

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)</b>					
BID NUMBER:	DSI03A/2022-23	CLOSING DATE:	14 November 2022	CLOSING TIME:	11:00am
DESCRIPTION	Appointment of a service provider to create and manage the implementation of a catalogue of top 19 priority plant species associated with indigenous knowledge as a component of the Indigenous Knowledge Registration System over a period of 30 months				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
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	
<b>SUPPLIER INFORMATION</b>					
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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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: DSI03A/2022-23
Closing Time: <b>11:00</b>	Closing date: 14 November 2022

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

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

## PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of bidder: .....

Bid number: DSI03A/2022-23

Closing Time: **11:00**

Closing date: 14 November 2022

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

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

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

\*\* "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

2  
SBD 3.2

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

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

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

Where:

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

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

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

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

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

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

3  
**SBD 3.2**

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

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

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

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



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 interest<sup>1</sup> 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**

---

<sup>1</sup> 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 consortium<sup>2</sup> 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

---

<sup>2</sup> 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
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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:

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

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

(Tick applicable box)

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

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

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
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		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: .....

8.2 VAT registration number: .....

8.3 Company registration number: .....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

## WITNESSES

1. ....
2. ....

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

DATE: .....

ADDRESS .....

.....

.....



# **THE NATIONAL TREASURY**

**Republic of South Africa**



---

## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

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

initiate:

obtained.

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

machinery and includes other related value-adding activities.

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

## **2. Application**

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

## **3. General**

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

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

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

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

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

(b) a cashier's or certified cheque

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

**8. Inspections, tests and analyses**

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

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

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

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

initiate:



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

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

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

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

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

## **9. Packing**

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

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

initiate:

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

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

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

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

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

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

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

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

Initiate:  
\_\_\_\_\_

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

initiate:

thereof, without costs to the purchaser.

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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's**

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

initiate:  
\_\_\_\_\_

## **performance**

time schedule prescribed by the purchaser in the contract.

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

## **22. Penalties**

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

initiate:

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

**23. Termination for default**

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

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

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

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

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

initiate:

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

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

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

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

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

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

**24. Anti-dumping and countervailing duties and**

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

initiate:

## rights

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

### 25. Force Majeure

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

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

### 26. Termination for insolvency

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

### 27. Settlement of Disputes

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

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

initiate:  
\_\_\_\_\_



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

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

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

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

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

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

**28. Limitation of liability**

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

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

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

**29. Governing language**

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

**30. Applicable law**

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

initiate:

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

**33. National Industrial Participation (NIP) Programme**

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

**34. Prohibition of Restrictive practices**

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

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

initiate:  
\_\_\_\_\_  
\_\_\_\_\_

contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

initiate:

## **INVITATION TO BID**

### **PERSONAL INFORMATION AND THE POPI ACT**

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

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

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

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

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



**science & innovation**

Department:  
Science and Innovation  
REPUBLIC OF SOUTH AFRICA



(“The DSI”)

## **TERMS OF REFERENCE**

**Appointment a service provider to create and manage the implementation of a catalogue of top 19 priority plant species associated with indigenous knowledge as a component of the Indigenous Knowledge Registration System over a period of 30 months**

## 1. INTRODUCTION

The Department of Science and Innovation (DSI) has partnered with the National Department of Forestry, Fisheries and the Environment (DFFE) which is in partnership with the United Nations Development Programme (UNDP)-Country Office. The United Nations Development Programme (UNDP)-Country Office has made funds available to implement a project towards achieving the objectives of the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing, and the National Biodiversity Economy Strategy (NBES) titled: *“Development of Value Chains for Products derived from Genetic Resources in Compliance with the Nagoya Protocol on Access and Benefit Sharing and the National Biodiversity Economy Strategy”*.

The UNDP project as noted above, includes a funded element referred to as *“Output 3.1: Support the National Recordal System: One Stop Shop”*. This element (Output 3.1) is directed towards the creation and management of the implementation of a Catalogue of communities holding indigenous knowledge (IK) on top 19 priority species as a component of the Indigenous Knowledge Registration System (IKRS [*previously known as the National Recordal System*]) to be driven by the DSI. In addition, to the above, to also develop a Software Requirement Specification for future enhancement of the IKRS as a one stop shop technology platform to enable value chains that complies with the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization.

## 2. THE POLICY FRAMEWORK

### 2.1. International Protocols

South Africa ratified the Convention on Biological Diversity (CBD) in 1995 and the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (*in short Nagoya Protocol on ABS*) in 2013. The Nagoya

initiate:

Protocol on ABS is a legally binding agreement that outline a set of terms prescribing how one country will gain access to another country's genetic resources and how the benefits derived, will be shared. The Protocol provide measures to regulate and facilitate access to and the utilisation of the indigenous fauna and flora of a country as well as their associated traditional knowledge.

## 2.2. National Policy and Legislation

South Africa's Indigenous knowledge and Indigenous biological and genetic resource protection to an extent stems from both the CBD and the Nagoya Protocol noted above. It includes the National Environmental Management Biodiversity Act, 2004 (Act No. 10 of 2004), (NEMBA or Biodiversity Act), the Bio-prospecting, Access and Benefit Sharing (BABS) Regulations of 2008, and the Protection, Promotion, Development and Management of Indigenous Knowledge Act, 2019 (Act No 6 of 2019). Herein after referred to as the IK Act 6 of 2019. The access and benefit sharing (ABS) obligations created by NEMBA and the BABS Regulations relate to biological resources that are indigenous to South Africa. The BABS gives effect to the Nagoya protocol which essentially deals with access and benefit sharing relating to indigenous knowledge related to the biological resource. Within the NEMBA and BABS framework, top 19 priority plant species for bioprospecting were highlighted to form part of the UNDP project.

The IK Act (No 6 of 2019) provide for **access** and **conditions of access** to IK of communities; the facilitation and coordination of indigenous knowledge-based innovation; and any matters incidental thereto. The IKRS, an IK documentation and recordal initiative led by the DSI, stems from the mandate of the IKS Policy of 2004, and subsequently the IK Act 6 of 2019. The IKRS holds information on community IK in support of the IK Act. In regard to IK that's associated with the top 19 priority species and within the context of this project, the aim is to support the NEMBA and BABS, and in addition compliance to the CBD and the Nagoya Protocol, a Catalogue (as a component of the IKRS), to identify communities who hold IK that is associated with the top 19 priority species is necessary. In addition, also to develop a Software Requirement Specification for future enhancement

initiate:



of the IKRS as a one stop shop technology platform to enable value chains that complies with the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization.

### **3. THE CATALOGUE ON TOP 19 PRIORITY PLANT SPECIES ASSOCIATED WITH I NDIGENOUS KNOWLEDGE AS A COMPONENT OF THE IKRS**

The IKRS support communities to document IK with an overall aim to protect their knowledge from unauthorised use and misappropriation, promote public awareness and understanding of IK for the wider application thereof, and to create catalogues and registers through documenting and recording IK held by communities. The IKRS further supports the IK Act No 6 of 2019, and in complementary the NEMBA (Act No 10 of 2004) and the Bioprospecting Access and Benefits Sharing (BABS) Regulations (2008) of the DFFE, and complies to the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing. The IKRS initiative provides a secure knowledge and information communications technology (ICT) platform, known as the National IKS Management System (NIKMAS) which facilitates the documentation of IK through established provincial IKS Documentation Centres.

The creation and the management of the implementation of a Catalogue on the top 19 plant species will be **a component of the IKRS**, funded by the UNDP project under element “*Output 3.1: Support the National Recordal System: One -Stop-Shop*”. It will implement a Catalogue of community IK that is associated with top 19 priority plants in identified communities through cataloguing community IK, identification of the scientific names of the top 19 priority plants associated with the IK to obtain legal certainty of the species, the development of Bio-cultural Community Protocols (BCPs), and the development of a Software Requirement Specification to enable a one stop shop technology platform as a future enhancement to the IKRS.

initiate:

#### **4. PROBLEM STATEMENT**

South Africa has a strong IK base, but its Bioprospecting economy is yet to fully realise the potential that this represents in terms of accelerating scientific discovery and product development. While legal and policy frameworks are largely in place for safeguarding IK in South Africa's bioprospecting and IK sector, practical experiences of success involving partnerships among indigenous and local communities, industry and the scientific community are few and far between.

DSI has invested in the establishment of a national system known as the IKRS, which records IK in participating communities to ensure its protection, promotion, development and management in line with IK Act No 6 of 2019. However, there has not yet been a realisation of facilitating a value chains output that derives from documented IK to ensure benefit sharing accrues to communities when their documented IK is used in R&D.

The project seeks to address the identification and documentation of communities' IK on the NEMBA identified top 19 priority plant species to ensure that apart from protecting the indigenous knowledge, the bioprospecting-economy is supported through projects that will be implemented so that equitable benefit sharing accrues to rightful communities who owns such knowledge when accessed and used for bioprospecting.

#### **5. PURPOSE**

The purpose of this Terms of Reference is to appoint a suitable Service Provider to create and manage the implementation of a Catalogue of the top 19 priority plant species associated with indigenous knowledge as a component of the IK Registration System (IKRS) over a period of 30 months.

initiate:

## 6. OBJECTIVES

The service provider in close coordination with DSI, will provide administrative and resource management of the project finances and the implementation of the creation and management of a Catalogue of top 19 priority plant species associated with indigenous knowledge as a component of the IKRS; develop Bio-Cultural Community Protocols; and develop a Software Requirement Specification to enable a one stop shop technology platform as a future enhancement to the IKRS. Effective co-ordination and implementation of the various sub-projects and their interdependencies, and the management of any risks and other issues that may arise is required.

High-level objectives include:

- (i) Develop Bio-Cultural Community Protocols (BCPs). This include facilitating and managing workshops with communities to develop and compile the BCPs.
- (ii) Create a Catalogue of community IK that is associated with top 19 priority plants in identified communities. This includes the compilation of community IK catalogues associated with the top 19 priority plant species using the IKRS data collection tools in 4 provinces with identified communities.
- (iii) Manage the Human Resource (HR) component and payments of appointed IK field workers.
- (iv) Develop a Software Requirement Specification to enhance the IKRS to enable a future one stop shop technology platform. The DSI already developed a concept paper. The concept paper provides the minimal requirements for a one-stop-shop technology platform. The development of the Software Requirement Specification includes reviewing the current DSI IKRS, the DFFE Permit System; hold a series of stakeholder consultations to scope the Software requirements specification document; and drafting the Software Requirement Specification. The Service Provider may either conduct this activity themselves or sub-contract it. Should this activity be sub-contracted, the responsibility lies with the Service Provider to manage the sub-contractor to deliver on the activity.

initiate:

## 7. THE SCOPE OF THE PROJECT AND DELIVERABLES

### 7.1. Project Scope

The Service Provider will be required to project manage, implement and deliver on the following scope of the project over 30 months:

- PART 1- Project Inception Report and Meeting
- PART 2- Develop x4 Bio-cultural Community Protocols (BCPs) with and for DSI identified communities.
- PART 3- Create a Catalogue of top 19 priority plant species associated with community IK in 4 Provinces (Mpumalanga, Limpopo, Free State and Northern Cape) in identified communities.
- PART 4- Manage the Human Resource (HR) component and payments of appointed IK field workers.
- PART 5- Develop a Software Requirement Specification for the future enhancement of the IKRS to enable an electronic one-stop-shop technology platform

### 7.2. Project Deliverables

The expected project deliverables refer to the above-mentioned project scope and can be grouped in the following project Parts:

#### 7.2.1. **PART 1: Project Inception Report and Meeting (Year 1)**

Develop a detailed inception report and present it within 2 weeks of successful appointment at the inception meeting. The Project inception report to include but not limited to: Agreed scope of Service, Project methodology, Project team and resources (allocation), Project Workplan, Project Stakeholder engagement proposal, Project

initiate:

Governance, and Project finances (cashflows/drawdowns (including the hours per resource and total cost per phase).

**7.2.2. PART 2: Develop x4 Bio-cultural Community Protocols (BCPs) with and for DSI identified communities. The BCPs forms part of the IK Registration System (IKRS) processes and aims to set out the customary values, rights and rules about bio-cultural heritage within a community. (Year 1, Year 2 and 6 months)**

The Service Provider will be required to develop x4 BCPs that include a minimum of 12 workshop sessions over the course of 30 months. During the development of parts of the BCP work, during the Year 1, the Service Provider is expected to convene a minimum of 6 community engagement workshops with x2 identified communities to commence the BCP development process. The introduction of the BCP process will be done together with the Service Provider and the DSI. Engagements are expected to be in-person, dependent on the country's Covid-19 status. During the Year 2, a minimum of 6 community engagement with an additional x2 identified communities' workshops to commence the BCP development process, whilst the finalization of the BCPs that was introduced in year one is completed.

*Activities:*

- Project management and execution of the development of x4 BCPs.
- Coordinate logistics, such as scheduling, travel arrangements and-or accommodation for stakeholders who participate in the BCP workshops.
- Facilitate BCP workshop sessions (minimum x12) in x4 communities over a period of 30 months. The scope of the BCP workshop sessions in the 1<sup>st</sup> and 2<sup>nd</sup> year of project execution should cover:
  - Introductory meetings with (x2) communities per annum.
  - Conduct 1<sup>st</sup> BCP workshop (x2) communities per annum.
  - Conduct 2<sup>nd</sup> BCP workshop (x2) communities per annum.
  - Annual progress report on BCP workshops initiated in x2 communities per annum.

initiate:

- Reports for each BCP workshop activity per community concluded and approved by DSI.
- Development and compilation of x4 BCPs.
- Provide monthly, quarterly and annual progress and expenditure reports to the Department on the funded activities.

**7.2.3. PART 3: Create a Catalogue of top 19 priority plant species associated with community IK in identified communities in 4 Provinces: Mpumalanga, Limpopo, Free State and Northern Cape provinces (Year 1, Year 2 + 6 months)**

The Service Provider will be required to manage and provide tools and documentation material to IK field workers to perform their work effectively to deliver quality work and outputs. Ensure the provision of administrative (clerical, email, arranging meetings, travel and logistics) and resource support for capacity building workshops of IK field workers. Manage the work of the IK field workers to create a Catalogue of community IK associated with top 19 priority plants in identified communities in Mpumalanga, Limpopo, Free State and Northern Cape provinces. The Catalogue Software Application, data collection and legal forms will be provided by the DSI. The capacity building workshops on the documentation process will be facilitated by the DSI, and the scientific names process by South African National Biodiversity Institute (SANBI). The Service Provider are required to provide administrative, logistics and resource support for the capacity building workshops. It is important to note that the BCP development forms the pre-cursor to the IK catalogue development.

**Activities:**

- Procure recording equipment (Laptop, camera, camera accessories, and laptop bag (once off) for IK field recorders.
  - Minimum requirement of the recording equipment to be procured to enable loading and operation of the Catalogue Software Application:

initiate:

<b>Laptop Specification</b>	<b>Description</b>
CPU	<b>I5 8<sup>th</sup> Generation</b>
Ram	8GB
Hard disk	1TB
Screen	15.6inch
Ethernet port	Required
Operating System	Windows 10 Home
Extra	External 1TB USB Hard drive

<b>Camera Specification</b>	<b>Description</b>
GPS	Built in GPS
Pixels	30 Megapixels or more
Memory Card	64GB
Connector	USB Connector
Extra	Rechargeable battery

- Coordinate capacity building (*logistics, travel arrangements and accommodation, for IK field workers to attend documentation training and meetings; printing and photocopying of training materials; workshop venue booking, etc*) to support IK field workers to document IK and Scientific plant collection in the proximity of the participating community-ies.
- Provide administrative and resource management support to the activity (specimen collection) on the implementation of IK documentation and scientific plant species identification to obtain legal certainty of plant species associated with documented IK in the project.
- Provide administrative and logistics support to IK fieldworkers to attend data quality assessment workshops of IK documented in a community (-ies).
- Provide administrative and logistics support to IK field workers to upload the documented IK in the IKRS at an IKS Documentation Centre established in the Province.

initiate:

- Compile evidence reports of documented IK associated with the top 19 priority plant species in identified communities in using the IKRS data collection tools.

**7.2.4. PART 4: Manage the Human Resource (HR) component and payments of appointed temporary IK field workers (Year 1, Year 2).**

The Service Provider will be required to manage the appointment, management and remuneration of temporary IK field workers. Temporary IK field workers to be appointed for a term within a specific Province.

*Activities:*

- Advertise and appoint temporary IK fieldworkers in the 4 Provinces to record IK documentation work in the identified communities.
- Advertise temporary IK fieldworker's positions with experience in data collection who has a matric or higher education level.
- Provide administrative support for interview sessions and in partnership with DSI, interview and appoint IK fieldworkers to document IK associated with identified plant species in communities in South Africa.
- Manage the remuneration of appointed IK field workers within the relevant South African labour law requirements:
  - Maintain a monthly Payment Register on all active IK fieldworkers per month as per signed attendance registers, inclusive of the amounts.
  - Validate and verify IK fieldworkers' work attendance registers that are duly signed, accurate and complete prior to reporting to DSI.
- Provide monthly, quarterly and annual progress and expenditure reports to the Department on the funded activities.

initiate:



**7.2.5. PART 5: Develop a Software Requirement Specification for the future enhancement of the IK Registration System to enable an electronic one-stop-shop technology platform (Year 1).**

The Service Provider will be required to conduct a detailed analysis of the IK Registration System and define more precisely the real needs of users and enhancement of the system to enable a future one stop shop technology platform. The concept paper is to be treated as a frame and minimal functional requirement, and the Service Provider is required to scope detailed functional and non-functional requirements of such a system. Project teams from the DSI and DFFE will fully cooperate with and assist the Service Provider to conduct the analysis and requirements in the most efficient and effective manner.

*Activities:*

- Planning and Analysis: Review the IK Act (No 6 of 2019), NEMBA and BABS, DFFE Permit System, the current IKRS system; and the One Stop Shop Technology Platform Concept;
- Conduct stakeholder consultations and information gathering to scope the users' needs and software requirements;
- Draft the Software Requirement Specification of which content should cover:
  - The Purpose
    - Audience and Use
    - Scope of the System
  - The Overview
    - Users' needs
    - Assumptions and Dependencies
    - List of relevant documents
  - System Requirements and Features
    - System Features
    - Market Requirements
    - Business Requirements
  - User Interface (UI) Requirements
  - Functional Requirements

initiate:

➤ Nonfunctional Requirements

- Present the draft Specification to DSI and DFFE team. Any amendments must be updated prior to DSI approval, sign-off or payment of invoices.

## 8. TEAM COMPOSITION

Detailed CVs that clearly indicate experience and qualifications of the Project Manager and all team members must be included in the proposal. Minimum requirements are provided under 8.3.

### 8.1. Expertise of the Project Team Leader

The Project Manager is the person under whose direction the service is to be provided. The qualification and experience of the Project Manager is key to the successful delivery of the services required.

### 8.2. Expertise of key team members

Team members must demonstrate adequate experience through the number, and types of projects undertaken.

### 8.3. Minimum Requirements

Roles	Qualifications	Experience
Project Manager	<b>Minimum:</b> 3-year tertiary qualification in social sciences	<b>Minimum:</b> Has worked as part of a team on at least 2 similar projects, was the lead in at least one such project. Has project management and finance accounting experience. Successfully managed and completed at least one similar project
Other team members	<b>Minimum:</b> Any 3-year qualification	<b>Minimum:</b> At least 1 member has worked and managed administration of at least 2 similar projects with relevant experience in administrative capacity.
		<b>Minimum:</b> At least 1 team member with experience in Bio-cultural community protocol

initiate:

		<b>Minimum:</b> At least 1 team member with experience in implementing similar/related community projects
--	--	---

## 9. FACILITIES FOR THE PROJECT

Given the nature of the project, key resources required to achieve the expected results will mostly consist of the development of the BCPs, managing stipend payments to temporary IK fieldworkers, their travel expenses, implementation of activities by the Service Provider or through the appointment of sub-contractual services. In executing the outputs of the service, the service provider must ensure that they are adequately resourced in terms of:

- Office base with administrative services and financial accounting support.
- Communication facilities: Telephone, photocopier/fax support, computer and e-mail connectivity facilities.

## 10. PROJECT GOVERNANCE

The service provider will be expected to submit an electronic progress report on a monthly basis for the duration of the project.

A minimum of eight (8) progress report meetings per annum will be convened between the DSI project management team and the service provider for progress reporting. This however, will not replace regular email or telephone communication, should this suffice.

Progress reports, final reports and outputs for each activity will be analysed by the DSI, and final approval of the report will be granted by the DSI before any processing of invoices.

initiate:

## **11. INSTITUTIONAL/ MANAGEMENT ARRANGEMENT**

This project will be implemented under the leadership and guidance of the Department of Science and Innovation (DSI). The successful bidder will be required to assign a focal point who will work in overall coordination with and report on the project outputs and deliverables directly to DSI. Should any of the activities be sub-contracted, the accountability lies with the Service Provider to manage them to ensure that all outputs are delivered.

## **12. MONITORING, REPORTING AND ADMINISTRATIVE REQUIREMENTS AND PERFORMANCE MANAGEMENT**

### **12.1. Project Steering Committee**

A project Steering Committee will be established and will compose of the Department of Science and Innovation (DSI) Indigenous Knowledge Directorates and/ or DFFE. Chaired by the DSI, the Steering Committee will be responsible for overseeing the project including approving the main deliverables. There will be standard Project Steering Committee meetings every 2 months to ascertain project process. The Service Provider will also be required to attend related project meetings as and when required by DSI.

The DSI will make payments based on recommendation and approval of deliverables by the Steering Committee.

### **12.2. Reporting Requirements**

The DSI is the Commissioning Department, and the successful service provider shall report to Ms Shumi Pango (DSI) and Ms Carol van Wyk (DSI) or their nominated DSI alternative in respect to content matters. Mandatory meetings will be held prior to each project task implementation to ensure adequate detailed scoping, in addition hold

initiate:

meetings to review draft documents and final approval. The successful service provider shall:

- a) Provide key performance and financial reports to the Department on a monthly, quarterly and annual basis in accordance with agreed Service Level Agreements and in line with agreed reporting formats and protocols.
- b) Ensure close out reports, within 10 days after final delivery of each project activity.
- c) Ensure Legal compliance of various aspects and levels of the project.
- d) Adhere to the project's critical path and accurate budget control.
- e) Maintain all supporting documents and records required and keep these available for audit purposes.
- f) In terms of HR management administration of IK field workers, the following is required:
  - a. Maintain a payment register on all active IK field workers for the month as per signed attendance register, inclusive of amounts
  - b. Validate and verify IK fieldworkers' attendance registers that are duly signed, accurate and complete.
  - c. Submit, together with quarterly report, validated, verified and signed-off as approved IK fieldworkers' attendance registers to the Department (copies) and file and maintain original copies.

DSI will undertake monthly and quarterly monitoring of the project and undertake financial oversight as part of its quality assurance.

In addition, monthly progress review meetings will be mandatory between the appointed Service Provider and the DSI (and where relevant together with other partners relevant to the project). The monthly progress meetings will be deemed part of the normal Scope of work. Timelines of such meetings will be concluded, after the signing of the Service Level agreement.

initiate:

### 13. DELIVERABLES AND PAYMENT SCHEDULES

Deliverables	Indicative Milestones	Payment % (of overall budget)
<b>Start date and inception meeting</b>	1 week	-
<b>PART 1: Project Inception Report and Meeting</b>	2 weeks	5% initiation fee
Approval of inception report, SLA and Revised Proposal		
<b>PART 2: Develop x4 Bio-cultural Community Protocols (BCPs) with and for DSI identified communities. The BCPs forms part of the IK Registration System (IKRS) processes and aims to set out the customary values, rights and rules about bio-cultural heritage within a community. <u>(Year 1, Year 2 and 6 months):</u></b>		
<b>Year 1:</b>		
<ul style="list-style-type: none"> <li>Initiate BCP introductory meetings with x2 communities</li> <li>Conduct 1<sup>st</sup> BCP workshop (x2) communities</li> <li>Conduct 2<sup>nd</sup> BCP workshop (x2) communities</li> </ul>	12 months	7.5%
<ul style="list-style-type: none"> <li>Annual Report on BCP workshops initiated in x2 within 3 months</li> </ul>		7.5%
<b>Year 2:</b>	12 months	
<ul style="list-style-type: none"> <li>Initiate introductory meetings with x2 communities</li> <li>Conduct 1<sup>st</sup> BCP workshop (x2) communities</li> <li>Conduct 2<sup>nd</sup> BCP workshop (x2) communities</li> <li>Annual Report on BCP workshops initiated (x2) communities</li> </ul>		7.5 %
		7.5%
<b>Year 3: (6 months)</b>		
<ul style="list-style-type: none"> <li>Finalisation and compilation of BCPs in x4 communities.</li> </ul>	6 months	10% on approval of x4 BCPs

initiate:

<p><b>PART 3: Create a Catalogue of top 19 priority plant species associated with community IK in identified communities in 4 Provinces: Mpumalanga, Limpopo, Free State and Northern Cape provinces (Year 1, Year 2 + 6 months)</b></p> <p><b>Year 1:</b></p> <ul style="list-style-type: none"> <li>• Procure recording equipment (Laptop, camera, camera accessories, and laptop bag (once off).</li> <li>• Coordinate training (<i>logistics, travel arrangements and accommodation, for IK field workers for training and meetings, printing and photocopying of training materials, workshop venue booking, etc</i>) to support field workers to document IK and Scientific plant collection in the proximity of the participating community-ies.</li> <li>• Provide administrative and resource management support to the activity (specimen collection) on the implementation of scientific plant species identification to obtain legal certainty of plant species associated with documented IK in the project.</li> <li>• Provide administrative support to IK fieldworkers to attend data quality assessment workshops of IK documented in community.</li> <li>• Provide administrative support to IK field workers to upload the documented IK in the IKRS system at an IKS Documentation Centre in the proximity of the participating community (-ies).</li> <li>• Approval of evidence reports of documented IK associated with the priority top 19 plant species in identified communities in using the IKRS data collection tools.</li> </ul>	<p>8 months</p>	<p>5%</p> <p>5%</p>
--	-----------------	---------------------

initiate:





<b>PART 4: Manage the Human Resource (HR) component and payments of appointed temporary IK field workers (Year 1, Year 2).</b>  <b>Year 1:</b> <ul style="list-style-type: none"> <li>• IK fieldworkers appointed and managed on temporary basis</li> <li>• Validated Payment Register on remuneration of IK fieldworkers</li> </ul>	12 months	5%
<b>Year 2:</b> <ul style="list-style-type: none"> <li>• Appoint and contract IK fieldworkers on temporary basis</li> <li>• Validated Payment Register on remuneration of IK fieldworkers</li> </ul>	12 months	5%
<b>PART 5: Develop a Software Requirement Specification for the future enhancement of the IK Registration System to enable an electronic one-stop-shop technology platform</b>  <b>Year 1:</b> <ul style="list-style-type: none"> <li>• Stakeholder consultations to scope the users' needs and Software Requirements Specification conducted.</li> <li>• Develop Software Requirement Specification</li> <li>• Present the draft Specification to DSI and DFFE team. Any amendments to be effected prior to sign-off or payment of invoices.</li> </ul>	6 months	10%  10% upon approval
Monthly progress reports to DSI in respect of funded activities.		-
Close out report at the end of each funded activity concluded.		-

initiate:

**14. REQUIREMENTS: THE SUCCESSFUL SERVICE PROVIDER SHOULD HAVE THE FOLLOWING:**

- 14.1. The Service Provider must possess the relevant skills and experience to undertake the Project assignment, which should include Public Awareness Experience, Community Cultural Biocultural Protocol development; Stakeholder and Community Engagement; and Project Management Planning and Financial Management.
- 14.2. Service providers must show an understanding of the indigenous knowledge national landscape and associated Policies, Acts and Regulations.  
Service providers must show a very good understanding of international Protocols within the context of indigenous knowledge.
- 14.3. Service providers must show demonstrated experience and expertise of at least 2 projects in (i) Public Awareness and Bio-cultural Protocols, and (ii) managing community development projects.
- Service providers must show at least 3 years' experience in financial and human resources management, project management, training, and risk monitoring and evaluation at community level.
  - Service providers must show administrative and technical capacity of at least 3 staff with a functioning office space and communications infrastructure.
  - Given the scope of the project as well as the duration of the contract period, it is essential for the service provider to provide evidence of having project managed at least two projects of a similar scope and size in the past with at least 3 years' experience in community projects. A "similar" project in the context of the project refers to a project that required or involved all of the following key requirements:
    - a) Engagement and working with local communities or community-based organisations.
    - b) Engagement and working with Traditional Authorities, Local government (Local or district municipalities or Metros).

initiate:

- c) Experience in developing Public Awareness and Biocultural Protocols.

14.4. Service providers must attach supporting letters and evidence showing successfully completed community projects of similar scope (as noted in 14.3) with contactable references.

## **15. PROJECT PLAN AND RESOURCE PLAN**

The project will run for the duration of 30 months (2 years and 6 months) from 2022 to June 2030. A high-level project plan showing the critical path (time frames and dependencies of the project) should be provided.

## **16. BUDGET**

The bid proposal should clearly indicate the total price for the full term of the contract in respect to administering the project funds.

16.1 All monetary values quoted must be in South African Rand and must include Value Added Tax (VAT).

16.2 The service provider must ensure that the price is fixed for the entire project period.

16.3 Pricing Schedule.

The bidder(s) must complete the pricing as per the table below (or as per the attached spreadsheet if applicable).

- a) Line prices are all VAT EXCLUDING, and TOTAL PRICE is VAT INCLUSIVE

initiate:

<b>Description of Services</b>	<b>Quantity</b>	<b>Total Cost Year 1 (VAT excl.)</b>	<b>Total Cost Year 2 (VAT excl.)</b>	<b>Total Cost Year 3 (6 months) (VAT excl.)</b>
Develop x4 Biocultural Community Protocols (BCP) developed over 30 months. Focus will be on x2 identified Communities per BCP per annum in 4 Provinces.	Sum for 6 workshops per community minimum p/a	R	R	R
Create a Catalogue of top 19 priority plant species associated with community IK in identified communities in 4 provinces over 30 months.	Sum for x2 communities in Year 1; and x2 communities in Year 2	R	R	R
Procure recording equipment (Laptop, camera, camera accessories, and laptop bag (once off))	5	R	R	R
Recruitment of IK field workers for duration of the project including replacement of resigned fieldworkers). Demographics should be gender balanced	Sum for number of IK field workers appointed for Year 1; and Year 2.			
Payment of stipend of appointed IK field workers.	Sum for HR services of IK field workers @ daily rate for Year 1; and Year 2.	R	R	R
Training for IK field workers at province per annum	5 p.a.			
Develop a Software Requirement Specification for the IKRS to enable one-stop-shop technology platform	Sum	R	R	R
<b>SUBTOTAL (VAT Excl.)</b>				
<b>VAT (15%)</b>				
<b>SUBTOTAL (VAT Incl.)</b>				
<b>BID TOTAL (VAT Incl.)</b>				

initiate:

## 17. DURATION, TIMEFRAMES AND FORMAL CONTRACT

17.1. Successful service providers will be required to enter into a formal contract with DSI for a period of (30 months).

17.2. The project is expected to be completed within a period of 30 months from the date of signature of the contract, and will be initiated by a meeting between the service provider and the DSI.

17.3. The following table indicates the timeframes:

Reporting requirements	Target date (indicate dates)
Inception Meeting	End of 1 <sup>st</sup> week of signing contract
An inception report including a detailed work plan within 14 days from signing the agreement	2 weeks from signing the agreement
Submit comprehensive reports that include narrative and financial information on project implementation	Quarterly for each year's agreed outputs
Submit comprehensive annual reports that include narrative and financial information on project implementation.	Annually for each year's agreed outputs

17.4. 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.

initiate:

## 18. SCREENING FOR COMPLIANCE

- 18.1. 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 requirement below to proceed to phase 2; failure to submit the following will result in disqualification.**
- 18.2. Service provider is required to be registered on the Central Supplier Database (CSD) held by National Treasury.
- 18.3. Completed and signed SBD forms.
- 18.4. Service provider's acceptance of terms of reference, (ToR) by placing service provider's initials on each page.
- 18.5. Service provider's acceptance of terms and conditions of the bid, by placing service provider's initials on each page of the General Conditions of Contract (GCC).
- 18.6. Submit an electronic version (USB) and 1 hard copy

## 19. Administrative Requirement

- 20.1. Attach a 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.
- 20.2. Provide evidence of administrative and technical capacity of at least 3 staff with a functioning office space, financial accounting and communications infrastructure.
- 20.3. Service providers must have proven ability and experience of managing and or implementing at least one similar project as specified under 14.3. 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. Provide at least three (3) contactable reference letters corresponding to the list of contacts.
- 20.4. Attach a project plan.

initiate:

- 20.5. Attach an implementation and methodology plan.
- 20.6. CV of key staff to be deployed into the project, with statement that clearly outlines the nature of expertise offered, experience and references. Attach original certified copies of qualifications of staff to their CV's.
- 20.7. DSI reserves the right to verify experience and to contact references provided, as well as any other third party that could verify the experience and performance of bidders.

## 21. EVALUATION PROCESS

21.1. The evaluation process will comprise of the following phases:

- Phase 1: Functionality Evaluation;
- Phase 2: Compulsory Presentation;
- Phase 3: Pricing and BBBEE Evaluation

The following rating values for evaluation will be used:

- a. Each panel member will rate each individual criterion on the score sheets as indicated for each phase, using the following scale:

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

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

initiate:

score for all criteria.

- c. The scores will be converted to a percentage and **ONLY** service providers that have met or exceeded the minimum threshold for a phase will be evaluated in terms of the next phase.
- d. Service providers must, as part of their bid documents, submit supporting documentation for all technical requirements. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- e. Service providers will not rate themselves, but need to ensure that all information is supplied as required. The DSI panel members will evaluate and score all responsive bids and will verify all documents submitted by the service providers.

## 21.2. Phase 1: Functionality Evaluation

21.2.1. Service providers' responses will be evaluated for functionality in this stage, based on achieving a minimum score of seventy percent (60%).

21.2.2. The DSI 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.	Proposal demonstrates the ability to deliver the project requirements and scope of the work				
	a. Responsiveness to TOR				20
	Project proposal is non-responsive to the scope	Project proposal responds to some part of section of the TOR	Project Proposal responds to all parts of section of the TOR	In addition to 3, the proposal provides an overall community	In addition to 4, the proposal provides and identified risk and the

initiate:



	in section of the TOR			approach to be followed in the project implementation	mitigation strategies.	
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
	b. Project Plan					
	No project Plan submitted	Incomplete project plan submitted	Project Plan with clear and realistic milestones meeting timeframes described in the RFP, critical path identified and an indication of resources and allocation.	In addition to 3, provide a risk identification and costed mitigation plan	In addition to 4, provide change management plan	20
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
<b>2. Evidence of completed similar/related projects by Service Provider</b> Service Provider's experience in managing community projects (engagement and working with local communities or community-based organisations, engagement with Traditional Authorities)						10
	No letter of completion/ testimonial from previous clients demonstrating experience.	At least 1 completion/ testimonial letter from previous clients demonstrating experience.	At least 2 completion/ testimonial letters from previous clients demonstrating experience.	At least 3 completion/ testimonial letters from previous clients demonstrating experience	At least 4 completion/ testimonial letters from previous clients demonstrating experience	
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
<b>3. Expertise and Experience of the project manager and team members:</b>  Please provide summary of relevant experience of Service Provider in project management and financial management. Relevant qualifications and CV's of all key personnel provided.						

initiate:

a. Team leader's experience in project financial management (provide CV as evidence)					10
Less than 1 years' proven experience in project and financial management and reporting and was the lead in at least one such project	Cumulative 2 years' proven experience in project and financial management and reporting, and was the lead in at least one such project	Cumulative 3 years' proven experience in project and financial management and reporting and was the lead in at least one such project	Cumulative 4 years' proven experience in project and financial management and reporting and was the lead in at least one such project	Cumulative 5 and above years' proven experience in project and financial management and reporting and was the lead in at least one such project	
1	2	3	4	5	
b. Experience of team members					10
An average of years of experience will be used. Relevant experience in administrative capacity ( <b>overall administrative responsibility for selection, hiring, placement, or supervisory responsibilities regarding staff hired under a project</b> )					
Team members have 0 experience administrative capacity	Team members have average 1-2 years of experience in administrative capacity	Team members have 3-4 years of experience in administrative capacity	Team members have 5-6 years of experience in administrative capacity	Team members have 7-8-years of experience in administrative capacity	
1	2	3	4	5	
4. Experience in developing Biocultural Community Protocols (letters of successful project completion provided)					15
No letter of completion/ testimonial from previous clients demonstrating the number of BCPs undertaken and completed	At least 2 letters of completion/ testimonial from previous clients demonstrating the number of BCPs undertaken and completed	At least 3 letters of completion/ testimonial from previous clients demonstrating the number of BCPs undertaken and completed	At least 4 letters of completion/ testimonial from previous clients demonstrating the number of BCPs undertaken and completed	At least 5 letters completion/ testimonial from previous clients demonstrating the number of BCPs undertaken and completed	

initiate:

	1	2	3	4	5	
<b>5.</b>	<b>Experience in developing Software Requirements Specifications</b>					<b>15</b>
	No letter of completion/ testimonial from previous clients demonstrating the development and completion of Software Requirements Specifications	At least 2 letters of completion/ testimonial from previous clients demonstrating the development and completion of Software Requirements Specifications	At least 3 letters of completion/ testimonial completion/ testimonial from previous clients demonstrating the development and completion of Software Requirements Specifications	At least 4 letters of completion/ testimonial completion/ testimonial from previous clients demonstrating the development and completion of Software Requirements Specifications	At least 5 letters completion/ testimonial completion/ testimonial from previous clients demonstrating the development and completion of Software Requirements Specifications	
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
<b>TOTAL SCORE</b>						<b>100</b>
<b>MINIMUM THRESHOLD SCORE</b>						<b>60</b>

21.2.3. Any proposal not meeting a minimum score of 60 percent on functional proposal will be disqualified and will not be considered for

### 21.3. Phase 2: Compulsory Presentation

21.3.1. 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 point and above in this phase of evaluation to be considered for the next phase.

21.3.2. **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 recommending a service provider

21.3.3. The DSI panel members will individually evaluate and score short-listed

initiate:

bids using the following criteria:

PHASE 3: PRESENTATION						
Rating: 1 = Poor 2 = Average 3 = Good 4 = Very good 5 = Excellent						
CRITERIA						WEIGHTS
<b>1. Expertise and Experience</b>						
a) Understanding of the IK legislative, regulatory and policy environment, nationally and internationally						20
Does not understand the IK legislative environment nationally and internationally	Minimal understanding of the national IK legislative environment nationally and internationally	Adequate understanding of the national IK environment nationally and internationally	Very Good understanding of the IK Legislative environment nationally and internationally, and can bring international insight	Expert understanding of the IK Legislative environment nationally and internationally, and capable of meeting the delivery service		
1	2	3	4	5		
b) Experience and competency of the service provider in developing Biocultural Community Protocols and Public Awareness						20
No experience in community related customary laws and rights, community protocols, biocultural heritage. No knowledge of national and international Access and Benefit Sharing related policies	Minimal understanding of community related customary laws and rights, community protocols, biocultural heritage plus knowledge of national and international Access and Benefit Sharing related policies	Adequate understanding of community related customary laws and rights, community protocols, biocultural heritage plus knowledge of national and international Access and Benefit Sharing related policies	Good understanding of community related customary laws and rights, community protocols, biocultural heritage plus knowledge of national and international Access and Benefit Sharing related policies	Excellent understanding of community related customary laws and rights, community protocols, biocultural heritage plus knowledge of national and international Access and Benefit Sharing related policies		
1	2	3	4	5		
b) Experience in Software Requirement Specification Development						20
No previous involvement in Software Requirement	Previous involvement of 1 team member in up to 1- 2	Previous involvement of 2 team member in up to 1- 2	Previous involvement of 1 team member in up to 1- 2	Previous involvement of 1 team member in up to 1- 2	Previous involvement of 1 team member in up to 5+ years	
initiate:						

	Specification development by the project team	years Software Specification Requirement Development	to 3-4 years Software Specification Requirement Development	to 4-5 years Software Specification Requirement Development	Software Specification Requirement Development	
	1	2	3	4	5	
<b>2</b>	<b>Evidence of completed similar/related projects by Service Provider</b> Service Provider's experience in managing community projects (engagement and working with local communities or community-based organisations, engagement with Traditional Authorities).					
	Less than 1 years' proven experience in managing community projects	Cumulative 2 years' proven experience in managing community projects	Cumulative 3 years' proven experience in managing community projects	Cumulative 4 years' proven experience in managing community projects	Cumulative 5+ years' proven experience in managing community projects	20
	1	2	3	4	5	
<b>3.</b>	<b>Project Plan implementation</b> (including effort for different consultants per activity and time frame linked to activities)					
	Project plan poorly presented	Project plan partially presented but not convincing that the methodology can be delivered using resources proposed	Project plan is clear and realistic in addressing the methodology and is supported by the Gantt chart indicating resource schedule, activities and time frame	In addition to 3, risks and corrective measures identified	In addition to 4, demonstration of additionally addressing risks and corrective measures	20
	1	2	3	4	5	
<b>TOTAL SCORE</b>						<b>100</b>
<b>MINIMUM THRESHOLD SCORE</b>						<b>60</b>

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

#### 21.4. Phase 3: Price And BBEE

Price inclusive of VAT will be evaluated as indicated below.

- a) In terms of regulation 6 of the Preferential Procurement Regulations, 2017

initiate:

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

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

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

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price VAT inclusive of bid under consideration

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

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

initiate:

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

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

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

- 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.

initiate:

- d. If the price offered by a tenderer scoring the highest points is not market-related, the Department may not award the bid to that tenderer.
  - i. The Department may negotiate a market-related price with the tenderer scoring the highest points or cancel the tender.
  - ii. If the tenderer does not agree to a market-related price, the Department may negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender.
  - iii. If the tenderer scoring the second highest points does not agree to a market-related price, the Department may negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
  - iv. If a market-related price is not agreed in all the aforementioned respects, the Department must cancel the tender.
- e. Points scored will be rounded off to the nearest 2 decimals.
- f. In the event that two or more bids have scored equal total points, the contract will be awarded to the service provider scoring the highest number of points for B-BBEE Status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- g. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

## **22. AWARDING OF THE BID**

**22.1. The Department of Science and Innovation (DSI) reserves the right to award the bid in whole to one service provider.**

22.2. The service provider will have to be Compliant with tax matters as per CSD or e-Filing.

initiate:



- 22.3. The service provider will have to sign a Non-Disclosure Agreement, as the work done will be confidential.
- 22.4. All staff members to be appointed by the service provider will require a positive security clearance from the security agencies of the State.
- 22.5. The DSI and the service provider will enter into a service level agreement (SLA).
- 22.5.1. The SLA will be signed with a representative of the appointed service provider.
- 22.5.2. The agreed timelines, performance indicators and budget will form part of the SLA.
- 22.5.3. The original Terms of Reference and agreed amendments will be an annexure to the SLA.
- 22.5.4. The DSI will make payment as per the signed SLA.
- 22.6. The Service Provider must:
- 22.6.1. Conduct business in a courteous and professional manner.
- 22.6.2. 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 field workers in line with the relevant Sectoral Determination including payment for overtime work.
- 22.6.3. Manage the internal disputes among his/her staff in such a way that DSI is not affected by those disputes.
- 22.6.4. Ensure that all staff working under this contract is in good health.
- 22.6.5. 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.

initiate:

- 22.6.6. The onus is upon service provider to familiarize themselves with the project sites as well as the extent of the service to be rendered.
- 22.7. DSI shall:
- 22.7.1. Manage the contract in a professional manner.
  - 22.7.2. Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfill their duties.
  - 22.7.3. Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the contract.
  - 22.7.4. Not tolerate any unfair labour practices between service provider and their staff that happen during the execution of the project activities.
  - 22.7.5. Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
  - 22.7.6. Provide a storage facility for equipment and materials where possible.
  - 22.7.7. If necessary request the withdrawal of a staff member who poses a threat to DSI employees.
- 22.8. The service provider shall assume work upon the signing of the contract or upon approval by the Department.
- 22.9. The service provider will be responsible for ensuring that the agreed deliverables are produced to a quality standard, on time and within the budget.
- 22.10. 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.
- 22.11. The service provider will solely be responsible for all administrative issues related to the project.
- 22.12. The service provider will attend regular meetings with the DSI throughout the duration of the project.

initiate:

- 22.13. 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.
- 22.14. The service provider will explain and elucidate the final report at a meeting arranged by the DSI.
- 22.15. The DSI will evaluate the draft final report and request the service provider to effect revisions and additions, if necessary, before the final payment is made.

## **23. FRONTING**

- 23.1. 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.
- 23.2. DSI, in ensuring that service providers conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine that accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry (DTI), be established during such enquiry/investigation, the onus will be on the service provider/contractor to prove that fronting does not exist. Failure to do so within 14 days from date of notification may invalidate the bid/contract and may also result in restriction of the service provider/contractor to conduct business with the public sector for a period not exceeding ten years, in

initiate:

addition to any other remedies DSI may have against the service provider/contractor concerned.

## **24. PROPRIETARY RIGHTS**

- 24.1. The proprietary rights with regards to copyright, patents and other similar rights that may arise from the service provider carrying out the assignment belong to the DSI.
- 24.2. The DSI will have unrestricted access to all material, data and information.
- 24.3. The service provider shall deliver any or all such material, data and information to the DSI upon request.
- 24.4. The final product of all work done shall, on completion of the project belong to the DSI.
- 24.5. 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.

## **25. PROHIBITION OF RESTRICTIVE PRACTICES**

- 25.1. 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:

initiate:

- 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
- c) services; or
- d) Collusive bidding.

25.2. 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.

25.3. 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.

25.4. The Supplier shall not cede this Agreement without the written permission of DSI.

25.5. The Supplier shall not, without the prior written consent of DSI, subcontract the rendering of the Services to a third party.

## **26. SUBMISSION OF PROPOSALS**

26.1. DSI building. Proposals must be delivered at DSI building 53, CSIR Campus, Meiring Naude Road, Brummeria, Pretoria

26.2. The proposal must be clearly marked as follows:

Bid No: **DSI03A/2022-23**

initiate:

Description: **HEADING**

Bid Closing date and Time: **14 November 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.***

## **27. COMMUNICATION**

- 27.1. Any questions are to be submitted not later than **05 Days** before the closing date of the Bid. questions received after this date will not be entertained by DSI. All questions and answers will be published at [www.dst.gov.za/tenders](http://www.dst.gov.za/tenders) section.
- 27.2. 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.
- 27.3. 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.
- 27.4. 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](mailto:tenders@dst.gov.za)

initiate:

## PART A: CLIENT BASE

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

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

initiate: