



TERMS OF REFERENCE

THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT AN ORGANISATIONAL STRUCTURE REVIEW TO ALIGN WITH THE TURNAROUND STRATEGY OF THE NATIONAL DEVELOPMENT AGENCY (NDA) OVER A PERIOD OF (15) MONTHS

BID REF: NDA12/CS07/24

COMPULSORY BRIEFING SESSION	13th MARCH 2024 at 10H00 MICROSOFT TEAMS: Bidders who are interested in joining the compulsory briefing session MUST send their e-mail addresses to: MuziM@nda.org.za by 09h00 on the 13 th of March 2024 so that a link can be sent to them for joining the Microsoft Teams meeting.
VENUE	
CLOSING DATE	26th MARCH 2024
CLOSING TIME	12H00
SUBMISSION OF DOCUMENTS	<p>All proposals must be delivered at the NDA Head Office on or before the closing date and time. The Head Office address is 26 Wellington Road, Parktown, Johannesburg, 2193. Submissions must be strictly submitted inside the tender box, which is at the main entrance and accessible 24/7.</p> <p><i>Service providers outside of Gauteng are advised to send their documents by courier. NDA will not take responsibility for documents sent via postal services.</i></p>
SUPPLIER ENVELOPES	The supplier's envelope/s MUST clearly have the description of the "The appointment of a service provider to conduct an Organizational Structure review to align with the Turnaround Strategy of the National Development Agency (NDA)".

	<p>A TWO-ENVELOPE system will be used for the submission of bids:</p> <p>Commercial Envelope This envelope must contain price quotations plus all the mandatory documents as listed in section 19 of this document.</p> <p>Technical Envelope This envelope must contain all info listed in section 9 of this document.</p>
LATE BIDS	Bids received after the closing date and time will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).
<p>Contact person for Commercial Queries is Mr Muzi Matsenjwa or Ms Ntombikhona Lurani on +27 11 018-5562/5635 between 08h30 to 17h00 on weekdays. Queries can also be sent in writing to MuziM@nda.org.za/NtombikhonaL@nda.org.za.</p> <p>Contact person for Technical Queries is Ms Rejoice Dzowa or Ms Vuyelwa Hlangwana on +27 11 018 5530/5549 or rejoiced@nda.org.za/VuyelwaH@nda.org.za</p>	

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1. OVERVIEW OF NDA

- 1.1. The National Development Agency (NDA) reports to Parliament through the Department of Social Development. The NDA is classified as a public entity under schedule 3A of the Public Finance Management Act, 1999 (Act No. 1 of 1999), and was established in November 1998 by the National Development Act, 1998 (Act No. 108 of 1998) (NDA Act) as government's response to the challenge of poverty and its causes in South Africa.
- 1.2. The NDA derives its mandate from the National Development Agency Act, 1988 (Act No. 108 of 1998). In terms of the Act, the primary objective of the NDA is to contribute towards the eradication of poverty and its causes by granting funds to Civil Society Organisations (CSOs) for the purposes of:
 - (a) carrying out projects or programmes aimed at meeting the development needs of poor communities; and
 - (b) strengthening the institutional capacity of other CSOs involved in direct service provision to poor communities.
- 1.3. The secondary objects of the NDA in terms of the Act are-
 - (a) to promote-
 - (i) consultation, dialogue and sharing of development experience between CSOs and relevant organs of State; and
 - (ii) debate on policy development
 - (b) to undertake research and publication aimed at providing the basis for development policy.
- 1.4. The NDA plays a critical role in contributing towards shifting the country from the scourge of poverty towards poverty eradication. Through the Act and various policies, the NDA contributes to – but is not limited to – the advancement of economic development, social cohesion, access to basic human rights and skills development. This contribution of the NDA supports the National Development Plan (NDP) 2030 outcomes for a greater and better South Africa.
- 1.5. The National Development Plan (NDP), the Medium-Term Strategic Framework (MTSF), Sector Plans and the United Nations Sustainable Development Goals (SDGs) guide the

NDA's functions. The aim of the NDP is in line with the NDA's mandate. The NDP aims to reduce inequality and eliminate poverty by 2030.

2. BACKGROUND

- 2.1. The National Development Agency embarked on a two-year process of developing a Turnaround Strategy informed by the general perception of an ineffective organisation that is not making any noticeable impact on the eradication of poverty and its causes in the country. The NDA's previous development model of registering, training, funding and linking Civil Society Organisations (CSO), was not specific enough to provide it with a unique role within the development sector. Many of the CSOs supported by the NDA in the past were NPOs and NGOs.

The Turnaround Strategy is designed to transform the NDA into an effective developmental agency capable of graduating millions of welfare dependant South Africans out of a state of poverty to a desired state of economic independence, self-sustenance and wealth creation. It further positions the NDA not only to address poverty but its causes which was not adequately covered by the previous CSO development model. The NDA has a staff complement of 180 employees situated across the 9 provincial offices with the head office located in Gauteng province. In addition to the provincial offices, the NDA has 03 district offices provinces.

The new operating model proposed by the Turnaround Strategy is anchored on community-driven economic development CSOs, particularly Cooperatives which are capable of generating income and making profit out of their economic initiatives. The gist of this kind of CSOs is the ability to uplift the standard of living for the broader community instead of only the capital investors that rarely reside in the community. Community-driven economic development CSOs allow the means of production to be controlled by the community that purchases the goods and services. This makes the community shareholders instead of only being consumers and providers of labour.

- 2.2. Despite being armed with a uniquely powerful mandate to mobilise resources from both within the government as well as the private sector and international community, the NDA has come up short in mobilising significant resources for its CSOs. Chief among the challenges faced by the NDA is the shrinking government allocations to NDA since 2009/10 where the funding growth from National Treasury has been far below inflation.

- 2.3. To address the challenge of lack of resources to execute the mandate as well as adequately providing support to CSOs, the Turnaround Strategy puts emphasis on resource mobilisation efforts to support large-scale and impactful community-driven Cooperatives/enterprises.
- 2.4. The turnaround of the NDA is underpinned by the following key priorities and focus areas:
- Shift focus on NPOs and NGOs to community driven economic development Cooperatives/enterprises to achieve community economic sustainable development to reduce poverty levels in poor communities;
 - Alignment of skills requirements to match the business model imperatives;
 - Diversification of resource flows for sustainability and impact;
 - Establishment of strategic partnerships for scale and impact;
 - Digitisation and system integration for efficiencies and for enabling operation environment; and
 - Evidence-based research and evaluation for policy, legislative and planning to improve the effectiveness of NDA's development programmes and interventions.
- 2.5. The ongoing sustainability of the NDA relies heavily on the optimisation strategies to maximise productivity and eliminate duplications across a range of functional responsibilities in the organisation. The optimisation process should also be characterised by cost-saving initiatives in a bid to prioritise resources towards long-term sustainable plans that add lasting value to the mandate of the NDA. Importantly, there has to be a realignment of processes, which should ensure that the NDA redirects resources towards areas of high community impact.
- 2.6. The key consideration for the revised business model will be the required skills and capacity for its full implementation. The audit of the current skills is crucial in determining the gap between the current and the required future skills. The organisational structure will inevitably have to change in alignment with the revised business model. The finalisation of the organisational structure will be embedded by business process reengineering to ensure fit for fit-for-purpose structure with clearly defined functional responsibilities for the implementation of the NDA mandate.
- 2.7. In light of the above-mentioned, the NDA has recently adopted a new strategic pathway to build a compliant and fit-for-purpose entity whose operations are guided by sound commercial and developmental principles. It has embarked on a different

strategic direction and trajectory and crafted the Turnaround Strategy and Business Model in pursuance of the new strategic focus.

2.10. To this end, it has become imperative that the organisational structural architecture be examined and re-aligned with the new strategic posture of the organisation.

2.11. Following the conclusion of these exercises, the NDA seeks to appoint a service provider to assist the organisation in reviewing the current organisational structure, including current skills and designing an organisational structure and architecture, including skill sets required to improve and design business processes that are fit for purpose and thus capable of assisting in the execution of the new corporate strategy. Specifically, the NDA needs to design a fit-for-purpose organisational structure that can improve its ability to meet customer needs and create shareholder value. We need an effective and efficient organisational design and structure that can help us achieve the following:

- Facilitate NDA Turnaround Strategy implementation.
- Drive value.
- Improve organisational performance.
- Ensure the appropriately skilled workforce and the appropriate number are deployed.
- Improve the performance of the workforce; and
- Facilitate business transformation.
- Deliver on the NDA's mandate.

3. PURPOSE

The NDA invites service providers with the capability to review and design the organisation structure that is aligned to the Turnaround Strategy, looking at the complex relationships between objectives, tasks, workflow, responsibility and authority, and making sure all these support the objectives of the NDA. A good organisational design helps communications, productivity and innovation, and creates an environment where people can work effectively and increase organisational performance.

4. OBJECTIVES

The project objectives are, inter alia, review, design and align the following:

- a) Assess the current organisational structure against the Turnaround Strategy

- b) Conduct Business Process Reengineering (BPR) for support and core areas impacted by the Turnaround strategy.
- c) Identify Organisation drivers.
- d) Determine requisite organisational design principles.
- e) Review current skill set and functions and define gaps between current skill sets and new skill set requirements for the new business model and structure.
- f) Conduct a comprehensive review of the current structural architecture and staff establishment and outline high-risk areas therein.
- g) Identify appropriate roles, responsibilities and competencies needed to support the model and develop a competency model and competency dictionary.
- h) Develop job profiles and descriptions and identify appropriate staffing levels (full-time equivalents) required to support the model.
- i) Grade/Evaluate the positions using the Peromnes job grading system.
- j) Conduct salary benchmarking.
- k) Review the NDA skills Audit Report and conduct a skills analysis to support the implementation of the Turnaround Strategy.
- l) Develop the Transition and migration plan with timelines.
- m) Map and place employees in new roles.
- n) Identify, assess, and mitigate risks associated with the organizational review process.
- o) Facilitate engagement with all stakeholders i.e. Board and its governance structures, Management , Staff and Organised Labour on migration principles.

5. SCOPE AND EXTENT OF WORK

The successful service provider will be expected to:

5.1. Environmental Scanning and Assessment

- Review, analyse and interrogate the current organisational structure against alignment/misalignment with the Turnaround Strategy and the requirements that guide the NDA in the execution of its mandate.
- Study all the NDA strategic documents such as, but not limited to, the NDA 5-year Strategic Plan and NDA Turn-Around strategy to appropriately outline the context.
- Assess the alignment of the current structural architecture to the NDA Turnaround Strategy
- Assess the capacity and utilisation of people and make recommendations.

5.2. Organizational design and development formulation

- Develop a detailed organisation structural architecture aligned to Turnaround Strategy and corporate objectives.

- Develop the proposed organisational structure taking into consideration the current staff composition, human resources process flow and available financial resources.
- Develop a comprehensive transition/migration plan.
- Conduct Skills Analysis.
- Engage all stakeholders i.e. Board and its governance structures, Management , Staff and Organised Labour
- Draft recommendations for creating efficiencies in the staffing of the structure, including costing, pros and cons for different options.
- Develop new job profiles where required in alignment with Turnaround Strategy
- Review current job profiles and develop the revised job profiles in alignment with the Turnaround Strategy.
- Undertake Job Grading of all positions using the Peromnes job evaluation system.
- Conduct a Migration and Placement exercise to guide the NDA in the migration of employees into the new structure and outline the redeployment processes and options.
- Draft Competency Framework for functionaries proposed in the new structure.
- Develop a Pay Progression Plan to provide the NDA with a structured process for movement within a specific pay range attached to a specific pay grade.
- Develop a Risk Management Plan wherein risks of the project and implementation thereof are identified and mitigated.

6. DELIVERABLES AND OUTPUTS

The successful service provider will be expected to deliver:

- 6.1. Project Plan implementation with methodology, activities, deliverables and time frames
- 6.2. An Inception Report before embarking on a fully-fledged review exercise of the NDA's organisation design evaluation. The inception report will detail the service provider's understanding of what is being reviewed (NDA current Environment), evaluated, as well as proposed methods, tools, sources of data and procedures intended to answer each aspect of the review. The inception report should also include a proposed schedule of tasks, activities, timelines, deliverables, and key issues. The inception report shall not exceed 5 pages (font size 11, Arial).
- 6.3. Project Communications plan to guide the process of engagement with all stakeholders, including NDA staff at all levels.
- 6.4. A draft report for engagement and presentation to different operations and approval structures of the NDA – which must cover the following:
 - Business Process Reengineering report.

- Organisational Structure Architecture on Improvements and alignment of the proposed structure and functions aligned to the Turnaround Strategy.
 - Detailed job profiles for positions in the new structure job requirements
 - Competency framework for functionaries proposed in the new structure.
 - Skills Analysis report covering comparison between current skills and future skills and the gap analysis.
 - Communications strategy and plan for the implementation of the outcomes.
 - Migration and Placement Implementation plan and process to guide the NDA in the migration of employees into the new structure and outlined redeployment process and options.
 - Migration and Placement Principles agreement.
 - Recommended Pay Progression Plan.
 - Risk Management Plan.
- 6.5. Final report, covering all the listed deliverables outline above for approval by the NDA Board.
- 6.6. As part of the Organisational Turnaround process underway, the service provider will be required to work together on convergent matters, with the Change management service provider. The service provider will be required to highlight, communicate and develop a workaround on change processes within their plan to ensure seamless implementation.

7. PROJECT METHODOLOGY

The successful service provider should use a participatory and consultative approach in ways that engage all members of departments and levels at the NDA. It is also expected that this will include ongoing discussions with the CEO, Executive Management Team, Line Management and HR Manager. The successful service provider will convene team meetings virtually and/or in person.

The aim is that by the end of the consultation process, the NDA will have clear recommendations in terms of organisational redesign that will help the organisation to operate more effectively and efficiently. The service provider should be keen to conduct a practical exercise in identifying tangible solutions aligned to the NDA's Turnaround Strategy, rather than a theoretical exercise in preparing a plan.

8. PROJECT TIMEFRAMES

The successful service provider is expected to complete the work within 15 months, starting from the date of contract signing.

9. CRITERIA FOR EVALUATING FUNCTIONALITY (PHASE 1)

DESCRIPTION	WEIGHT
1. PROJECT PLAN	
1.1. Project Plan with clearly defined tasks, goals and milestones, timelines, team roles and responsibilities	5
2. METHODOLOGY	
Description of the Organisation Design methodology and principles (clearly stipulate a proposed response to each and every deliverable as detailed in 4, 5 and 6 above).	65
2.1 Environmental Scan and Analysis Approach = 10 points	
2.2 Business Process Reengineering (BPR) Approach = 10 points	
2.3 Organizational Competency Framework = 5 points	
2.4 Job profiles Review/Development/Evaluation Approach = 10 points	
2.5 Job Grading approach using Peromnes = 5 points	
2.6 Pay Progression Plan/Approach = 5 points	
2.7 Skills Analysis Approach = 5 points	
2.8 Migration/Transition and Placement Implementation Framework/Approach including alignment with the Change Management Approach = 5 points	
2.9 Risk Management Plan = 5 points	
2.10 Stakeholder Engagement and Communication Plan = 5 points	
3. PROJECT TEAM QUALIFICATION (ACADEMIC, PROFESSIONAL CERTIFICATION) AND EXPERIENCE	
Bidder must provide curriculum vitae and at least 1 (one) of the following certified qualifications that are relevant to the scope of services for each of the competency areas listed below:	
3.1. A project leader with a minimum of an NQF level 9 (Master's Degree) and 5 years' experience in Business Management, Project Management, Business Modelling, Strategy Planning, Psychology, Organisational Development or Design, Human Resource Management or any related field.	4
<ul style="list-style-type: none"> NQF Level 9 or higher in related fields = 2 points Curriculum Vitae indicating experience = 2 points 	

<p>3.2. A project lead must possess a professional project Management certification (e.g. Agile, PMBOK, PRINCE2, PMP etc.) – 3 points for any of the Professional Project Management certification</p>	<p>3</p>
<p>3.3. A project lead must have a minimum of five (5) years' experience in the development of Organisation Structure in a public entity or private entity - 4 points for experience in a similar project done.</p>	<p>4</p>
<p>3.4. A minimum of two support team members with a minimum of NQF level 7 (bachelor's degree/Advanced Diploma) and 5 years' experience in Human Resource Management, Training and Development, Organisational design, or any related field</p> <ul style="list-style-type: none"> • 0 – 1 Team Member = 0 points • NQF Level 7 or higher in related fields for two (2) Team Members = 4 points • Curriculum Vitae for Two (2) Team Members both with minimum experience of 5 years in the related fields = 2 points each 	<p>4</p>
<p>All certificates must be certified by the Commissioner of Oath (certification should be within 06 months). Failure to submit certified proof of qualifications and certifications will not be considered and will result in a score of zero.</p> <p><i>Note: The NDA reserves the right to verify the validity of the certification. Should the leader/team member leave employment for any reason, a replacement must be of similar or higher qualifications.</i></p>	
<p>5. COMPANY EXPERIENCE IN ORGANISATIONAL STRUCTURE DEVELOPMENT SERVICES</p>	
<p>5.1. Experience of the Company – The company should submit a company profile indicating a minimum of 3 years' experience in the provision of Organisational Structure design management services.</p> <p>A score of zero will be allocated to company experience below 3 years.</p> <p>5.2. Client Reference Letters: - The company should provide a minimum of three reference letters of similar previous work rendered in the past five (5) years by the company/Bidder on Organisational Change Management Services</p> <p><u>The reference letters from clients of a bidder must include:</u></p> <ul style="list-style-type: none"> • Client letterhead and dated. • The letter must indicate the scope and the duration of work carried out and the year the work was done. • Contact person and contact telephone numbers. • The letter must be signed by a duly authorised person. <p>Reference letters not meeting the above criteria on point 5.2 will not be considered.</p>	<p>5</p>

<ul style="list-style-type: none"> 0-2 Reference Letters = 0 Points 3 Reference Letters and more = 6 Points <p><i>Note: The NDA reserves the right to verify the validity of the client's Reference Letters submitted.</i></p>	6
TOTAL SCORE	100
MINIMUM QUALIFYING SCORE	70

Note: Bidders who score less than 70 on technical/functionality evaluation will not be evaluated further.

10. TECHNICAL EVALUATION SCORE CLARIFICATION

1. ORGANISATIONAL DESIGN METHODOLOGY			
Clear	Partially Clear	Not Clear	65
50-65	30-49	0 – 29	
2. ENVIRONMENTAL SCAN APPROACH			
Clear	Partially Clear	Not Clear	10
8-10	4 – 7	0 – 3	
3. BUSINESS PROCESS RE-ENGINEERING (BPR)			
Clear	Partially Clear	Not Clear	10
8 – 10	4 – 7	0 – 3	
4. ORGANISATIONAL COMPETENCY FRAMEWORK			
Clear	Partially Clear	Not Clear	5
4-5	2-3	0 – 1	
5. JOB PROFILES REVIEW AND DEVELOPMENT APPROACH			
Clear	Partially Clear	Not Clear	10
8 – 10	4 – 7	0 – 3	
6. JOB GRADING APPROACH			
Clear	Partially Clear	Not Clear	5
4-5	2-3	0 – 1	

7. PAY PROGRESSION APPROACH			
Clear	Partially Clear	Not Clear	5
4-5	2-3	0 – 1	
8. SKILLS ANALYSIS PLAN			
Clear	Partially Clear	Not Clear	5
4-5	2-3	0 – 1	
9. MIGRATION/TRANSITION AND PLACEMENT APPROACH			
Clear	Partially Clear	Not Clear	5
4-5	2-3	0 – 1	
10. RISK MANAGEMENT PLAN			
Clear	Partially Clear	Not Clear	5
4-5	2-3	0 – 1	
11. STAKEHOLDER ENGAGEMENT AND COMMUNICATION PLAN			
Clear	Partially Clear	Not Clear	5
4-5	2-3	0 – 1	

11. TERMS AND CONDITIONS

- 11.1 Prospective service providers are required to attend the compulsory site meeting and to complete the attendance register. Non-attendance of the site meeting will disqualify the bidder.
- 11.2 A service agreement will be entered into with the successful bidder for a period of 18 months.
- 11.3 The performance of the service provider will be evaluated monthly. NDA will have the right to cancel the agreement if the service provider is in breach or default of any of the terms of agreement, or not satisfied with the service.
- 11.4 NDA reserves the right to terminate the appointment or any part thereof; at any stage of completion should it decide not to proceed with the service.
- 11.5 Should the contract between NDA and the service provider be terminated by either party due to reasons not attributed to the service provider, the service provider will be remunerated for the appropriate portion of work completed.

12. COMMERCIAL EVALUATION (PHASE 2)

- (a) Bids will be evaluated in accordance with the NDA's Supply Chain Management Policy and Preferential Procurement Policy, 2023, using the 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price (the lowest acceptable bid will score 80 points and bidders that quoted higher prices will score lower points for price on a pro-rata basis).
- (b) The bid proposals received will be evaluated in two (2) phases. On the first phase bids will be evaluated on functionality and on the second phase in accordance with the 80/20 preference points system respectively.
- (c) Bid proposal must score a minimum of seventy (70) points out of hundred (100) points on functionality in order to qualify for advancement to the next phase of evaluation. Second phase, a bid proposal scoring less than seventy (70) out of 100 will not be considered for further evaluation and will be disqualified.
- (d) Phase two: During this phase, bid proposals that passed the first phase will be further evaluated based on the 80/20 preference points system in accordance with the PPPFA Act, where 80 points will be attained in respect of price (the lowest acceptable bid will score 80 points and bidders that quoted higher prices will score lower points for price on a pro-rata basis), 10 points will be awarded for Enterprises owned by black people, 4 points for enterprise located in a specific Rural/Underdeveloped/Township (should the required locality merely be the Province, the full points will be applied to the Province), 2 points for Enterprises owned by black African women and 4 points for Enterprises owned by black African youth. **The CSD I AM register report** will be used to allocate points and the (80/20 system) will be applied in accordance with the table below:

Specific Goal	Number of points (80/20 system)
Enterprises owned by black people <i>(must be included as a specific goal)</i>	10 points % shareholding by black people will determine the points
Enterprises located in a specific: <ul style="list-style-type: none"> Rural / Underdeveloped/Township for work to be done or services to be rendered in that area. <i>(SBD 1 must be completed with full location and must be accompanied by proof of address to claim points).</i>	4 points <ul style="list-style-type: none"> Rural/Underdeveloped/Township/: = 4 points Should no declaration or proof be supplied, the bidder will score zero but will not be disqualified. Should the required locality be the Province, the full points will be applied to the Province. <i>Points will be given if the enterprise has its registered head office or registered operational office in that location</i>
<ul style="list-style-type: none"> Enterprises owned by black African women. 	3 points

	% shareholding by the targeted group will determine the points that are scored
• Enterprises owned by black African youth.	3 points % shareholding by the targeted group will determine the points that are scored

- (e) The highest ranked bidder will be awarded the bid. It should be noted also that the NDA reserves the right not to appoint any service provider and no service provider will be reimbursed for any costs incurred whilst participating in this bid.

13. JOINT VENTURES, CONSORTIUMS AND TRUSTS

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity if 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.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The NDA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

When bidding through a Joint Venture, the Joint Ventures must submit a Consolidated B-BBEE certificate if it is not an incorporated entity when responding to tenders. This means that the bidder will have to obtain a new B-BBEE certificate for the Joint Venture, which consolidates each participant's B-BBEE status level.

14. CLIENT BASE

The NDA reserves the right to contact references during the evaluation and adjudication process to obtain information.

15. PACKAGING OF THE BID DOCUMENTS

The bidder shall place both the sealed Technical Proposal and Price/ Commercial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

15.1. Functionality/Technical Envelope

Bid Ref: NDA12/CS07/24

THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT AN ORGANIZATIONAL STRUCTURE REVIEW TO ALIGN WITH THE TURNAROUND STRATEGY OF THE NATIONAL DEVELOPMENT AGENCY (NDA).

Bid closing date and time: **26th MARCH 2024 at 12h00**

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid as per Section 6 of this document.

15.2. Pricing/Commercial Envelope

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Bid closing date and time: **26th MARCH 2024 at 12h00**

Name and address of the bidder:

In this envelope, the bidder shall only provide the price/commercial proposal and the Mandatory documents outlined in section 14 of this document.

16. PRICING

- (a) Bidders must submit a detailed cost breakdown for all applicable costs e.g. Initial setup costs, monthly costs, and any other applicable costs. All prices submitted must be inclusive of VAT.
- (b) Bidders must indicate if their prices will be fixed and firm for the duration of the proposed contract period, if not, the proposed escalations should be indicated.
- (c) Bidders must ensure that the quotes submitted have no arithmetic errors as NDA will not rectify any errors and no adjustments to quotations received will be permitted.
- (d) Bidders will carry the responsibility of ensuring that the proposals submitted have been signed by a duly authorised person. Should it be established after the submission of

proposals that the signatory authorising the proposal is not legally appointed by the service provider, the offer/proposal will be disqualified from the evaluation process.

- (e) All prices submitted should be typed in black ink or written in pen, proposals written in pencil will not be accepted and evaluated.
- (f) A two-envelope system will be used for the submission of proposals.

17. TENDER VALIDITY

All submitted bids must be valid for 150-days from the closing date of this bid.

18. NDA PAYMENT TERMS

Invoices will be paid 30-days from the date of submission and approval. All invoices must be sent to the following e-mail address: Invoices@nda.org.za

19. MANDATORY DOCUMENTS

- (a) Valid Tax Clearance Certificate issued by the South African Revenue Services (SARS). Where consortium/joint ventures/sub-contractor are involved in each party to the association must submit a separate valid original Tax Clearance Certificate or SARS tax Pin or a CSD report. Alternatively, service providers must fully complete Standard Bid Document 1 (SBD 1) to give effect to the tax compliance status system.
- (b) Signed agreements for joint ventures and/or consortium arrangements.
- (c) Company registration documents (CIPC).
- (d) A letter/resolution authorising the person signing the bid documents and contracts.
- (e) All participating bidders must complete, sign and return ALL the attached SBD forms (SBD1, 3.3, 4 & 6.1) together with their proposals.

Failure to complete and submit any of the attached documents will result in immediate disqualification.

20. CENTRAL SUPPLIER DATABASE

The NDA will not appoint any supplier who is not registered as a prospective supplier on the central supplier database as required in terms of National Treasury Circular No. 3 of 2015/2016 and National Treasury SCM Instruction note 4 of 2016/2017.

21. CONTRACT AWARD

A binding contract will be signed after both parties have fully agreed to the scope of work and all terms and conditions. The NDA legal department will develop a draft contract that shall be used as the basis to finalise contract terms and conditions.

22. DISCLAIMER

- (a) Whilst all due care has been taken in connection with the preparation of this bid, the NDA makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current or complete. The NDA and its officers and employees will not be liable for any information communicated which is not accurate, current or complete.
- (b) If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NDA (other than minor clerical matters); the bidder must promptly notify NDA in writing of such discrepancy, ambiguity, error or inconsistency to allow the NDA to consider what corrective action is necessary (if any).
- (c) Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NDA will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- (d) No representations made by or on behalf of NDA about this bid will be binding on the NDA unless that representation is expressly incorporated into the contract ultimately entered into between NDA and the successful bidder.

23. ADDITIONS AND AMENDMENTS TO THE BID

- (a) The NDA reserves the right to change any information in, or to issue an addendum to this bid before the closing date and time. The NDA its officers and employees will not be liable in connection with either the exercise of or failure to exercise this right.
- (b) Should the NDA exercise its right to change the information in terms of clause 22.1 all amendments will be communicated to all bidders.

24. CONTENT PAGE

Participating bidders are required to submit a detailed content page and page dividers clearly indicating (cross-referencing) where each of the technical requirements is placed in their bid documents exactly as outlined in **section 9** (technical evaluation criteria) of this TORs. Any

additional information that the supplier would like to provide should be referenced as well on the content page.

25. PRICE NEGOTIATIONS

- (a) Where the bidder that scored the highest total points did not quote a reasonable or a market-related price, the NDA may negotiate with the bidder to offer a reasonable or market-related price, should the adjudicator agree to this;
- (b) Should the bidder scoring the highest total points not agree on a reasonable or market-related price, the NDA may cancel the bid or negotiate with the bidder that scored the second highest total points or the third highest total points, in that order.

•

26. SPECIAL COMMERCIAL CONDITIONS OF THIS BID

NDA reserves the right to;

- (a) To accept part of a tender rather than the whole tender.
- (b) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- (c) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- (d) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- (e) Award to multiple bidders based either on size or geographic considerations.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)				
BID NUMBER:	NDA12/CS07/24	CLOSING DATE: 26 th MARCH 2024		CLOSING TIME: 12H00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT AN ORGANISATIONAL STRUCTURE REVIEW TO ALIGN WITH THE TURNAROUND STRATEGY OF THE NATIONAL DEVELOPMENT AGENCY (NDA) OVER A PERIOD OF (15) MONTHS			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Muzi. Matsenjwa	CONTACT PERSON	Rejoice Zodwa and Vuyelwa Hlangwana	
TELEPHONE NUMBER	+27 11 018 5500	TELEPHONE NUMBER	011 018 5500	
FACSIMILE NUMBER		FACSIMILE NUMBER		
E-MAIL ADDRESS	MuziM@nda.org.za	E-MAIL ADDRESSES	rejoiced@nda.org.za/VuyelwaH@nda.org.za	
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <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]
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					
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.					

1

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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. THE BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE NDA'S SUPPLY CHAIN MANAGEMENT POLICY AND PREFERENTIAL PROCUREMENT POLICY 2023, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF THE CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM SBD7 (WHERE APPLICABLE)**

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 BIDDERS MAY ALSO SUBMIT A CSD REPORT TOGETHER WITH THE BID

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.8 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, UNLESS THE PERSON HAS PERMISSION TO PERFORM OTHER REMUNERATIVE WORK OUTSIDE OF THEIR EMPLOYMENT, WHERE THE PUBLIC ADMINISTRATION MANAGEMENT ACT, 2014 DOES NOT APPLY TO SUCH EMPLOYEE.

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 (IF REQUIRED))

DATE:



PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: **NDA12/CS07/24**.....

CLOSING TIME **12H00**

CLOSING DATE... **26th MARCH 2024**

OFFER TO BE VALID FOR ...**150**.....DAYS FROM THE CLOSING DATE OF BID.

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

Bid No.:

Name of Bidder:

.....	.....	R.....
.....	.....	R.....

TOTAL: R.....

**** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance 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]**

Any enquiries regarding bidding procedures may be directed to the –

Muzi Matsenjwa
Tel:011 018 5500
muzim@nda.org.za

Or for technical information –

Vuyelwa Hlangwana
Tel:011 018 5500
vuyelwah@nda.org.za



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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.

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.



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Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following



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statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for

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.



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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



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = 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 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

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 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
QSE/EME B-BBEE level 1		10		
QSE/EME B-BBEE level 2		09		
B-BBEE level 3, 4, 5, 6, 7, 8, or non-compliant contributor		0		
Enterprises located in a specific: <ul style="list-style-type: none"> Rural / Underdeveloped/Township for work to be done or services to be rendered in that area. 		10		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
☐ [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....