



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

the dtic, 77 Meintjies Street, Sunnyside, Pretoria
Tel (012) 394 5000

The Manager

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.....

Sir/Madam

SERVICE: BID dtic 09/21-22: APPOINTMENT OF STRATEGIC RESEARCH PARTNERS TO THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION (the dtic) FOR THE PERIOD OF THREE (3) YEARS.

the dtic requires services as described per attached bid invitation, and you are requested to complete the bidding documents and to submit it in accordance with the under-mentioned stipulations:

- The conditions contained in the attached documents apply.
- The tender must be submitted in a sealed envelope with the **name and address of the tenderer with the tender number and closing date indicated on the envelope**. If the two envelope system is required in the Terms of Reference the same action must be followed on both envelopes. The cover or envelope must not contain documents relating to any tender other than that shown on the cover or envelope.
- ***Tenders submitted per mail must be sent per registered mail. The tender must still reach this office before the closing time. Failure to do so will invalidate the bid.***
- The closing date of the tender will be at **11h00 on 26 November 2021** and will be valid for a period of **120 days** after closing date (up to and including 26 March 2022).
- The attached forms/documents, if completed in detail and returned, will form part of your tender.
- **All communication regarding this tender must be done in writing.**

You are advised to acquaint yourself with the contents of the attached General Conditions of Contract.

It will be expected of the successful bidder to sign a Service Level Agreement at this office as soon as possible, after being notified of the acceptance of his/her tender. The signed Service Level Agreement will be deemed the final contract. No contract will come into existence prior to signing off on an agreed upon Service Level Agreement.

Yours faithfully

A handwritten signature in black ink, appearing to be 'E. J. ...'.

.....
DEPUTY DIRECTOR: TENDERS

DATE: 03/11/2021



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE:

TENDER NO: dtic 09/21-22

CLOSING TIME: 11:00

CLOSING DATE: 26 NOVEMBER 2021

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE, AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

BID dtic 09/21-22: APPOINTMENT OF STRATEGIC RESEARCH PARTNERS TO THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION (the dtic) FOR THE PERIOD OF THREE (3) YEARS.

The **SBD 1, 3.3, 4, 6.1, 8 & 9 FORMS** MUST BE COMPLETED AND SIGNED IN THE ORIGINAL THAT IS IN INK – PHOTOCOPIED SIGNATURES OR OTHER SUCH REPRODUCTION OF SIGNATURES MAY INVALIDATE YOUR BID.

BID DOCUMENTS MUST BE POSTED TO:
**Department of Trade, Industry and Competition
Private Bag x 84
PRETORIA
0001
FOR ATTENTION: ERICA DENNIS (Block B)**

OR

HAND DELIVERED BIDS / BIDS SENT BY COURIER:

THE BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX WHICH IS IDENTIFIED AS THE BID BOX OF THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION, 77 MEINTJIES STREET, BLOCK B, GROUND FLOOR, SUNNYSIDE, PRETORIA

		NELSON MANDELA DRIVE	
ROBERT SOBUKWE STREET	DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION X Bid box	FRANCIS BAARD STREET	
		MEINTJIES STREET	

THE BID BOX OF THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION IS OPEN 24 HOURS A DAY, SEVEN DAYS A WEEK

Bidders must ensure that bids are delivered to the correct address. If the bid is late, it will not be accepted for consideration.

SUBMIT ALL BIDS ON THE ORIGINAL FORMS - DO NOT RETYPE

BIDS BY TELEGRAM, FACSIMILE OR OTHER SIMILAR APPARATUS WILL NOT BE ACCEPTED FOR CONSIDERATION

CHECKLIST FOR BIDDERS

Please indicate "Yes" / "No" adjacent to each column. This is to ensure that bidders complete, sign and submit all the required documentation.

BID REQUIREMENT	REFERENCE	YES / NO
<p>Bidders must ensure that they are registered on the Central Supplier Database of the National Treasury as this is compulsory with effect of 1 April 2016 for bidders to be considered for bids.</p> <p>Are you registered on the Central Supplier Database of National Treasury.</p>	<p>Par. 3.2 of National Treasury's SCM Instruction no 4A of 2016/2017</p>	
<p>Bidders must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on the CSD.</p> <p>Bidder's who's tax matters are not declared to be in order will automatically be disqualified.</p> <p>Are your tax matters in order?</p>	<p>Treasury Regulation 16 A9.1.(d).</p>	
<p>Completed and signed the SBD 1 form submitted?</p>	<p>SBD 1 (Invitation to bid)</p>	
<p>Completed the SBD 3.3 form/ pricing schedule.</p> <p>Must be included in the financial proposal only.</p>	<p>SBD 3.3 (Pricing Schedule)</p>	
<p>Submitted your bid as a TWO-ENVELOPE / FILE SYSTEM.</p> <p>NO pricing may be included in your functional proposal. Pricing must only be included in your <u>financial</u> proposal</p> <p>Failure to comply herewith will automatically invalidate your bid.</p>	<p>Paragraph 11. of the ToR</p>	
<p>Completed and signed the SBD 4 form</p>	<p>SBD 4 (Declaration of Interest)</p>	
<p>Completed and signed the SBD 6.1 form.</p> <p>No points will be adjudicated if certificates or affidavits are not in line with the prescripts.</p>	<p>SBD 6.1 (Preference Points Claim)</p>	
<p>Completed and signed the SBD 8 form</p>	<p>SBD 8 (Declaration of bidders past Supply Chain Management practices)</p>	
<p>Completed and signed the SBD 9 form</p>	<p>SBD 9 (Certificate of Independent Bid Determination)</p>	

SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION (the dtic)					
BID NUMBER:	dtic 09/21-22	CLOSING DATE:	26 November 2021	CLOSING TIME:	11:00 am
DESCRIPTION	BID dtic 09/21-22: APPOINTMENT OF STRATEGIC RESEARCH PARTNERS TO THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION (the dtic) FOR THE PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION (the dtic)					
77 MEINTJIES STREET, BLOCK B, GROUND FLOOR, SUNNYSIDE, PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Erica Dennis		CONTACT PERSON	Mr. Kaemete Tsotetsi	
TELEPHONE NUMBER			TELEPHONE NUMBER		
E-MAIL ADDRESS	Edennis@thedtic.gov.za		E-MAIL ADDRESS	KTsotetsi@thedtic.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**

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND SLA.</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>

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)

NAME AND SURNAME:.....

DATE:

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is 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 of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the

supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and 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.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract 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 performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and

risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the

following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to

the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

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

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

28. Limitation of liability

28.1 Except in cases of criminal negligence or 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.

31. Notices

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

31.2 The time mentioned in the contract documents for performing any act

after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade, Industry and Competition shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 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 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.

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:.....

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

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

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

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

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT 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 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;
- 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.

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 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<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:
.....

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

THE TERMS OF REFERENCE

Request for Proposals for Appointment of Strategic Research Partners to the Department of Trade, Industry and Competition (the dtic) for the period of three (3) years

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Acronyms and Abbreviations

Acronym	Description
B-BBEE	Broad-Based Black Economic Empowerment
ERCB	Economic Research and Coordination Branch
PPPFA	Preferential Procurement Policy Framework Act
RFP	Request for Proposals
SRP	Strategic Research Partner/Partnership
the dtic	The Department of Trade, Industry and Competition
ToR	Terms of Reference

REQUEST FOR PROPOSALS (RFP):

The Department of Trade, Industry and Competition (**the dtic**) invites interested service providers to submit proposals for consideration to be appointed as Strategic Research Partners to **the dtic** for the period of 3 years.

NOTE: Should a vendor have reason to believe that the Terms of Reference are not open to promote competition or that it is written based on a particular brand / product / entity; the vendor shall notify the Bid Office of the **dtic** within **ten (10)** calendar days after publication of the bid.

1. PURPOSE

- 1.1 The purpose of the Terms of Reference (TOR) is to invite interested service providers to submit proposals for consideration to be appointed as Strategic Research Partners (Strategic Partners) to the **dtic** for a period of 3 years.

2. INTRODUCTION

- 2.1 The Department of Trade, Industry and Competition (**the dtic**) is mandated with facilitating and promoting the South African economic growth that is characterised by competitiveness, equity, inclusiveness and decent employment. The **dtic's** strategic objectives are to:
 - 2.1.1 Facilitate transformation of the economy to promote industrial development, investment, competitiveness and employment creation;
 - 2.1.2 Build mutually beneficial regional and global relations to advance South Africa's trade, industrial policy and economic development objectives;
 - 2.1.3 Facilitate broad-based black economic participation through targeted interventions to achieve more inclusive growth;
 - 2.1.4 Create a fair regulatory environment that enables investment, trade and enterprise development in an equitable and socially responsible manner; and
- 2.2 Research and capacity building is integral to the work of Government and **the dtic** therefore requires access to world-class, credible research organisations with a range of technical expertise to assist with the implementation of its research agenda.
- 2.3 This Terms of Reference (TOR) invites research organisations to submit proposals to be appointed as SRPs to **the dtic** for a period of 3 years.

3. OBJECTIVES

- 3.1 The purpose of establishing strategic research partnerships is to ensure that **the dtic** has reliable access to research expertise, capacity and infrastructure in a timely manner in order to achieve the following objectives:
- 3.1.1 Produce high quality in-depth research and analytical outputs in **the dtic's** research priorities (Economic Research Agenda);
 - 3.1.2 Improve the effectiveness and efficiency of research commissioning process and the quality of commissioned research outputs;
 - 3.1.3 Build **the dtic's** internal research and analytical skills through well designed and focused capacity building and training interventions; and
 - 3.1.4 Improve the quality of **the dtic's** research reports and policy advocacy by providing peer review, editing, design, layout and publishing functions.

4. SCOPE OF WORK

- 4.1 Appointed strategic research partners will be contracted for a period of 3 years to deliver the following services, as and when research needs have been identified in the relevant research priority areas:
- 4.1.1 Conduct research, collect and geo-locate data, analyse data and provide policy advice on identified research topics. Terms of Reference will be developed by **the dtic** and issued to appointed research partners to submit responsive technical and financial proposals.
 - 4.1.2 Build **the dtic's** internal research capacity and analytical skills through interventions such as in-bound and out-bound secondments, tutorials and practical training interventions, and appointment of interns at SRPs.
 - 4.1.3 SRPs are expected to be able to provide a full service offering in their chosen thematic areas. This must include the capacity to peer review, edit, design, layout and publish research produced by **the dtic's** Economic Research Branch.
 - 4.1.4 In collaboration with **the dtic**, maximise the impact of research conducted by **the dtic** and its strategic research partners through active participation in policy dialogues, public debates and other relevant discussion fora.

4.2 Strategic research partners are required in the following research themes and focus areas:

Research Theme	Possible focus areas/research studies
<p>Theme 1: Industrial policy</p>	<ul style="list-style-type: none"> • Research/analysis on the comparative experiences of countries in implementing industrial policy and lessons for SA. • Analysis of the challenges and opportunities in the manufacturing sector; focus on key established, emerging and future growth sectors. • On-going collection and analysis of manufacturing sector/sub-sector performance, emerging risks and growth opportunities. • Technical/research support to identified Masterplan processes. • Identification and analysis of opportunities for 'localisation'. • Benchmarking of industrial policy programmes/interventions to SA firms and various peer countries. • Development of strategies, systems and processes for analysing compliance with local content policies. • Research support for supplier development, including analysis of the support required, proposed support interventions, and analysis of impact. • Analysis of skills needs across key Manufacturing sectors and sub-sectors, proposed interventions and analysis of impact. • On-going collection and analysis of data with regard to the economic infrastructure upon which Manufacturing depends such as Ports, Rail, and Electricity infrastructure. • Targeted research to identify opportunities to develop the 'green economy' including <i>inter alia</i> electric vehicles, renewable energy, and the hydrogen economy. • Analysis of comparative experience in providing industrial finance to strengthen Manufacturing sectors and sub-sectors. • Development of policy interventions to support labour-intensive economic activities. • Development of policy interventions to grow Services sectors and sub-sectors.

<p>Theme 2:</p> <p>Economic Transformation</p>	<ul style="list-style-type: none"> • Comparative research of country experiences in growing under-developed regions such as SA townships and rural economies. • On-going collection and analysis of SA data showing the extent of economic participation of Black people, Women, Youth and People with Disabilities in the SA economy. • Development of policy and research briefs on contemporary issues in economic transformation, including strengthening policy and programmatic interventions such as the Black Industrialists programme. • Provision of policy and research briefs on improving the effectiveness of the dtic's programmes with respect to inclusive growth agenda. • Identification of economic opportunities and development of appropriate instruments (e.g. incubation centres, industrial parks and the like) to stimulate and support local economic development.
<p>Theme 3:</p> <p>Spatial Industrial Development</p>	<ul style="list-style-type: none"> • Geo-locating <i>inter alia</i> economic activity, infrastructure, Government policy and financial support, economic opportunities, SEZs, Local Industrial Parks, Digital Hubs, and industrial clusters. • On-going collection and analysis of data disaggregated to the 52 District Development Model (DDM) districts and metro areas including identification of economic opportunities, co-ordination and infrastructure challenges, and export strategies. • Profiling of the impact of the dtic and its entities' projects/programmes. • Provision of policy and research briefs on improving the effectiveness of the Special Economic Zones, Local Industrial Parks, Digital Hubs and related industrial infrastructure.
<p>Theme 4:</p> <p>Economic Modelling</p>	<ul style="list-style-type: none"> • On-going economic modelling support on various economic themes including: <ul style="list-style-type: none"> – Impact of electricity prices. • Impact of contemporary developments on Manufacturing sectors/sub-sectors for example exchange rate movements, carbon border taxes, global economic developments, and major SA policy developments; and Impact of Government policy and financial support to Manufacturing sectors/sub-sectors.
<p>Theme 5:</p> <p>Monitoring & Evaluation</p>	<ul style="list-style-type: none"> • Development of M&E frameworks for monitoring and reporting on the implementation of the dtic and its entities' programmes. • Comprehensive evaluation and impact assessment of key programmes of the dtic and its entities.

	<ul style="list-style-type: none"> • Benchmarking of the support provided to sectors of the economy in SA and comparator countries. • Research and policy support for the design of new programmes and policies where ongoing M&E will be required. • Analysis of the adherence of firms to regulatory matters within the mandate of the dtic and its entities, such as competition settlement agreements, BEE Commission findings, and Consumer Tribunal decisions.
<p>Theme 6: Trade and Investment</p>	<ul style="list-style-type: none"> ▪ Creating an enabling environment for foreign and domestic private sector investment; and investigating ways for increasing gross fixed capital formation as a percentage of Gross Domestic Product. ▪ On-going analyses of trends and developments in intra- and inter-regional trade in goods and services; foreign direct investment; trade facilitation measures; trade policy measures; and preferential trade policies and agreements. ▪ On-going research and policy advice to improve the ease of doing business in SA. ▪ On-going research and policy advices on contemporary global, regional and domestic developments that potentially impact SA. Provision of export market intelligence in specified Manufacturing sectors and sub-sectors and/or country markets. ▪ Updating of trade and investment profiles for the 52 District Development Model (DDM) districts and metro areas. ▪ Analysis of exports competitiveness in both goods and services. ▪ Services content of industrial exports and insights on the role of services in building trade competitiveness. ▪ Policy and research briefs covering for example the impact of post COVID-19 and the prospects for export trade in Africa and beyond.

- 4.3 Up to 3 strategic research partners per theme will be appointed.
- 4.4 Bidders can submit proposals for more than one theme but should have the capacity to deliver on research requests if appointed to more than one theme.
- 4.5 In an event that bidders would like to apply for more than one theme, they must submit separate proposals for themes they are applying for.
- 4.6 Proposals should conform to the format in **Annexure A** of this ToR.

5. DELIVERABLES

5.1 The following minimum deliverables will be expected from work that will be commissioned under each area of work.

5.1.1 Research and economic analysis:

- a) **Substantive research reports:** these will be the outputs of primary and secondary research on a specific research topic; and providing recommendations to address the findings of the research commissioned. Depending on the scope of commissioned research, these reports can be for knowledge generation purposes or to inform specific interventions.
- b) **Position or occasional papers:** preliminary papers on a specific topic presented for the purposes of sharing ideas and eliciting feedback from relevant stakeholders and intended audience.
- c) **Economic policy briefs:** short analytical papers on important economic policy issues based on theoretical and empirical perspectives.
- d) **Economic modeling and scenario reports:** analytical reports which also provide policy implications and recommendation for the scenarios predicted.
- e) **Spatial economic planning reports:** reports that will map spatial economic activities and opportunities in selected regions.
- f) Peer review, editing, design, layout and publishing of internal research produced by the **dtic's** Economic Research Branch. This must be aligned to **the dtic's** corporate identity.

5.1.2 Skills and capacity development:

- a) Typical interventions under this objective will include but not limited to building **the dtic's** internal research and analytical skills through secondments, internships and training interventions.
- b) The SRPs will be required to appoint youth from designated/vulnerable groups as interns to support the Presidential Youth Employment Interventions.

6. RELEVANT QUALIFICATIONS, EXPERIENCE AND EXPERTISE

6.1 For ease of evaluating proposals, bidders must propose a project team consisting of **1 Team Leader** and **3 Senior Team members**. The project team should have the following minimum academic qualifications and relevant work experience:

Research analysis themes &	Team Leader minimum qualifications and experience	3 Senior team members' minimum qualifications and experience
<p>Theme 1: Industrial Policy</p>	<ul style="list-style-type: none"> • Postgraduate degree in Industrial Policy or Economics • 10 years' experience in industrial sector policy research and design, policy development, and development of strategies or developmental programmes. • 5 years' experience working with and advising South African government on policy and programmes. • Expert knowledge of the Theme. This must be evidenced by a minimum of 5 relevant projects completed or publications. <i>Copies of the executive summaries of the 5 projects reports or publications should be submitted with the bid</i> • In-depth knowledge of South Africa's industrial policy environment, key government socio-economic policies and priorities, industry dynamics, and industrial trends • Experience in the development of masterplans 	<ul style="list-style-type: none"> • Degree in Industrial Policy, Economics or related fields • Minimum of 5 years' experience each in conceptualising, designing and conducting mixed methods research studies. Knowledge of and experience in qualitative and quantitative research methods. Excellent skills and experience in writing research reports, position papers, and policy briefs. • Experience must be evidenced with a minimum of six (minimum of 2 per person) projects or assignments of relevant work done in these areas. The following information must be provided: name of project, year written, brief description, client). • Experience must be evidenced with a minimum of six (minimum of 2 per person) projects or assignments of relevant work done in these areas. The following information must be provided: name of project, year written, brief description, client).
<p>Theme 2: Economic Transformation</p>	<ul style="list-style-type: none"> • Postgraduate degree in Economics, Law, Commerce, or Development Studies • 10 years' experience in enterprise development research, policy research, policy development, and 	<ul style="list-style-type: none"> • Degree in Economics, Law, Commerce, Development Studies, or related fields • Minimum of 5 years' experience each in conceptualising, designing and conducting mixed

Research analysis themes &	Team Leader minimum qualifications and experience	3 Senior team members' minimum qualifications and experience
	<p>development of strategies or developmental programmes.</p> <ul style="list-style-type: none"> • 5 years' experience working with and advising South African government on policy and programmes. • Expert knowledge of the Theme. This must be evidenced by a minimum of 5 relevant projects completed or publications. <i>Copies of the executive summaries of the 5 projects reports or publications should be submitted with the bid</i> • In-depth knowledge of South Africa's industrial policy environment, key government socio-economic policies and priorities, industry dynamics, and industrial trends 	<p>methods research studies. Knowledge of and experience in qualitative and quantitative research methods. Excellent skills and experience in writing research reports, position papers, and policy briefs.</p> <ul style="list-style-type: none"> • Experience must be evidenced with a minimum of six (minimum of 2 per person) projects or assignments of relevant work done in these areas. The following information must be provided: name of project, year written, brief description, client).
<p>Theme 3: Spatial Industrial Development</p>	<ul style="list-style-type: none"> • Postgraduate qualification in Economics, Urban and Regional Planning • 10 years' experience in economic planning, urban and regional planning, provincial and local programme support, policy development, and development of strategies or developmental programmes • 5 years' experience working with and advising South African government on policy and programmes. • Expert knowledge of the Theme. This must be 	<ul style="list-style-type: none"> • Degree in Economics, Urban and Regional Planning, or related fields • Minimum of 5 years' experience each in conceptualising, designing and conducting mixed methods research studies. Knowledge of and experience in qualitative and quantitative research methods. Excellent skills and experience in writing research reports, position papers, and policy briefs. • Experience must be evidenced with a minimum of six (minimum of 2 per person)

Research analysis themes &	Team Leader minimum qualifications and experience	3 Senior team members' minimum qualifications and experience
	<p>evidenced by a minimum of 5 relevant projects completed or publications. <i>Copies of the executive summaries of the 5 projects reports or publications should be submitted with the bid</i></p>	<p>projects or assignments of relevant work done in these areas. The following information must be provided: name of project, year written, brief description, client).</p>
<p>Theme 4: Economic Modelling</p>	<ul style="list-style-type: none"> • Postgraduate qualification in Economics or Statistics with specialisation in Econometrics. • Minimum 10 years combined experience in applied microeconomics, data manipulation and interpretation, economic modelling, scenario planning and modelling, economic research/analysis and Economic modelling report writing. • In-depth knowledge of South Africa's economy, industrial policy environment, key government policies and priorities, industry dynamics, and industrial trends. • Expert knowledge of the Theme. This must be evidenced by a minimum of 5 relevant projects completed or publications. <i>Copies of the executive summaries of the 5 projects reports or publications should be submitted with the bid.</i> 	<ul style="list-style-type: none"> • Degrees in Economics, with majors in Econometrics or Statistics or related fields • Minimum 5 years combined experience in applied microeconomics; data manipulation and interpretation, economic modelling, scenario planning and modelling, economic modelling report writing, economic analysis,, and ability to interpret economic policy outcomes. In addition, they must have knowledge of South Africa's economy, industrial policy environment, key government policies and priorities, industry dynamics, and industrial trends. • Experience must be evidenced with a minimum of six (minimum of 2 per person) projects or assignments of relevant work done in these areas. The following information must be provided: name of project, year written, brief description, client).
<p>Theme 5:</p>	<ul style="list-style-type: none"> • Postgraduate qualification in Social sciences, Development studies, Development economics or 	<ul style="list-style-type: none"> • Degree in Economics, Development studies, Social sciences, Business

Research analysis themes &	Team Leader minimum qualifications and experience	3 Senior team members' minimum qualifications and experience
Monitoring & Evaluation	<p>Business administration with additional qualifications in Monitoring and evaluation</p> <ul style="list-style-type: none"> • 10 years' experience in socio-economic research, programme design, programme monitoring and evaluation, conducting impact assessment studies and M&E methods. • 5 years' experience working with and advising South African government on policy and programmes. • Expert knowledge of the Theme. This must be evidenced by a minimum of 5 relevant projects completed or publications. <i>Copies of the executive summaries of the 5 projects reports or publications should be submitted with the bid</i> • In-depth knowledge of South Africa's industrial policy environment, key government socio-economic policies and priorities, industry dynamics, and industrial trends. 	<p>administration, or related fields</p> <ul style="list-style-type: none"> • Minimum of 5 years' experience each in conceptualising, designing and conducting mixed methods research studies, evaluation studies and impact assessments. Knowledge of and experience in qualitative and quantitative research methods. Excellent skills and experience in writing evaluation reports, position papers, and policy briefs. • Experience must be evidenced with a minimum of six (minimum of 2 per person) projects or assignments of relevant work done in these areas. The following information must be provided: name of project, year written, brief description, client).
Theme 6: Trade and Investment	<ul style="list-style-type: none"> • Postgraduate qualification in Economics, International trade, Commerce or Investment finance • 10 years' experience in socio-economic research and surveys, economic analysis, trade and investment. 	<ul style="list-style-type: none"> • Degree in Economics, Development studies, Social sciences, Business administration, International trade, Finance, Commerce or related fields • Minimum of 5 years' experience each in conceptualising, designing

Research analysis themes &	Team Leader minimum qualifications and experience	3 Senior team members' minimum qualifications and experience
	<ul style="list-style-type: none"> • 5 years' experience working with and advising South African government on policy and programmes. • Expert knowledge of the Theme. This must be evidenced by a minimum of 5 relevant projects completed or publications. <i>Copies of the executive summaries of the 5 projects reports or publications should be submitted with the bid</i> • In-depth knowledge of South Africa's industrial policy environment, trade policy, key government socio-economic policies and priorities, industry dynamics, and industrial trends 	<p>and conducting mixed methods research studies. Knowledge of and experience in qualitative and quantitative research methods. Excellent skills and experience in writing research reports, position papers, and policy briefs.</p> <ul style="list-style-type: none"> • Experience must be evidenced with a minimum of six (minimum of 2 per person) projects or assignments of relevant work done in these areas. The following information must be provided: name of project, year written, brief description, client).

6.2 The Bidding Organisation Relevant Experience:

6.2.1 Bidding organisations must have extensive experience in advising the government of South Africa and conducting policy research in the relevant theme/s for which proposals are submitted. This must be evidenced by a list of 5 research assignments completed by the bidding organisation in the relevant research theme/s in the past 10 years; as well as 2 advisory assignments undertaken to advise government. The list should show the following information: *name of project, client and contact details, objectives of the project, dates conducted and outcome of the project*

6.3 All relevant information pertaining to experience and qualifications should be included and CVs of proposed team members must be provided. CVs should not be more than 10 pages.

6.4 **NB: the dtic** reserves the right to vet all documentation and information provided by bidders to prove their relevant experience and ability to perform the service.

7. CONDITIONS

7.1 Service Level Agreements will be signed with the successful bidders.

- 7.2 A Service Level Agreement is not a guarantee that an appointed partner will be given work.
- 7.3 Work will be commissioned as and when there is a need.
- 7.4 In commissioning work, the **dtic** will issue Terms of Reference and request a partner to submit a proposal.
- 7.5 Commissioning of work will be done on a rotational basis. The first assignment in a theme area will be allocated to the partner who scored the highest during the appointment phase and the second assignment to the partner who score the second highest and the third assignment to the partner who scored third during the appointment phase.
- 7.6 Estimated maximum number of hours per project will be specified in the TORs and partners will be required to strictly adhere to these estimates.
- 7.7 Submitted proposals will be evaluated for their responsiveness to the TOR and scored according to the set evaluation criteria. Proposals that does not reach the minimum score for functionality will not be accepted and the next strategic partner in the rotation will be requested to submit a proposal.
- 7.8 Proposed project team must participate actively and be available to perform services in accordance with the SLA and the project implementation plan. In instances where a proposed key staff member is not available to perform services at a specific period in time, the strategic research partner will be responsible to provide a replacement with similar qualifications and experience in order to guarantee the same standard of work to **the dtic**.
- 7.9 As previously indicated **the dtic** reserves the right to vet all qualifications and other documentation provided by bidders to prove relevant qualifications, experience and expertise prior to the appointment of a Service Provider;
- 7.10 Copyright and intellectual property rights to all documentation, reports etc. that emanate from this assignment will vest with **the dtic**.
- 7.11 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Not all bids will contain special 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.
- 7.12 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where possible, be returned unopened to the bidder.
- 7.13 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

- 7.14 The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.
- 7.15 The Bid Office Officials of the dtic may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 7.16 All communication between the bidder and the Bid Office Officials of the dtic must be done in writing.
- 7.17 Bidders must ensure that they are registered on the Central Supplier Database of the National Treasury as this is compulsory with effect of 1 April 2016 in order for bidders to be considered for bids.
- 7.18 Bidders must ensure that their tax matters are in order in line with the Preferential Procurement Policy Framework Act and the Treasury Regulations.
- 7.19 Bidders' whose tax matters are not declared to be in order will be disqualified.
- 7.20 Bidders' attention is drawn to the tax requirements stated on the SBD 1 form.
- 7.21 Where applicable acceptance of a bid will be subject to the condition that both the contracting firm and its personnel providing the service must be cleared by the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET (whichever one is stipulated in the relevant specification / ToR). Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require." (Minimum Information Security Standards. Chapter 5).
- 7.22 The points scored for functionality, price and B-BBEE points will be rounded off to the nearest 2 decimals as determined in the PP Regulations of 1 April 2017.
- 7.23 In cases where the tender invitation is subject to a pre-qualification requirement based on sub-contracting, then it is the responsibility of the tenderer to select competent sub-contractors that meet all the requirements of the tender in order to ensure that the bidders tender is not jeopardized by the subcontractor during evaluation. Bidders are responsible for all due diligence on their subcontractors.
- 7.24 In cases where above market related prices are quoted the right is reserved to negotiate with the three preferred bidders (three highest on final points for price and B-BBEE).
- 7.25 Bidders to take note that the award of the tender may be subject to price negotiation with the preferred bidder.
- 7.26 This bid is subject to the PP Regulations of 1 April 2017.
- 7.27 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

- 7.28 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 7.29 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. the dtic will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- 7.30 The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
- 7.31 Regulation 13 (c) of the Public Service Regulations 2016 determines that an employee shall not conduct business with an organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act. As this regulation prohibits public service employees from conducting business with an organ of state; either in a personal capacity or as a director of a private or public company, non-compliance with this regulation will lead to automatic disqualification of a bid.

the dtic reserves the right:

- 7.32 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
- 7.33 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 7.34 To accept part of a tender rather than the whole tender.
- 7.35 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 7.36 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 7.37 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 7.38 Award to multiple bidders based either on size or geographic considerations.

- 7.39 Bidders will be allowed to submit queries or request clarification up to one week prior to the closing date of this bid. Thereafter no queries / clarification requests will be responded to.

8. PRICE

- 8.1 Bidders must indicate professional hourly rates of the proposed project team consisting of 1 Project Leader and 3 Senior Team members on the **SBD 3.3** pricing schedule. The average hourly rates will be used to calculate the points for price.
- 8.2 The hourly rates quoted must be inclusive of VAT and quoted in RSA currency.
- 8.3 In accordance with National Treasury Instruction Note on Cost Containment Measures, rates of remuneration will be subject to negotiation, not exceeding the applicable rates as contained in the “Guide on Hourly Fee Rates for Consultants”, as issued by the Department of Public Service and Administration (DPSA).
- 8.4 The hourly rates as quoted on the **SBD 3.3** will form part of the Service Level Agreement and will apply in response to the **dtic’s** Request for Proposals.
- 8.5 There will be instances where additional resources such as research field workers, analysts etc will be required or form part of the project team for specific research projects/assignments in response to **the dtic’s** Request for Proposal, however, the hourly rates quoted for these additional resources will have to be in line with the “Guide on Hourly Fee Rates for Consultants”, as issued by the Department of Public Service and Administration (DPSA).
- 8.6 Where the commissioned projects have travel and accommodation cost implications (excluding normal overhead costs), these costs will be claimed in accordance with the government’s cost containment measures and the rates prescribed by the National Treasury. A travel schedule will have to be submitted to the **dtic** for approval. No unauthorised travel and accommodation costs will be reimbursed. Only economy tickets may be purchased and 3-star accommodation may be booked. Claims for kilometers may not exceed the rates approved by the Automobile Association of South Africa.
- 8.7 Any claims for travel and accommodation must be accompanied by receipts and boarding passes.
- 8.8 Any expenses incurred by the service provider due to Covid-19 will not be for the account of **the dtic**

9. the dtic OBLIGATIONS

- 9.1 **the dtic** Project Manager will serve as the contact person on all matters relating to the project;

- 9.2 **the dtic** Project Manager will review, evaluate and approve the services provided by the Service Provider against the Service Level Agreement on an ongoing basis and prior to payment is made;
- 9.3 **the dtic** will supply all reasonable, relevant, available data and information required and requested by the Service Provider for the proper execution of the services and such assistance as shall reasonably be required by Service Provider in carrying out their duties under this contract.

10. OBLIGATIONS OF APPOINTED PARTNERS

- 10.1 The appointed partners undertakes to act as an independent contractor in respect of the work;
- 10.2 Work closely with the Project Manager responsible for the project in **the dtic**;
- 10.3 Attend meetings when required by the Project Manager for the purposes of obtaining information or advice with regard to the work and assignments or any matters arising from or in connection therewith;
- 10.4 Be responsible for its own computers and technical literature to adequately perform all the functions;
- 10.5 Exercise all reasonable skill, care and diligence in the execution of the work and shall carry out their obligation in accordance with professional standards;
- 10.6 In all professional matters act as a faithful partner and advisor to **the dtic**, as well as respecting the laws and customs of any country and provinces in which any business in relation to the project is conducted;
- 10.7 Keep all information availed in the course of the project confidential and as the property of **the dtic**;
- 10.8 Sign a confidentiality declaration form, undertaking to keep all the information at his/her disposal as a result of being awarded the contract by **the dtic** strictly confidential;
- 10.9 Not disseminate any information gathered during the conduct of the project, publicize or release media statements in relation to the assignment;
- 10.10 Not distribute without prior written approval of **the dtic**, any information gathered during the conduct of the assignment as such information will remain the property of **the dtic**
- 10.11 Deemed to have been satisfied as to the correctness and sufficiency of the rates and prices set out in their bid for the services to be rendered;
- 10.12 Must plan and provide for all possible risks that may affect the delivery of the project on time and indicate what mechanisms are in place to manage such risks.

11. BID SUBMISSION AND EVALUATION PROCESS

11.1 The **80/20** principle and **two envelope / file system** will apply in evaluating the proposals in accordance with the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act; Act no 5 of 2000 that came into effect on 1 April 2017. The reason for applying the **two envelope / file system** is to ensure that price does not influence the evaluation of the functional proposals.

11.2 Two envelope system

The two-envelope system is based on the submission of the functional and financial proposals in two separate envelopes / files. **NO** financial / pricing information may be contained in the functional envelope as this will lead to automatic disqualification. Submission must be done as follows:

11.2.1 **Functional proposal:** Bidders must submit their functional proposal in a sealed envelope / file indicating the following details on the envelope / file:

- (a) Name of the bidder.
- (b) The name of the **Theme** the bidder is applying for.
- (c) Bid Number.
- (d) Closing date and time.

This envelope / file should **only** contain the functional / technical proposal and SBD forms (1, 4, 6.1, 8, 9 and General Conditions of Contract, as well as the original certified copy of the B-BBEE certificate or Affidavit) but **NO** financial/pricing information. **Financial / pricing information in a functional proposal will lead to automatic disqualification of that specific proposal.**

11.2.2 **Financial proposal:** Bidders must submit their **SBD 3.3** pricing schedule in a separate sealed envelope / file indicating the following details on the envelope / file:

- (a) Name of the bidder.
- (b) The name of the **Theme** the bidder is applying for.
- (c) Bid Number.
- (d) Closing date and time.

11.2.3 **FAILURE TO COMPLY WITH THE TWO ENVELOPE / FILE REQUIREMENT WILL AUTOMATICALLY INVALIDATE A BID.**

11.3 Bidders must submit separate bids if bidding for more than one **Theme**.

11.4 Each envelope must be clearly marked with the **Name of the Theme** for which a proposal is submitted.

11.5 Functional proposals should conform to the format in Annexure A of this TOR.

11.6 FAILURE TO INDICATE THE THEME A BIDDER IS APPLYING FOR WILL LEAD TO AUTOMATIC DISQUALIFICATION AS IT WILL NOT BE POSSIBLE TO EVALUATE THE BID WITHOUT THIS INFORMATION.

11.7 All bids will be evaluated in terms of the **two phase** process once the pre-qualifying of bids received is done. All bids received will be subjected to a pre-qualification process to determine compliance with compulsory requirements / conditions. All bids that pass the pre-qualification process will then be evaluated as follows:

11.7.1 **First phase: Functional evaluation.** This evaluation is based on the functional proposal submitted in envelope one (functional envelope). For this phase there is a cut-off score of 70% and only the proposals that score 70% and above during the functional evaluation will be considered during the second phase of evaluation.

11.7.3 **Second phase: Price and B-BBEE status level.** During the second phase all bids that scored 70% and above during the first phase (functional evaluation) will be considered for the second phase where points will be calculated for price and B-BBEE scores in accordance with the PP Regulations pertaining to the PPPFA, Act no. 5 of 2000 that came into effect on 1 April 2017. **Only the top three bidders scoring the highest total points per Theme will be appointed.**

Key scores:

Score	Description
0 – Non-compliant	No evidence provided to substantiate compliance
1 – Poor	Unacceptable, does not meet set requirements
2 – Average	Reasonable but not sufficient to fully satisfy the set requirements
3 – Good	Fully complies to the set minimum requirements
4 – Very Good	Above average compliance to the set requirements
5 – Excellent	Meets and exceeds the set requirements

PHASE 1: FUNCTIONAL EVALUATION

No.	Criteria	Weight	Rate (0-5)	Total Score
1.	Team Leader Qualifications & Relevant Experience (See paragraph 6 of the ToR)			
1.1	Team leader qualifications in the specific research theme.	10		
1.2	Team leader relevant experience in the specific research theme.	20		
2.	Senior Team Members Qualifications and Relevant Experience (See paragraph 6 of the ToR)			
2.1	Senior team members qualifications in the specific research theme.	10		
2.2	Senior team members relevant experience in the specific research theme.	20		

3.	Bidding Organisation's Relevant Experience (See paragraph 6 of the ToR)			
3.1	Bidding organisation's relevant experience in the specific research theme (minimum of 5 theme-specific relevant projects)	20		
3.2	Bidding organisation's relevant experience in advising the SA government (minimum of 2 assignments in advising the government of South Africa)	20		
	TOTAL	100		

PHASE 2: PRICE AND PREFERENCE POINTS

	<u>80/20 PRINCIPLE</u>	POINTS
1	<u>Price</u>	80
2	<u>B-BBEE status level of contribution</u>	20
	MAXIMUM POINTS	100

12. CONTRACTUAL PERIOD

- 12.1 The contract period is 3years. The commencement and end date will be specified in the Service Level Agreement.

13. ENQUIRIES AND CONTACT DETAILS

- 13.1 All technical questions should be directed in writing to the following official:

Mr. Kaemete Tsotetsi

Economic Research & Coordination Branch
Department of Trade, Industry and Competition
Email: KTsotetsi@thedtic.gov.za

- 13.2 All bid-related questions should be directed in writing to the following official:

Ms. Erica Dennis

Office of the Chief Financial Officer
Department of Trade, Industry and Competition
Email: Edennis@thedtic.gov.za

14. ANNEXURE A: FORMAT AND CONTENT OF PROPOSALS

In order to facilitate ease of evaluating submitted bids, bidders must submit their functional/technical proposal in the following format.

PROPOSAL COVER/TITLE PAGE:

- a) **Title:** Strategic Research Partners to the Department of Trade, Industry and Competition
- b) **Research Theme:** Name of the Theme the bidder is applying for (**Please note that Failure to indicate for which Theme/s a bidder is applying for will lead to disqualification as it will not be possible to evaluate the bid without this information.**)
- c) **Bid Number:** (as specified in the tender document)
- d) **Name of Bidder:** (Name of the bidding organisation)
- e) **Contact details:** (Physical address, telephone numbers and email address)
- f) **Closing Date:** (Closing date as specified in the tender document)

SECTION 1: INTRODUCTION & BACKGROUND

- a) Purpose of the proposal
- b) Brief description of the bidding organisation (e.g. type of business, core business, services, areas of specialisation, achievements etc.).
- c) Specification of the research **Theme** the bidder is applying for.

SECTION 2: DISCUSSION OF THE RESEARCH THEME

In this section, the bidder must discuss the research **Theme** and its importance to the mandate of **the dtic**; recent developments, trends, debates, methodologies and other relevant topics in this Theme. The purpose of this section is for the bidder to demonstrate that they are experts/authority in the field.

SECTION 3: RELEVANT QUALIFICATIONS, EXPERIENCE AND EXPERTISE OF THE PROPOSED TEAM

This section should provide **relevant qualifications and experience of the team** (1 Team Leader and 3 Senior Team Members). These should be summarised in a table and followed by a detailed description of the relevant experience of each proposed key team member in line with the requirements outlined in section 6 of the ToR.

Name of expert	Highest Qualification	Areas of Specialisation	Years of experience	Proposed position
e.g. J. Navashu	PhD (Economic)	Econometric analysis	15	Team Leader

		Poverty and inequality research & analysis Economic policy development & analysis		
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Relevant projects and publications completed by the Team Members (5 for the Team Leader and 2 each for the Senior Team Members) should be presented as follows. In addition, executive summaries should be submitted with the bid as evidence.

Name of team member	Name of project/ publication	Objectives of the project/ publication	Client contact details/ publisher	Dates conducted/ published
e.g. J Navashu	Development of an industrial finance strategy	To conduct a detailed analysis of the industrial financing landscape and develop a sustainable model for South Africa	The government's economic cluster	June 2014 – Jan 2015

SECTION 4: RELEVANT EXPERIENCE OF THE BIDDING ORGANISATION

Outline the relevant **Theme** experience of the bidding organisation as well as experience in working with and advising South African government.

List of 5 research assignments completed by the bidding organisation in the relevant research Theme/s in the past 10 years and 2 advisory assignments undertaken to advise government should be provided as per the table below. In addition, executive summaries should be submitted with the bid as evidence.

Name of project	Client & contact details	Objectives of the project	Dates conducted	Outcome of the project
e.g. Analysis of compliance of local government with the Municipal Finance Management Act	National Treasury	To determine compliance of municipalities' financial management practices to the MFMA and make recommendations for improving compliance	June 2012 – Jan 2013	As the result of the findings and recommendations of the study, NT developed a training programme for municipal accounting officers

SECTION 5: CONCLUSION

A concluding paragraph/s should reiterate the bidder's interest in the assignment and highlight any additional information that might strengthen their bid.

SECTION 6: ANNEXURES TO BE ATTACHED

- a) CVs of all proposed team members.
- b) Evidence of reports or publications by the proposed team leader and the bidding organisation.

PRICING SCHEDULE
(Professional Services)

THEME:.....	
NAME OF BIDDER:	BID NO. dtic 09/21-22
CLOSING TIME 11:00	CLOSING DATE: 26 NOVEMBER 2021

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)
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NB! PLEASE TAKE NOTE THAT FINANCIAL INFORMATION (PRICING) MUST NOT FORM PART OF YOUR FUNCTIONAL PROPOSAL, FINANCIALS MUST ONLY BE CONTAINED IN THE FINANCIAL PROPOSAL WHICH MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE / FILE. FAILURE TO COMPLY HEREWITH WILL AUTOMATICALLY INVALIDATE YOUR BID

- The accompanying information must be used for the formulation of proposals. Prices must be quoted in RSA currency and include VAT.

HOURLY RATES TARIFFS:

Proposed Team:	Name & Surname	YEAR 1 Hourly Rates	YEAR 2 Hourly Rates	YEAR 3 Hourly Rates
Project Leader		R _____	R _____	R _____
Senior Team Member 1		R _____	R _____	R _____
Senior Team Member 2		R _____	R _____	R _____
Senior Team Member 3		R _____	R _____	R _____
TOTAL		R _____	R _____	R _____
Average hourly rate per annum (Total ÷ 4 proposed team)		R _____ (A)	R _____ (B)	R _____ (C)
Average hourly rate for 3 years (A+B+C ÷ 3 years) (For price comparison purposes)				R _____

- Period required for commencement with project after acceptance of bid
- The Hourly rates quoted must be firm for the full period of the contract. Non-firm prices will not be considered and will lead to automatic disqualification of a bid. Please indicate whether the hourly rates quoted above are firm **YES / NO**

****Expenses:**

- Where the commissioned projects have travel and accommodation cost implications (excluding normal overhead costs), these costs will be claimed in accordance with the government's cost containment measures and the rates prescribed by the National Treasury. A travel schedule will have to be submitted to **the dtic** for approval. No unauthorised travel and accommodation costs will be reimbursed. Only economy tickets may be purchased and 3-star accommodation may be booked. Claims for kilometers may not exceed the rates approved by the Automobile Association of South Africa.
- Any claims for travel and accommodation must be accompanied by receipts and boarding passes.
- Any expenses incurred by the service provider due to Covid-19 will not be for the account of **the dtic**.

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



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

the dtic, 77 Meintjies Street, Sunnyside, Pretoria
Tel (012) 394 5000

IMPORTANT NOTICE

Bidders are hereby requested to submit tender documents in the following format:

1 X FUNCTIONAL PROPOSAL AND SBD 1, 4, 6.1, 8 & 9 FORMS, GENERAL CONDITIONS OF CONTRACT AND THE ORIGINAL / ORIGINAL CERTIFIED COPY OF THE B-BBEE CERTIFICATE OR AFFIDAVIT IN A SEALED ENVELOPE / FILE.

1 X FINANCIAL PROPOSAL SBD 3.3 FORM IN A SEPARATE SEALED ENVELOPE / FILE.

Bidders must please take note of the following:

- 1. NO FINANCIAL/PRICING INFORMATION MAY BE INCLUDED IN YOUR FUNCTIONAL PROPOSAL. FINANCIAL/PRICING INFORMATION MUST ONLY BE CONTAINED IN YOUR FINANCIAL PROPOSAL. FAILURE TO COMPLY HEREWITH WILL AUTOMATICALLY INVALIDATE YOUR BID**
- 2. FAILURE TO INDICATE THE THEME A BIDDER IS APPLYING FOR WILL LEAD TO AUTOMATIC DISQUALIFICATION AS IT WILL NOT BE POSSIBLE TO EVALUATE THE BID WITHOUT THIS INFORMATION.**