

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HOME AFFAIRS

BID NUMBER:	DHA01-2022	CLOSING DATE:	20 MAY 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SUPPORT FOR THE OPERATIONALISATION OF THE BORDER MANAGEMENT AUTHORITY (BMA) AS SCHEDULE 3(A) PUBLIC ENTITY FOR A PERIOD OF EIGHTEEN (18) MONTHS				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Home Affairs,					
230 Johannes Ramokhoase Street,					
Cnr. Thabo Sehume and Johannes Ramokhoase Streets					
Hallmark Building, Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Lunga Njwabule		CONTACT PERSON	Jane Thupana	
TELEPHONE NUMBER	012 406 4027		TELEPHONE NUMBER	012 432 6631	
E-MAIL ADDRESS	lunga.njwabule@dha.gov.za		E-MAIL ADDRESS	jane.thupana@dha.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

[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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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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 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 INTERIM ARRANGEMENTS THAT RELATES TO THE PREFERENTIAL PROCUREMENT AND 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:

I INSTRUCTIONS TO BIDDERS

A THE TENDER DOCUMENTS

Rules for Bidding

- 1.1. The Department is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- 1.2. The Department reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the Department decide not to proceed with the tender.
- 1.3. The Department also reserves the right to appoint any other person to undertake any part of the tasks.
- 1.4. The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement. The Department will enter into a single contract with a single entity for the delivery of the work set out in these tender documents.
- 1.5. The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 1.6. All South African firms submitting bids as part of a consortium or joint venture must submit a valid original tax clearance certificates.
- 1.7. Foreign firms providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals.
- 1.8. The service provider and its affiliates are disqualified from providing goods, works and services to any private party to this Agreement, or any eventual project that may result, directly or indirectly from these services.
- 1.9. Firms may ask for clarification on these tender documents or any part thereof up to close of business 1 week before the deadline for the submission of the bids.
- 1.10. The Department reserves the right to return late bid submission unopened.
- 1.11. Firms may not contact the Department on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 1.12. Should the contract between the Department and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.

Conditions of the Tender

- 1.13. The General Conditions of contract, as attached will apply.
- 1.14. The Department will become the owner of all information, documents, programmes, advice and reports collected and compiled by the service provider in the execution of this tender.
- 1.15. The copyright of all documents, programmes, and reports compiled by the service provider will vest in the Department and may not be reproduced or distributed or made available in any other way without the written consent of the Department.
- 1.16. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Department.
- 1.17. Bidders shall undertake to limit the number of copies of this document and destroy them in the event of their failure to secure the contract.
- 1.18. The service provider is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be to the detriment of the Department.

Cost of Bidding

- 1.19. The Bidder shall bear all costs associated with the preparation and submission of its bid and the Department, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

Content of Tender Documents

- 1.20. The services required, tender procedures and contract terms are prescribed in the tender documents, which include:
 - i. Instruction to Bidders;
 - ii. Technical Bid;
 - iii. Terms of Reference;
 - iv. Evaluation Criterion;
 - v. Financial Bid;
- 1.21. The Bidder is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a bid not responsive to the tender documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

Clarification of Tender Documents

- 1.22. The Department will respond in email to any request for clarification of the tender documents which it receives no later than 1 week prior to the deadline for submission of bids prescribed by the Department.
- 1.23. **Bidders are invited to a non-compulsory virtual (Microsoft Teams) briefing session that will be held as follows:**

DHA01-2022

- **Date and time:** Friday, 06 May 2022 at 10h00.

Bidders must submit an email requesting the link to the virtual meeting **on or before Wednesday, 04 May 2022.**

Amendment of Tender Documents

- 1.24. At any time prior to the deadline for submission of bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.
- 1.25. All prospective bidders who have received the tender document will be notified of the amendment in writing or by fax, and same will be binding on them.
- 1.26. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Department, at their discretion, may extend the deadline for the submission of bids.

B. PREPARATION OF BIDS

Language of Bid

- 1.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Department shall be written in English.

Documents Constituting the Bid

- 1.2. The bid prepared by the Bidder shall comprise the following components:
 1. **Technical Bid, including:**
 - i. Invitation to Bid (SBD 1)
 - ii. Tax Clearance Certificate
 - iii. Declaration of Interests(SBD4)
 - iv. Preferential Points Claim Forms (SBD 6.1)
 - v. General Conditions of contract
 - vi. Completed Technical Specification Document
 2. **Financial Bid, comprising:**
 - i. Price Schedule & Professional services (SBD 3.3)
 - ii. Preferential points B-BBE certificate

Bid Prices

- 1.3. Prices indicated on the Price Schedule shall be the total price of services including, where applicable:
 1. All duties and other taxes;
 2. The price of transportation, insurance and other costs incidental to delivery of the services to their final destination;
 3. The price of any other incidental services required in terms of the tender deliverables;
- 1.4. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.
- 1.5. A bid submitted with a variable price quotation will be treated as non-responsive and rejected.
- 1.6. Prices shall be quoted in South African Rands.
- 1.7. The Department has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract.

Period of Validity of Bids

- 1.8. Bids shall remain valid for 90 days after the closing date of bid prescribed by the Department. A bid valid for a shorter period shall be rejected by the Department as non-responsive.
- 1.9. In exceptional circumstances, the Department may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

Format and Signing of Bid

- 1.10. The Bidder shall prepare one copy of the Technical Bid and Financial Bid separately, clearly marking each "Original Technical Bid" and "Original Financial Bid", as appropriate. **Apart from hard copies, a copy should also be provided on CD or memory stick. In the event of any discrepancy between the two, the original shall govern.**
- 1.11. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- 1.12. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

Sealing and Marking of Bids

- 1.13. The original and copy of the Technical Bid shall be placed in a sealed envelope clearly marked Technical Bid and original and copy of the Financial Bid shall be placed in a sealed envelope clearly marked Financial Bid and warning "Do not open with Technical Bid". All the inner envelopes shall then be placed into an outer envelope. The inner and outer envelopes shall be addressed to the following address:

Department of Home Affairs
230 Johannes Ramokhoase Street
Pretoria
0001

- 1.14. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late.
- 1.15. If the outer envelope is not sealed and marked as required by the clause, the Department will assume no responsibility for the bid's misplacement or premature opening.
- 1.16. Faxed bids will not be accepted.

Closing Date of Bids

- 1.17. Bids (Technical and Financial) must be received by the Department at the address specified under clause 1.13 above. In the event of the specified date for the submission of Bids being declared a holiday for the Department, the Bids will be received up to the appointed time on the next working day.
- 1.18. The Department may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Department and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Late Bids

- 1.19. Any bid received by the Department after the deadline for submission of bids prescribed by the Department, will be rejected and/or returned unopened to the Bidder.

Modification and Withdrawal of Bids

- 1.20. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Department prior to the deadline prescribed for submission of bids.
- 1.21. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 6. A withdrawal notice may also be sent by fax, followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 1.22. No bid may be modified subsequent to the deadline for submission of bids.
- 1.23. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the Invitation to Bid form.

C. EVALUATION OF BIDS

Clarification of Bids

- 1.1. During evaluation of bids, the Department may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

Preliminary Examination

- 1.2. The Department will examine the bids to determine whether they are complete, whether they meet all the conditions of the Contract and Technical Specifications and whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 1.3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid may be rejected.
- 1.4. If a bid is not responsive and not fulfilling all the conditions of the Contract and not meeting Technical Specifications, it will be rejected by the Department and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Evaluation and Comparison of Bids

- 1.5. The Department will evaluate and compare the financial bids only of those Bidders whose Technical Bid has been accepted by the Department.
- 1.6. The Department's evaluation of a financial bid will take into account information to be provided on the SBD 3.3.

Contacting the Department

- 1.7. Subject to clause 1.1 above, no Bidder shall contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Department, it should do so in writing.
- 1.8. Any effort by a Bidder to influence the Department in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

D. AWARD OF CONTRACT

Post qualification

- 1.1. The Department will determine to its satisfaction whether the Bidder that is selected as having submitted the highest evaluated responsive bid meets the criteria specified in these documents, and is qualified to perform the contract satisfactorily.

- 1.2. The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the bidder, as well as such other information as the Department deems necessary and appropriate.
- 1.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Department will proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

Department's right to vary Quantities at Time of Award

- 1.4. The Department reserves the right at the time of Contract award to increase or decrease the quantity of the services originally specified in the Terms of Reference without any change in unit price or other terms and conditions.

Department's right to accept or reject any or all Bids

- 1.5. The Department reserves the right to:
 1. Accept or reject all or individual items of this bid;
 2. Accept one or more bids submissions reject individual items;
 3. Request clarification or further information regarding any item in the Proposal;
 4. Request further information from any bidder after the closing date;
 5. Accept a bid that may not reflect the lowest pricing;
 6. Consider any bid that may not conform to any aspect of this bid;
 7. Annul the tender process and reject all bids at any time prior to contract award;
 8. Consider such alternate services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise;
 9. Award the contract or any part thereof to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.

Notification of Award

- 1.6. Prior to the expiration of the period of bid validity, the Department will notify the successful bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 1.7. The notification of award will constitute the formation of the Contract.

Signing of Contract

- 1.8. At the same time as the Department notifies the successful bidder that its bid has been accepted, the Department will send the bidder the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 1.9. Within 2 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract Form and return it to the Department.

Termination of Service

- 1.10. In case of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of service, the stipulation of the General Conditions of Contract and the Special Conditions of Contract, shall be applicable.
- 1.11. Should the Department, after a reasonable period of notice, of not less than seven days, in writing, depending upon the circumstances, call upon the service provider to comply with any of the conditions and should he/she fail to do so, the Department shall, without prejudice to any of its rights be entitled to cancel the contract, and to claim from the service provider any damage or loss that might have been suffered, including any additional expense incurred by it having either to invite fresh bids or to accept any less favourable bid.

Unsatisfactory Performance

- 1.12. Failure to comply with the conditions of the contract, the Department shall be entitled, without prejudice to its other rights, to cancel the contract in terms of the General Conditions of Contract. Delays beyond time limits and timeframes agreed upon between the parties. Failure to meet the performance standards indicated in the contract

Assignment

- 1.13. The contractor shall not, without prior written authority of the Department, cede, assign or transfer its rights or obligations in respect of this contract or any part thereof or any share of interests herein, directly or indirectly, to any person, firm or organization whatsoever.



home affairs

Department:
Home Affairs
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

DHA01-2022

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SUPPORT FOR THE OPERATIONALISATION OF THE BORDER MANAGEMENT AUTHORITY (BMA) AS SCHEDULE 3(A) PUBLIC ENTITY FOR A PERIOD OF EIGHTEEN (18) MONTHS

CLOSING DATE AND TIME OF BID:

20 May 2022 at 11h00

Bidders are invited to a non-compulsory virtual (Microsoft Teams) briefing session that will be held as follows:

DHA01-2022

Date and time: Friday, 06 May 2022 at 10h00.

Bidders must submit an email requesting the link to the virtual meeting on or before Wednesday, 04 May 2022.

BID VALIDITY PERIOD: 90 DAYS

**Department of Home Affairs
Supply Chain Management**

TERMS OF REFERENCE

OBJECTIVE

1. The aim of this tender is to invite bids from suitable service providers to support the operationalization of the Border Management Authority (BMA) by,
 - a) Providing appropriate support and advisory services on organisational architecture including technical, legal, administrative, financial, human resource management, ICT, corporate management; and
 - b) Preparing specific deliverables, products and outputs in the above areas that will contribute to the operationalization and the implementation of BMA as a Schedule 3A entity by 31 March 2023.

BACKGROUND

2. Border management in South Africa (SA) is currently exercised and influenced through multiple organs of state. While coordination mechanisms exist, it has long been agreed that more needs to address the systemic and structural challenges of border coordination towards a new paradigm of integrated border management.
3. In June 2013 Cabinet took the decision that, under the leadership of the Department of Home Affairs (DHA), a Border Management Agency (BMA) should be established. The DHA undertook a feasibility study to determine the mandate, functions and institutional form of the BMA. The BMA is intended to provide a sustainable solution to the structural and systemic challenges of border security, control and coordination by offering a new model of integration to change the current disparate functions, roles and responsibilities of the various organs of state operating in the border environment.
4. On the 10th December 2014 Cabinet approved the BMA vision: -
 - a)The BMA will be outcomes focused;
 - b)The BMA will be established as a single body;
 - c)The BMA will incrementally assume control of Port of Entry (PoE) and borderline functions;
 - d)The BMA will support the establishment of a National Border Risk Management and Targeting Centre;
 - e)The BMA will continue current service delivery improvement initiatives;
 - f) The BMA will assume operational responsibility for PoE infrastructure and maintenance; and
 - g)The BMA will establish its own organisational culture, identity and conditions of service.
5. Since 2013 the DHA, through the BMA Project Management Office (PMO), prepared a number of reports, studies, documents and legislation to enable the establishment of the BMA. Those documents include: the Pre-Feasibility BMA Report, 2013; Institutional options assessment report, November 2014; International BMA Study Tour reports, 2014; BMA Business Case, dated 10 September 2015; BMA Socio-Economic Impact Assessment, September 2015; Performance and expenditure review, October 2015; the Multi-Party Agreement for the Enhanced Border Management, 2015, amongst others.

6. In July 2020, the President assented to the Border Management Authority Act, 2020 which gave way to the appointment of the National Commissioner and two Deputy Commissioners, one for Operations and the other for Corporate Services who started work in November and December 2021 respectively.
7. National Treasury has set aside funding for the BMA to recruit its third level leadership cohorts including border guards.
8. The provision of support towards the operationalization of BMA as schedule 3(A) public entity would assist with the development of the organisational ICT framework, permanent structure, salary payment framework for the envisioned staff complement which will cover the 72 Ports of Entry ranging from land, air and the maritime border environment, the border line and the border law enforcement area. In this regard the BMA Blue Print (2032) and BMA Road Map (2017-2032) are the principal guiding documents to inform the execution of this work.
9. The services, tasks and deliverables of the appointed service provider will focus on supporting the operationalization of the BMA as reflected above.
10. The lack of capacity within the Department of Home Affairs and BMA to operationalize the authority, necessitates the appointment of a service provider to provide this support.

SCOPE AND EXTENT OF THE TENDER

11. The successful bidder will be expected to execute and conduct the following tasks for/ provide the following services / items to the Department:
 - The appointed service provider will support and advise the DHA in implementing BMA Road Map (2017-2032) and BMA change management priorities. The tasks and timeframes of this Road Map will need to be adjusted and shortened on the assumption that the BMA will be formally established in 2023.
 - The appointed service provider can be a single organisation or consortia of relevant entities or companies with expertise experience, capability and qualifications to cover the areas below. The BMA operationalization of priority areas below have specific tasks that will require completion, with support from the appointed service provider, are (*inter alia*) as follows:
 - a) Develop a strategic organisational plan and indicative annual performance plans;
 - b) Develop Standard Operating Procedures (SOPs) and integrated business process flow at Port of Entry level;
 - c) Review the functional organisational structure and post establishment including the detailed job descriptions as well as the grading of the reviewed jobs for the BMA.
 - d) Developing a staff migration framework and preparing proposals for the harmonisation of conditions of employment;
 - e) Development of Integrated Training Plans, e.g. undertaking a skills audit of identified/prospective BMA staff including the on-boarding framework (EVP);
 - f) Development of Corporate Governance ICT enabling policies (like ICT Policy and Charter, ICT Governance Framework and ICT related policies);
 - g) Develop Strategic ICT Plan that is aligned to BMA five-year business strategy;

- h) Development and overseeing the implementation of the following systems; payroll, performance management, contract management, leave, asset management and financial systems;
 - i) Development of business requirement specifications, functional requirement and technical design specification;
 - j) Develop or customise policies (labour relations, HRM, finance and budget management, performance management, assets management) and procedures;
 - k) Develop Human Resource Strategy and Plan, and also procedures and processes, and
 - l) Developing a detailed BMA cost model with 5-year projections.
 - m) Develop an asset movement plan from the impacted state organs to be part of the BMA, as well as the skill transferal plan.
- The scope of the tender does not extend to undertaking a status quo analysis of the border environment in South Africa, nor does it extend to developing a rationale or business case for the BMA, nor does it entail undertaking a review of the BMA base documents.
 - The BMA base documents, reports and work prepared since 2013 are the fundamental building blocks that will inform further work to be undertaken leading to the BMA's establishment. In some instances, a few assumptions, parameters and deadlines outlined in these base documents may have changed. The DHA will advise on key changes.
 - The contract period of the Service Provider is for eighteen (18) months from the appointment date, of which twelve (12) will be for development and six (6) for maintenance. The BMA will be fully responsible for the implementation of the BMA Road Map, with the support of the service provider.
 - A small, semi-permanent and highly multi-skilled team of professionals is envisaged to provide the support and services to the BMA management team towards its operationalization. The physical placement / secondment of an appropriate team in the BMA to undertake this work, within the available budget for this project, is preferred.
 - The successful tenderer will work with and report to the BMA Management Committee in DHA in preparing and implementing all the relevant services and deliverables.

SPECIAL CONDITIONS OF CONTRACT:

12. The successful bidder will be required to meet the following conditions:
- a) A basic understanding of the border environment and border management in South Africa or generally;
 - b) Project capability and expertise in managing complex institutional / organisational development projects with a focus on providing appropriate technical, legal, administrative, financial, human resource management, ICT systems, corporate management, change management support services; and
 - c) Extensive experience in supporting complex public sector institutional / organizational establishment or realignment initiatives within South Africa.
 - d) The service provider must be in good standing in all respects including ethically and professionally and should provide proof of registration where required in respect of professional registration.
 - e) **The DHA reserves the right to conduct a security check and/ or clearance on any / all prospective service providers.**

- f) The service provider will be remunerated in South African Rands, on a fixed price for the service rendered.
- g) Payment will be made within 30 days of receipt of the approved invoice according to an agreed payment schedule.
- h) Payment will be against the deliverables as set out in section 5 below, provided professional-level quality standards have been met. Disputes as to what constitutes a reasonable standard will be referred to an agreed provider of arbitration services.
- i) The Bidders must complete the provided pricing schedule and indicate the total bid price in the SBD 3.3 form.

THE DEPARTMENT'S MANAGEMENT OF THE SERVICE PROVIDER

- 13. The successful service provider will be reporting to the BMA Management Committee.
- 14. The service provider is required to sign a non-disclosure agreement which will be in force after the termination of the Service Level Agreement.
- 15. The service provider is required to sign a confidentiality agreement.

RULES OF BIDDING, RFQ SUBMISSION REQUIREMENTS AND EVALUATION

- 16. DHA will only appoint and enter into a contractual agreement with one entity for the services required, which could be an independent contractor or a company. The appointed entity will be held fully accountable for the delivery against the full terms of the contractual agreement with the DHA. The DHA under no circumstances will avail provision for sub-contracting in the contract. Any additional individuals acquired by the entity must be contracted by the entity.
- 17. The DHA reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, should it deem necessary. Should the contract between the DHA and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee quoted by the service provider for the appropriate phase of the project during which the appointment was terminated.
- 18. The person/s proposed for professional work on the work shall remain on the team unless permission is granted by the DHA to change the individual/s. Such permission will only be granted in exceptional circumstances.
- 19. No material or information derived from the provision of the services under the contract may be used for any purposes except where authorised in writing to do so. Copyright of all documents and electronic aids, software programmes prepared or developed in terms of this appointment shall vest in the government of the Republic of South Africa in its DHA.
- 20. The costs of preparing proposals and of negotiating the contract are not reimbursable. The DHA is not bound to accept any of the proposals submitted and reserves the right to negotiate price with the preferred service provider. Service providers may request clarification on this Terms of Reference only during the advertised period. The DHA will not accept any late submissions.

21. Prospective service providers may not contact the DHA or any other participant on any matter pertaining to their quotation from the time when quotations are submitted to the time the contract is awarded. Any effort by a service provider to influence evaluation, RFQ comparisons or award decisions in any manner, may result in rejection of the quotation concerned.

TENDER DELIVERABLES / OUTPUTS AND TIMEFRAMES

22. The primary deliverables to be achieved;

Key deliverables and time frames		
Task	Product	Delivery timeline
Facilitate strategic planning sessions, draw alignments with existing documents and industry best practice	Five year strategic plan and cost model; and indicative APP for 2023/24	June 2022
	Fit for Purpose Organisational Structure	July 2022
Facilitate seamless transfer of officials into BMA taking into consideration different legislative frameworks	Staff migration framework and proposals for the harmonisation of conditions of employment	August 2022
Conduct skills audit and develop staff capacitation plan for prospective BMA staff (transferred and new)	Integrated Training Plans; HR Strategy and HR Plan Asset Management Plan	November 2022
Provision of ICT	Governance of ICT and development of strategic ICT Plan.	January 2023
Prepare BMA for corporate independence and compliance as a Schedule 3A Public Entity	Developed Integrated Systems Technology for HR, financial, communication and asset management; as well as proposals for systems integration and alignment	February 2023
Conduct a benchmark to determine and compile drafts of all relevant public and corporate policies and	Draft policies and procedures	January 2023

procedures necessary for a Public Entity operating in the BMA's unique environment		
Conduct simulation exercises for frontline BMA work-flow efficiency	SOPs and integrated business process flow at Port of Entry level	March 2023
Support and Maintenance	ICT aftercare services	October 2023

Logistics and Timing

Project location(s):

Pretoria

Expected commencement date:

Immediately after award

Project period:

Eighteen (18) months

Bid proposal

Proposals must be submitted **by the closing date** in a clearly marked / labeled and sealed envelope and must include the following:

- a) Technical Proposal: One (1) original plus one (1) electronic copy a disk or flash drive of the original technical proposal must be submitted; and
- b) Financial Proposal: One (1) original plus one (1) electronic copy a disk or flash drive of the original financial proposal must be submitted.

Fee structure

The Bidders will be paid according to the key deliverables and must complete the following pricing schedule:

Key deliverables			
Task	Product	Delivery timeline	Price (Vat Inc.)
Mobilisation Allowance	-	-	
Facilitate strategic planning sessions, draw alignments with existing documents and industry best practice	Five year strategic plan and cost model; and indicative APP for 2023/24	June 2022	
	Fit for Purpose Organisational Structure	July 2022	
Facilitate seamless transfer	Staff migration framework	August 2022	

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of officials into BMA taking into consideration different legislative frameworks	and proposals for the harmonisation of conditions of employment		
Conduct skills audit and develop staff capacitation plan for prospective BMA staff (transferred and new)	Integrated Training Plans; HR Strategy and HR Plan Asset Management Plan	November 2022	
Provision of ICT	Governance of ICT and development of strategic ICT Plan.	January 2023	
Prepare BMA for corporate independence and compliance as a Schedule 3A Public Entity	Developed Integrated Systems Technology for HR, financial, communication and asset management; as well as proposals for systems integration and alignment	February 2023	
Conduct a benchmark to determine and compile drafts of all relevant public and corporate policies and procedures necessary for a Public Entity operating in the BMA's unique environment	Draft policies and procedures	January 2023	
Conduct simulation exercises for frontline BMA work-flow efficiency	SOPs and integrated business process flow at Port of Entry level	March 2023	
ICT Support and Maintenance	ICT aftercare services	October 2023	
Total bid price (indicate on SBD 3.3 form)			

Briefing (pre-bid) session

A non-compulsory virtual briefing will be held on 06 May 2022.

National Treasury SCM Instruction Note no 4A of 2016-2017 Central Supplier Database.

All prospective suppliers interested in pursuing opportunities within South African Government are encouraged to self-register on the Central Supplier Database. (www.csd.gov.za).

The CSD report must be attached to the bid document.

EVALUATION STAGES

23. The bid evaluation process consists of several stages that are applicable as defined in the table below:

Stage	Description	Applicable for this bid
Stage 1A	Initial screening process / compliance with bid requirements	Yes
Stage 1B	Non-compulsory virtual briefing session	Yes
Stage 1C	Pre-qualification criteria	No
Stage 2	Mandatory requirement evaluation	No
Stage 3	Functionality requirement evaluation	Yes
Stage 4	Site Visits	No
Stage 5	Price / B-BBEE evaluation	Yes

Stage 1A:

- Verification of service provider(s) compliance with bid requirements / initial screening process.

Stage 1B:

- A non-compulsory virtual briefing session will be held.

Stage 1C: Pre-qualification criteria

- Not applicable to this bid

Stage 2: Mandatory requirement evaluation

- Not applicable to this bid

Stage 3: Functionality requirement evaluation

- The Technical proposal will be evaluated out of 100 points with a threshold of 60 points. Bidders that score less than minimum of 60 points will be disqualified.
- Bidders must score a minimum of 60 points on functionality to qualify for further evaluation on price and preference points.
- The Department reserves the right to verify information provided by the bidders.

Functionality requirement evaluation				
No.	Category	Evidence	Weight	Total
1	Possess relevant qualifications in the following disciplines or areas: Project management; Legal; Administration; Financial; Human resource management; ICT systems; Corporate management. No Diploma or degree in any discipline = 0 Diploma or degree in 1 discipline = 1 Diploma or degree 2 -3 disciplines = 2 Diploma or degree 4-5 disciplines = 3 Diploma or degree 6 disciplines = 4 All 7 disciplines = 5	Signed and dated Reference letter(s) indicating service area and acceptable level of performance	10	
2	Experience of the border environment and border management in South Africa or elsewhere. 0- No experience: no relevant information provided 1- Reference letter = 10 2 – Reference letters = 20 3 – Reference letter = 30 Reference letter may be verified.	Signed and dated Reference letter(s) indicating service area and acceptable level of performance	30	

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3	<p>Project capability and expertise in managing complex institutional / organisational development projects with a focus on providing appropriate project management, legal, administrative, financial, human resource management, ICT systems and corporate management.</p> <p>No discipline = 0 Only 1 discipline = 1 2 -3 disciplines = 2 4-5 disciplines = 3 6 disciplines = 4 All 7 and more disciplines = 5</p>	Signed and dated Annexure A	20	
4	<p>Extensive experience in supporting complex public sector institutional / organizational establishment or realignment initiatives within South Africa.</p> <p>No reference letter = 0 1 Reference letter = 1 2 Reference letters = 2 3 Reference letters = 3 4 Reference letters = 4 5 Reference letters = 5</p>	Signed and dated reference letter(s) indicating service rendered, project value and acceptable level of performance	30	
5	<p>Detailed Project plan/methodology covering the approach on how the scope and extent of work will be done with clear timeframes.</p> <p>Key for scores level: 1 = Poor; 2 = average; 3 = good; 4 = very good 5 = excellent</p>	Project Plan/ Methodology	10	
TOTAL			100	
MINIMUM THRESHOLD			60	

Stage 4 – Site Visits

- Not applicable to this bid

Stage 5: Price / B-BBEE evaluation

- The service provider must complete and submit the provided pricing schedule and the SBD 3.3 form.
- The service provider must submit a valid copy of SANAS B-BBEE certificate or a valid copy of B-BBEE certificate issued by the Companies and intellectual Property Commission or a valid Sworn affidavit signed by the representative and attested by a Commissioner of Oath to claim preferential points.
- As bids are only invited for requirements with a rand value up to R50 000 000.00, the 80/20 system shall be applicable and will be calculated as follows:

No	COMPONENTS	POINTS
1.	Price:	80
2.	Preferential points: BBBEE	20
TOTAL		100

Annexure A

Resource	Discipline/area	Years of experience	Summary of experience relating to this tender
1.			
2.			
3.			
4.			
5.			
6.			
7.			

(The Department reserves the right to verify the information provided and any misrepresentation may result in the bid being restricted from the National Treasury database for doing business with any Organs of State)

Signature:

Date:

- 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.....

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

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

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

***[DELETE IF NOT APPLICABLE]**

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**

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

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.

related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT

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,

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 **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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;

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise is applicable:

Designated Group: An EME or QSE which is at least 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
.....
.....