

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DSI01/2023-24	CLOSING DATE:	17 May 2023	CLOSING TIME:	11:00am
DESCRIPTION	Implementation Evaluation of the South African Earth Observations System Strategy (SAEOSS) for a period of 10 months				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Supply Chain Management		CONTACT PERSON	SCM	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@dst.gov.za		E-MAIL ADDRESS	tenders@dst.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES ☐ 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: DSI01/2023-24
Closing Time: 11:00	Closing date: 17 May 2023

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

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

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

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

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of bidder:	Bid number: DSI01/2023-24
Closing Time: 11:00	Closing date: 17 May 2023

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

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

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

3
SBD 3.2

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

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

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

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

PRICING SCHEDULE
(Professional Services)

Name of bidder:	Bid number: DSI01/2023-24
Closing Time: 11:00	Closing date: 17 May 2023

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

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

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

Name of Bidder:

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

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

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

*[DELETE IF NOT APPLICABLE]

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3. DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

- (a) The applicable preference point system for this tender is the 80/20 preference point system.
- (b) The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of

this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
EMEs and QSEs	10	
Companies owned by black people	5	
Companies owned by women	5	
Companies owned by youth		
Companies owned by people with Disabilities		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation

- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

initiate:

obtained.

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

machinery and includes other related value-adding activities.

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

2. Application

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

3. General

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

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

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

9. Packing

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

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

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

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

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

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

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

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

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

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

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14. Spare parts

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

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

15. Warranty

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

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

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

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

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thereof, without costs to the purchaser.

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's

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

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performance

time schedule prescribed by the purchaser in the contract.

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

22. Penalties

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

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and

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

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

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31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

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INVITATION TO BID

PERSONAL INFORMATION AND THE POPI ACT

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

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

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

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

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



science & innovation

Department:
Science and Innovation
REPUBLIC OF SOUTH AFRICA

(“The DSI”)

TERMS OF REFERENCE

**Implementation Evaluation of the South African
Earth Observations System Strategy (SAEOSS)
for a period of 10 months**

1. BACKGROUND

The South African Earth Observations System Strategy highlights the benefits and functions of the South African Earth Observation System of systems (SAEOSS), identifies the key role players and their responsibilities, and provides guidance on the implementation of the National Earth Observation Programme (NEOP). It establishes an overarching national framework for Earth Observations (EO). SAEOS coordinates the collection, assimilation, and dissemination of EO data. The strategy is South Africa's response to the Global Earth Observation Systems of Systems (GEOSS) that is being implemented by the global EO community – Group on Earth Observations (GEO). As part of implementing the strategy, several initiatives have been achieved. These include:

- Development of the Earth Observations Data Centre and SAEOSS portal¹;
- Establishment of the National EO & Space Secretariat – South African GEO;
- New Earth Observation Frontiers (NEO Frontiers) formerly the Research, Development, and Innovation Fund (RDIF);
- Acquisition of satellite data through the negotiated multi-user license agreement; and
- Development of relevant products, services, and applications that are required by government departments

2. THE OBJECTIVES OF THE INTERVENTION

The objective of the SAEOS is to coordinate the collection, assimilation, and dissemination of earth observations data, and information, so that the full potential to support policy, decision-making, economic growth, and sustainable development in South Africa can be realised.

¹ The portal is being upgraded but can still be accessed using the following link: Saeos.dirisa.org.

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3. PROBLEM STATEMENT

The Strategy has not been evaluated since inception as required by the DSI Evaluation Guidelines, which recommend that the evaluations be conducted at key stages of the intervention. Furthermore, many stakeholders have identified gaps that exist within the implementation strategies and the misalignment of the implementation and priorities between the DSI and the implementing agency, the South African National Space Agency (SANSA).

4. PURPOSE OF THE EVALUATION

- 4.1 The purpose of this document is to request proposals from suitably qualified service providers to conduct an Implementation Evaluation of the South African Earth Observations System Strategy.
- 4.2 The aim of this evaluation is to assess whether the SAEOS strategy performance relative to its initial goal(s) and objectives have been met (as was envisaged) and whether the outcomes and emerging impacts have been achieved. The findings of the evaluation will be used to inform a better-coordinated industry thus allowing for informed decision making regarding the implementation of the strategy, as well as providing documented evidence for the implementation of other similar interventions in the future.

