

**PART A  
INVITATION TO BID**

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

BID NUMBER:	DHA04-2023	CLOSING DATE:	21 APRIL 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE OPERATING MODEL AND REVIEW THE FUNCTIONAL ORGANISATIONAL STRUCTURE FOR THE DEPARTMENT OF HOME AFFAIRS IN LINE WITH THE SERVICE DELIVER MODEL (SDM) AND DHA HYBRID ACCESS MODEL FOR A PERIOD OF TWELVE (12) MONTHS.				
<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Department of Home Affairs,					
230 Johannes Ramokgoase Street,					
Cnr. Thabo Sehume and Johannes Ramokgoase Streets					
Hallmark Building, Pretoria					
<b>BIDDING PROCEDURE ENQUIRIES MUST BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MUST BE DIRECTED TO:</b>		
CONTACT PERSON	Nompumelelo Tsoene Ngobile Chonco		CONTACT PERSON	Tshepo Nkosi	
TELEPHONE NUMBER	(012)406 2782 (012)406 2789		TELEPHONE NUMBER	(012) 406 4097	
E-MAIL ADDRESS	<a href="mailto:lettie.makhudu@dha.gov.za">lettie.makhudu@dha.gov.za</a> <a href="mailto:Ngobile.chonco@dha.gov.za">Ngobile.chonco@dha.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Tshepo.Nkosi@dha.gov.za">Tshepo.Nkosi@dha.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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 <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<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
<b>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.</b>	

**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 PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

## **I INSTRUCTIONS TO BIDDERS**

### **A THE TENDER DOCUMENTS**

#### **Rules for Bidding**

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

#### **Conditions of the Tender**

- 1.13. The General Conditions of contract will apply.

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

### **Cost of Bidding**

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

### **Content of Tender Documents**

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

### **Clarification of Tender Documents**

- 1.22. The Department will respond in email to any request for clarification of the tender documents which it receives no later than 1 week prior to the deadline for submission of bids prescribed by the Department.
- 1.23. **Non-compulsory virtual briefing session.**

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

**Date and time:** Friday, 31 March 2023 at 10h00.

Interested bidders must submit an email requesting the link to the virtual meeting on or before Wednesday, 29 March 2023.

## **Amendment of Tender Documents**

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

## **B. PREPARATION OF BIDS**

### **Language of Bid**

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

### **Documents Constituting the Bid**

- 1.2. The bid prepared by the Bidder shall comprise the following components:

- 1. Technical Bid, including:**

- i. Invitation to Bid (SBD 1)
- ii. Tax Clearance Certificate
- iii. Declaration of Interests(SBD4)
- iv. Preferential Points Claim Forms (SBD 6.1)
- v. General Conditions of contract
- vi. CSD report
- vii. Letter of Authority
- viii. Completed Technical Specification Document

- 2. Financial Bid, comprising:**

- i. Price Schedule & Professional services (SBD 3.3)
- ii. Preferential points specific goals

### **Bid Prices**

- 1.3. Prices indicated on the Price Schedule shall be the total price of services including, where applicable:
  1. All duties and other taxes;
  2. The price of transportation, insurance and other costs incidental to delivery of the services to their final destination;
  3. The price of any other incidental services required in terms of the tender deliverables;
- 1.4. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

- 1.5. A bid submitted with a variable price quotation will be treated as non-responsive and rejected.
- 1.6. Prices shall be quoted in South African Rands.
- 1.7. The Department has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract.

### **Period of Validity of Bids**

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

### **Format and Signing of Bid**

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

### **Sealing and Marking of Bids**

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

Department of Home Affairs  
230 Johannes Ramokhoase Street  
Pretoria  
0001

- 1.14. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late.

- 1.15. If the outer envelope is not sealed and marked as required by the clause, the Department will assume no responsibility for the bid's misplacement or premature opening.
- 1.16. Faxed or emailed bids will not be accepted. **Only hand-delivered bids submitted before the due date and time will be accepted.**

#### **Closing Date of Bids**

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

#### **Late Bids**

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

#### **Modification and Withdrawal of Bids**

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

### **C. EVALUATION OF BIDS**

#### **Clarification of Bids**

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



### **Preliminary Examination**

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

### **Evaluation and Comparison of Bids**

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

### **Contacting the Department**

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

## **D. AWARD OF CONTRACT**

### **Post qualification**

- 1.1. The Department will determine to its satisfaction whether the Bidder that is selected as having submitted the highest evaluated responsive bid meets the criteria specified in these documents, and is qualified to perform the contract satisfactorily.
- 1.2. The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the bidder, as well as such other information as the Department deems necessary and appropriate.

- 1.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Department will proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

### **Department's right to vary Quantities at Time of Award**

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

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

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

### **Notification of Award**

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

### **Signing of Contract**

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

### **Termination of Service**

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

### **Unsatisfactory Performance**

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

### **Assignment**

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



home affairs

Department:  
Home Affairs  
**REPUBLIC OF SOUTH AFRICA**

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**TERMS OF REFERENCE**

**DHA04-2023**

**APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE OPERATING MODEL AND REVIEW THE FUNCTIONAL ORGANISATIONAL STRUCTURE FOR THE DEPARTMENT OF HOME AFFAIRS IN LINE WITH THE SERVICE DELIVER MODEL (SDM) AND DHA HYBRID ACCESS MODEL FOR A PERIOD OF TWELVE (12) MONTHS.**

**CLOSING DATE AND TIME OF BID:**

21 April 2023 at 11h00

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

**Date and time: Friday, 31 March 2023 at 10h00.**

**Interested bidders must submit an email requesting the link to the virtual meeting on or before Wednesday, 29 March 2023.**

**BID VALIDITY PERIOD: 90 DAYS**

**Department of Home Affairs  
Supply Chain Management**

## TERMS OF REFERENCE

### OBJECTIVES

1. The objective (aim) of this tender is:
  - To appointment a service provider to develop the operating model and review the functional organisational structure for the Department of Home Affairs in line with the Service Delivery Model (SDM) and DHA Hybrid Access Model for a period of twelve (12) months.

### BACKGROUND

2. The Department of Home Affairs is undergoing a major change to Repositioning itself into a modern, secure, and professional department. With this in mind, the operating model and organisational structure that exists within the department must be redesigned in order to support the repositioning of the department.
3. Furthermore, the department adopted Modernisation programme that seeks to professionalise its staff, integrate, and digitise its systems and transform the way it delivers against its security and service delivery mandates. Following adoption of Modernisation programme, the department conducted geographical accessibility study to determine population coverage and the optimal number and location of offices required to cover the total population. The resultant outcome of the study was the DHA Hybrid Access Model that contains the total number of offices and mobile visiting point with predetermined capacity that is adequate to provide quality and equitable access to DHA services.
4. The above-mentioned programmes and strategies resulted in the revision of the Service Delivery Model which was approved by the Minister of Home Affairs. The Service Delivery Model of the Department of Home Affairs describes the manner in which the department should deliver its products and services and to also support management in determining the most suitable operating model for attainment of the department's constitutional mandate and overall service delivery objective and expectations. Furthermore, the Service Delivery Model provided a foundation for the development of the new organisation model that will respond to Modernisation, repositioning and the DHA Hybrid Access Model.
5. In this view, the Department is embarking on the implementation of the above-mentioned programmes, in particular, the implementation of the Service Delivery Model and DHA Hybrid Access Model which requires the development of the operating model that will inform the organisational structure aligned to the strategy of the department. Previously the Department embarked on the review of its Top Three Tiers (TTT) functional Organisational Structure and post establishment, which was approved and concurred by the MPSA. Where applicable the service provider will be required to review the TTT to ensure proper alignment.

6. The Department of Home Affairs is committed to building a more focused, responsive, resourceful conscious and results oriented organisation. The aimed review of the functional organisational structure will be helpful in this process.
7. In this regard, the department seeks the services of the professional service provider to develop the operating model for the Department that is aligned to the Service Delivery Model and the Hybrid Access Model as well as to review of the functional organisational structure in line with the new operating model.

### **SCOPE AND EXTENT OF THE TENDER**

8. The successful bidder(s) will be expected to execute and conduct the following tasks for / or provide the following services/items to the Department:

The department seeks to appoint a service provider that has extensive background in developing organisational structures and operating model:

The successful service provider will provide the following services:

- a) Develop an operating model in line with the Service Delivery Model and Hybrid Access Model for future fit DHA
- b) Review of the existing Functional Organisational Structure and Post Establishment to align with the new operating model developed in line with the SDM, Hybrid Access Model, SOPs, Modernisation programme and other strategies of the department
- c) Revise the top three tiers organisational structure were applicable
- d) Identify functions that should be core and support and recommendations for centralisation/decentralisation
- e) Map high level current and proposed business processes for core and support services
- f) Conduct work study/scientific exercise to determine the post establishment structure, span of control and segregation of duties
- g) Verify the post establishment requirements as determined in the Service Delivery Model, Hybrid Access Model and Service Delivery access norms and standards for Local Offices
- h) Conduct work study/scientific exercise to determine the organisational structure
- i) Develop Human resource integrated strategy for planning for acquisition and capacitation of offices during the process of acquisition of new and alternative office accommodation
- j) Identify options and make recommendations designed to improve the efficiency and effectiveness of the organisational structure
- k) Determine DHA Human resource budget requirements for repositioned and modernised DHA
- l) Conduct readiness assessment for the establishment of the DHA College, and develop the functional organisational structure and post establishment for the DHA College.

- m) Conduct Workforce Plan Document for DHA including in-depth analysis of each Branch in terms of HR needs. This must be aligned to Departmental Strategic objects, Ministerial priorities and operational needs of the organisation
- n) Develop new job descriptions for newly created jobs, review existing job descriptions and redesigned jobs
- o) Evaluate newly created and redesigned jobs
- p) Match and place the impacted employees
- q) Work closely with DHA staff to provide skills transfer
- r) Provide all reports and recommendations/ implementation plans in writing
- s) Participate in the development of a Service Level Agreement, development of a detailed project plan and to implement the project plan on approval (within 14 days from date of the awarding of the project).

### **SPECIAL CONDITIONS OF CONTRACT**

9. To achieve the above, the successful bidder will be required to meet the following requirements:
- The service provider will be expected to present progress per phase to the Departmental Governance Structures such as MMM, EXCO and DMC.
  - The service provider will have to develop a skill transferal plan for the DHA staff from inception to handover phase.
    - a) DHA will only appoint and enter into a contractual agreement with one entity for the services required, which could be an independent contractor or a company. The appointed entity will be held fully accountable for the delivery against the full terms of the contractual agreement with the DHA. The DHA under no circumstances will avail provision for sub-contracting in the contract. Any additional individuals acquired by the entity must be contracted by the entity. Any individual acquired must be presented in person upon such request by DHA. CVs of such individual should be made available for DHA.
    - b) The DHA reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, should it deem necessary. Should the contract between the DHA and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee quoted by the service provider for the appropriate phase of the project during which the appointment was terminated.
    - c) The person/s proposed for professional work on the work shall remain on the team unless permission is granted by the DHA to change the individual/s. Such permission will only be granted in exceptional circumstances. The service provider must clearly outline the roles and responsibilities of the project members in their proposal who will be dedicated for this project for the contractual period of twelve (12) months.

- d) No material or information derived from the provision of the services under the contract may be used for any purposes except where authorised in writing to do so. Copyright of all documents and electronic aids, software programmes prepared or developed in terms of this appointment shall vest in the government of the Republic of South Africa in its DHA.
- e) The costs of preparing proposals and of negotiating the contract are not reimbursable. The DHA is not bound to accept any of the proposals submitted and reserves the right to negotiate price with the preferred service provider. Service providers may request clarification on this Terms of Reference only during the advertised period. The DHA will not accept any late submissions.
- f) Prospective service providers may not contact the DHA or any other participant on any matter pertaining to their proposal from the time when proposal are submitted to the time the contract is awarded. Any effort by a service provider to influence evaluation, RFQ comparisons or award decisions in any manner, may result in rejection of the quotation concerned.
- g) The service provider may not or shall not attempt to recruit an employee of the Department of Home Affairs for purposes of preparation for submission of proposal or for the duration of the execution of this contract or any part thereof.
- h) The service providers must provide a comprehensive project plan with pricing schedule covering all aspects of operations from inception, implementation, monitoring and evaluation to closure of the project including handing over the report.
- i) The service provider will be remunerated in South African Rands, on a fixed price for the service rendered.
- j) Payment will be made within 30 days of receipt of the approved invoice according to an agreed payment schedule.
- k) Payment will be done per completion of each deliverable as set out in paragraph five below, provided professional-level quality standards have been met. Disputes as to what constitutes a reasonable standard will be referred to an agreed provider of arbitration services.
- l) Disbursements must not exceed 10% of the total amount paid to the service provider and will be paid only if original receipts are provided against a list of expenses that are agreed in advance of the costs being incurred.
- m) The service provider is required to sign a non-disclosure agreement which will be in force after the termination of the Service Level Agreement.
- n) The service provider will be allocated office space at the Hallmark building if required during the duration of the contract, this will exclude all the tools of trade.
- o) Travelling to Provinces/Local Offices, will be required at the company cost which is inclusive of a minimum of 3 Consultants who will assist in carrying out the project. The service provider will be



provided office space at the particular Province/Local Office, if required during the duration of the contract, this will exclude all the tools of trade.

- p) Sampling to be conducted in 3 Provinces including Local Office and Refugee Reception Office (RRO) which is inclusive of the following: Gauteng, Kwa-Zulu Natal, Northern Cape.
- q) The service provider is required to sign a confidentiality agreement upon the appointment of a successful service provider.

### **TENDER DELIVERABLES / OUTPUTS AND TIMEFRAMES**

10. The primary deliverables to be achieved:

- a) Deliverable 1: Review the existing functional organisational structure and post establishment including the review of the top three tiers structure where applicable, diagnose and assess current operating model, conduct readiness assessment for the establishment of the DHA College and provide diagnostic report and readiness assessment report, within 1 month of commencement of the project.
- b) Deliverable 2: Determine organisational requirements, including the mapping of current and proposed high level business process maps for core and support, and provide report, within 1 month of completing deliverable 1.
- c) Deliverable 3: Develop operating model and design a functional organisational structure that clearly defines the core and support functions with recommendations for centralization/decentralization, including the design of DHA College functional organisational structure and post establishment and provide report, within 2 months of completing deliverable 2.
- d) Deliverable 4: Conduct work study/scientific excise to determine the post establishment structure, span of control and segregation of duties; verify the post establishment requirements as determined in the Service Delivery Model, Hybrid Access Model and Service Delivery access norms and standards for Local Offices and determine budget requirement (costing) of the entire organisational structure and provide report, within 1 month of completing deliverable 3.
- e) Deliverable 5: Develop job descriptions for newly created jobs, existing and redesigned jobs, and conduct job evaluation for newly created and redesigned jobs, within 2 months of completing deliverable 4.
- f) Deliverable 6: Develop HR integrated strategy and MTEF Workforce Plan for DHA, within 1 month of completing deliverable 5.
- g) Deliverable 7: Conduct Matching and placing of impacted employees and develop implementation Plan for the entire project, within 1 month of completing deliverable 5 (should be conducted parallel to deliverable 6.
- h) Deliverable 8: Identify options and make recommendations designed to improve the efficiency and effectiveness of the organisational structure and work closely with DHA staff to provide skills transfer
- i) Deliverable 9: Monitoring and Evaluation Plan, within 1 month of completing deliverable 5 (should be conducted parallel to deliverable 6 and 7.

- **Project location(s):**

Based in Pretoria and the Service Provider's Project Manager must be available to provide face-to-face reporting. Travelling to 1 Urban Province (3 Local Office Large, 2 Local Office Medium and 1 Local Office Small, 1 RRO), 1 Rural Province (2 Local Office Large, 2 Local Office Medium and 1 Local Office Small, 1 RRO), 1 Semi Urban/Rural Province (2 Local Office Large, 2 Local Office Medium and 1 Local Office Small), is required.

- **Expected commencement date:**

Immediately after appointment or on agreed date.

- **Project period:**

Twelve (12) months.

## FEE STRUCTURE

11. The Bidder must provide an all-inclusive price including VAT, Travel and Accommodation and must complete the SBD 3.3 form.

## EVALUATION STAGES

12. The following evaluation process will be followed to evaluate the bids received:

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

### **Stage 1A: Initial screening process / compliance with bid requirements**

- Verification of bidder compliance with bid requirements.

### **Stage 1B: Non-compulsory briefing session**

- Non-compulsory virtual briefing session will be held.

### **Stage 2: Pre-qualification criteria**

- Not Applicable

**Stage 3:**

- Compliance with the mandatory requirements. Bidders who fail to meet the mandatory requirements will be disqualified.
- Only bidders who have complied with the following mandatory requirement will be evaluated for functionality.

Mandatory requirement 1	Comply	Do not comply
Bidder must have minimum of 5 years' experience in conducting organisational design studies / work-study or similar work within the public service or any other sector.		
<b>EVIDENCE:</b> Reference letter indicating acceptable/satisfactory level of performance or a signed and completed Annexure A.		

**ANNEXURE A**

RELEVANT EXPERIENCE IN CONDUCTING ORGANISATIONAL DESIGN STUDIES/ WORK-STUDY OR SIMILAR WORK WITHIN THE PUBLIC SECTOR OR ANY OTHER SECTOR	CLIENT	START DATE OF CONTRACT	END DATE OF CONTRACT	CLIENT REFERENCE CONTACT DETAILS	YEARS OF EXPERIENCE
<b>TOTAL YEARS OF EXPERIENCE</b>					

**SIGN:**

**DATE:**

**Stage 4: Functionality requirement evaluation**

- The Technical proposal will be evaluated out of 100 points with a threshold of **60** points.  
Bidders that score less than a minimum of 60 points will be disqualified.  
Bidders must score a minimum of 60 points on functionality to qualify for further evaluation on price and preference points.

Evaluation Criteria				
No.	Category	Evidence	Weight	Score
1.	<b><u>Qualifications</u></b> Relevant qualification in NQF 8 Management Services/ Business Administration/ Management/ Industrial or Organisational Psychology/ Operations Management/ Human Resource Management or Social Sciences for Project head/Team leader. No qualification or no information = 0 Diploma (NQF level 6) = 5 Degree (NQF level 7) = 10 Honours (NQF level 8) = 15 Master's Degree or higher (NQF level 9) = 20	Copy of qualification(s)	20	
2.	<b><u>Relevant experience</u></b> Experience in conducting organisational design studies / work-study or similar work within the public service or any other sector. No information = 0 1 Reference letter = 15 2 Reference letters = 30 3 Reference letters = 45 4 Reference letters = 60	Contactable reference letter(s) indicating acceptable/satisfactory level of performance	60	
3.	<b><u>Project Plan/Methodology</u></b> Detailed Project Plan/Methodology covering the approach on how the scope and extent of work will be done with clear timelines. Poor = 1 - Significantly below requirements Inadequate = 2- Below requirements Good = 3 – Meets requirements Very good = 4 – Above requirements	Project Plan / Methodology	20	

Evaluation Criteria				
No.	Category	Evidence	Weight	Score
	Excellent = 5 – Significantly above requirements			
<b>TOTAL</b>			<b>100</b>	

**Stage 5: Price / Specific goals evaluation**

- Bids will then be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate a 80/20 preference point system is applicable and will be calculated with a rand value up to R50 million (all applicable taxes included).
- A valid SANAS B-BBEE Status Level Verification certificate or a B-BBEE certificate issued by the Companies and Intellectual Property Commission, with the exception of EME's and QSE's who are required to submit sworn affidavit in terms of Code of Good Practice. The sworn affidavit must be signed by the EME representative and attested by a Commissioner of oath.

No.	Components	Points
1.	Price	80
2.	Preferential points: Specific goals	20
	<b>Total</b>	<b>100</b>

Specific goals	20	Evidence
HDI	10	A valid B-BBEE certificate showing at least 51% black ownership
Women	7	A valid B-BBEE certificate showing at least 40% women ownership
Disability	3	A doctor's note confirming disability

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO: DHA04-2023
CLOSING TIME 11:00	CLOSING DATE: 21 APRIL 2023

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION **(ALL APPLICABLE TAXES INCLUDED)	BID PRICE IN RSA CURRENCY	
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.....	R.....
	.....	R.....	R.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	----- days
	.....	R.....	----- days
	.....	R.....	----- days
	.....	R.....	----- days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

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

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

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

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

TOTAL: R.....

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

**\*[DELETE IF NOT APPLICABLE]**

**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 interest<sup>1</sup> 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

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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

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<sup>2</sup> 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.

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**

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

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

- (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 (B-BBEE)	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:

80/20

or

90/10

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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 the and 80/20 preference point system.

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

**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 (80/20 system) (To be completed by the organ of state)	Evidence	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	10	A valid B-BBEE certificate showing at least 51% Black ownership	
Women	7	A valid B-BBEE certificate showing at least 51% Women ownership	
Disability	3	A doctor's note confirming disability	

#### **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:** .....

.....

.....

.....