comprehensive and logical and activities, milestones and timeframes are well presented. The methodology is responsive to the terms of reference and the scope of work.						20
	The project proposal is non-responsive to the scope in section 4, 5, and 6 of the TOR.	The project proposal is partially responsive to the scope in section 4, 5, and 6 of the TOR.	The project proposal The project proposal is fully responsive to the scope in section 4, 5, and 6 of the TOR.	In addition to 3, and unpacks the evaluation approaches to be utilised	In addition to 4 demonstrate full understanding of the lifestyle audit of employees.	
	1	2	3	4	5	
b. PROJECT PLAN DEMONSTRATING ABILITY TO DELIVER						20
	Project plan poorly	Project plan with clear	Project plan, with clear and	In addition to 3, risks and	In addition to 4,	

initiate:

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	presented.	milestones presented.	realistic milestones meeting timeframes described and an indication of resource allocation.	corrective measures identified	demonstration of additional information addressing requirements of the lifestyle audit.	
	1	2	3	4	5	
c. COMPANY EXPERIENCE <ul style="list-style-type: none"> ▪ The service provider must provide a minimum of three (3) contactable references where they performed lifestyle audits of similar extent, scope and at the organisation/enterprise level within the past eight (8) calendar years; ▪ It is recommended that the service provider must provide post project reports supporting previously completed projects. These projects should provide an understanding of lifestyle audits performed and demonstrate a full understanding of the lifestyle audit of employees. 						
	No references provided.	A minimum of three (3) references provided but unreachable and / or not within the past 8 calendar years.	At least three (3) contactable references provided within the past 8 calendar years.	In addition to 3, and provided previously completed post project reports supporting projects completed.	In addition to 3, the previously completed projects demonstrate a full understanding of lifestyle audits performed.	20
	1	2	3	4	5	
TOTAL SCORE						100
MINIMUM THRESHOLD SCORE						60

- c. 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.

initiate:

13.3 Phase 2: Presentation

A presentation of the project to the bid committee will not be required. The scoring will be based on the proposal submitted by the service provider.

13.4 Phase 3: Price and BBBEE evaluation

Price inclusive of VAT will be evaluated as indicated below.

- a) In terms of regulation 6 of the Preferential Procurement Regulations, 2017 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 for Broad-Based Black Economic Empowerment in terms of which points are awarded to service providers on the basis of:

- The bid price (maximum 80 points)
- Broad-Based Black Economic Empowerment as well as specific goals (maximum 20 points)

Service providers can only claim BBBEE credential; level, provided 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 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 comparative price of bid under consideration

P_t = Comparative price VAT inclusive of bid under consideration

Pmin = 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) B-BBEE Points, the Preferential Procurement Policy Framework Act 2000 (PPPFA) Regulations were gazetted on 20 January 2017 (No. 40553) and effective from 1 April 2017. These regulations require service providers to submit valid original or original certified copies of their B-BBEE 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.

B-BBEE Status Level of Contributor	Number of Points (80/20 System)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant Contributor	0

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

initiate:

- a. A tenderer must submit proof of its B-BBEE status level of contributor.
- b. A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but may only score points out of 80 for price; and scores 0 points out of 20 for B-BBEE.
- c. The points scored by a tenderer for B-BBEE 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 tenderer scoring the highest points is not market-related, the Department may not award the bid to that tenderer.
 - i. The Department may negotiate a market-related price with the tenderer scoring the highest points or cancel the tender.
 - ii. 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.
 - iii. 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.
 - iv. If a market-related price is not agreed in all the aforementioned respects, the Department must cancel the tender.
- e. Points scored will be rounded off to the nearest 2 decimals.
- f. In the event that two or more bids have scored equal total points, the contract will be awarded to the service provider scoring the highest number of points for B-BBEE Status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- g. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

initiate:

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.

- (a) The service provider will have to be Compliant with tax matters as per CSD or e-Filing.
- (b) The service provider will have to sign a Non-Disclosure Agreement, as the work done will be confidential.
- (c) All staff members to be appointed by the service provider will require a positive security clearance from the security agencies of the State.
- (d) The DSI and the service provider will enter into a service level agreement (SLA).
 - i. The SLA will be signed with a representative of the appointed service provider.
 - ii. The agreed timelines, performance indicators and budget will form part of the SLA.
 - iii. The original Terms of Reference and agreed amendments will be an annexure to the SLA.
 - iv. The DSI will make payment as per the signed SLA.

14.2 The Service provider must:

- (a) conduct business in a courteous and professional manner, utmost care must be exercised during the lifestyle audits to:
 - obtain evidence in a lawful manner;
 - ensure the integrity of data collected;
 - maintain confidentiality of all information;
 - ensure that the rights of the relevant persons are not infringed upon;
 - ensure that all lifestyle audits need to be treated as confidential and in line with the Association of Certified Fraud Examiners (ACFE) and Institute of Commercial Forensic Practitioners (ICFP) Code of Ethics and Professional Standards.

initiate:

- (b) Manage the internal disputes among his/her staff in such a way that DSI is not affected by those disputes;
 - (c) Ensure that all staff working under this contract is in good health;
 - (d) Comply with DSI policies, procedures and regulations;
 - (e) 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. DSI reserves the right to order the immediate removal of a staff member who is poorly performing;
 - (f) 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.
- 14.3 The DSI reserves the right to order the immediate removal of a staff member that does not adhere to any requirement of the tender specifications.
- 14.4 **The onus is upon service provider to familiarize themselves with the project sites as well as the extent of the service to be rendered.**
- 14.5 DSI shall:
- 14.5.1 manage the contract in a professional manner;
 - 14.5.2 provide appropriate information as and when required and only in situations where it is required by the service provider to fulfill their duties;
 - 14.5.3 not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the contract;
 - 14.5.4 not tolerate any unfair labour practices between service provider and their staff that happen during the execution of the project activities;
 - 14.5.5 not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties;
 - 14.5.6 provide a storage facility for equipment and materials where possible;
 - 14.5.7 if necessary request the withdrawal of a staff member who poses a threat to DSI employees;
- 14.6 The service provider shall assume work upon the signing of the contract or upon approval by the Department.

initiate:

- 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 by this project.
- 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 project.

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.

initiate:

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.
- 16.3 The service provider shall deliver any or all such material, data and information to the DSI upon request.
- 16.4 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 services; or
 - c) 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

initiate:

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 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

- 18.1 Please note due to the Covid-19 pandemic situation, there will be no deliveries at the DSI building. Proposals must be emailed to tenders@dst.gov.za.
- 18.2 The proposal must be clearly marked as follows:

Bid No: DSI10/2022-23

Description: Appointment of a service provider to perform lifestyle audits on senior management employees of the department of science and innovation

Bid Closing date and Time: 14 November 2022 at 11:00am **at 11h00**

Name and Address of Service provider

NB: Please note that a proposal will not be considered for evaluation if it's submitted late. Late tenders will be returned; where applicable.

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19 COMMUNICATION

- 19.1 Any questions are to be submitted not later than **10 Days (Specify date)** 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 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 12.3 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

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.					
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:

