



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

SPECIFICATION

Subscription to an off-the-shelf Global and Country Consumer-Based Industry online system to be utilized by the Department of Trade, Industry and Competition (the dtic) for a period of three (3) years

TABLE OF CONTENTS

Contents

1.	PURPOSE.....	3
2.	BACKGROUND	3
3.	OBJECTIVES.....	4
4.	SCOPE OF WORK / SPECIFICATION	4
5.	SPECIAL CONDITIONS.....	7
6.	PRICE	9
7.	the dtic OBLIGATIONS	9
8.	SERVICE PROVIDERS OBLIGATIONS	10
9.	EVALUATION PROCESS	10
10.	PRICE AND PREFERENCE POINTS	11
11.	CONTRACTUAL PERIOD.....	11
12.	ENQUIRIES AND CONTACT DETAILS.....	11

REQUEST FOR PROPOSALS

The Department of Trade, Industry and Competition (**the dtic**) invites interested service providers to submit proposals for subscription to an off-the-shelf Global and Country Consumer-Based Industry online system.

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

1. PURPOSE

- 1.1 The purpose of the specification is to subscribe to an off-the-shelf Global and Country Consumer-Based Industry online system that contains comprehensive research on countries, industries and consumer behaviour.

2. BACKGROUND

- 2.1 The Department of Trade, Industry and Competition (**the dtic**) is mandated with facilitating and promoting the South African economic growth that is characterised by competitiveness, equity, inclusiveness and decent employment. **the dtic's** strategic objectives are to:
- Facilitate transformation of the economy to promote industrial development, investment, competitiveness and employment creation;
 - Build mutually beneficial regional and global relations to advance South Africa's trade, industrial policy and economic development objectives;
 - Facilitate broad-based black economic participation through targeted interventions to achieve more inclusive growth;
 - Create a fair regulatory environment that enables investment, trade and enterprise development in an equitable and socially responsible manner; and
- 2.2 Access to credible information and economic data is integral to the work of Government and requires access to world-class, credible data and knowledge sources to assist with the implementation of its research agenda.
- 2.3 To this end **the dtic** therefore requires a subscription service to an off-the-shelf global online information system that would assist key branches of **the dtic** such as the Research Branch, Trade Branch, Exports Branch, and Investment and Spatial Industrial Development Branch. The information will assist the mentioned branches to identify key trade and investment opportunities in key consumer industries both locally and globally.

3. OBJECTIVES

- 3.1 The objectives for subscribing to an online global and country consumer-based industries subscription are as follows:
- 3.1.1 To understand global production trends on consumer based industries;
- 3.1.2 To assist **the dtic** to track and monitor consumer and industrial market information for any noticeable trade related trends and opportunities;
- 3.1.3 To assist **the dtic** with its localisation strategy on key industrial and consumer-based products.

4. SCOPE OF WORK / SPECIFICATION

- 4.1 The list below contains items that is a must (Mandatory).
- 4.2 If a bidder does not fully comply with each of the mandatory requirements, it shall be regarded as mandatory non-performance/non-compliance **WHICH WILL LEAD TO AUTOMATIC DISQUALIFICATION.**
- 4.3 If a mandatory field is not marked with an “X” under COMPLY it will be deemed not met and therefore non-compliant which will lead to automatic disqualification.

No.	MANDATORY SPECIFICATION REQUIREMENTS	Indication of Compliance (Please indicate compliance by marking with an “X” adjacent to each requirement in the column)	
		COMPLY	DO NOT COMPLY
1.	Information must be made available via the web (internet) to facilitate access of the information to dtic officials located locally and abroad.		
2.	Provide unlimited access to global and country consumer based industry information to the dtic . The subscription licencing must be corporate based.		
3.	The online subscription must cover the following regions: <ul style="list-style-type: none">- Africa and Middle East- Australasia- Asia Pacific- Latin America		

	<ul style="list-style-type: none"> - North America - Eastern Europe - Western Europe 		
4.	<p>The online subscription must provide access to reports and statistics of the following listed global and country consumer-based industries:</p> <ul style="list-style-type: none"> - Alcoholic drinks - Apparel and footwear - Cosmetics - Cannabis - Consumer appliances - Consumer electronics - Consumer finance - Consumer food service - Consumer health - Cooking ingredients and meals - Dairy products - Eyewear - Fresh food - Health and wellness - Home and garden - Home care - Hot drinks - Luxury goods - Nutrition - Packaged food - Packaging - Personal accessories - Pet care - Snacks - Soft drinks - Staple foods - Sports and entertainment - Tissue and hygiene - Tobacco - Toys and games - Travel 		

	<ul style="list-style-type: none"> - Green products which include among others: - Renewable energy components for Solar PV, wind turbines, bioenergy, green hydrogen and others. - All components of green cars including BEVs, PHEVs, Fuel cells and related components. - Other green transportation goods such as non-motorised bicycles and others. - Pollution abatement technologies such SO2 scrubbers, CO2 conversion or processing technologies. - Energy efficiency products. - Waste recycling and reuse technologies. 		
5.	<p>The online subscription must provide access to consumer-based industry reports and statistics on a global scale as per the below format:</p> <ul style="list-style-type: none"> - Region - Consumer category - Competitor analysis - Industry forecast 		
6.	<p>The online subscription must provide country based economic reports that provide the following information:</p> <ul style="list-style-type: none"> - <i>Business environment</i>- operational and regulatory environment for local business. - <i>Economy and trade</i>- economic, monetary and foreign trade indicators. 		
7.	<p>The online system must have the capability for all research and data (graphs or tables) to be downloaded in Microsoft Word, Excel and PDF formats.</p>		
8.	<p>A dedicated account manager must be made available to the dtic including providing one (1)</p>		

	group training session on the subscription per annum – beginning of contract year.		
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5. SPECIAL CONDITIONS

- 5.1 The service provider must provide a Service Level Agreement / License Agreement document to **the dtic** for consideration before the commencement of the service. A contractual relationship between **the dtic** and the successful bidder shall only come into being upon the parties signing a Service Level Agreement/License Agreement.
- 5.2 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Not all bids will contain special conditions of contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 5.3 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where possible, be returned unopened to the bidder.
- 5.4 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.
- 5.5 The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.
- 5.6 The Bid Office Officials of **the dtic** may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 5.7 All communication between the bidder and the Bid Office Officials of **the dtic** must be done in writing.
- 5.8 Bidders must ensure that they are registered on the Central Supplier Database of the National Treasury as this is compulsory with effect of 1 April 2016 in order for bidders to be considered for bids.
- 5.9 Bidders must ensure that their tax matters are in order in line with the Preferential Procurement Policy Framework Act and the Treasury Regulations.
- 5.10 Bidders' whose tax matters are not declared to be in order will be disqualified.
- 5.11 Bidders' attention is drawn to the tax requirements stated on the SBD 1 form.
- 5.12 Where applicable acceptance of a bid will be subject to the condition that both the contracting firm and its personnel providing the service must be cleared by the appropriate

authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET (whichever one is stipulated in the relevant specification / ToR). Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require.” (Minimum Information Security Standards. Chapter 5).

- 5.13 The points scored for price and specific goals (BEE Compliance, Local Procurement, HDI and SMME's) will be rounded off to the nearest 2 decimals as determined in the Preferential Procurement Regulations.
- 5.14 Bidders to take note that the award of the tender may be subject to price negotiation with the preferred bidder.
- 5.15 This bid is subject to the PPPFA and its Regulations.
- 5.16 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **the dtic** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- 5.17 The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
- 5.18 Regulation 13 (c) of the Public Service Regulations 2016 determines that an employee shall not conduct business with an organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act. **As this regulation prohibits public service employees from conducting business with an organ of state; either in a personal capacity or as a director of a private or public company, non-compliance with this regulation will lead to automatic disqualification of a bid.**
the dtic reserves the right:
 - 5.19 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
 - 5.20 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
 - 5.21 To accept part of a tender rather than the whole tender.

- 5.22 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 5.23 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 5.24 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 5.25 Award to multiple bidders based either on size or geographic considerations.
- 5.26 Bidders will be allowed to submit queries or request clarification up to one week prior to the closing date of this bid. Thereafter no queries / clarification requests will be responded to.

6. PRICE

- 6.1 The quoted price must be an all-inclusive price for the 3 year subscription
- 6.2 On the SBD 3.2 form, the price must be quoted per year and the three yearly prices must add up to the total price quoted.
- 6.3 On the SBD 3.2 form, Bidders must indicate the cost for training to **the dtic** officials as stipulated under mandatory item 8.
- 6.4 The quoted prices must be **inclusive** of VAT and quoted in RSA currency.
- 6.5 Proposals received based on ROE must be fixed (firm) prices linked to Rate of Exchange (**ROE**) ONLY. No price adjustments other than ROE will be considered on these prices over the three years.

7. the dtic OBLIGATIONS

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

8. SERVICE PROVIDERS OBLIGATIONS

- 8.1 The Service Provider undertakes to act as an independent contractor in respect of the work;
- 8.2 To work closely with the Project Manager responsible for the project in **the dtic**;
- 8.3 Attend meetings when required by the Project Manager for the purposes of obtaining information or advice with regard to the work and assignments or any matters arising from or in connection therewith;
- 8.4 The Service Provider will be responsible for its own computers and technical literature to adequately perform all the functions;
- 8.5 The Service Provider must exercise all reasonable skill, care and diligence in the execution of the work and shall carry out their obligation in accordance with professional standards;
- 8.6 The Service Provider must in all professional matters act as a faithful advisor to **the dtic**, as well as respecting the laws and customs of any country and provinces in which any business in relation to the project is conducted;
- 8.7 All information availed to the Service Provider in the course of the project must be deemed confidential and will remain the property of **the dtic**;
- 8.8 The Service Provider will be required to sign a confidentiality declaration form, undertaking to keep all the information at his/her disposal as a result of being awarded the contract by **the dtic** strictly confidential;
- 8.9 The Service Provider must not disseminate any information gathered during the conduct of the project, publicize or release media statements in relation to the assignment;
- 8.10 Any information gathered during the conduct of the assignment is the property of **the dtic** and may not be distributed without prior written approval of **the dtic**;
- 8.11 The Service Provider will be deemed to have been satisfied as to the correctness and sufficiency of the rates and prices set out in their bid for the services to be rendered;
- 8.12 The Service Provider must plan and provide for all possible risks that may affect the delivery of the project on time and indicate what mechanisms are in place to manage such risks.

9. EVALUATION PROCESS

- 9.1 A two-phase evaluation process will be followed.
- 9.2 **Phase one:** All proposals received will first be evaluated to determine compliance with the mandatory requirements of the bid as stated under paragraph. 4 of this specification. Bidders that fully comply with the mandatory requirements will pass through to phase two of evaluation.

- 9.3 **Phase two**: All bidders that passed phase one will be scored on price and specific goals in terms of the 80/20 principle.

10. PRICE AND PREFERENCE POINTS

- 10.1 The 80/20 principle will apply in evaluating the proposals in accordance with the latest Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act; Act no 5 of 2000. Award will take place in line with the PPPFA.
- 10.2 **NB**: Bidders that wish to claim preference points must do so by completing (in full) the SBD 6.1 form **AND** relevant **dtic** 6.1; **dtic** 6.3; **dtic** 6.4(b) **AND** provide the necessary proof for points claimed when submitting a bid.

11. CONTRACTUAL PERIOD

- 11.1 The period of subscription will be three (3) years. The commencement and end date will be specified in the Service Level Agreement/Licence Agreement.

12. ENQUIRIES AND CONTACT DETAILS

- 12.1 All questions relating to the specification should be directed in writing to the following official:
Mr. Doctor Mthombeni
Email: DMthombeni@thedtic.gov.za
- 12.2 All bid process-related questions should be directed in writing to the following official:
Ms. Yvette Cronje
Email: Ycronje@thedtic.gov.za
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