



traditional affairs

Department:
Traditional Affairs
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO INSTITUTIONALISE BUSINESS CONTINUITY MANAGEMENT IN THE DEPARTMENT, CONDUCT BUSINESS IMPACT ANALYSIS, FACILITATE THE DEVELOPMENT OF BUSINESS CONTINUITY MANAGEMENT PLANS AND BUSINESS CONTINUITY MANAGEMENT POLICY AND BUSINESS CONTINUITY MANAGEMENT STRATEGY FOR DTA.

BENEFICIARY	DEPARTMENT OF TRADITIONAL AFFAIRS
CONTACT PERSON	GLADMAN NDLOVU
BID REF NO:	DTA/ODG/BCM/02/2023/24
CLOSING DATE AND TIME	08 MARCH 2024 @11 AM
PHYSICAL ADDRESS	3RD FLOOR PENCARDIA 1 BUILDING (OLD MUTUAL BUILDING) 509 PRETORIUS STREET ARCADIA

gm

1. INTRODUCTION AND BACKGROUND

2.1 Business Continuity Management is a holistic management process that identifies potential impacts that threaten an organization and provides a framework for building resilience with the capability for an effective response that safeguards the interests of its key stakeholders, reputation, brand and value creating activities.

2.2 Business Continuity Management outlines how a business will continue its critical functions during and after an emergency event or disruption has occurred. It is vital for Department of Traditional Affairs to have practical and robust plans to respond to any major threat or incident to prepare the department in the event of extended service outages caused by factors beyond our control, such as natural disasters, man-made events, epidemics (Covid-19), workplace violence, utility failures, Cyber-attacks, economic downturn etc., and to restore services to the widest extent possible in a minimum time frame.

2. PURPOSE OF THE PROJECT

The purpose of the project is to institutionalise Business Continuity Management, conduct a Business Impact Analysis (BIA), facilitate the development of Business Continuity Plans (BCPs), develop a Business Continuity Management Policy and Business Continuity Management Strategy within the Department of Traditional Affairs as well as transferring skills on the methodology used in executing the services.

3. CONTRACT DURATION

The duration of the contract is twelve (12) months.

4. OBJECTIVES OF THE PROJECT

4.1 To institutionalizes BCM and provide resources in the department to assist conducting Business Impact Analysis (BIA) to determine the criticality of business activities and associated resources required to ensure operational resilience and continuity of operations during and after a business disruption, based on the outcome of the BIA, develop Business

Continuity Plan's to cover and plan for short and long-term disasters or other disruptions that may have been caused by incidents such as pandemics, fire, floods, explosions, terrorism, extended power interruptions, and other natural or man-made disasters.

5. SCOPE OF WORK

5.1. The successful Service Provider will be required to perform the following functions:

- Develop a BCM Policy and Strategy,
- Conduct a thorough Business Impact Analysis (BIA) and compile a comprehensive BIA report. The BIA must be aligned to the BCM Strategy and ISO 22301 standards and must include the following:
 - a) Identifying and analyzing business processes to determine key/critical business processes and activities.
 - b) Identifying key personnel for each critical business process. Obtain information which include job title and description; criticality of the person; contact details; special skills; transport and logistic information; and alternative contact details in relation to BIA
 - c) Identify critical Information and Communication (ICT) Technology dependencies, and in doing so:
 - Identify and understand the various ICT systems / applications used by the business unit linked to critical business processes.
 - Identify the business requirements in terms of recovering IT systems / applications.
 - Determine Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for each critical service identified.
 - d) Identify facilities and equipment critical to business units and that which will be required for continuity purposes.
 - e) Identify and analyse third parties (suppliers) that are critical to the achievement of business units' objectives.
 - f) Identify and analyse disastrous risk exposures that could disrupt / make business processes unavailable for an intolerable duration.
 - g) Identify recovery sites or alternative solutions suitable for the people, equipment and systems required in line with the BIA.
- Develop a Business Continuity Plan's
- BCP's must outline:



- The purpose, scope and objectives of the plan.
 - The roles and responsibilities of the response management team(s) who will implement the plan.
 - The actions the response management team(s) will take to continue or recover prioritised activities within pre-defined thresholds and monitor the impact of the disruption and the organisation's response thereto.
 - The internal and external dependencies.
 - The resources required and procedures to enable delivery of projects and services at an agreed capacity.
 - Emergency recovery processes.
 - The reporting requirements.
 - A process for standing down which details the process to return to normal
 - Operations after a business continuity incident.
 - Response Structure.
- Provide the department with the relevant templates for conducting and developing future BIAs and BCPs
 - Provide evidence that their services comply with International Standard ISO:22301; 2012 Societal Business Security, Business Continuity Management System
 - Requirements and any other relevant regulatory frameworks and compliance with departmental policies and relevant Government prescripts / Frameworks.
 - Write and present monthly report to the Chief Risk Officer (CRO).
 - Attend planned meetings with the CRO or his/her delegate and relevant managers when required.
 - The service provider must also be available when necessary to attend the DTA Governance structures meetings, which are convened regularly.
 - Conduct trainings and transfer skills (service provider to provide training plan)

5.2. DELIVERABLES OF THE SERVICE

- Business Impact Analysis and the Report;
- Business Continuity Management Policy and Strategy for the Department;
- Business Continuity Management Plans;
- Attendance of Management meetings
- Training manual
- Close-up report and aftercare.



6. REQUIRED EXPERTISE OF THE SERVICE PROVIDER

The Service Provider should have the following expertise:-

- a) Skills to perform BIA;
- b) Government prescripts/risk frameworks;
- c) Certification of ISO:22301 or CBCI
- d) Business Continuity Management System requirements;
- e) Sufficient capacity to execute the Business Continuity Management Framework Requirements;
- f) In depth understanding of the ISO standards;
- g) Report writing and presentation.

7. EVALUATION SYSTEM/CRITERIA 80/20

8.1 EVALUATION METHODS

The bid will be evaluated in three (3) stages –

STAGE 1 –PREQUALIFICATION

Mandatory requirements-.

- 1. Tax compliant status on CSD
- 2. Completed and appropriately signed Standard Bidding Documents: SBD 4
- 3. Company Profile

8.2. STAGE 2: EVALUATION ON FUNCTIONALITY

Criteria	Maximum possible score



Company experience**10 Points**

A minimum of five (5) years' experience is required in providing Business Continuity Management services with a minimum of three (3) projects successfully completed supported by reference letters from contactable and verifiable references on the company's letterhead.

- a) 3 Projects =5
- b) 4 Projects =7
- c) 5 or more Projects =10

Bidders to provide minimum three (3) contactable references in a table format as follows:

Name of institution	email address	contact number	project name	Contract value	Duration of the contract

KEY PERSONNEL**25 Points****Team Leader:**

A team Leader should have a minimum of 3 years experience in conducting the BCM related projects on Public/Private Sector. A team Leader will be scored on both Qualifications and Experience

Qualifications of Team leader

- (a) Diploma in Internal Audit/Risk Management = 3
- (b) Bachelor's Degree in Internal Audit/ Risk Management = 5
- (c) Post graduate Diploma/Honors in Internal Audit/Risk Management = 7
- (d) Masters in Internal Audit/Risk Management = 10

Experience of the team leader (Detailed CV's to be included)

- (a) 3 years' experience in BCM within Public /private sector =5
- (b) Above 3 to 4 years' experience in BCM within Public/Private Sector 7
- (c) Above 4 years' experience in BCM within Public/Private Sector =10

A team leader must be a Certificated with ISO:22301 or CBCI = 5			
Resource 1. Occupational Health and Safety Officer (a) Diploma in Occupational Health and Safety or Risk Management =5 (b) Degree /B-tech /advance diploma in Risk Management /Occupational health =7 (c) Honours and above in Risk management =10 Experience of Occupational Health and Safety Officer 1-2 years' experience in BCM within Public/private Sector =5 (a) 2-5 years' experience in BCM within Public/private Sector =7 (b) Above 5 years' experience in BCM within Public/Private Sector =10			20 Points
Resource 2. ICT Support (a)Diploma in ICT/ Computer Science = 5 (b) B-tech/Degree/Advance Diploma in ICT/Computer Science = 7 (c)Honours and above in ICT/Computer Science = 10 Experience of ICT Support (a) 2 Years Experience in ICT support =5 (b) Above 2 to 4 Years Experience in ICT support = 7 (c) Above 4years' Years Experience in ICT support =10			20 Points
Project plan Understanding of the milestones/deliverables and timelines to be included in a detailed project plan: a) Clear understanding of the milestones/deliverables and timelines to be included in a project plan = 5 b) Clear understanding of the milestones/deliverables and timelines to be included in a project plan and indicating the resources to be utilized=5			10 Points
The scoring of the approach paper will be as detailed hereunder:			
Evaluating Point	Assessment Criteria	Maximum allocated point(s)	
Methodology to be adopted	Project knowledge, demonstration, and clear understanding of the project objectives (5).	5 points	

Project implementation schedule/Programme	Identified milestones with project plan or timelines (5). Adequacy of understanding of project risks and appropriateness of proposed mitigation measures. (2)	7 points		
Skills Transfer	Demonstration of skills transfer will be conducted (3)	3 points		
	TOTAL	15 POINTS		

BIDDERS WHO FAIL TO ACHIEVE A MINIMUM OF 70 OUT OF 100 POINTS ON FUNCTIONALITY WILL BE DISQUALIFIED FOR EVALUATION ON STAGE THREE (PRICE AND SPECIFIC GOALS/B-BBEE).

8.3 PHASE 3 - PRICE AND PREFERENCE POINTS EVALUATION

8.3 STAGE 3 PRICE AND SPECIFIC GOALS

8.3.1. Only Bidders that have met the **70** points threshold for functionality will be evaluated in phase 3 for price and preference points.

8.3.2. In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Specific Goals (maximum 20 points)

Price Evaluation (80 Points)

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

The following formula will be used to calculate the points for price:

Where;

DTA/ODG/BCM/02/2023/24

End User Initials.....



Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

8.3.3. Specific Goals Evaluation (20 Points)

Specific Goals Points allocation

A maximum of 20 points may be allocated to a bidder for attaining the specific goals in accordance with the table below:

DTA'S SPECIFIC GOALS	POINTS	
	80/20	90/10
SPECIFIC/PREFERENTIAL GOALS		
B-BBEE compliance based on section 10 of the BBEE Act 53 of 2003 as amended by act 46 of 2013	8	4
Black ownership (51% or More)	4	2
Women ownership (51% of More)	4	2
Youth	2	1
People with Disabilities	2	1

B-BBEE status level of contributors	Number of points (80/20 system)	B-BBEE status level of contributors	Number of points (90/10 system)
1	8	1-2	4
2	7	3-4	3
3	6	5-6	2
4	5	7-8	1
5	4	Non-compliant contributors	0
6	3		
7	2		
8	1		
Non-compliant contributors	0		

Points for Specific Goals may be allocated to bidders on the submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1)



- B-BBEE Certificate
- CSD Report

9. FORMAT OF PROPOSAL

9.1 Pricing must include the following:

- All prices must be inclusive of value added tax
- Administrative costs inclusive of value added tax
- Any other costs (specify) inclusive of value added tax.
- The assignment will be done on time and cost basis.

10. TRADITIONAL AFFAIRS RIGHTS

- 10.1.1 Traditional Affairs reserves the right to cancel this solicitation in whole or in part, at its sole discretion, at any time before the Agreement is fully executed.
- 10.1.2 This RFQ does not commit Traditional Affairs to award an Agreement, to pay any costs incurred by bidders in the preparation of their proposals submitted in response to this RFQ, or to procure or contract for services.
- 10.1.3 Traditional Affairs reserves the right to modify or cancel in whole or in part this RFQ, to reject all proposals, to accept the proposal it considers most favorable to Traditional Affairs' interests at its sole discretion.
- 10.1.4 Traditional Affairs further reserves the right to reject all proposals and seek new proposals when Traditional Affairs considers such a procedure to be in its best interest. If there is any evidence indicating that two or more bidders are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such bidders shall be rejected. The evidence of such practices shall be reported to the relevant authorities.
- 10.1.5 Traditional Affairs reserves the right to hold discussions and/or negotiations with any individual or qualified company, to interview or not, to request additional information or revised proposals or to request best and final offers if it is in the best interest of Traditional Affairs to do so. However, Traditional Affairs may make an award without conducting any interview or negotiations; therefore, recommended service providers are encouraged to submit their best proposal at the outset.



10.2 INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF MATERIAL

- 10.2.1 All intellectual property rights relating to any work produced by the service provider in relation to the performance of this Contract shall belong to DTA.
- 10.2.2 The service provider shall give DTA all the required assistance in protecting such intellectual property rights.
- 10.2.3 All material, in paper, electronic or any recorded format produced by the service provider in the performance of this Contract shall remain the property of DTA and must be handed over to DTA within one month of the completion of the contract.
- 10.2.4 All service providers undertake not to infringe the intellectual property of third parties.
- 10.2.5 Should any action or claim be instituted DTA emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service providers hereby indemnify DTA against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

10.3 AMENDMENTS AND VARIATION

- 10.3.1 The terms of reference together with the offer made by the successful bidder and the acceptance thereof by DTA as well as the General Conditions of Contract shall constitute the formal agreement between DTA and the successful bidder.
- 10.3.2 No amendment of this agreement, variation, waiver, relaxation or suspension of any of the provisions thereof shall have any force or effect, unless reduced to in writing and signed by both parties.
- 10.3.3 The service provider shall be appointed as an independent contractor and DTA shall not be held liable for any obligations or liabilities arising out of the actions of the service provider.
- 10.3.4 The service provider does not have the right to bind DTA in any way during the execution of his /her mandate under this contract.

10.4 ASSESSMENTS

- 10.4.1 Assessments of the performance of the service provider will be conducted during the relevant periods in line with activities referred to in paragraph 5.2 and in accordance with the key deliverables. If there is dissatisfaction with the performance, written notice outlining the deficiencies will be provided to the service



provider who will have 14 days to rectify the deficiency, failing which the contract will be terminated.

10.5 TERMINATION OF THE CONTRACT

- 10.5.1 If the service provider does not commence to work on the project, and after 14 days written notice addressed to his/her domicilium address to start still fails to start to work on the project, this contract may be cancelled forthwith.
- 10.5.2 This contract may be cancelled for reasons other than poor performance or breach of contract, by giving the service provider 14 days' written notice to rectify or address the cause of concern where-after DTA shall have the right to summarily cancel the contract upon written notice to the service provider.

10.6 COMMUNICATION

- 10.6.1 All contract technical communication must be done via the Chief Director: Office of the Director-General who is the designated contract Manager for the contract. Any other communication must be addressed to the Supply Chain Management office in writing by email: DTAQuotations@cogta.gov.za.

10.7 CONFIDENTIALITY

- 10.7.1 The existence of this agreement will be kept confidential as between the Company, DTA and the Appointed Consultant.
- 10.7.2 It is recorded that each of the parties have agreed not to disclose details of the negotiations in this matter and the content of this Agreement and to regard them as consisting of confidential information.
- 10.7.3 The parties specifically undertake not to disclose any such confidential information to any third party whomsoever (other to their respective shareholders) without the prior written consent of the other of them, save as may be required by law.



10.8 COSTING

10.8.1 Costing should be inclusive of VAT, taxes and all costs associated with the project.

10.8.2 No additional charges will be accepted by the department after issuing an official purchase order to the successful service provider.

11. REQUEST FOR PROPOSALS

All service providers are required to submit the proposals within the prescribed due date after the invitation of the RFP.

12. ENQUIRIES

Submit all enquiries preferable in writing for the attention of:

Administrative enquiries: Mr Gladman Ndlovu

: Email address: DTAQuotations@cogta.gov.za

: 012 334 0652

Technical enquires: Mr Jacob Mashishi

: Email address: JacobM@cogta.gov.za

: 012 336 4802



10ART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	11h00
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE4 BID BOX SITUATED AT (STREET ADDRESS)					
509 Pretorius Street					
Pencardia 1 Building,3 rd Floor					
Arcadia					
0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Hellen Mokoka		CONTACT PERSON	Judy Mokgothu	
TELEPHONE NUMBER	012 334 4910		TELEPHONE NUMBER	012 334 0655	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
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 PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FORDAYS 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.....
	-----	.....	..... R.....
	-----	.....	..... R.....
		TOTAL: R.....	

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

Name of Bidder:

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(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	
SPECIFIC GOALS	
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:

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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:

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = 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)

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:	.....