5. FOCUS AND SCOPE OF THE EVALUATION

5.1 Key Evaluation Questions

The evaluation must respond to the following key questions:

5.1.1 Is the design of SAEOS properly conceptualised?

- 5.1.1.1. To what extent is the intervention design consistent with country priorities and policies in the space sector, including the degree to which partnerships with all key stakeholders are being promoted?

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- 5.1.2 To what extent has the SAEOS been effective in achieving its original goals and objectives?
- 5.1.3 To what extent has SAEOS been efficient in its implementation, with specific reference to administration, management arrangements (governance of space and in-situ data), and operational (access to data)?
- 5.1.4 How sustainable is SAEOS and its implementation?
- 5.1.5 Do all members of the target group (intended beneficiaries) benefit from the programme and funding mechanisms that are put in place?
 - 5.1.5.1. How does the target group(s) respond to the intervention?
- 5.1.6 Are the intended immediate outcomes being realised?
- 5.1.7 What are the current insights on the emerging impact of SAEOS and technologies?
- 5.1.8 What are the key insights, lessons, and recommendations offered based on programme performance to date, and in relation to the key stakeholder institutions and the services delivered?

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

5.2 Intended users and stakeholders of the evaluation

The following table depicts potential users of the evaluation results and how they will/may use the information:

Table 1: Likely use of the evaluation results by different stakeholders

Stakeholder	Likely Use of the Results of the Evaluation
DSI	The findings of the evaluation will be used to inform better decision-making regarding the advancement of the Strategy, development of relevant initiatives (policies, frameworks, plans,

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	guidelines, etc), as well as provide documented evidence for the implementation of other similar programmes in the future. • Understand the contribution of the programme towards addressing national priorities such as the triple-challenge of poverty, unemployment and inequality, and policy implementation.
Implementing Agency: SANSA	• Improvement on the implementation of the Programme (SAEOS Strategy) to ensure that it is more responsive to the needs of the National System of Innovation (NSI) and the country.
Department of Trade Industry and Competition	• Creating the environment for industry development and deploying innovations. • The evidence can be used to demonstrate the benefits of the programme to the sector.
Research Councils, Academia, private sector	• Improve the coordination of the national EO sector and its activities, in support of the NSI.

5.3 Time period under review

The evaluation must focus primarily on the fiscal period 2008/2009 to 2021/2022.

5.4 Geographic coverage

The coverage of the evaluation must be national and the service provider is encouraged to highlight any other relevant demographic.

6. EVALUATION DESIGN

The service provider is expected to propose relevant methods to respond to the key evaluation questions in section 5 above. It is envisaged that this evaluation exercise will utilise both quantitative and qualitative research methods. It is required that a participatory methodology be adopted where all key stakeholders in the intervention will be engaged for an objective and in-depth perspective. The methodology must include amongst others, the following:

6.1 Literature review and Document Analysis

It is envisaged that a wide range of national and international literature will be reviewed. This exercise should further inform the development of the Theory of Change (ToC) of the intervention; and produce an analytical framework to inform the evaluation, based on the lessons about successful performance. In addition, the evaluator is expected to review relevant intervention documents.

6.2 Benchmarking study

Conduct a benchmarking study using secondary data between South Africa and three other countries to be proposed by the service provider (one from a developed and two from comparator countries, one of which must be an African country) and motivate for the selection in the proposal. The objective of the benchmarking study is to provide insights into good practices and to provide real-world lessons for the programme to consider. The benchmarking study must be submitted as a separate deliverable and should include a two-page best-practice scan that compares how South Africa measures against the selected countries.

6.3 Develop and later Review the Theory of Change (ToC)

initiate:

Develop a ToC and logical framework at the beginning of the evaluation process on the intervention as it currently operates and facilitate a one-day workshop to discuss the current ToC. Propose a revised ToC and logical framework of the intervention and submit this at the end of the evaluation.

6.4 Interviews of key stakeholders

Semi-structured interviews should be conducted with key stakeholders responsible for the management and implementation of the intervention. Interviews should also be used to obtain in-depth qualitative data for the assessment and to review the intervention, and identify emerging perspectives, explanations, examples, or factual information. The service provider will work with DSI and its implementing agency officials.

6.6 Development of a Comprehensive Monitoring and Evaluation Framework

The service provider is expected to develop a comprehensive Monitoring and Evaluation Framework of the Strategy in consultation with the Evaluation Steering Committee.

7. DELIVERABLES AND PAYMENT SCHEDULES

7.1 The following table indicates the timeframes:

The table below sets out the expected deliverables and milestones with associated payment tranches for the Professional Fee. The milestones will be informed by the draft Project Implementation Plan for the evaluation to be finalised between the successful service provider and the DSI. Service Provider shall be expected to provide a quotation based on the table below (table to be placed on its own letterhead and not to be completed on this form):

initiate:

Table 2: Deliverables expected from the Evaluation

Deliverables	Time Frame	Duration	Proportion of total payment
Approved inception report, this should include: dissemination of results plan, skill transfer plan, detailed project plan	Within two weeks of the inception of the project	2 weeks	10%
Approved Literature review and Benchmarking Report	Within three weeks of the inception of the project	3 weeks	10%
Approved Theory of change, Logical Framework, Evaluation matrix, analytical framework, and final data collection instruments	Within six weeks of the inception of the project	4 weeks	20%
Approved data collection and analysis report, including the provision of all datasets, metadata, and survey documentation (including interview transcripts).	Within five months of the inception of the project	2 months	20%
Approved draft evaluation report	Within six months of the inception of the project	2 months	10%
Approved final evaluation report: full and 1/5/25 summaries and infographic of the report	Within seven months of the inception of the project	1 month	10%
Approved M&E Framework	Within eight months of the inception of the project	1 month	20%

initiate:

Project Closure: PowerPoint Presentation of the Report at DSI Exco	Within 8 months 1 week of the inception of the project	1 week	
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8. BUDGET

- 8.1 A project budget outlining a scheduled cost associated with the proposed project should be included.
- 8.2 All monetary values quoted must be in South African Rand and must include Value Added Tax (VAT).

9. DURATION, TIMEFRAMES, AND FORMAL CONTRACT

- 9.1 Successful service providers will be required to enter into a formal contract with DSI for a period of 10 (ten) months.
- 9.2 The project is expected to be completed within a period of 10 (ten) months from the date of signature of the contract, and will be initiated by a meeting between the service provider and the DSI.
- 9.3 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.

9.4 Qualifications and Experience required

Detailed CVs that clearly indicate the experience, qualifications, and role of all team members must be included in the proposal. Minimum requirements of the key roles are provided in Table 4 below.

initiate:

Table 3: Required roles, qualifications, and experience

Roles*	Qualifications	Experience
Evaluations specialist	Minimum: an Honours qualification in M&E Advantage: A Masters qualification in M&E	Minimum: Has worked on at least 5 national programme evaluations of any value and played a lead evaluator role in at least one evaluation of over R500, 000. Should have experience in Implementation Evaluations.
Earth Observation expert	Minimum: a relevant Honours qualification ² Advantage: A Masters qualification	Minimum: At least 5-10 years' experience in the Earth Observation sector as well as appropriately relating the evaluation to current government policies. They should have not been a beneficiary of funding from SAEOS.
Project Manager	Minimum Undergraduate degree Advantage: Project Management qualification or indication that a project management module was completed at undergraduate or postgraduate level	Minimum: Successfully managed and completed at least five projects of R500,000 or more.

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

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

10. PROJECT MANAGEMENT

10.1 Management arrangements

The evaluation will be managed by an Evaluation Steering Committee (ESC). The Steering Committee will be responsible for overseeing the whole evaluation. The chair of the committee will be a representative of senior management within the DSI. Furthermore,

² Examples of EO related Qualifications: Geosciences, Geoinformatics, Geography, Cartographic Sciences, Environmental Sciences, Remote Sensing, etc

the winning bidder will be expected to make presentations and workshop documents at the request of the ESC.

10.2 Peer reviewers

Peer reviewers will be contracted to support the assignment. Two peer reviewers will be contracted to focus on both content and methodology of the assignment. The peer reviewers will provide their independent expert view on appropriate approaches, methods, instruments, and data analysis to ensure quality at the different stages of the assignment. Inputs made by the peer reviewers will be consolidated with the ESC inputs and shared through the ESC Secretariat (M&E DSI Officials).

10.3 Reporting arrangements

The evaluation project manager will liaise/report to the secretariat of the Steering Committee (M&E Unit within the DSI).

11. BRIEFING SESSION

An information session will be held on 04 May 2023 on an online platform, from 10:00 – 12:00. Prospective providers are therefore required to attend the session to get clarity on the department's specifications. Bidders interested in attending the proposed briefing session must notify DSI Supply Chain Management via e-mail by 03 May 2023 (tenders@dst.gov.za).

12. SCREENING FOR COMPLIANCE

During Phase 1, a shortlist will be established and the shortlisted service providers will be evaluated in phase 2. **Service providers must meet all the mandatory administrative requirements below to proceed to phase 2; failure to submit the following will result in disqualification**

12.1 Service provider is required to be registered on the Central Supplier Database (CSD) held by National Treasury.

12.2 Completed and signed SBD forms.

initiate:

- 12.3 Service provider's acceptance of terms of reference, (ToR) by placing service provider's initials on each page.
- 12.4 Service provider's acceptance of terms and conditions of the bid, by placing service provider's initials on each page of the General Conditions of Contract (GCC).
- 12.5 Project owner to add any other applicable additional requirements.
- 12.6 Submit an electronic version (email proposals to tenders@dst.gov.za).

13. Administrative Requirement

- 13.1 Attach a detailed company profile, which clearly spells out the relevant experience (including the year which the company started to operate), knowledge and accreditation of the company as well as directorship.
- 13.2 Provide evidence of the administrative and technical capacity of at least 3 staff with a functioning office space, financial accounting and communications infrastructure.
- 13.3 Service providers must have proven ability and experience in managing and or implementing at least five similar project(s) as specified under 10.5. 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 the referees provided. Provide at least three (3) contactable reference letters corresponding to the list of contacts.
- 13.4 Attach a detailed project plan, showing high-level activities, time frames and dependencies of the evaluation will be required.
- 13.5 Attach an implementation, methodology and dissemination of results plan.
- 13.6 CV of key staff to be deployed into the project, with the statement that clearly outlines the nature of expertise offered, experience and references. Attach original certified copies of qualifications of staff to their CVs.
- 13.7 Written confirmation of availability (signed by the proposed team member) for the expected duration of the project to produce the deliverable(s).

initiate:

- 13.8 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.

14. EVALUATION PROCESS

14.1 The evaluation process will comprise of the following phases:

- Phase 1: Functionality Evaluation;
- Phase 2: Compulsory Presentation
- Phase 3: Pricing and specific goals 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 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.

initiate:

- 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.

14.2 Phase 2: Functionality Evaluation

The below criteria are used as a guide therefore the project owner is required to remove/amend criteria to align them with the project.

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

PHASE 2: PROPOSAL					
Rating: 1 = Poor 2 = Average 3 = Good 4 = Very good 5 = Excellent					
CRITERIA					WEIGHTS
1. Qualification and experience of the Key Evaluation Team Members					
(i) Evaluation Specialist					15
Any undergraduate qualification	Any undergraduate qualification and Short Course in M&E	Honours qualification in M&E	Masters in M&E	PHD in M&E	
1	2	3	4	5	20
Has not undertaken any evaluations	Has completed 1-4 evaluations	Has completed 5 evaluations	Has completed between 6-10 evaluations	Has completed more than 10 evaluations	

initiate:

1	2	3	4	5	
(ii) Earth Observation Sector expert:					
No relevant qualification	Relevant EO ³ Undergraduate NQF 6-7 qualification	Relevant EO Honours qualification	Relevant EO Masters	Relevant EO PHD	15
1	2	3	4	5	
No relevant experience in the Earth Observations	Have less than 5 years' experience in the Earth Observations	Have 6-10 years' experience in the Earth Observations	Have 11-15 years' experience in the Earth Observations	Have more than 15 years' experience in the Earth Observations	20
1	2	3	4	5	
(iii) Project Manager					
Does not have an undergraduate qualification	Has undergraduate diploma	Has an undergraduate degree	Has a module in project management	Has a qualification in project management	10
1	2	3	4	5	
Managed 1 project	Managed (with client references attached) 2-4 relevant projects	Managed (with client references attached) 5 relevant projects	Managed (with client references attached) 6 - 10 relevant projects	Managed (with client references attached) more than 11 relevant projects	20
1	2	3	4	5	
TOTAL SCORE					100
MINIMUM THRESHOLD SCORE					60

- c. Any proposal not meeting a minimum score of 60 percent on the functional proposal will be disqualified and will not be considered for the next phase.

14.3 Phase 3: Compulsory Presentation

³ Examples of EO related Qualifications: Geosciences, Geoinformatics, Geography, Cartographic Sciences, Environmental Sciences, Remote Sensing, etc

initiate:

- a. Only service providers who scored 60 and above on functionality during the proposal evaluation (Phase 2), will be subjected to this phase of evaluation. Service providers are expected to score a minimum of 60 points and above in this phase of evaluation to be considered for the next phase.
- b. Presentation: The short-listed bidders shall be expected to provide a compulsory presentation to the DSI team to clarify issues or questions that might arise during evaluation. Each presentation shall be for 30 minutes and shall not be scored but will be used to recommend a service provider.
- c. The DSI panel members will individually evaluate and score short-listed bids using the following criteria:

The project owner must ensure that the criteria is different from phase 2

PHASE 3: PRESENTATION						
Rating: 1 = Poor 2 = Average 3 = Good 4 = Very good 5 = Excellent						
CRITERIA						WEIGHTS
1.	Methodology and approach of the study					35
	Irrelevant design methodology and approaches presented	Full description of the study design and data analysis approach and reporting to client	In addition to 2, clear justification of the rationale behind the study design, methodology and related approaches	In addition to 3, short comings / limitation associated with the overall approach to be followed in the study identified and the mitigation strategies articulated	In addition to 4, there is demonstration of innovative and originality of methodology and approach to addressing the overall study requirements	
	1	2	3	4	5	
2.	The ability to deliver the project requirements and scope of work					35
	Understanding the earth observations and government systems in relation to the evaluation requirements and can appropriately relate the evaluation to current political, policy and governance environment.					
	Lack of understanding of the EO and	Partial understanding of the EO and	Can clearly demonstrate understanding of the EO	3+ In-depth understanding	4+ can bring national and international insights	
						initiate:

	government systems	government systems	related context debates, government systems and how implementation happens	of the EO landscape		
	1	2	3	4	5	
3. Report writing and Communication	Write clear, concise and focused reports that are credible, useful and actionable, address the key evaluation questions, and show the evidence, analysis, synthesis, recommendations and evaluative interpretation and how these build from each other. Also ask dissemination of results					30
	No examples of writing provided	Examples provided shows poor writing skills	Examples provided show good writing skills, but use of evidence is not demonstrated	Examples provided show good reports which demonstrate use of evidence, good logic,	Well-written and punchy reports with good use of infographics, good summaries, good use of evidence	
	1	2	3	4	5	
TOTAL SCORE						100
MINIMUM THRESHOLD SCORE						60

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

14.4 Phase 4: Price And Specific Goals

Price inclusive of VAT will be evaluated as indicated below.

Price inclusive of VAT will be evaluated as indicated below.

- a) In terms of regulation 4 of the Preferential Procurement Regulations, 2022 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 system in terms of which points are awarded to service providers on the basis of:

initiate:

- The bid price (maximum 80 points)
- Specific Goals mentioned below in Table1 (maximum 20 points)

Service providers can only claim specific goal credentials, by providing a detailed company ownership 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 price of tender under consideration;

P_t = Price of tender under consideration;

$P_{\min}$ = Price of lowest acceptable tender.

- c) A maximum of 20 points will be awarded to a tenderer for the specific goal (at least 51% ownership) specified for the tender, as per the table below:

Table 1 – Specific goals

The specific goals allocated points in terms of this tender:	Number of points allocated (80/20 system)
EMEs and QSEs	10
Companies owned by black people	5
Companies owned by women	5

initiate:

The specific goals allocated points in terms of this tender:	Number of points allocated (80/20 system)
Companies owned by youth	0
Companies owned by people with disabilities	0

- i. A bidder must submit proof of its Specific goals' status.
- ii. Bidder to claim points if their specific goal(s) ownership is at least 51 %.
- iii. A bidder failing to submit proof of Specific goals' status or failing to meet the Specific goals, may not be disqualified, but (a) may only score points out of 80 for price; and (b) score 0 points out of 20 for Specific goals.
- iv. The points scored by a bidder for Specific goals in accordance with the preceding paragraphs 6.4(c) must be added to the points scored for price under paragraph 6.4(b).
- v. The points scored must be rounded off to the nearest two decimal places.
- vi. 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.
 - The Department may negotiate a market-related price with the tenderer scoring the highest points or cancel the tender.
 - 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.
 - 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.
 - If a market-related price is not agreed in all the aforementioned respects, the Department must cancel the tender.
- vii. In the event that two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the

initiate:

highest points for specific goals. (2) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

- viii. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

15.AWARDING OF THE BID

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

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

15.3 The service provider will have to sign a Non-Disclosure Agreement, as the work done will be confidential.

15.4 All staff members to be appointed by the service provider will require a positive security clearance from the security agencies of the State.

15.5 The DSI and the service provider will enter into a service level agreement (SLA).

- a. The SLA will be signed with a representative of the appointed service provider.
- b. The agreed timelines, performance indicators and budget will form part of the SLA.
- c. The original Terms of Reference and agreed amendments will be an annexure to the SLA.
- d. The DSI will make payment as per the signed SLA.

15.6 The Service Provider must:

15.6.1 Conduct business in a courteous and professional manner.

initiate:

- 15.6.2 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 cleaners in line with the relevant Sectoral Determination including payment for overtime work.
- 15.6.3 Manage the internal disputes among his/her staff in such a way that DSI is not affected by those disputes.
- 15.6.4 Ensure that all staff working under this contract is in good health.
- 15.6.5 Comply with DSI policies, procedures and regulations.
- 15.6.6 Ensure that all staff working under this contract is adequately trained prior to the commencement of the contract. Even the relievers must be fully trained before they are deployed to DSI. DSI reserves the right to order the immediate removal of a staff member who is poorly performing.
- 15.6.7 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.
- 15.6.8 The onus is upon the service provider to familiarize themselves with the project sites as well as the extent of the service to be rendered.**

15.7 DSI shall:

- 15.7.1 Manage the contract in a professional manner.
- 15.7.2 Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfill their duties.
- 15.7.3 Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the contract.
- 15.7.4 Not tolerate any unfair labour practices between the service provider and their staff that happen during the execution of the project activities.
- 15.7.5 Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
- 15.7.6 Provide a storage facility for equipment and materials where possible.
- 15.7.7 If necessary request the withdrawal of a staff member who poses a threat to DSI employees.

initiate:

- 15.8 The service provider shall assume work upon the signing of the contract or upon approval by the Department.
- 15.9 The service provider will be responsible for ensuring that the agreed deliverables are produced to a quality standard, on time and within the budget.
- 15.10 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.
- 15.11 The service provider will solely be responsible for all administrative issues related to the project.
- 15.12 The service provider will attend regular meetings with the DSI throughout the duration of the project.
- 15.13 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.
- 15.14 The service provider will explain and elucidate the final report at a meeting arranged by the DSI.
- 15.15 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.

16.FRONTING

- 16.1 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

initiate:

legally compliant manner. Against this background the DSI condemns any form of fronting.

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

17. PROPRIETARY RIGHTS

- 17.1 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.
- 17.2 The DSI will have unrestricted access to all material, data and information.
- 17.3 The service provider shall deliver any or all such material, data and information to the DSI upon request.
- 17.4 The final product of all work done shall, on completion of the project belong to the DSI.
- 17.5 The service provider shall agree that all rights, are 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

initiate:

including computer programmes, e- data and documentation related to the project belong to the DSI.

18. PROHIBITION OF RESTRICTIVE PRACTICES

18.1 In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a service provider(s) is (are) or a contractor(s) was/were involved in:

- a) Directly or indirectly fixing a purchase or selling price or any other trading condition
- b) Dividing markets by allocating customers, suppliers, territories or specific types of goods or
- c) services; or
- d) Collusive bidding.

18.2 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.

18.3 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.

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

initiate:

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

19. SUBMISSION OF PROPOSALS

19.1 Please note due to Covid 19 there will be no deliveries at the DSI building. Proposals must be emailed to tenders@dst.gov.za.

19.2 The proposal must be clearly marked as follows:

Bid No: **DSI01/2023-24**

Description: SAEOSS Evaluation

Bid Closing date and Time: **17 May 2023 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.

20. COMMUNICATION

20.1 Any questions are to be submitted not later than **05 Days** before the closing date of the Bid. Proposals received after this date will not be entertained by DSI. All questions and answers will be published at www.dst.gov.za/tenders section.

20.2 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.

20.3 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.

initiate:

20.4 Enquiries related to the registration and submission of proposals must be directed to Supply Chain Management:

Demand & Acquisition Management

E-mail: tenders@dst.gov.za

initiate:

PART A: CLIENT BASE

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

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

initiate:

