



REQUEST FOR BIDS

RFB NUMBER : SHRA/RFB/ADMIN/02/202627

CLOSING DATE : 25 September 2026

TIME : 11H00

DESCRIPTION : **APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF AN ENTERPRISE ARCHITECTURE (EA) AND ICT STRATEGY FOR THE SOCIAL HOUSING REGULATORY AUTHORITY**

BRIEFING:

Yes

☒

No

☐

DOCUMENTS IN THIS BID DOCUMENT PACK

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:

SECTION A

1. Background
2. RFB Submission Conditions and Instructions
3. Terms of Reference
 - 3.7. Evaluation Criteria
 - 3.12. Evaluation Process

SECTION B

1. Special Conditions of Bid and Contract
2. General Conditions of Contract (Annexure A)
3. Invitation to Bid (SBD 1)
4. Pricing Schedule (SBD 3.3)
5. Declaration of Interest (SBD 4)
6. Preference Points Claim form in terms of Preferential Procurement Regulations 2022 (SBD 6.1)
7. Submission Checklist

SECTION A

1. BACKGROUND

The Social Housing Regulatory Authority (“the SHRA”) is an entity established in terms of section 7 of the Social Housing Act No 33 of 2008, accountable to the Minister of the National Department of Human Settlements and the Parliament of the Republic of South Africa. The SHRA is classified as a national public entity listed under Schedule 3A of the Public Finance Management Act (Act 1 of 1999) (“PFMA”).

The SHRA has been operational since January 2011, with a mandate to regulate, invest in and capacitate the social housing sector. The social housing programme aims to deliver affordable rental housing for low to medium income groups, currently these are households whose income levels are between R1 850 and R22 000. There are social housing projects throughout all nine (9) provinces.

The delivery and management of social housing units and projects is done through accredited Social Housing Institutions (SHIs) and private sector companies known as other delivery agents (ODAs) collectively defined as social housing landlords (SHLs).

1.1 MISSION

To ensure there is quality housing for lower to middle income households in integrated settlements by investing in, enabling, regulating, and transforming the affordable social housing rental market, in collaboration with all strategic partners.

1.2 VISION

Quality, affordable rental homes - harmonious communities.

1.3 FUNCTIONS

- Promote awareness and development of social housing, enabling environment for the growth and development of the Social Housing Sector;
- Provide advice and support to the NDoHS in its development of policy for the social housing sector and facilitate national social housing programmes;
- Provide best practice information and research on the status of the social housing sector;
- Support provincial governments with the approval of project applications by SHIs and assist, where requested, in the process of the designation of restructuring zones;

- Enter into suitable agreements with Social Housing Institutions and Other Delivery Agents for the protection of the government's investment in social housing;
- Enter into agreements with provincial governments and the National Housing Finance Corporation and debt financing institutions to ensure that implementation by these entities is coordinated;
- Provide financial assistance to SHIs through grants to enable them to develop institutional capacity, gain accreditation as SHIs, and submit viable project applications;
- Accredite institutions meeting accreditation criteria as SHIs and maintain a register of SHIs. In addition, conduct compliance monitoring through regular inspections and enforce compliance where necessary;
- Approve, administer, and disburse institutional investment grants and capital grants and obtain applications for such grants through engagement with provincial governments and municipalities;
- Make rules and regulations in respect of the accreditation of SHIs and the disbursement of government funds to them; and
- The SHRA is empowered to intervene if it is satisfied on reasonable grounds that there has been maladministration by a SHI.

2. RFB SUBMISSION CONDITIONS AND INSTRUCTIONS

2.1 FRAUD AND CORRUPTION

- 2.1.1 All bidders are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

2.2 COMPULSORY BRIEFING SESSION

- 2.2.1 *To be considered, all potential respondents must attend a compulsory briefing session on **Wednesday, 09 September 2026 at 10h00** via the Microsoft Teams platform.*
- 2.2.2 *Bidders must join the compulsory briefing session using the following Microsoft Teams link:*
<https://teams.microsoft.com/meet/345897874539162?p=q2aVHattHf4RNURIJG>

2.3 CLARIFICATIONS/QUERIES

- 2.3.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (e-mail) to nevarit@shra.org.za by **Friday 18th September 2026 at 16H00**. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

2.4 SUBMITTING BIDS

NB: ONE HARD COPY AND ITS SOFT COPY IN USB FORMAT.

- ☐ The USB must be sealed in a clearly marked envelope (bidders are advised to clearly mark the envelope with their Company name, the description of the bid and the bid number)
- ☐ The bid document must be saved in a Portable Document Format (PDF)
- ☐ Faxed or e-mailed bids will not be accepted.
- ☐ RFB number: **SHRA/RFB/ADMIN/02/202627**
- ☐ Closing date and time **25 September 2026 at 11H00**

Documents submitted on time by bidders shall not be returned.

2.5 LATE BIDS

- 2.5.1 Bids received late shall not be considered. A bid will be considered late if it arrived only one second after 11H00 or any time thereafter. Bids arriving late will not be considered under any circumstances.
- 2.5.2 Bidders are therefore strongly advised to ensure that bids be despatched allowing enough time for any unforeseen events that may delay the delivery of the bid.
- 2.5.3 Bids sent to SHRA via any other mechanism (other than personal delivery in the bid box by the bidder) shall be deemed to have been received on the date and at the time of arrival at the SHRA premises (tender/bid box or reception). Bids received at the physical address after the closing date and time of the bid, shall therefore be deemed to be received late.

2.6 FORMAT OF BIDS

- 2.6.1 Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their bids should be concise, written in plain English and simply presented.
- 2.6.2 Bidders are to set out their bids in the following format:

Part 1: Invitation to Bid

Bidders must complete and submit the Invitation to Bid document.

Part 2: Pricing Schedule

Bidders must complete and submit the pricing schedule document.

The appointed Service Provider will:

- Bidders are expected to provide an all-inclusive cost per project excluding disbursements and clearly indicating:
- Claim travel costs applicable to this contract as per the agreed rates at contracting time.
- Book only economy class flights and preferably Group B rental/hire vehicles are to be used for Service Providers.
- Book accommodation in line with the allowable rates as published by the National Treasury in Instruction Note 1 of 2024/25.

The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable

Part 3: Declaration of Interest

Each party to the bid must complete and submit the Declaration of Interest.

Part 4: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022

Bidders must complete and submit the Preference Points Claim Form.

A trust, consortium or joint venture:

- ☐ will qualify for points for their specific goals as a legal entity, provided that the entity submits their B-BBEE status level certificate OR a Letter from a registered Accounting Officer/ Auditor OR a sworn affidavit in terms of the Amended B-BBEE Codes from Exempted Micro Enterprises (EMEs) of R10 000 000 annual turnover.
- ☐ will qualify for points for their specific goals as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Part 5: Broad Based Black Economic Empowerment Certificate

Bidders are to submit an Original/Certified copy of a valid B-BBEE Certificate.

- ☐ A trust, consortium or joint venture will qualify for points for their specific goals as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid or a letter from an Accounting Officer/ Auditor or a sworn affidavit in terms of the Amended B-BBEE Codes for Exempted Micro Enterprises (EMEs) of R10 000 000 annual turnover.

Part 6: General Conditions of Contract

Bidders must initial each page of the General Conditions of Contract and submit with their bid document.

Part 7: Technical approach

Bidder must at least:

Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. Bidders are required to have the basic office equipment and the resource/s (which must include, laptop, internet connection, landline, own office with the basic office equipment). The bidder may be required to come on site where the work will be done. They should identify any possible problems that might hinder delivery and indicate how they will avoid or overcome such problems.

Describe how the work will be managed. Provide an entity chart clearly indicating:

- ☐ The lines of reporting and supervision within the bidder's team.
- ☐ The lines of reporting between the bidder and SHRA.

Identify the position(s) involved in the direct delivery of the service to be provided and in the overall management of the work and name the people who will fill these positions.

Describe the tasks, duties, or functions to be performed by staff in these positions.

Indicate the number of hours required to complete each task and the number of hours to be provided by each team member. The bidder must be able to work within strict timelines and have the capacity to do so.

Provide information on any additional value-added services for consideration by SHRA, and which will form part of the overall proposed solution. Please note that any additional value-added services must be priced separately in the section provided for in the pricing schedule.

Bidders are to present such information in a table format. The following is provided merely as guidance. Bidders are free to elaborate as they see fit.

Outcome/ output	Activity	Team member(s) involved (name and position)	Person days for each team member	Total person days

Provide a work plan of activities. In addition to providing details of the estimated number of workdays for each activity, bidders are to supply a detailed timetable that identifies when certain activities will be

undertaken and over what period they will be spread. The timing of activities, the time needed to complete them, and the order in which they will be undertaken must be explained and justified.

Part 8: Team Details

The bidder must provide:

- ☐ A comprehensive curricula vita (relevant to this bid and limited to two pages). In particular, the CV must highlight the team member(s) experience and qualifications to carry out the work.

Part 9: Experience in this field

It is essential the service provider displays:

- ☐ Experience as set out in the terms of reference.
- ☐ The Bidder must provide at least three (3) contactable reference letters on company letterheads of previous clients where the Bidder provided similar services.

Part 10: Bidders National Treasury Central Supplier Database (CSD) forms indicating the validity of the bidder's registration.

2.7 PRESENTATIONS

- 2.7.1 SHRA reserves the right to invite Bidders for presentations before the award of this Bid. Only Bidders who have met the minimum functionality criteria will be invited to presentation.

2.8 NEGOTIATION

- 2.8.1 SHRA has the right to enter negotiations with a preferred bidder regarding any terms and conditions, including price(s), of a proposed contract.

2.9 REASONS FOR REJECTION

- 2.9.1 SHRA shall reject a bid for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 2.9.2 SHRA may disregard the bid of any bidder if that bidder, or any of its directors:
 - 2.9.2.1 have abused the Supply Chain Management systems of SHRA.
 - 2.9.2.2 have committed proven fraud or any other improper conduct in relation to such systems.

2.9.2.3 have failed to perform on any previous contract and the proof exists.

2.9.3 Such actions shall be communicated to the National Treasury after following the blacklisting process.

3. TERMS OF REFERENCE

ABBREVIATIONS

TERM	DEFINITION
BPM	Business Process Management
CMDB	Configuration Management Database
EA	Enterprise Architecture
EDMS	Electronic Document Management System
ERP	Enterprise Resource Planning
SHRA	Social Housing Regulatory Authority
SOP	Standard Operating Procedure
ICT	Information and Communication Technology
GWEA	Government Wide Enterprise Architecture
TOGAF	The Open Group Architecture Framework

3.1.PURPOSE

The Social Housing Regulatory Authority (SHRA) is embarking on a transformation journey to realign its ICT Strategy with its overarching Business Strategy. To achieve this, the SHRA intends to adopt an Enterprise Architecture (EA) framework that will enable effective business and ICT portfolio planning, operational efficiency, and improved execution and governance. Enterprise Architecture (EA) provides a unified framework for defining, managing, and governing the relationships between business and ICT structures, ensuring consistency and coherence across the organization.

The Enterprise Architecture will serve as an integrated blueprint that will translate business strategy into actionable ICT initiatives across strategic, tactical, and operational levels. By adopting an EA framework, the SHRA aims to ensure that all strategic projects are optimally positioned to leverage the benefits of structured architecture practices, enhancing business agility, optimizing investment decisions, and enabling the successful implementation of organizational strategies.

In this context, the SHRA seeks to appoint a service provider with extensive experience in the development and implementation of Enterprise Architecture (EA) frameworks, development of ICT strategies and the implementation Enterprise Architecture tools. The service provider will be expected to align to industry best practices, draw on prior experience to formulate the EA based on the Government Wide Enterprise Architecture (GWEA) generic framework that was derived from The Open Group Architecture Framework (TOGAF), and provide strategic architectural insight to guide the design and implementation of the SHRA's enterprise-wide architecture.

3.2.CONTRACT PERIOD

The contract is for a duration of twelve (12) months.

3.3.CURRENT STATUS

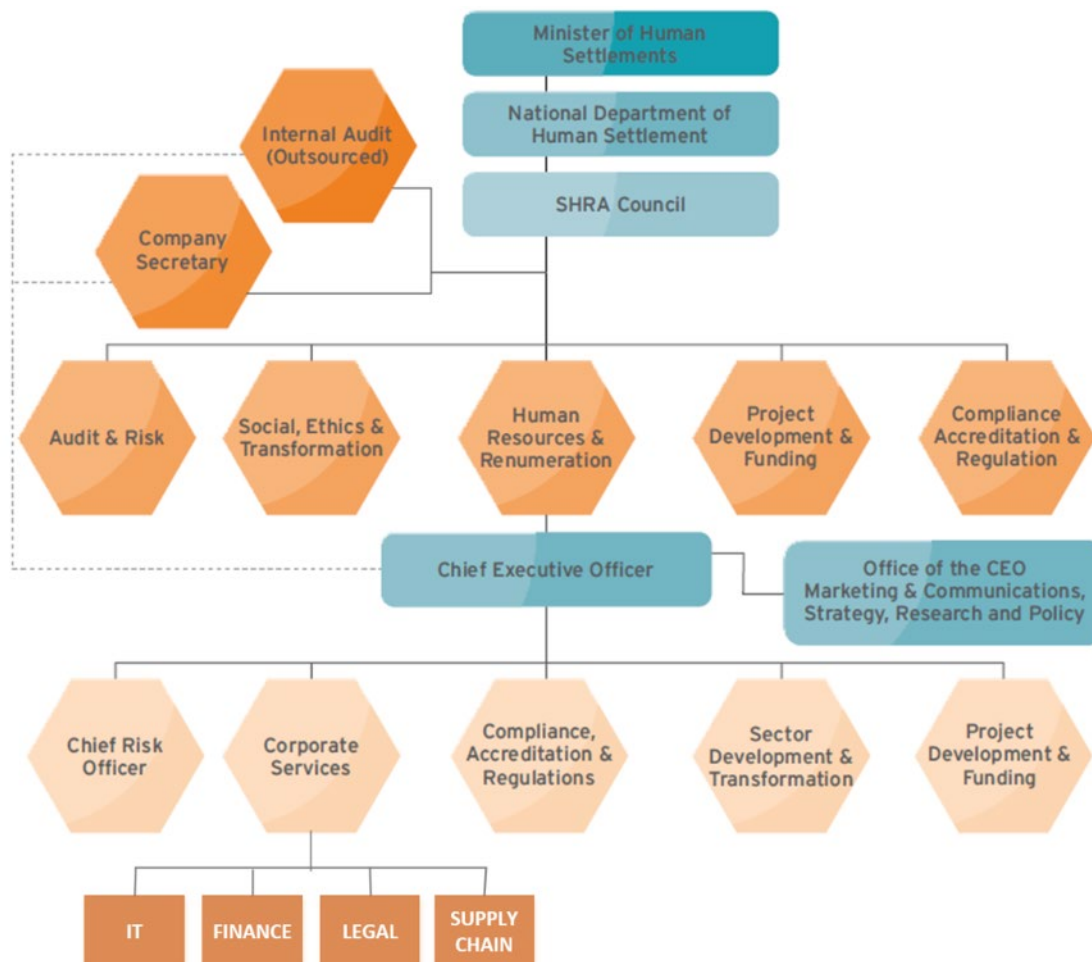
The Social Housing Regulatory Authority does not have an enterprise architecture (EA) to guide the development and deployment of application, technology, data and security solutions towards a specific target state in response to business needs in pursuit of the organization strategic objectives.

The organization currently has a foundational ICT Strategic Plan and Implementation Plan in place; however, these are not fully aligned with the organization's strategic objectives. While most business processes and standard operating procedures have been defined, they are not maintained within a centralized tool that enables efficient management, version control, or accessibility.

This situation has prompted the organization to initiate the development of an Enterprise Architecture (EA) framework that will provide a structured foundation for

aligning ICT with business priorities and serve as the basis for formulating a comprehensive, end-to-end ICT Strategy and Implementation Plan.

SHRA Organizational Structure is as follows:



3.4. OBJECTIVES

The key objectives of this engagement are to:

- 3.4.1. Develop an Enterprise Architecture that aligns ICT with organizational strategic goals.
- 3.4.2. Document the current state architecture and define the target state architecture across the business, data, application, technology, security, governance and compliance domains.
- 3.4.3. Conduct a gap analysis and develop a sequenced five-year Enterprise Architecture roadmap.
- 3.4.4. Develop a five-year ICT Strategy and Implementation Plan informed by the Enterprise Architecture.

RFB - Appointment of a service provider for the development of an Enterprise Architecture (EA) and ICT strategy for the Social Housing Regulatory Authority

- 3.4.5. Translate the Enterprise Architecture roadmap and ICT Strategy into a prioritised portfolio of initiatives with indicative budgets, dependencies, risks and measurable outcomes.
- 3.4.6. Provide and configure a cloud-based Enterprise Architecture tool for ongoing modelling, visualisation, analysis and governance.
- 3.4.7. Establish a central repository to document, manage and govern SHRA's existing business processes and Standard Operating Procedures, linked to relevant Enterprise Architecture artefacts.
- 3.4.8. Establish an Enterprise Architecture governance framework and build SHRA's internal capability to maintain the architecture, tools, repositories and related artefacts.
- 3.4.9. Ensure alignment with the Government-Wide Enterprise Architecture framework and applicable ICT governance, security, risk and compliance requirements.

3.5.SCOPE

The vendor's work shall encompass all activities necessary to deliver a comprehensive EA design and planning service. The following tasks are included but not limited to:

- 3.5.1. **Develop the As-Is Enterprise Architecture** – Assess and document SHRA's current Business and ICT environment. The assessment shall cover the following domains:
 - 3.5.1.1. **Business Architecture:** Document the organisational structure, functions, capabilities, services, value streams and high-level business process architecture, and assess their alignment with strategic objectives and supporting ICT systems.
 - 3.5.1.2. **Data Architecture:** Assess key data sources, entities, ownership, quality, governance, integration, security, information flows and reporting requirements.
 - 3.5.1.3. **Application Architecture:** Develop an application inventory and assess application ownership, functionality, integration, dependencies, lifecycle status, duplication and alignment with business needs.
 - 3.5.1.4. **Technology Architecture:** Assess infrastructure, networks, cloud services, storage, end user computing and supporting technologies for performance, scalability, resilience and lifecycle risks.
 - 3.5.1.5. **Security Architecture:** Assess the existing security environment and identify risks and gaps relating to access control, data protection, network security, monitoring, incident response and resilience, with reference to ISO/IEC 27001 and relevant NIST frameworks.
 - 3.5.1.6. **Governance, Risk and Compliance Architecture:** Assess existing ICT governance structures, policies, standards, roles, decision rights, risk management and compliance arrangements.

- 3.5.2. **Develop the To-Be Enterprise Architecture** – Develop an integrated target state architecture across the business, data, application, technology, security, governance and compliance domains.
- 3.5.3. **EA Gap Analysis and Five-Year Enterprise Architecture Roadmap** – Identify gaps between the As-Is and To-Be architectures and develop a sequenced five-year roadmap of prioritised initiatives.
- 3.5.4. **Develop the Five-Year ICT Strategy and Implementation Plan** – Develop a comprehensive five-year ICT Strategy informed by the Enterprise Architecture and aligned with SHRA's organisational strategy.
- 3.5.5. **Develop a Prioritised Project Portfolio and Indicative Budget** – Translate the Enterprise Architecture roadmap and ICT Strategy into a prioritised portfolio of projects.
- 3.5.6. **Develop an Enterprise Architecture Governance Framework** – Define the principles, policies, standards, structures, roles, responsibilities and decision-making processes required to govern and maintain the Enterprise Architecture.
- 3.5.7. **Provide an Enterprise Architecture Tool** – Provide, configure and implement a secure, cloud-based Enterprise Architecture tool that supports:
 - 3.5.7.1. Modelling and visualisation across the business, data, application, technology and security domains.
 - 3.5.7.2. Current-state, transition state and target state architectures.
 - 3.5.7.3. Roadmap development, lifecycle management and transformation planning.
 - 3.5.7.4. Impact, dependency and risk analysis.
 - 3.5.7.5. Dashboards, reporting, collaboration, audit trails and version control.
 - 3.5.7.6. Linkages between strategies, capabilities, processes, data, applications, technologies, risks, controls and projects.
 - 3.5.7.7. Role-based access and integration with relevant systems, including Active Directory and CMDB platforms.
 - 3.5.7.8. Loading of the approved Enterprise Architecture models, inventories, roadmaps and related artefacts developed during the engagement.
- 3.5.8. **Business Process Repository and Modelling Capability** – Provide and implement a secure, cloud-based business process repository and modelling capability that is integrated with, or forms part of, the Enterprise Architecture tool:
 - 3.5.8.1. The solution shall support process modelling, process hierarchies, document management, ownership, approvals, version control, reporting and linkages to relevant Enterprise Architecture artefacts.
 - 3.5.8.2. The service provider shall load or link SHRA's approved process and SOP documentation, and train designated personnel to maintain the repository.
 - 3.5.8.3. This requirement excludes business process re-engineering, operational redesign and process optimisation.
- 3.5.9. **GWEA Alignment and Compliance** – Ensure that the Enterprise Architecture is aligned with the Government-Wide Enterprise Architecture framework and applicable public-sector ICT governance, security, risk, data management and

compliance requirements. The service provider shall provide a compliance matrix identifying alignment, gaps and recommended actions.

- 3.5.10. **Training and Knowledge Transfer** – Provide training and practical knowledge transfer to designated SHRA personnel on the Enterprise Architecture methodology, governance framework, Enterprise Architecture tool and business process repository. The service provider shall provide all relevant user guides, administration procedures, templates and training materials.

3.6.DELIVERABLES

The service provider shall deliver the following outputs. Each deliverable shall be submitted in draft form for SHRA's review and finalised after the incorporation of approved comments:

As-Is Architecture Documentation – current-state diagrams, inventories, and data/process maps.

- 3.6.1. **As-Is Enterprise Architecture:** Current-state models, inventories, diagrams and findings across the business, data, application, technology, security, governance and compliance domains.
- 3.6.2. **To-Be Enterprise Architecture:** Target-state models, principles, standards and transition architectures across all Enterprise Architecture domains.
- 3.6.3. **Enterprise Architecture Gap Analysis Report:** Identifying gaps, risks, dependencies, required interventions and recommended transition requirements.
- 3.6.4. **Five-Year Enterprise Architecture Roadmap:** A sequenced roadmap of prioritised initiatives, transition states, dependencies, milestones, implementation horizons and measurable outcomes.
- 3.6.5. **Five-Year ICT Strategy and Implementation Plan:** Including the ICT vision, strategic objectives, priority initiatives, phased implementation plan, indicative investments, risks, performance indicators and monitoring arrangements.
- 3.6.6. **Prioritised Project Portfolio and Indicative Budget:** Including project priorities, sequencing, dependencies, risks, estimated costs, benefits and short, medium and long-term implementation horizons.
- 3.6.7. **Enterprise Architecture Governance Framework:** Defining architecture principles, standards, structures, roles, responsibilities, review processes, compliance requirements and repository maintenance arrangements.
- 3.6.8. **Configured Enterprise Architecture Tool:** Including the configured repository, metamodel, user roles, dashboards, reports and all approved Enterprise Architecture models, inventories, roadmaps and related artefacts.

- 3.6.9. **Business Process Repository and Models:** Including the configured repository, approved process hierarchy, process register, existing approved business process models, SOPs, ownership information, version controls and linkages to relevant Enterprise Architecture artefacts.
- 3.6.10. **GWEA Alignment and Compliance Matrix:** Demonstrating alignment with applicable GWEA requirements and identifying any gaps, limitations or required actions.
- 3.6.11. **Training and Knowledge Transfer:** Including Enterprise Architecture and business process repository training, user and administrator guides, templates, training materials and handover documentation.

All deliverables must be version-controlled, approved by the organization, and submitted electronically in professional, stakeholder-ready formats.

3.7.EVALUATION CRITERIA

All proposals submitted will be evaluated on the following four categories:

- a) Technical Mandatory Requirements
- b) Functionality
- c) Price
- d) Specific Goals

The evaluation of functionality will be conducted in accordance with the prescribed criteria, with a minimum threshold of 70 points. Any bid that fails to meet this threshold will be deemed non-compliant and disqualified, as stipulated in the bid invitation documentation.

3.7.1. Technical Mandatory Requirements

- 3.7.1.1.** The team leader employed in this assignment must have be TOGAF® Enterprise Architecture Practitioner certified. (Level 2)

3.8.INTELLECTUAL PROPERTY

The service provider will be contracting with the SHRA. The work to be done will be for the SHRA. All records and data produced through this project in whatever format will be the confidential information and property of the SHRA; and

All information, documents and records received from the SHRA and any of the related bodies, are to be kept confidential and may not be used or distributed in any format. All data, product including but not limited to standard forms information summary outcomes, presentations and reports will remain the confidential property of the SHRA and may not be used or distributed in any format without the written approval of the SHRA. To this end the service provider will be required to sign a confidentiality agreement and comply with the POPI Act 4 of 2013.

3.9. DISCLAIMER:

- The SHRA has not appointed external consultants to liaise with bidders on any matter. Any matter and or queries regarding this bid will be channelled in writing through the Supply Chain Management Unit of the SHRA.
- SHRA issues this invitation for bids in good faith; however, it reserves the right to:
 - To appoint more than one service provider should the need arise.
 - Cancel or delay the selection process at any time, without explanation,
 - Not to select any of the respondents to this bid invitation, without explanation,
 - Exclude certain services, without explanation
- The SHRA has no tolerance for fraudulent and corrupt activities.
- Any solicitation or any attempt to solicit bribes from bidders by SHRA employees is prima facie unlawful and must be reported.
- If a bribe is paid, the SHRA will not be liable for the financial loss as no payments will be requested by any SHRA employee or committee member to ensure a successful bid outcome.
- Fraud, bribery, and corruption is unlawful and the SHRA will disqualify any bidder invited from further consideration in the tender process.
- All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties. The designated responsible person of SHRA is the Chief Executive Officer or his/her written authorised delegate.

3.10. EVALUATION CRITERION

Evaluation Criterion on Price and Specific Goals	
Relative competitiveness of proposed price	80
Specific goals allocation	20
Total For Price and Preference	100

The specific goals allocation is broken down as follows:

Specific goals towards Historically Disadvantaged Individuals (HDI)	Preference Point system (80/20 system)	Number of points claimed (To be completed by the tenderer)
Enterprises with % ownership by a person/s who are Women scored on a sliding scale from 1 to 10	10	

Specific goals towards Historically Disadvantaged Individuals (HDI)	Preference Point system (80/20 system)	Number of points claimed (To be completed by the tenderer)
Enterprises with % ownership by a person/s who are Youth / Persons living with disabilities on a sliding scale from 1 to 10	10	
Total Points Allocated to Price	80	
Total Points Allocated to Specific Goals	20	
Total points for specific goals and price	100	

OBJECTIVE CRITERIA

The objective criteria that the SHRA uses is where the difference between the bidder that scored the highest points, and the second ranked bidder is within 15 points; the right is reserved to award the bidder that scored highest on specific goals (80/20 principle).

3.11. SELECTION CRITERIA

Functionality Evaluation

All proposals will be evaluated on the criteria provided in the table below. The proposals of all service providers will be rated on a scale of 1 to 5.

The percentage allocated for functionality is 100%. Minimum acceptable score for functionality is 70%

Element	Functionality evaluation		Weight	Total score
Proposed Technical approach of the bidder:	Rating out of 5	Assessment criteria		
Enterprise Architecture Proposal The submitted proposal shows the Service Provider's ability to develop an Enterprise Architecture according to the Scope and Deliverables listed in section 7 and 8	1	The submitted proposal demonstrates evidence addressing one (1) to two (2) of the ten (10) scope areas Sections 3.5.1 – 3.5.10 but provides no evidence of compliance with any of the eleven (11) deliverables under Section 3.6.1 - 3.6.11.	15%	
	2	The submitted proposal demonstrates evidence addressing three (3) to four (4) scope areas Section 3.5.1 – 3.5.10 but provides limited evidence of compliance with fewer than seven (7) deliverables under Section 3.6.1 - 3.6.11.		

Element	Functionality evaluation		Weight	Total score
	3	The submitted proposal demonstrates evidence addressing five (5) scope areas Section 3.5.1 – 3.5.10 but provides limited evidence of compliance with seven (7) to eight (8) deliverables under Section 3.6.1 - 3.6.11		
	4	The submitted proposal demonstrates evidence addressing six (6) to seven (7) scope areas Section 3.5.1 – 3.5.10 but provides limited evidence of compliance with nine (9) to ten (10) deliverables under Section 3.6.1 - 3.6.11		
	5	The submitted proposal demonstrates evidence of addressing all eight (8) scope areas Sections 3.5.1 – 3.6.10 and provides clear evidence of compliance with all eleven (11) deliverables under Section 3.6.1 - 3.6.11		
Company Experience Provide at least four contactable reference letters for Enterprise Architecture and ICT Strategy implemented in the past five (5) years using	1	One (1) irrelevant reference letter submitted,	30%	
	2	Two (2) to three (3) signed reference letters on the client's official company letterhead, not older than five (5) years, and they cover Enterprise Architecture (EA) and/or various items from the Scope of Work (SoW). The letters include a description of the services provided and the contact details of a		

Element	Functionality evaluation		Weight	Total score
framework such as TOGAF/GWEA. The four (4) signed reference letters must include a summary of delivered services by the bidder.		representative (name, telephone number, and email address)		
	3	Four (4) signed reference letters on the client's official company letterhead, not older than five (5) years, and they cover Enterprise Architecture (EA) and/or various items from the Scope of Work (SoW). The letters include a description of the services provided and the contact details of a representative (name, telephone number, and email address)		
	4	Five (5) signed reference letters on the client's official company letterhead, not older than five (5) years, and they cover Enterprise Architecture (EA) and/or various items from the Scope of Work (SoW). The letters include a description of the services provided and the contact details of a representative (name, telephone number, and email address)		
	5	Six (6) and above signed reference letters on the client's official company letterhead, not older than five (5) years, and they cover Enterprise Architecture (EA) and/or various items from the Scope of Work (SoW). The letters include a description of the services provided and the contact details of a		

Element	Functionality evaluation		Weight	Total score
		representative (name, telephone number, and email address)		
Suitability of the proposed team:	Rating out of 5	Assessment criteria		
Project Team Experience	1	Two or less CVs submitted with experience in development of EA, ICT Strategy, business process, SOP's and implementation of EA Tools, plus copies of ICT qualifications and TOGAF certification OR Three or more CVs submitted, but no copies of qualifications and TOGAF Practitioner certification.	25%	
	2	Three CVs submitted with four (4) to nine (9) years' experience in development of EA, ICT Strategy, Business Process, SOP's and Implementation of EA Tools plus copies of ICT qualifications and TOGAF Practitioner certification.		
	3	Three or more CVs submitted with ten (10) years' experience in development of EA, ICT Strategy, Business Process, SOP's and Implementation of EA Tools plus copies of ICT qualifications and TOGAF Practitioner certification.		
	4	Three or more CVs submitted with eleven (11) to fifteen (15) years' experience in development of EA,		

Element	Functionality evaluation		Weight	Total score
		ICT Strategy, Business Process, SOP's and Implementation of EA Tools plus copies of ICT qualifications and TOGAF Practitioner certification.		
	5	Three or more CVs submitted with sixteen (16) and above years' experience in development of EA, ICT Strategy, Business Process, SOP's and Implementation of EA Tools plus copies of ICT qualifications and TOGAF Practitioner certification.		
Project Management	1	No project plan submitted or Submitted project plan does not address EA, ICT Strategy, Business Processes, SOPs, the implementation of EA Tool and Knowledge Transfer	15%	
	2	Comprehensive Project Plan submitted, addressing EA, ICT Strategy, Business Processes, SOPs, Implementation of EA Tool and Knowledge Transfer but delivery is above 9 - 7 months.		
	3	Comprehensive Project Plan submitted, addressing EA, ICT Strategy, Business Processes, SOPs, Implementation of EA Tool and Knowledge Transfer but delivery is 7-8 months.		
	4	Comprehensive Project Plan submitted, addressing EA, ICT Strategy, Business Processes, SOPs,		

Element	Functionality evaluation		Weight	Total score
		Implementation of EA Tool and Knowledge Transfer but delivery is within six (6) months.		
	5	Comprehensive Project Plan submitted, addressing EA, ICT Strategy, Business Processes, SOPs, Implementation of EA Tool and Knowledge Transfer but delivery is within 5 months.		
Skills Transfer	1	A skills transfer plan for one (1) scoped area	15%	
	2	A skills transfer plan for two (2) scoped areas		
	3	A skills transfer plan for three (3) scoped areas		
	4	A skills transfer plan for four (4) scoped areas		
	5	A skills transfer plan for five (5) or above scoped areas		
TOTAL POINTS			100%	

3.12. EVALUATION PROCESS

COMPLIANCE WITH MINIMUM REQUIREMENTS

All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication.

FUNCTIONALITY EVALUATION

All remaining bids will be evaluated as follows:

The functionality calculation will be done based on the defined criteria and weighting thereof. Functionality will be scored out of a 100. If it is deemed necessary, presentations may be held with Bidders who have met the minimum functionality criteria. If presentations are held, the functionality score will be adjusted whereby 60 percent will be awarded to functionality score and 40 percent will be for presentation score. **If a bidder fails to score a minimum of 70% out of 100% for functionality, the bid will be disregarded from further consideration.**

ELIMINATION OF BIDS ON GROUNDS OF FUNCTIONALITY

Bids that score less than 70% of the 100% available for functionality will be eliminated from further consideration. Points will therefore not be awarded for their cost bids or for specific goals.

The percentage scored for functionality should be calculated as follows:

Each bidder shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score. The following formula should then be used to convert the total score to a percentage for functionality:

$$Ps = \frac{So}{Ms} \times Ap$$

where

Ps = percentage scored for functionality by bid/bid under consideration

So = total score of bid/bid under consideration

Ms = maximum possible score

Ap = percentage allocated for functionality

The percentages of each panel member shall be added together and divided by the number of panel members to establish the average

percentage obtained by each individual bidder for functionality.

After calculation of the percentage for functionality, the prices of all bids that obtained the minimum score for functionality should be taken into consideration.

3.13. PRESENTATIONS

- a) SHRA may decide to have compulsory presentations made by Bidders who met the minimum functionality criteria once the functionality score has been calculated.
- b) Bidders who have met the minimum functionality criteria may also be asked to provide artefacts related to previous projects
- c) Presentations shall only affect the marks awarded for functionality.
- d) If the date of the presentation meeting is not indicated in the bid document, at least three days' notice will be given to bidders required to attend a presentation.
- e) Presentations will be made to the full Evaluation Committee.
- f) Points determined by the presentation will be awarded to each bidder by each member of the Evaluation Committee and then an average calculated.

3.14. AWARDING OF PREFERENCES POINTS

- a) Points for specific goals will be awarded according to the table indicated in the preference points claim form(s).

3.15. COMBINING PRICE AND PREFERENCE POINTS

- a) In accordance with PPPFA Act No. 5, 2000 (f), the contract must be awarded to the tenderer who scores the highest points unless objective criteria justify the award to another tenderer.
- b) SHRA intends to use objective criteria, where the points difference between the bidder that scored the highest points and the second-ranked bidder is within 15%, the right is reserved to award to the bidder that scored highest on specific goals (80/20 principle). In the event of a tie, a proportionate follow through will be applied.

3.16. ADJUDICATION OF BID

- a) The Adjudication Committee will consider the recommendations and make the final award. The successful bidder that will be appointed is the bidder that will meet the minimum threshold of 70% for functionality and are tax compliant as per their CSD certificates

SECTION B

1. SPECIAL CONDITIONS OF CONTRACT

1.1. GENERAL

- 1.1.1. Proper bids for the services specified must be submitted.

1.2. ADDITIONAL INFORMATION REQUIREMENTS

- 1.2.1. During evaluation of the bids, additional information may be requested in writing from Bidders. Replies to such request must be submitted in writing, within five (5) working days or as otherwise indicated. Failure to comply may lead to your bid being disregarded.

1.3. CONFIDENTIALITY

- 1.3.1. The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
- 1.3.2. All bidders are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding the SHRA or of its activities to any other entity or individual. The bidders may not disclose any information, documentation, or products to other clients without written approval of the accounting authority or the delegate.

1.4. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT

- 1.4.1. Copyright of all documentation relating to this contract belongs to the SHRA. The successful bidder may not disclose any information, documentation, or products to other clients without the written approval of the accounting authority or the delegate.
- 1.4.2. All the intellectual property (IP) rights arising from the execution of this Agreement shall vest in SHRA and the Service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.
- 1.4.3. In the event that the service provider would like to use information or data generated by the service, the prior written permission must be obtained from SHRA.

- 1.4.4. SHRA shall own all materials produced by the Service provider during this contract, or as part of the service including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, and other information whether capable of being copyrighted or not ("IP").
- 1.4.5. The Service provider assigns all IP rights in respect of all materials referred to in clause 1.4.4 to SHRA. No other document needs to be executed to give effect to this cession, assignment, or transfer.
- 1.4.6. The Service provider hereby irrevocably cedes, assigns, and transfers to SHRA, as SHRA directs, all rights, title and interest in and to all IP (which includes but is not limited to methodologies and products) connected with or applicable to the Services.
- 1.4.7. The Service provider acknowledges and agrees that:
 - 1.4.7.1. Each provision of clause 1.3 is separate, severally, and separately enforceable from any other provisions of this agreement.
 - 1.4.7.2. The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this agreement; and
 - 1.4.7.3. This clause 1.3 shall survive termination of this agreement.

1.5. NON-COMPLIANCE WITH DELIVERY TERMS

- 1.5.1. As soon as it becomes known to the Service provider that he will not be able to deliver the goods/services within the delivery period and/or against the bid price and/or as specified, the SHRA must be given immediate written notice to this effect. The SHRA serves the right to implement remedies as provided for in the GCC.

1.6. WARRANTIES

- 1.6.1 The Service provider warrants that it is able to conclude this Agreement to the satisfaction of the SHRA.
- 1.6.2 Although the Service provider will be entitled to provide services to persons other than SHRA, the Service provider shall not without the prior written consent of SHRA, be involved in any manner whatsoever, directly, or indirectly, in any business or venture which competes or conflicts with the obligations of the Service provider to provide the Services.

1.7. PARTIES NOT AFFECTED BY WAIVER OR BREACHES

1.7.1 The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.

1.7.2 No favour, delay, relaxation, or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.

1.8. RETENTION

1.8.1. On termination of this agreement, the Service provider shall on demand hand over all documentation, information, software, etc., relating to the provision of services as per this bid without the right of retention, to the SHRA.

1.8.2. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall.

2. GENERAL CONDITIONS OF CONTRACT

2.1 The General Conditions of Contract must be accepted. The general conditions applicable to government entity bids, contracts and order are attached herein as **Annexure A** as they will apply to this bidding process.

2.2 Bidders are required to initial each page of the General Conditions of Contract as an indication of acceptance.

INVITATION TO SUBMIT BIDS

YOU ARE HEREBY INVITED TO PROPOSE FOR REQUIREMENTS OF THE SHRA

RFB NUMBER: SHRA/RFB/ADMIN/02/202627 **CLOSING DATE:** 25 September 2026

DESCRIPTION: Appointment of a service provider for the development of an Enterprise Architecture (EA) and ICT strategy for the Social Housing Regulatory Authority

CLOSING TIME: 11H00

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF AN ENTERPRISE ARCHITECTURE (EA) AND ICT STRATEGY FOR THE SOCIAL HOUSING REGULATORY AUTHORITY

VALIDITY PERIOD: Proposal to be valid for 120 days from the closing date of the bid.

The successful bidder will be required to fill in and sign a written Contract Form.

BID DOCUMENT MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Supply Chain Management
Social Housing Regulatory Authority
Sunnyside Office Park
3rd Floor, Sentinel House
32 Princess of Wales Terrace
Parktown
Faxed or e-mailed bids will not be accepted.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

All bids must be submitted on the official forms (not to be re-typed).

This RFB is subject to the following:

- ☐ General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- ☐ the Preferential Procurement Policy Framework Act, 2000
- ☐ the Preferential Policy Regulations, 2022
- ☐ Bids submitted that do not comply with the following will be disqualified
- ☐ A late Bid (a bid arriving one second after 11H00 or any time thereafter)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SHRA/RFB/ADMIN/02/202627	CLOSING DATE:	25 September 2026	CLOSING TIME:	11H00
DESCRIPTION	Appointment of a service provider for the development of an Enterprise Architecture (EA) and ICT strategy for the Social Housing Regulatory Authority				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
NAME OF REPRESENTATIVE					
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	
☐ 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

SBD 1

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.

TOTAL BID PRICE (ALL INCLUSIVE)

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:

BID NO.: SHRA/RFB/ADMIN/02/202627

CLOSING TIME 11:00

CLOSING DATE 25 September 2026

OFFER TO BE VALID FOR **120** 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.....	

PERSON 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-----	-----
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 air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----			R.....
-----			R.....
-----			R.....
-----			R.....

TOTAL:

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

- 5.2 Other expenses, for example accommodation (specify, e.g. 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.

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 / 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

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

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.

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

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:

- (c) Price; and
- (d) 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

“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,

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competitive tendering process or any other method envisaged in legislation.

- (a) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (b) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (c) **“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
- (d) **“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

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

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest 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 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 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 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 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 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 and provide supporting evidence.

Specific goals towards Historically Disadvantaged Individuals (HDI)	Preference Point system (80/20 system)	Number of points claimed (To be completed by the tenderer)
Enterprises with % ownership by a person/s who are Women scored on a sliding scale from 1 to 10	10	
Enterprises with % ownership by a person/s who are Youth/ Persons living with disabilities on a sliding scale from 1 to 10	10	
Total Points Allocated to Price	80	
Total Points Allocated to Specific Goals	20	
Total points for specific goals and price	100	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number:

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.....
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:

.....
.....

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BIDDERS ARE ENCOURAGED TO USE THE FOLLOWING CHECKLIST WHEN SUBMITTING THEIR BIDS:

DETAILS	TICK BY BIDDER
Completed and signed the invitation to bid document (SBD 1)	
Pricing Schedule (SBD 3.3)	
Completed and signed the declaration of interest document. <i>(In case of a consortium/ joint venture, or where sub-Service providers are utilised, each party to the bid <u>must</u> complete and sign the declaration of interest document)</i>	
Completed and signed the Preference Points Claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1)	
Submitted an original/ certified copy of a valid BBBEE Certificate. <i>(In case of a trust, consortium or joint venture, bidders will qualify for points for their specific goals as an unincorporated entity, provided that the entity <u>submits their consolidated B-BBEE scorecard</u> as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</i>	
In case of a joint venture the joint venture agreement should be attached indicating what each member brings	
Submitted the General Conditions of Contract (initialled each page)	
Submitted the Technical approach	
Submitted the Details of the team and included their CV	
Submitted Experience in the field document and reference letters	
Bidders National Treasury Central Supplier Database (CSD) forms indicating the validity of the bidder's registration.	
CIPC Document	

