

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFP13/11/2022	CLOSING DATE:	01 December 2022	CLOSING TIME:	11:00am
DESCRIPTION	A baseline assessment and diagnostic evaluation of transformation in the National System of Innovation for a period of 10 months				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Supply Chain Management		CONTACT PERSON	SCM	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@dst.gov.za		E-MAIL ADDRESS	tenders@dst.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS					

SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder:	Bid number: RFP13/11/2022
Closing Time: <u>11:00</u>	Closing date: 01 December 2022

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

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

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

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

*Delete if not applicable

Name of Bidder:

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

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

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

*[DELETE IF NOT APPLICABLE]

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3. DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 20 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

initiate:

obtained.

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

machinery and includes other related value-adding activities.

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

2. Application

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

3. General

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

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such

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

10. Delivery and documents 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

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14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts

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thereof, without costs to the purchaser.

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's

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

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performance

time schedule prescribed by the purchaser in the contract.

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

22. Penalties

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

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

23. Termination for default

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

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

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

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

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

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fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and

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

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rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

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31. Notices

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

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

32. Taxes and duties

and 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

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INVITATION TO BID

PERSONAL INFORMATION AND THE POPI ACT

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

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

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

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

By providing us with your Personal Information, you consent to the DSI processing your Personal Information, which the DSI undertakes to process strictly in accordance with the abovementioned section 18 informed consent document for the DSI Supply Chain Management Unit.



(“The DSI”)

TERMS OF REFERENCE

**A BASELINE ASSESSMENT AND DIAGNOSTIC EVALUATION OF
TRANSFORMATION IN THE NATIONAL SYSTEM OF INNOVATION FOR A PERIOD
OF 10 MONTHS**

1. INTRODUCTION

- 1.1 The National Advisory Council on Innovation (NACI) is a statutory body, set up in terms of the NACI Act (Act No.55 of 1997), to advise the Minister, and through the Minister, Cabinet on all matters vital to science, technology, and innovation.
- 1.2 In accordance with section 3 of the NACI Act, and the 2019 White Paper on Science, Technology and Innovation, the NACI Council has embarked on an initiative to develop a programme to monitor transformation in the National System of Innovation (NSI). The Act requires the NACI Council to assist the government in advancing the following national objectives: (a) to improve and sustain a quality of life for all South Africans; (b) to develop human resources for science, technology and innovation; and (c) to contribute to economic growth and strengthen the country's competitiveness in the international sphere.
- 1.3 In 2020, NACI established a committee on transformation in section 8 (4a) of the NACI Act. The committee's task is to, amongst other things, define the transformation of and within the NSI in the context of NACI's mandate. Based on a diagnostic evaluation, understand root causes for limited inclusion, recommend possible solutions, and determine where NACI could prioritise change. Thus, through its committee, NACI seeks to collect primary and secondary data on transformation in the NSI.

2. BACKGROUND

- 2.1 There are, at present, no agreed-upon descriptions and parameters of "transformation of the NSI, and transformation within the NSI" as it relates to inclusion and demographic representation. Within the South African region - with South Africa having one of the unequal societies in the world - the concept of transformation itself has been contentious and poorly defined or understood. Boughey and McKenna (2021, p. 149), speaking within a Higher Education

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perspective but applicable across contexts, states that:

"One of the problems with the notion of transformation is that it has arguably been used to mask other things. For example, we have had the experience of calls for transformation being used to introduce regimes of accountability and monitoring, which are linked with managerialism. Yet another problem is that meanings of terms are not always shared and not sufficiently interrogated." Therefore, NACI needs to develop a comprehensive definition of transformation in the NSI that would be agreed upon by all NSI stakeholders.

- 2.2 The 1996 White Paper on Science and Technology emphasises transformation progress in science, technology and innovation activities, mainly in respect of demographics, e.g. the numbers of black people, women and people with disabilities participating in science, technology and innovation activities. On the other hand, the 2019 White Paper on STI emphasises is on inclusivity, transformation, partnerships and linkages independently, e.g. the need for an increased focus on inclusivity, transformation and partnerships in the NSI as an area of focus. In addition, the South African Human Rights Commission (SAHRC) has a broader perspective on what transformation should be. The SAHRC focuses on the Bill of Rights from the Constitution (e.g. pro-human rights budgeting, good governance and anti-corruption, access to schooling, health, safety etc.).
- 2.3 Furthermore, the 2019 White Paper refers to (i) the transformation of the research system by upgrading and expanding research infrastructure, (ii) addressing racial and gender transformation to unlock the full potential of South African society, (iii) transforming the demographic ownership profile of technology-based firms, in particular SMEs in South Africa. No clear-cut definition of what a transformed national system of innovation is provided for in a policy. Therefore, a relevant and comprehensive definition of transformation in the NSI is necessary to enable monitoring and evaluation to fulfil the NACI mandate.

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2.4 The NACI, through its monitoring and evaluation framework for the South African STI system (29 May 2020) and its proposed "Proto-framework of the SA STI scoreboard", have included a set of monitoring indicators that focus on demographic representation, amongst others. In addition, the two instruments list indicators that could be disaggregated to get a clearer view of transformation in and of the NSI. However, there is a need to develop a theory of change that will depict how to achieve the transformation to guide the selection of the most appropriate indicators for monitoring and evaluating transformation. The M&E Framework for the SA STI system (2020) refers to this as a "domain-specific" theory of change (p. 60) which will enable a "theory-based approach to M&E" (p.28).

Table 1: Overarching analytical framework and sub-dimensions of the Proto-framework of the SA STI scoreboard.

Inputs and enablers: Invest and expenditure	Public expenditure on R&D
	Innovation expenditure
	Venture capital
Inputs and enablers: Human capability	R&D Personnel and Researchers
	Academic staff (HE)
	Postdoctoral fellows
	Doctoral students
Inputs and enablers: Infrastructure and equipment	Research infrastructure and equipment
	ICT Infrastructure
	E-readiness
Flows and linkages	Knowledge flows and mobility
	Scientific collaborations
	Area-based connections
	Scientific networks
	Technology transfer
	Partnerships
Outputs (Students)	Bachelors graduates
	Honours students (HE)
	Masters students

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	PhD's
Outputs (Scientific publications)	Publications
	Authorships
Outputs (Technology)	Patents
	Trademarks
	Designs
	Plant breeder rights
	Exports (goods)
	Exports (services)
	Technology balance of payments (TBP)
Outputs (enterprises)	Innovative enterprises
	Innovation rates
	Innovation partnerships
Impacts (scientific)	Citation Impact
	Readership
	Altmetrics
	Educational impact
	Socio-economic relevance and impact
	Citations in clinical guidelines
Impacts (technological)	Technology transfer indicators
Impacts (economic and developmental)	Economic growth and wealth creation
	Inclusive development

Source: NACI M&E Framework for the South African Science, Technology and Innovation System (. 47 to p.53)

3. PROBLEM STATEMENT

- 3.1 South Africa remains one of the unequal societies. According to the latest available data (2015), South Africa has a GINI coefficient of 0,65 (StatsSA, 2020). Despite this, South Africa has a robust governance framework, a clear set of policies, a robust set of performing institutions and funding agencies, and a relatively successful record regarding innovation itself.

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- 3.2 However, the review of the 1996 White Paper on Science and Technology, for example, and monitoring and evaluation reports into selected indicators in the National System of Innovation (NSI) revealed that despite progress made, transformation in the NSI has been under-realised in many areas. In addition, the monitoring and evaluation report failed to articulate the reasons for slow progress, given the number of policy instruments implemented to address inequality, equity and discrimination.
- 3.3 Thus, NACI is expected to play a more prominent role in the monitoring and evaluation of the NSI to ensure that the system embraces this broader articulation of transformation as envisaged in the 2019 White Paper on Science and Innovation. First, however, there is a need to formulate a working definition of transformation that considers the vision of the White Paper on Science and Innovation relating to the transformation agenda in the NSI. NACI also needs to establish a baseline on identified transformation indicators.

4. PURPOSE OF THE EVALUATION

- 4.1 The purpose of these Terms of Reference (ToR) is to invite potential service providers to submit proposals to undertake a baseline assessment and diagnostic evaluation of transformation in the National System of Innovation (NSI). The study will be carried out as defined by the DPME (2019) National Evaluation Policy Framework p.23 and the DSI Policy, Programme & Project Evaluation Guideline and Standards for Evaluation¹.
- 4.2 The main objective is to assess the current situation of transformation in the South African NSI and the root cause of the issues. First, in support of the achievement of the main objective, the service provider will assist NACI in formulating a working definition of transformation **in and of** the NSI, which includes the vision of the 2019

¹ Accessible on: <https://www.dst.gov.za/index.php/resource-center/guidelines/3782-policy-programme-project-evaluation-guideline-and-standards-for-evaluation>

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White Paper on Science and Innovation related to the transformation agenda of the NSI. Secondly, the service provider is expected to propose a *theory of change for transformation in and of the NSI, with a list of suggested indicators to monitor progress*; and also propose appropriate methods to respond to the emerging transformation evaluation questions. The outcome of the diagnostic assessment will, in addition, enable the committee to propose an indicator framework through which the NACI Council will monitor transformation in the NSI.

- 4.3 This ToR sets the minimum requirements and conditions that should be met by the service provider who will support the NACI's Committee on Transformation in the NSI. Therefore, after the appointment of the service provider, the Department of Science and Innovation (DSI) will draft the Service Level Agreement (SLA) based on the ToR and the approved proposal for a contractual agreement.

5. FOCUS AND SCOPE OF THE EVALUATION

The appointed service provider will be expected to carry out the assignment as follows:

- 5.1 To conduct a quantitative baseline assessment of transformation in the NSI by compiling available data and reports on available transformation indicators in NACI's sphere of influence; detail the identified nature and root causes of the problems. The baseline assessment may involve the review of documents, key informant interviews, engagement with relevant indicator repositories in South Africa, quantitative analysis and data visualisation. The baseline assessment will serve as a helpful foundation to develop a set of indicators to monitor transformation.
- 5.2 As part of the diagnostic evaluation, the service provider should map NACI's sphere of influence as it relates to transformation, identify problems and possible solutions to the problems, define the diagnostic evaluation design, and collate baseline data. The NACI committee has already commenced a mapping exercise, which the

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service provider will review to improve the theory of change based on the mapping exercise by the service provider. The mapping exercise should identify agents that NACI needs to work with to secure advice on progress and roadblocks on the path towards transformation in the NSI.

5.3 These agents could include the DSI public entities such as the National Research Foundation, the Department of Higher Education and Training, other government departments such as the Department of Trade and Industry and Competition, and state-owned enterprises. In addition, the mapping exercise should consider the role NACI needs to play, as outlined in the 2019 White Paper on STI and the NACI Act. The mapping activity may include a document review and a workshop with relevant stakeholders.

5.3.1 The diagnostic evaluation will serve as a practical foundation on which set of indicators to monitor the South African NSI transformation. It will aim to understand the following:

5.3.1.1 What indicators and tools exist for the M&E of transformation and social transformation within STI?

5.3.1.2 What transformation dimensions do the NSI actors and agents currently measure?

5.3.1.3 Are there any other relevant transformation statistics available, and where? What do the available statistics tell us about the state of transformation in the NSI?

5.4 Furthermore, the diagnostic evaluation will be a good foundation for a theory of change. It may involve literature and document review, key informant interviews and comparative case studies. It will aim to understand the following:

5.4.1.1 How is transformation conceptualised, and with what aims within South Africa, the African regional and global innovation systems?

5.4.1.2 What do we mean by the transformation in the NSI (e.g. access to STEM, socio-economic transformation, employment equity, preferential procurement)?

5.4.1.3 What does the ideal state of transformation in the NSI look like?

Initiate:

- 5.4.1.4 What available transformation policies are there across the NSI?
- 5.4.1.5 What scope (parameters) is covered in the transformation policies across the NSI?
- 5.4.1.6 How do the current policies hinder/facilitate the inclusion of historically disadvantaged people, particularly women and persons with disabilities?
- 5.4.1.7 What are the barriers and enablers (critical assumptions) to the systematic implementation of transformation within South Africa's national innovation system?
- 5.4.1.8 Do we have any reports on the issues that affect transformation? If so, what do they tell us?
- 5.4.1.9 Are there implicit theories of change for the transformation of NSI?
- 5.4.1.10 Where are transformation policies succeeding within the South African regional and global innovation systems?
- 5.4.1.11 What indicators will best measure the effects of social transformation on the advancement of science, innovation and technology in South Africa

Please note that the list of key questions above is not exhaustive, the service provider is expected to propose evaluation questions and sub-questions in line with the evaluation purpose.

5.5 To review the current definition and propose an expanded definition to NACI of transformation **in** or **of** the NSI. NACI's committee on transformation has already commenced aspects of the work to define transformation. However, it might be necessary to review the definition based on the outcome of the diagnostic evaluation. The review of the definition may include a literature review, selected key informant interviews, and a workshop with relevant stakeholders. The NACI Council requires an appropriate definition of transformation in the NSI that is consistent with its mandate to monitor progress, evaluate the extent of change and advise the government of policy instruments necessary to direct change.

5.6 Overall, the service provider is expected to propose appropriate methods to

Initiate:

respond to the critical evaluation questions mentioned above and propose a *theory of change for transformation in the NSI with a list of suggested indicators to monitor progress*. Regarding the theory of change, it is crucial to understand how NACI will know that transformation is occurring and following a path supportive of national objectives, such as growth and competitiveness.

- 5.7 The proposed theory of change may involve key informant interviews and a workshop with relevant stakeholders. It is also envisaged that this evaluation exercise will utilise both quantitative and qualitative research methods. In terms of the relevant methods, it is required that a utilisation-focused evaluation approach be adopted where the service provider will engage all key stakeholders in the intervention for an objective and in-depth perspective.
- 5.8 Intended users and stakeholders of the evaluation: The following table depicts potential users of the evaluation results and how they will/may use the information:

Table 2: Likely Use of the Evaluation Results by Different Stakeholders

Stakeholder	Likely Use of the Results of the Evaluation
Minister of Higher Education, Science and Technology.	<ul style="list-style-type: none"> Advise the Cabinet/the NSI on the progress of transformation in the NSI.
DSI	<ul style="list-style-type: none"> The findings of the evaluation will be used to inform better decision making regarding the advancement of the transformation Agenda in the NSI, as well as providing documented evidence for the implementation of projects and programmes in future.
NACI	<ul style="list-style-type: none"> NACI Council will use the finding to advise Minister of Higher Education, Science and Technology on the progress of transformation in the NSI. Improvement in the development of a transformation indicator framework, which will be used to monitor and evaluate progress in the NSI
NSI Institutions	<ul style="list-style-type: none"> The evidence can be used to demonstrate progress and benefit the NSI in developing responsive policy to the challenges of transformation in the NSI.

Initiate:

6. BUDGET

- 6.1 The service provider should ensure that all prices charged include VAT, the bid proposal should indicate the total price, and the analysis of the costs should be in South African Rands.
- 6.2 The service provider should include a project budget outlining a scheduled cost associated with the proposed project, including timeframes with broad work breakdown structures. Payment of services rendered will be based on the deliverable; see the pricing schedule below:

Table 3: Payment Schedule

Disbursement	% of the total budget	Services provided
1 st payment	5%	On approval of the inception report by NACI.
2 nd Payment	15%	On the approval of the working Transformation definition and theory of change report
3 rd Payment	20%	On the approval of the report on Mapping of NACI's sphere of influence, which include compiling available data and reports on available transformation indicators in the NACI sphere of influence.
4 th Payment	30%	On approval of the NACI Transformation Indicator Framework
3 rd payment	30%	On approval of the final Diagnostic Evaluation Report The final report(s) should be submitted with all data records.

Initiate:

7. DURATION, TIMEFRAMES AND FORMAL CONTRACT

- 7.1 The successful service provider will be required to enter into a formal contract with DSI/NACI for a period of **10 months**. The contract/ service level agreement will become effective on the date of signature and will be initiated through a commencement meeting with the NACI Secretariat.
- 7.2 This Bid and all contracts will be subject to the General Conditions of Contract (GCC) issued in accordance with the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

Table 4: Deliverables and timeframes

Activity	Envisaged milestone
Submission of the inception report (including detailed methodology and project plan) to NACI.	Three Weeks after signing of SLA
Submission of the agreed working definition of transformation in and of the NSI and the theory of change report	2 months after the signing of the SLA
Submission report on Mapping of NACI's sphere of influence, which include compiling available data and reports on available transformation indicators in the NACI sphere of influence.	Three Months after the approval of the transformation definition
Submission of the NACI Transformation Indicator Framework	Three Months after the approval of the mapping report
Submission of final Diagnostic Evaluation Report	Two Months after approval of the NACI Transformation Indicator Framework
Contract closure and submission of final deliverables	One Month after the approval of the report

Initiate:

- 7.5 This Bid and all contracts will be subjected to the General Conditions of Contract (GCC) issued in accordance with the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 7.6 Qualifications and Experience required Evaluation Matrix – criteria: Detailed CVs that clearly indicate experience, qualifications and role of all team members must be included in the proposal. Minimum requirements of the key roles are provided under Table 4 below.

Table 5: Required roles, qualifications and experience

Roles: Key leaders	Qualifications	Experience
Evaluations specialist	Minimum: a Honours postgraduate qualification in M&E Advantage: A Masters postgraduate qualification in M&E	Minimum: Has worked on at least 5 national programme evaluations of any value and played a lead evaluator role in at least one evaluation of over R500, 000. Should have experience in Implementation Evaluations.
National Innovation System expert:	Minimum: a relevant Postgraduate qualification Advantage: Doctorate	Minimum: At least 5-10 years' experience in the health sector as well as appropriately relating the evaluation to current government policies. They should have not been a beneficiary of funding from SHIP.
Project Manager	Minimum Undergraduate degree Advantage: Project Management qualification or indication that a project management module was completed at undergraduate or postgraduate level	Minimum: Successfully managed and completed at least five projects of R500,000 or more.

* One team member can have more than one of the roles indicated.

* Score will be combined for all experts – All experts must meet minimum criteria stipulated above to receive a score of 3.

8. PROJECT MANAGEMENT

Initiate:

- 8.1 The successful service provider will be expected to provide an electronic progress report, and a meeting with the project management team in the NACI Secretariat, every quarter for the duration of the project.
- 8.2 A minimum of three progress report meetings with the NACI Committee assigned to the project per deliverable, the NACI Secretariat and the service provider. Although, NACI reserves the right to call the service provider to a meeting on the issues that may arise from the work of the project.
- 8.3 All report reports will be assessed for quality by the NACI Committee assigned to the project/ NACI ExCo and Council. Final approval of the report will be granted by the NACI Council

9. SCREENING FOR COMPLIANCE

- 10.1 During Phase 1, a short list will be established and the shortlisted service providers will be evaluated at phase 2. **Service providers must meet all the mandatory administrative requirements below to proceed to phase 2; failure to submit the following will result in disqualification**
- 10.2 Service provider is required to be registered on the Central Supplier Database (CSD) held by National Treasury.
 - a. Completed and signed SBD forms.
 - b. Service provider's acceptance of ToR by placing service provider's initials on each page.
 - c. Service provider's acceptance of terms and conditions of the Bid, by placing service provider's initials on each page of the General Conditions of Contract (GCC).
 - d. Submit an electronic version (email proposals to tenders@dst.gov.za).

Initiate:

10. ADMINISTRATIVE REQUIREMENTS:

11.1 The evaluation process will comprise of the following phases:

- a) Compliance with specifications/scope of work, terms and conditions of the Bid.
- b) Attach proven experience by providing a list of current and past contracts during the past 5 years which are relevant to the required service in the bid specifications, according to the template in Part A: Client Base. Only the relevant experience shall be considered for bid evaluation purposes. Reference screening will be undertaken to confirm the validity of referees provided.
- c) Detailed company profile, which clearly spells out the relevant experience (including year which company started to operate), knowledge and accreditation of the company as well as directorship.
- d) Implementation, communication plan and methodology plan.
- e) CV of key staff to be deployed into the project, with the statement that clearly outlines the nature of expertise offered, experience and references. Attach original certified copies of qualifications of staff to their CV's.

11.2 The evaluation process will consist of the following phases:

- a) Phase 1: Functionality Evaluation and Compulsory Presentation;
- b) Phase 2: Pricing and BBBEE Evaluation

11.3 The following rating values for evaluation will be used: Each panel member will rate each individual criterion on the score sheets as indicated for each phase, using the following scale:

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

Initiate:

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

Phase 1: Functionality Evaluation and C

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

PHASE 2: PROPOSAL					
Rating: 1 = Poor 2 = Average 3 = Good 4 = Very good 5 = Excellent					
CRITERIA					WEIGHTS
1. Project Plan Methodology and implementation plan (according to the DPME framework)					
a. Methodology:					
Inappropriate	Full description	In addition to 2,	In addition to 3,	In addition to 4,	20

Initiate:

design method ology and approaches	of the study design (including data collection methods, data analysis approaches, and reporting) and reporting to client	clear justification of the rationale behind the study design, methodology and related approaches	short comings / limitation associated with the overall approach to be followed in the study identified and the mitigation strategies	there is demonstration of innovative and originality of methodology and approach to addressing the overall study requirements	
1	2	3	4	5	
b. Project Implementation Plan:					
No, or poorly presented project plan	Project plan with clear milestones presented	Project plan with clear and realistic milestones, meeting timeframes described in the ToR, critical path identified and an indication of resources and allocation	In addition to 3, risks and corrective measures identified	In addition to 4, the plan demonstration of additional information addressing requirements of the study and an ability to access up-to-date and accurate data	20
1	2	3	4	5	
2. Responsiveness to the ToR					
Failure to demonstrate knowledge of the type of research work to be done	Demonstrates contextual knowledge of the type of research work to be required	In addition to 2, addresses the requirements of the ToR – Please refer to a section within ToR for guidance, section 5	In addition to 3, demonstrates broader understanding of transformation issues in relation to science, technology and innovation	In addition to 4, positioning of work to be undertaken within the context of the national system of innovation	10
1	2	3	4	5	

Initiate:

3.	Qualification and experience of the Key Evaluation Team				
a. Experience and expertise of the research team in successfully conducting baseline studies, diagnostic evaluations studies.					
No Postgraduate qualification in M&E	Post-graduate qualification	Honours post-graduate qualification	Masters in M&E	PHD in M&E	10
1	2	3	4	5	
No Postgraduate qualification of the baseline study specialist	Post-graduate qualification of the baseline study specialist	Honours post-graduate qualification of the baseline study specialist	Masters of the baseline study specialist	PHD of the baseline study specialist	10
1	2	3	4	5	
Managed successfully 1 project and does not have an undergraduate degree	Managed successfully (with client references attached)2-4 relevant projects and has undergraduate degree	Managed successfully (with client references attached) 5 relevant projects and has an undergraduate degree	Managed successfully (with client references attached) 6 -10 relevant projects and has a qualification/module in project management	Managed successfully (with client references attached) more than 11 relevant projects and has a qualification/module in project management	10
1	2	3	4	5	
b. Years of expertise of the team in conducting baseline studies and Diagnostic evaluations					
Has not undertaken any evaluations	Has successfully undertaken 1-4 evaluations	Has successfully undertaken 5 evaluations	Has successfully undertaken more than 6-10 evaluations	Has successfully undertaken more than 10 evaluations	10
1	2	3	4	5	
Has not undertaken any baseline studies	Has successfully undertaken 1-4 baseline studies	Has successfully undertaken 5 baseline studies	Has successfully undertaken more than 6-10 baseline studies	Has successfully undertaken more than 10 baseline studies	10

Initiate:

				studies		
	1	2	3	4	5	
TOTAL SCORE						100
MINIMUM THRESHOLD SCORE						60

11.9 Any proposal that does not meet a minimum score of **60** percent on functionality will be disqualified and will not be considered for the next phase.

Compulsory Presentation

11.10 Only service providers who scored 60 and above on functionality during the proposal evaluation (Phase 2), will be subjected to this phase of evaluation. Service providers are expected to score a minimum of 60 points and above in this phase of evaluation to be considered for the next phase.

11.11 **Presentation:** The short-listed bidders shall be expected to provide a compulsory presentation to the DSI team to clarify issues or questions that might arise during evaluation. Each presentation shall be for 30 minutes and shall not be scored but will be used to recommend a service provider.

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

PHASE 3: COMPULSORY PRESENTATION					
Rating: 1 = Poor 2 = Average 3 = Good 4 = Very good 5 = Excellent					
CRITERIA					WEIGHTS
1. The ability to deliver the project requirements and scope of work a. Understanding of the National System of Innovation and government systems in relation to the evaluation and can appropriately relate the evaluation to current political, policy and governance environment					30
Inappropriate design methodology and	Full description of the study design and	In addition to 2, clear justification of the rationale	In addition to 3, short comings / limitation	In addition to 4, there is demonstration of innovative and	

Initiate:

approaches pre sented	data analysis approach and reporting to client	behind the study design, methodology and related approaches	associated with the overall approach to be followed in the study identified and the mitigation strategies articulated	originality of methodology and approach to addressing the overall study requirements	
1	2	3	4	5	
2. Capacity Development a. Elements and building capacity of government partners					20
No indication of capacity development	Some capacity development included in proposal but not well though through	Well thought through strategy of how they would use junior government staff in the evaluation	3+ Interesting/inn ovative model for building capacity in evaluation of junior and potentially other government staff	4+ Evidence of capacity development reflection from previous clients	
1	2	3	4	5	
2. Report writing and Communication Write clear, concise and focused reports that are credible, useful and actionable, address the key evaluation questions, and show the evidence, analysis, synthesis, recommendations and evaluative interpretation and how these build from each other. Also ask dissemination of results					30
Inappropriate design methodology and approaches pre sented	Full description of the study design and data analysis approach and reporting to client	In addition to 2, clear justification of the rationale behind the study design, methodology and related approaches	In addition to 3, short comings / limitation associated with the overall approach to be followed in the study	In addition to 4, there is demonstration of innovative and originality of methodology and approach to addressing the overall study	

Initiate:

				identified and the mitigation strategies articulated	requirements	
	1	2	3	4	5	
4. Organization's/Individuals experience in conducting evaluations successfully.						20
	No letter of completion / testimonial from previous clients demonstrating successfully completed evaluation projects	Atleast 2 letters of completion / testimonial from previous clients demonstrating successfully completed evaluation projects	Atleast 3 letters of completion / testimonial from previous clients demonstrating successfully completed evaluation projects	Atleast 4 letters of completion / testimonial from previous clients demonstrating successfully completed evaluation projects	Atleast 5 letters of completion / testimonial from previous clients demonstrating successfully completed evaluation projects	
	1	2	3	4	5	
TOTAL SCORE						100
MINIMUM THRESHOLD SCORE						60

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

Phase 2: Price And BBBEE

Price inclusive of VAT will be evaluated as indicated below.

11.14 In terms of regulation 6 of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the DSI on the 80/20 preference point for Broad-Based Black Economic Empowerment in terms of which points are awarded to service providers on the basis of:

Initiate:

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

11.15 Service providers can only claim BBBEE credential; level, provided they submit an original or original certified BBBEE certificate.

11.16 The following formula will be used to calculate the points for price in respect of service providers with a Rand value up to R50,000,000.00:

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

Where:

- a) P_s = Points scored for comparative price of Bid under consideration
- b) P_t = Comparative price VAT inclusive of Bid under consideration
- c) P_{\min} = Comparative price VAT inclusive of lowest acceptable Bid

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

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

Initiate:

in the Regulations.

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

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

- a) A tenderer must submit proof of its B-BBEE status level of contributor.
- b) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but may only score points out of 80 for price; and scores 0 points out of 20 for B-BBEE.
- c) The points scored by a tenderer for B-BBEE will be added to the points scored for price; and the bidder scores the highest number of points will be considered for bid award.
- d) If the price offered by a tenderer scoring the highest points is not market-related, the Department may not award the Bid to that tenderer.
- e) The Department may negotiate a market-related price with the tenderer scoring the highest points or cancel the tender.
- f) If the tenderer does not agree to a market-related price, the Department may negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender.
- g) If the tenderer scoring the second highest points does not agree to a market-related price, the Department may negotiate a market-related price with the tenderer

Initiate:

scoring the third highest points or cancel the tender.

- h) If a market-related price is not agreed in all the aforementioned respects, the Department must cancel the tender.
- i) Points scored will be rounded off to the nearest 2 decimals.
- j) In the event that two or more bids have scored equal total points, the contract will be awarded to the service provider scoring the highest number of points for B-BBEE Status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- k) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

11. AWARDING OF THE BID

- 12.1 The Department of Science and Innovation (DSI) reserves the right to award the Bid in whole to one service provider.
- 12.2 The service provider will have to be Compliant with tax matters as per CSD or e-Filing.
- 12.3 The service provider will have to sign a Non-Disclosure Agreement, as the work done will be confidential.
- 12.4 All staff members to be appointed by the service provider will require a positive security clearance from the security agencies of the State.
- 12.5 The DSI and the service provider will enter into a service level agreement (SLA).
 - a) The SLA will be signed with a representative of the appointed service provider.
 - b) The agreed timelines, performance indicators and budget will form part of the SLA.
 - c) The original ToR and agreed amendments will be an annexure to the SLA.
 - d) The DSI will make payment as per the signed SLA.

Initiate:

12.6 The Service Provider must:

- a) Conduct business in a courteous and professional manner.
- b) Comply with all relevant employment legislation and applicable bargaining council agreement, including UIF, PAYE, etc. DSI shall monitor compliance for the duration of the contract and implement penalties for non-compliance, e.g. payment of cleaners in line with the relevant Sectoral Determination including payment for overtime work.
- c) Manage the internal disputes among his/her staff in such a way that DSI is not affected by those disputes.
- d) Ensure that all staff working under this contract is in good health.
- e) Comply with DSI policies, procedures and regulations.
- f) Ensure that all staff working under this contract is adequately trained prior to the commencement of the contract. Even the relievers must be fully trained before they are deployed to DSI. DSI reserves the right to order the immediate removal of a staff member who is poorly performing.
- g) Ensure that DSI is informed of any removal and replacement of staff. For security reasons, DSI reserves the right to vet all persons working under this contract.
- h) The service provider must submit to the Department of Science and Innovation (DSI), a **proposal** that includes an outline of the methodology to be applied in carrying out the project; the scope of the study; and a project plan inclusive of milestones and timeframes, as well as the estimated person/days for the completion of the project.
- i) The successful service provider is expected to submit an **inception report** to NACI, as a follow-up to the proposal, and a response to these ToR. The inception report should include a revised assessment plan, overall assessment design and detailed methodology and content structure for the final report. The inception report shall include literature review, data collection instruments and other tools, analysis plan, fieldwork plan and work/project plan.
- j) The successful service provider is expected to submit: PowerPoint Presentation

Initiate:

summarising an agreed definition of transformation in and of the NSI, as well as the mapping of the NACI Sphere of Influence.

- k) The service provider must submit before the end of the contract a quantitative baseline assessment report that contains an executive summary; background to the study; responses to the ToR items (objectives and purpose); analysis; key findings; recommendations; and appendices containing ToR, persons interviewed, all data collected, sources of data, etc.
- l) The service provider must submit before the end of the contract a diagnostic evaluation report that contains an executive summary; background to the study; responses to the ToR items (objectives and purpose); analysis; key findings; recommendations; and appendices containing ToR, persons interviewed, all data collected, sources of data, etc. The diagnostic evaluation report should be a full report accompanied by a second report in a 1/3/25² format (The 1/3/25 is what will be distributed widely, but the full report will also be posted onto the website. The font should be Arial 11-point, single space.
- m) The service provider is expected to produce a theory of change report that outlines the Theory of Change for transformation in and of the NSI, as well as a list of proposed monitoring indicators, that aligns with the proposed SA STI scoreboard in the DSI/ NACI Monitoring and Evaluation Framework for the South African Science, Technology and Innovation System.

12.7 DSI shall:

- a) Manage the contract in a professional manner.
- b) Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfill their duties.
- c) Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the contract.
- d) Not tolerate any unfair labour practices between service provider and their staff that

² 1:3:25 refers to a format that can be used to provide a consistent structure for final reports of any kind. The option allows for a one-page outline of the main messages that have come from the research, a three- page executive summary and 25 pages to present the findings and methodology used in a language that is clear and accessible to a non-research specialist.

Initiate:

- happen during the execution of the project activities.
- e) Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
 - f) Provide a storage facility for equipment and materials where possible.
 - g) If necessary, request the withdrawal of a staff member who poses a threat to DSI employees.
- 12.8 The service provider shall assume work upon the signing of the contract or upon approval by the Department.
- 12.9 The service provider will be responsible for ensuring that the agreed deliverables are produced to a quality standard, on time and within the budget.
- 12.10 The service provider will work in close collaboration with a DSI team, so as to ensure that the objectives of the department are accommodated by this project.
- 12.11 The service provider will solely be responsible for all administrative issues related to the project.
- 12.12 The service provider will attend regular meetings with the DSI/NACI throughout the duration of the project.
- 12.13 The service provider will be expected to conduct a briefing session with the DSI and all relevant stakeholders prior to the work being conducted and the whole team of the appointed service provider will be required to attend the briefing session.
- 12.14 The service provider will explain and elucidate the final report at a meeting arranged by the DSI/NACI.
- 12.15 The DSI/NACI will evaluate the draft final report and request the service provider to effect revisions and additions, if necessary, before the final payment is made.

Initiate:

12. FRONTING

- 13.1 DSI, in compliance with regulations, supports the spirit of Broad- Based Black Economic Empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DSI condemns any form of fronting.
- 13.2 DSI, in ensuring that service providers conduct themselves in an honest manner, will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry (DTI), be established during such enquiry/investigation, the onus will be on the service provider/contractor to prove that fronting does not exist. Failure to do so within 14 days from date of notification may invalidate the bid/contract and may also result in restriction of the service provider/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DSI may have against the service provider/contractor concerned.

13. PROPRIETARY RIGHTS

- 14.1 The proprietary rights with regard to copyright, patents and other similar rights that may arise from the service provider carrying out the assignment belong to the DSI.
- 14.2 The DSI will have unrestricted access to all material, data and information.

Initiate:

- 14.3 The service provider shall deliver any or all such material, data and information to the DSI upon request.
- 14.4 The final product of all work done shall, on completion of the project belong to the DSI.
- 14.5 The service provider shall agree that all rights, to be acknowledged, understood and adhered to by the service provider on acceptance of Bid including, without limitation, all intellectual and property rights in and any material, data or information including computer programmes, e- data and documentation related to the project belong to the DSI.

14. PROHIBITION OF RESTRICTIVE PRACTICES

- 15.1 In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a service provider(s) is (are) or a contractor(s) was/were involved in:
- a) Directly or indirectly fixing a purchase or selling price or any other trading condition
 - b) Dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or Collusive bidding.
- 15.2 If a service provider(s) or contractor(s), in the judgement of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the Bid (s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

Initiate:

- 15.3 Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any official or representative of DSI, other than SCM officials, in respect of this Bid between the closing date and the award of the Bid by the service provider is prohibited.
- 15.4 The Supplier shall not cede this Agreement without the written permission of DSI.
- 15.5 The Supplier shall not, without the prior written consent of DSI, subcontract the rendering of the Services to a third party.

15. SUBMISSION OF PROPOSALS

- 15.1 Please note due to Covid 19 there will be no deliveries at the DSI building. Proposals must be emailed to tenders@dst.gov.za.
- 15.2 The proposal must be clearly marked as follows:
Bid No: **RFP13/11/2022**
Description: **HEADING**
Bid Closing date and Time: **01 December 2022 at 11h00**
Name and Address of Service provider

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

16. COMMUNICATION

- 16.1 Any questions are to be submitted no later than **05 Days (Specify date)** before the closing date of the Bid. Proposals received after this date will not be entertained by DSI. All questions and answers will be published at www.dst.gov.za/tenders section.

Initiate:

- 16.2 After the closing date, only Supply Chain Management (SCM) Unit will communicate with service providers for, among others, where bid clarity is sought, to obtain information or to extend the validity period. See sub-par 12.3 for prohibited practice.
- 16.3 The results of a bid will be published in the same media as the advertisement and therefore communication will only be sent to successful service providers.
- 16.4 Enquiries related to the registration and submission of proposals must be directed to Supply Chain Management:
Demand & Acquisition Management
E-mail: tenders@dst.gov.za

Initiate:

PART A: CLIENT BASE

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

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

Initiate:

