

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (South African National Biodiversity Institute)														
BID NUMBER:		SANBI: BRAM436/2022		CLOSING DATE:		17 NOVEMBER 2022		CLOSING TIME:		11:00am				
DESCRIPTION		THE APPOINTMENT OF A SERVICE PROVIDER TO THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) TO UNDERTAKE THE SOFTWARE APPLICATION DEVELOPMENT OF THE SOUTH AFRICAN WILDLIFE POPULATION SYSTEM, AS WELL AS EXECUTE SYSTEM ROLL-OUT TO USERS												
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)														
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:														
Biodiversity Centre Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria Pretoria														
Compulsory briefing session date: 28 October at 13:00 PM.														
Microsoft Teams- see the link on page 17														
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO						TECHNICAL ENQUIRIES MAY BE DIRECTED TO:								
CONTACT PERSON						CONTACT PERSON			Mr. Matthew Child					
TELEPHONE NUMBER						TELEPHONE NUMBER								
FACSIMILE NUMBER						FACSIMILE NUMBER								
E-MAIL ADDRESS			sanbi.tenders@sanbi.org.za			E-MAIL ADDRESS			m.child@sanbi.org.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			☐ Yes ☐ No [IF YES ENCLOSE PROOF]				ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?				☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]			

/SERVICES /WORKS OFFERED?			
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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 A
INVITATION TO BID**

**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 PIN 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: **SANBI: BRAM436/2022**

Closing Time 11:00

Closing date: **17 November 2022**

OFFER TO BE VALID FOR 120 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

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 institution	State

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**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / 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?

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.

2.3.1 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 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

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.

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	☐	☐
Black people who are youth	☐	☐

Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as

indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

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

DATE:

ADDRESS
.....
.....

Request for Tender

For

**Appointing a Service Provider to the South African National Biodiversity Institute (SANBI)
to undertake the software application development of the South African Wildlife
Population System, as well as execute system roll-out to users**

The South African National Biodiversity Institute (SANBI)

Private Bag X101

Silverton

0184

Gauteng

Tender No: SANBI:BRAM436/2022

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1. Introduction and background

The South African National Biodiversity Institute (SANBI) is a public entity that is mandated by the National Environmental Management: Biodiversity Act (NEMBA), Act No. 10 of 2004. SANBI's mission is to champion the exploration, conservation, sustainable use, appreciation and enjoyment of South Africa's exceptionally rich biodiversity for all people. SANBI contributes to South Africa's sustainable development by facilitating access to biodiversity data, generating information and knowledge, building capacity, providing policy advice, showcasing and conserving biodiversity in its national botanical and zoological gardens.

The Global Environmental Facility (GEF), via the United Nations Environment Programme (UNEP), has contracted the Department of Forestry, Fisheries and the Environment (DFFE) as the executing agent of the project titled 'Strengthening institutions, information management and monitoring to reduce the rate of illegal wildlife trade in South Africa' (Project number: GEF ID: 9525). SANBI is responsible for Component 1 of the GEF-funded project, titled **'Strengthening capacity and information systems for effective management of wildlife trade monitoring'**. The Component aims to strengthen the functioning of the Scientific Authority of South Africa (SAoSA) through capacity building and improved information management for priority species. SANBI is the entity responsible for this component of the project due to its mandate to provide technical support to the SAoSA.

A key function of the SAoSA is to monitor legal and illegal wildlife trade and carry out non-detriment findings (NDFs) for Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) Appendix I and II listed species. This work uses a wide range of information sources that determine whether the combined impacts of legal and illegal trade will have a detrimental impact on wild populations.

Some monitoring of animal and plant species is carried out by provincial and park authorities, particularly for large mammal species, where information is often analogue and/or maintained as spreadsheets on individuals' laptops. Additionally, much information on these species is also maintained by private landowners. There is no coordinated national-level monitoring nor an updated and curated population count / abundance database for even the most high-profile species such as rhino, lion, leopard and elephant. As a result, every time an assessment is required, the SAoSA must compile data from individual and dispersed datasets, making it difficult to detect the scale or impact of illegal trade, or to use the available information as part of the decision-making process for wildlife trade. There is therefore an urgent need to improve the capacity of the SAoSA at local, provincial and national levels for monitoring and determining the sustainability of harvest for legal trade. Part of this improved capacity is a centralised national system to store and share species and survey data.

This national system is Output 1.2 of the GEF-funded project, and is described as follows:

Output 1.2: A centralised system for monitoring wildlife in trade is established

For this output, SANBI requires a Service Provider to undertake system development through an agile process, as well as oversee the build process by performing the Product Owner function and conducting initial change management and capacity building required for the uptake and implementation of the national system. Ultimately, the aim is to develop a system for population-level monitoring of traded wildlife where information from provinces and private landowners is housed centrally and used to inform evidence-based decision-making by key end users. The centralised system must curate key population data on a shared database (while also capturing

provincial-specific and other relevant data), thereby allowing for national-level trend analysis, reporting and decision-making. To test the decision-making abilities as a result of the system, SANBI will collaborate with research organisations and institutions to undertake case studies of certain species.

2. Invitation to tender

Tenders are hereby invited for a Service Provider (it is recognised consortium might be required to fulfil all the requirements) to undertake system development through an agile process, oversee the build process by performing the Product Owner function, and conduct the initial change management and capacity building required for the uptake and implementation of the system (explained in detail in the Scope of Work). The purpose of this Request for Tender (RFT) is to provide potential Service Providers with directives of the relevant services required by SANBI; and to provide information on how SANBI will consider tender responses from suitably qualified, experienced and professional Service Providers.

The tender process will be coordinated by SANBI's Supply Chain Management (SCM) department, contactable at the following address:

Deputy Director: Supply Chain Management
The South African National Biodiversity Institute (SANBI)
Private Bag X101
Silverton
0184
Email: sanbi.tenders@sanbi.org.za

The tender closes at 11:00 on 17 October 2022

3. Compulsory online briefing session and email enquiries

A virtual compulsory briefing session will take place as follows:

Date: 28 October 2022

Time: 13H00 to 14H00

Venue: Microsoft Teams, via the following link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmY0M2Q2MTgtNDA4ZC00OGUyLWE3MDAtMzA1YTJkZjYxZmRI%40thread.v2/0?context=%7b%22id%22%3a%220b847c5e-73e2-4441-8789-9c092d2dd489%22%2c%22oid%22%3a%2286fff119-7430-48ac-bdbf-bbee8212804e%22%7d

Bidders are encouraged to direct all technical and bidding procedure enquiries to the email addresses below. All responses to questions via email and at the compulsory briefing session will be communicated via this tender's advertisement webpage on the SANBI website www.sanbi.org.

- For bidding procedure enquiries: sanbi.tenders@sanbi.org.za
- For technical enquiries: m.child@sanbi.org.za

Cut-off date for enquiries: 2 November 2022 at 12:00. All questions from email submission and the briefing session will be answered on the SANBI webpage dedicated to this tender.

4. Scope of work

Prospective Service Providers to note: The full Output 1.2 of the project is explained in section 4.1 so that potential Service Providers can understand the significance of how their work fits into the overall GEF-funded project.

4.1 Detailed information about the proposed system and Project Output 1.2

Under Output 1.2 of the overall GEF-funded project, a centralised system for effective and co-ordinated monitoring of priority species of traded wildlife (both species of rhinoceros, lion, leopard, cheetah and elephant) will be built and rolled out to both data providers and end users. Ideally, the system would eventually be able to house information for other species as well, and the design of the system should be such that extra modules could be added for species. The project will prioritise the key species mentioned above first. At least one species will be chosen as a pilot for testing the system by mid-2023.

Currently, permits for legal trade, information about illegal trade seizures and other law enforcement processes, and provincial-level monitoring data for key species (e.g. population counts and population information such as births, deaths, translocations, etc.) are captured at a provincial and sometimes national level. In addition, private wildlife owners maintain their own information systems about wildlife on their land, and some non-governmental organisations maintain their own information systems for specific species.

The proposed central Wildlife Population System is expected to provide valuable data and analytics on a national level about the impacts of legal and illegal trade in the species and the current status of the distribution and abundance of the species. The data will then be interrogated and analysed by users of the system so as to inform national and international permitting and listing or reporting processes (e.g. the Threatened or Protected Species list under NEMBA, the CITES listings, hunting quotas, etc.).

Much of the current monitoring of wildlife populations takes place within the provinces' scientific services and by private wildlife managers; however, this monitoring and data capturing is not coordinated nationally. The GEF-funded project aims to develop consistent and agreed monitoring protocols, coordinate inputs, and develop a system for uploading, sharing and analysing monitoring data. The centralised system will curate important data into a shared database, allowing for national-level decision-making. The centralised system will need to have agreed protocols and recording workflows together with semi-automated analyses that could be performed by different tiers of users.

Output 1.2 of the GEF-funded project consists of the following Activities (*Note: this tender is only focused on Activities 1.2.2 – 1.2.5, but the other activities are listed for context purposes*):

- 1.2.1. ***Note: this activity was already completed as SANBI tender number BAM386/2021.*** Review and analyse existing wildlife monitoring systems in place (for biodiversity and for wildlife trade nationally and internationally) and the databases that are available in country for the key species in trade. The review and interviews with key stakeholders informed a needs assessment and specification development for the national monitoring database/system. Issues of data capture and recording protocols were investigated as part of the business analysis.
- 1.2.2. Develop and implement a national monitoring system for use across the SAoSA member institutions and other stakeholders. The monitoring system is expected to be curated and managed by SANBI. Data capture and recording are expected to be

completed by the scientific services/permitting sectors of the provincial environmental authorities using standard recording and reporting protocols. Design of these protocols will be started during Activity 1.2.1, and concluded with the design of the national monitoring system. Recording and reporting protocols will be electronic, requiring access to internet via computers/cell phones/tablets.

- 1.2.3. Hold training workshops on how to input data to the system (i.e. data providers) and how end-users can undertake subsequent data analyses.
- 1.2.4. Produce and disseminate communication materials on the national monitoring and reporting system.
- 1.2.5. Further develop and roll-out the national monitoring and reporting system beyond SAoSA members (i.e. other users such as private land owners).
- 1.2.6. Carry out case studies for key species to test that the centralised monitoring system functions as anticipated.

The review and analysis carried out under Activity 1.2.1 was recently completed and informs the design specifications and ultimately the development and roll out of the national monitoring system (Activity 1.2.2 to 1.2.5). The work (completed in March 2022) provided SANBI with a full specification document for the proposed national Wildlife Population System (Annexure B), as well as information on proposed governance, change management and capacity development solutions in order for the system to be effectively deployed nationally.

It must be noted that the system proposed is not one of SANBI's normal Biodiversity Information Management systems where biodiversity data are served to the public. Due to the security issues (e.g. the location of rhino), this system has been designed to have high security and only certain users will have access to all the data uploaded to the system. In order to encourage data providers to agree to submit their data on the system, the system will allow each data provider to run simple analyses on their data.

4.2 Aim of this tender

Activity 1.2.2 is the primary subject of this tender and the Service Provider will be responsible for the development of the system and the write-up of guidance documents on its management and use. However, the appointed Service Provider will also assist in Activities 1.2.3 to 1.2.5, to the extent of providing guidance to SANBI and its partners on implementation to overcome barriers in adoption of the new system.

The Service Provider will work extensively with the SANBI Project Manager and System Build Committee (comprised of key stakeholders) in managing the build phase and system uptake (as per the governance structure in Annexure C).

The ultimate output must be a functional and fit-for-purpose South African Wildlife Population System and associated user documentation – see section 4.3 for a list of tasks and deliverables.

This tender has the following primary functions, and Service Providers must ensure they are able to fulfil all functions:

1. Software development and migration to SANBI Azure tenant
2. Product Owner
3. Change management and capacity building
4. User Experience and User Interface (UX & UI)

5. System management and maintenance guidance.

The Service Provider must have software developers who will develop the system as per the **software development** specifications laid out in Annexure B. Prospective Service Providers must note that SANBI will host this system on its Azure tenant after development but that the Service Provider must host the system during its development and then fully migrate the system to the Azure cloud server at SANBI towards the end of the contract. The software developers must have availability over the contract period for system troubleshooting and bug fixes, even though the actual software build is estimated at only six months.

The **Product Owner** will be expected to use the System Requirements Specification (Annexure B) to manage and guide the system development team through an agile development process and ensure detailed and ongoing communication with the SANBI Project Manager and System Build Committee. This will involve keeping the development of the system to specification and on time, as well as maintaining the SANBI context and mandate in mind. The Product Owner will also liaise with stakeholders who test the features of the system as they are developed and provide feedback to the software development team. Additionally, the Product Owner will work with SANBI and partners to provide feedback to the software development team during the production of case studies (see Activity 1.2.6 above) and implement refinements necessary for the system to achieve its goal in producing credible, salient and legitimate data for decision-making.

As part of this tender, the Service Provider must develop a change management plan, in collaboration with SANBI, towards managing stakeholder feedback and helping to unblock barriers to uptake through change management. The **change management and capacity development** function includes:

- i) confirming change readiness for system uptake across relevant organisations (for SANBI, DFFE, SANParks and nine provincial management agencies), assessing organisational capabilities to use the system (technical capacity, existing information use, cultural context) to optimise system uptake (prospective Service Providers must note that some of the change readiness was investigated during SANBI tender number BAM386/2021 and all relevant documents from that process will be provided to the appointed Service Provider). SANBI will assist in identifying core stakeholders for the initial roll-out of the system during the Service Provider's contract period);
- ii) using the change readiness assessment, co-design (with SANBI) a training and roll-out plan for the key of system users, both data providers and end-users (SANBI, DFFE, SANParks and the nine provincial management authorities);
- iii) develop user guidance manuals (e.g., how to input data into the system, how to manage the system administration and how to conduct data analyses) and guide SANBI on other relevant communication materials on the system for both internal (SANBI) use as well as the community of users overall;
- iv) ensure sufficient train-the-trainer sessions are held with SANBI and its key partners (at least two workshops) so that they can continue the roll-out and implementation of the system beyond the end of the Service Provider's contract.

The **UX & UI function** is required to bridge the gap between development team and SANBI to align on the desired user experience.

The **system management and maintenance** function entails providing sufficient guidance to SANBI to ensure that SANBI can maintain and manage the system without the need for external service providers. This is extremely important, as there is no guarantee that funding will be

available for ongoing maintenance and enhancement of the system. Any prospective challenges in this regard must be identified timeously by the Service Provider and discussed immediately with the System Build Committee.

4.3 Tasks and deliverables for this tender

The work must be completed ideally within eighteen (18) months. The Service Provider must ensure they have sufficient capacity to meet this timeframe. It is likely that the bulk of the days will be taken up earlier on during the eighteen months for the software development, however sufficient time must be allocated to the roll-out and change management aspects of the tender.

Expected tasks for the work, the likely method for undertaking the task, and the deliverable for the task are in the table below and prospective Service Providers are encouraged to expand on this as needed for their proposal document.

Task	Method	Deliverables
1. Review the deliverables and materials generated under Activity 1.2.1 and develop a software development implementation plan with full Product Backlog and expected timeline for the sprints.	- Review the materials provided by SANBI - Conduct meetings with SANBI project manager and members of the System Build Committee to gain understanding of context and mandate. - Integrate system design specifications into an implementation schedule with different feature sets associated with different sprints so members of the technical task team know approximately when they will be needed for functionality testing.	Software development implementation strategy and schedule.
2. Assess readiness for system uptake within key institutions to inform change management plan.	- Review materials provided by SANBI from Activity 1.2.1 - Undertake strategic interviews with key personnel at relevant core stakeholder organisations (in partnership with SANBI) to assess readiness for system uptake and inform the change management plan. <u>This should include at least SANBI, DFFE, SANParks and nine provincial management agencies.</u> - Draft a change management plan – both for initial core stakeholders and for general roll-out.	Change management plan detailing system uptake readiness and strategies to address capacity gaps and embed system in decision-making workflows. This plan will inform both the user guidelines and training workshop deliverables. (Note: it is recognised that SANBI and its partners will be primarily responsible for implementing further roll-out to additional users beyond the end of the Service Provider's contract, therefore the aim for this initial planning on change management is to ensure that SANBI understands the change journey the system users will encounter and that the Service Provider has given strategies and recommendations for the roll-out)
3. Build the system according to the system specifications.	Using the system specifications already developed and/or enhancements decided upon	Functioning Wildlife Population System released to testers at relevant intervals and

Task	Method	Deliverables
	through the system development process (as governed by the System Build Committee), design and build the software to be hosted on SANBI's Azure tenant. This is likely to consist of the following phases: 1. Technical Requirements & Specification Gathering 2. Integration Development (API Services) 3. Functional Component Development 4. Data Layer & Access Control 5. Analytics & Visualization	finalised after feedback from change management processes and user training workshops with core stakeholders. • Migration of Wildlife Population System to SANBI Azure tenant.
4. Manage the system development phase in liaison with the SANBI project manager and System Build Committee (perform Product Owner function).	• Product Owner to review sprints in relation to the identified specification of the system. • Product Owner to convey feedback on system from the System Build Committee to system development team for refinements. • Product Owner to identify any major obstacles or opportunities during the build phase. • Regular meetings with SANBI Project Manager and testing team as needed.	• Short technical reports summarising the sprints and checklist of features with a traffic light system for separating completed features from those needing refinement or rebuild.
5. Develop user guidance manuals (e.g., how to input data into the system, how to manage the system administration and how to conduct data analyses) and provide advice on other communication materials needed	• Produce manuals and workflows on how to use the system, including data formatting and upload protocols and interpretations of data analyses for decision-making. • Test the manuals with new users to assess efficacy. • Revise guidance manuals appropriately • Guide SANBI on other relevant communication or training materials on the system for both internal (SANBI) use as well as the community of users overall.	• Final user guidance manual for the system, including step-by-step instructions on data upload protocols (standard recording and reporting protocols) and examples of how to analyse the data for various decision-making purposes • Documented guidance to SANBI on the development of additional training or communication materials for change management. These should respond to the capacity gaps identified in the development of the change management plan above
6. Co-design and participate in two user training workshops	• Co-design, with SANBI, user 'train-the-trainer' workshops (for at least SANBI, DFFE, SANParks and the nine provincial management authorities) with the SANBI Project Manager to showcase the system and help implement change management to the core stakeholder group identified (at least two one-	• Group training exercises / materials • Facilitation of two user training workshops • Report on 2 workshops held. • Updated system build • Updated user manuals and/or training materials

Task	Method	Deliverables
	day workshops – to be held virtually): 1. For data providers showcasing how to input data into the system and how to run analyses on their data. 2. For high-level end users – i.e. SANBI scientists using the system for complicated analyses. • Ensure user feedback and bug tracking is incorporated into system functionality and/or user manuals and/or training materials.	
7. Provide 1 training workshop on system maintenance and management to SANBI staff (at least one workshop), and develop a maintenance guideline document noting that SANBI must be able to host and maintain the system as well as make basic enhancements (e.g. add another species)	• Work with SANBI system administrators and IT staff to develop capacity for system maintenance and troubleshooting. • Put in place a technical plan for how to expand the system to other species groups and information components over time. • Set aside time post system construction for troubleshooting, bug fixes and technical debt, to ensure adequate feedback between system users and technical fixes. • Plan a SANBI system administrator workshop (1-2 day workshop) to ensure a complete administration and maintenance handover at end of Service Provider's contract.	• Technical maintenance guideline for SANBI administration staff, including plan for expanding system to other species groups. • One training workshop for SANBI staff • System handover – final handover report

4.4 Competencies of the Service Provider

The Service Provider will be responsible for providing any personnel required to accomplish the Scope of Work. Should it become necessary to replace any personnel during the course of this tender they may only be replaced with individuals that have similar or better qualifications or experience.

The Service Provider, which may comprise a consortium of partners, must collectively fulfil the functions outlined in Table 1.

Table 1. The expertise required in the Service Provider

Expertise required (and approximate % of time)	Description / needs
Project management (15%)	The prospective Service Provider will be evaluated on the team's ability to provide good project management for the oversight of both the software development and the change management and

Expertise required (and approximate % of time)		Description / needs
		capacity building functions. Project management needs include, but are not limited to: time and task management, and financial management.
Software development team (40%)		It is critical that the vendor should have their own configuration engine. The software development team will be evaluated on their capabilities to meet the System Requirements Specification (Annexure B). Please ensure that team members' qualifications, skills and experience are listed appropriately for evaluation purposes.
Service provider with specialisation in change management	Product Owner (PO) Function (20%)	The product owner is the person with a vision of how the end-product should look, who are the end-users and what it should do. This role is of prime importance in this project, as it is the liaison between SANBI and the software development team.
	Change Management and Capacity Development Function (20%)	This is a change management specialist that will need to lead the change management and capacity development approach for the implementation and roll-out of the system. There are five critical skills required: • Advanced communication (verbal and written) for translating technical issues into layman terms • User guide writing / development • Advanced Interpersonal Relationships • Expert Coach • Strategic Thinker • Project Management
	User Experience and Interface Specialist (UX & UI) (5%)	UX & UI consultant is required to bridge the gap between development team and SANBI to align on the desired user experience. Skills include the following: • Prototyping, wireframing, user flow, mockups • Visual and software design

Expertise required (and approximate % of time)	Description / needs
	• User Research and usability testing • Agile • Information architecture

The successful Service Provider's team must possess the following competencies:

- Demonstrable expertise and knowledge as a software developer to build information systems used to provide data for important scientific analyses (preferably in the biodiversity sector).
- Experience in the management (both technical and social) of information system roll-out to implementation (i.e., change management practice and capacity development for users of new information management systems).
- Experience in facilitating training workshops on system implementation and management.
- Experience in developing user manuals and advising on how people learn to use software systems.
- Excellent writing skills, so that user manuals and co-developed communication materials and training guides are understandable to lay people.
- Ability to work closely with SANBI and the System Build Committee to arrange and conduct the system testing phases with minimal disruptions to tester work schedules.
- Ability to draw on experience of similar system development projects to anticipate problems and bottlenecks and advise solutions accordingly.
- Excellent communication skills so that the SANBI team and the System Build Committee are informed and updated on progress.

5. Requirements for proposals

5.1 Mandatory requirements / documents

Tenders must include the following documentation (**Failure to submit this required documentation will lead to disqualification**):

- Pre-Qualification criteria for preferential procurement:
Note that for this tender, the following pre-qualification criterion for preferential procurement will be applied: Section 4(1) (a) a Tenderer having a minimum B-BBEE status level of contributor, Level 2 (A certified copy or original valid B-BBEE Status Level Certificate or sworn affidavit is required).
- A letter of Good Standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA), if applicable. The letter should be issued by the Department of Labour.
- A copy of the Central Suppliers Database (CSD) registration report.
- Duly completed and signed SBD forms.
- Pricing details (see Section 6). **This must only be included in the 'original' document as per the section on submission below. Inclusion of pricing in any 'copy' (in the PDF file(s) of the document(s) on the memory stick) will result in the tender being rejected.**

5.2 Other documentation required to undertake functionality evaluation

Service Providers interested in this RFT should submit a concise written proposal that addresses the scope of work. Failure to submit these documents will not result in disqualification, however, the information contained in them is required for evaluation purposes. The proposal must include:

- 5.2.1. Company or consortium profile, detailing the technical ability of the team to fulfil the requirements of this Request for Tender. Tenderers can assemble a consortium of team members that can collectively address the different requirements. If a consortium approach is used, there must be one lead organisation who contracts with SANBI, but please provide evidence of the abilities of each party to conduct the work assigned to it within the consortium.
- 5.2.2. Short CVs (each CV not more than three (3) pages in total) of each team member (with organisations stipulated if a consortium approach is preferred) who will be involved in this work, detailing their qualifications/training, specialist skills and knowledge, and their relevant experience of similar work related to their role for this tender.
- 5.2.3. Detailed proposal and work plan that explains how the Service Provider plans to fulfil the scope of work, with the proposed start and completion date and timeframes for activities (number of days).
- 5.2.4. A list of similar projects (i.e. development and/or management of software systems, and relevant stakeholder engagement and training) carried out within the past five years, with a short description of the work, the scale of the work (e.g. how many reviews; national versus local scales, etc.), success metrics for each project, and contactable references for each project (names and contact details of clients).
- 5.2.5. Quotation for the work, which must clearly state the daily rates of the Service Provider per activity outlined in the proposed work plan, with VAT listed separately. Use Annexure D for the quotation. **Note that financial and pricing details must only be included in the pack marked “ORIGINAL” (see section 7).**
Notes on budgeting: Cell phone, computer expenses, internet connectivity and office expenses are for the Service Provider’s own account. It is assumed that most interviews, workshops and meetings will be conducted via telephone or via online meeting platforms. If domestic travel is required, such travel may be authorised if evidence of importance is provided. Travel should not be included in the budget and SANBI will arrange travel separately in line with SANBI’s policies. The printing of user manuals and of training or other communication materials (e.g. brochures) will be for SANBI’s account. SANBI will host the system after system migration from the Service Provider, but any hosting cost during the development of the system can be included in the quotation.

SANBI reserves the right:

- To verify any information supplied in the tender submission;
- To not appoint any Service Provider;
- To cancel or withdraw this tender at any time without attracting any penalties or liabilities;
- To have the final say in the appointment of the Service Provider and that this will be binding;
- To disqualify a tender or cancel any subsequent contracts should it be found that:

- Information was omitted that should have been disclosed
- Factually inaccurate information was provided and/or
- That a misrepresentation of facts has occurred.

6. Pricing

The final price, using the format provided in Annexure D, must be inclusive of VAT and will be considered the total cost for the duration of the contract. Please note the important information about the quotation provided in 5.2.5 above, and about the two envelope process under section 7 below.

7. Submission of tender

In Respect of Bids that include Functionality as a Criterion for Evaluation (Issued 3 September 2010), the two-envelope system will be used for this bid. Service providers are to submit (1) printed document pack with pricing included in an envelope marked 'ORIGINAL', and in a separate envelope (marked 'COPY') provide a copy of the document pack without pricing as PDF file(s) on a memory stick.

NB: Financial or pricing details should ONLY be included in the printed document pack marked 'ORIGINAL', and not in the PDF file(s) of the document(s) on the memory stick.

NB: Failure to submit one printed document pack with pricing in one envelope, and a document pack without pricing on a memory stick will lead to your bid being disqualified.

Tenders must be submitted in the tender box located in the reception area of the Biodiversity Centre Building at the Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria, Pretoria, during office hours before the tender closing date and time.

Normal office hours are from 08:00 to 16:00 daily. Emailed and faxed submissions will not be accepted. Late submissions will be disqualified.

Closing date and time: 11:00 on 17 October 2022

8. Evaluation criteria

In accordance with the National Treasury Instruction Note on the Amended Guidelines in Respect of Bids that include Functionality as Criterion for Evaluation (issued 3 September 2010), this bid will be evaluated in the following stages:

The **first stage** will evaluate functionality according to the criteria listed in the table below:

CRITERIA FOR EVALUATING FUNCTIONALITY		WEIGHT / POINTS
Proposal (see item 5.2.3)		25
• Accuracy, quality and completeness	5	
• Demonstrates understanding of the scope of work	10	
• Work plan is detailed and realistic in timeframes	10	

CRITERIA FOR EVALUATING FUNCTIONALITY		WEIGHT / POINTS
Past Experience (see item 5.2.4; the experience of the Service Provider in the past 5 years to undertake the scope of the work as defined in this Request for Tender)		35
Experience in the development of information systems; ideally relating to biodiversity or life sciences data, and used to provide data for important scientific analyses	15	
Experience in the management (both technical and social) of information system software development and roll-out to implementation	15	
Relevance of similar projects carried out within the past five years and availability of contactable references	5	
Team Capacity & Capability of the Service Provider (see items 4.4, 5.2.1 and 5.2.2; company or consortium ability to fulfil the requirements of this Request for Tender)		40
Overall team structure and reporting arrangements	5	
Team members' qualifications/training relevant to this Scope of Work	5	
Team members' specialist expertise/skills/knowledge relevant to this Scope of Work	15	
Team members' experience of similar work and the related role in the services to be provided for this tender	15	
TOTAL		100

Bids that fail to score a minimum of 70 points out of a possible 100 points for functionality will not be eligible for further consideration.

The second stage will evaluate the price and preference points of those bids that meet the minimum threshold for functionality. In accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act (No.5 of 2000), the 80/20-point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points and a maximum of 20 points will be awarded on the bidder's B-BBEE Status Level Certificate. In case of a Joint Venture, bidders are required to submit consolidated BBBEE certificate or sworn affidavit, as well as joint venture agreement that clearly outlines each party's percentage involvement or role.

Sufficient information must be provided to allow the evaluation panel to evaluate proposals against these criteria.

9. Contract period

The duration of the contract shall be ideally for a maximum period of eighteen (18) months, negotiable depending on the work plan confirmed during contracting phase. Milestones will be set within the workplan and agreed upon by both SANBI and tenderer.

1.1. organisation.

ANNEXURE A: SPECIAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the Special Conditions of Contract as the minimum terms and conditions upon which SANBI is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to SANBI together with its bid, duly signed by an authorised representative of the bidder.

2. SERVICE LEVEL AGREEMENT

- 2.1. Upon award SANBI and the successful bidder will conclude a Service Level Agreement or Standard Independent Contractor Agreement regulating the specific terms and conditions applicable to the services being procured by SANBI, more or less in the format of the draft Service Level Indicators included in this tender pack.
- 2.2. SANBI reserves the right to vary the proposed draft Service Level Indicators and/or Milestones during the course of negotiations with a bidder by amending or adding thereto.
- 2.3. Bidder(s) are requested to:
 - a. Comment on draft Service Level Indicators and/or Milestones and where necessary, make proposals to these;
 - b. Explain each comment and/or amendment; and
 - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators and/or Milestones for ease of reference.
- 2.4. SANBI reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to SANBI or pose a risk to the organisation.

3. SPECIAL CONDITIONS OF THIS BID

SANBI reserves the right:

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

4. SANBI REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

- 4.1. Confirm that the bidder(s) is to: –
 - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of SANBI;
 - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - c. Act with circumspection and treat SANBI fairly in a situation of conflicting interests;
 - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SANBI;
 - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;

- g. To conduct their business activities with transparency and consistently uphold the interests and needs of SANBI as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from SANBI will not be used or disclosed unless the written consent from SANBI has been obtained to do so.

5. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

5.1. SANBI reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of SANBI or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"), —

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SANBI's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

6. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 6.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that SANBI relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 6.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by SANBI against the bidder notwithstanding the conclusion of the Service Level Agreement between SANBI and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

7. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing SANBI, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

8. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, SANBI incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds SANBI harmless from any and all such costs which SANBI may incur and for any damages or losses SANBI may suffer.

9. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

10. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. SANBI shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

11. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. SANBI reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to SANBI or whose verification against the Central Supplier Database (CSD) proves non-compliant. SANBI further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

12. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. SANBI reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

13. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

14. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that SANBI allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and SANBI will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

15. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with SANBI's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by SANBI remain proprietary to SANBI and must be promptly returned to SANBI upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure SANBI's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

16. SANBI PROPRIETARY INFORMATION

Bidder will on their bid cover letter (SBD1) make declaration that they did not have access to any SANBI proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

17. AVAILABILITY OF FUNDS

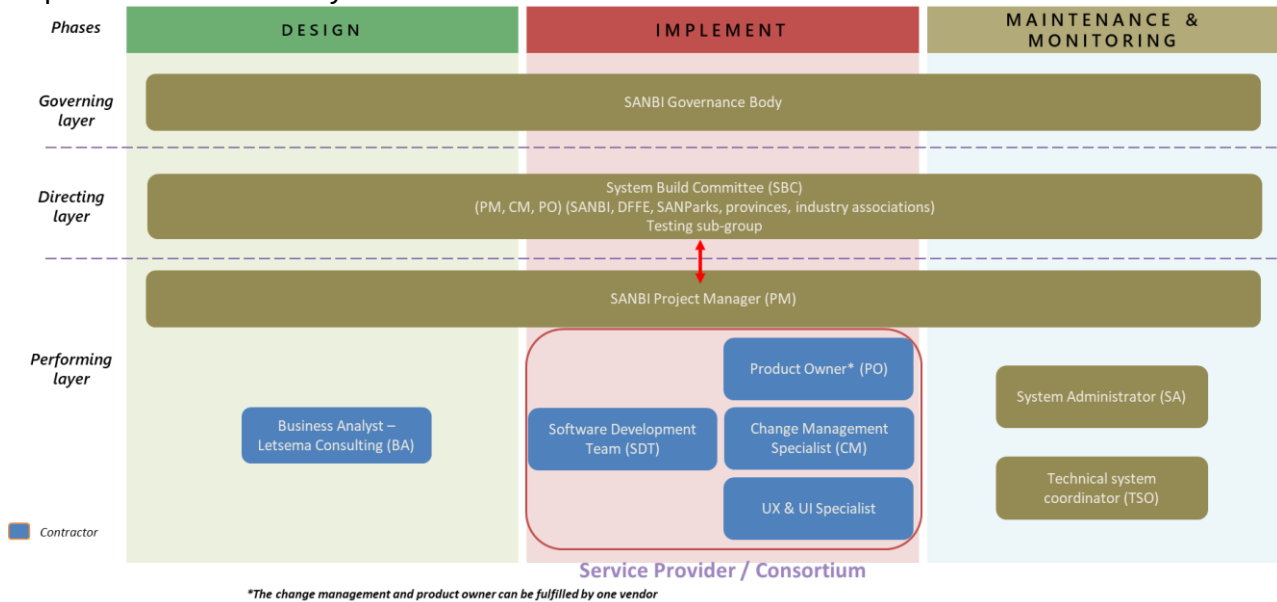
Should funds no longer be available to pay for the execution of the responsibilities of this bid (**SANBI: BRAM436/2022**) SANBI may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder. The successful bidder shall immediately make arrangements to stop the performance of the services and minimize further expenditure; provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

Annexure B: System Requirement Specification

Please see separate document Annexure B – System Requirement Specification

Annexure C: System build governance structure

Schematic of the governance structure needed to oversee the developing of the Wildlife Population Information System to be housed at SANBI.



Annexure D: Quotation template

The quotation for the work must clearly state the daily rates of the Service Provider per activity outlined in the proposed work plan, with VAT listed separately.

NB: Financial or pricing details should ONLY be included in the printed document pack marked 'ORIGINAL', and not in the PDF file(s) of the document(s) on the memory stick.

Activity	Number of person-days	Daily rate (excl. VAT)	VAT	Total per activity incl. VAT
(Tasks 1 and 3) Software development and migration to SANBI Azure tenant (1 system build strategy and scheduled, 1 functioning system, 1 migration event to SANBI)				
(Task 4) Project management of system build phase (≥ 5 technical reports documenting agile development process)				
(Task 2) Change management assessment and guidance (12 user interviews, 1 report)				
(Task 5) User guidelines development (1 guidelines document, including guidance on long-term training needed)				
(Tasks 6 and 7) Training and capacity development (2 user training workshops and associated				

Activity	Number of person-days	Daily rate (excl. VAT)	VAT	Total per activity incl. VAT
technical reports; 1 technical maintenance guideline for SANBI staff, 1 SANBI staff training workshop and 1 final handover report)				
Grant Total:				

Service Providers to note that SANBI may negotiate the number of days allocated for each activity in the final contract if necessary, but the total amount quoted cannot be exceeded in the contract.