

**PART A
INVITATION TO BID**

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

BID NUMBER:	DHA06-2022	CLOSING DATE:	03 JUNE 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A PROJECT OFFICER FOR THE MANAGEMENT OF THE PROJECT FOR THE PROCUREMENT OF VISA AND PERMIT APPLICATION CENTRE SERVICES THROUGH A PUBLIC PRIVATE PARTNERSHIP (PPP).				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Home Affairs,					
230 Johannes Ramokhoase Street,					
Cnr. Thabo Sehume and Johannes Ramokhoase Streets					
Hallmark Building, Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Lunga Njwabule		CONTACT PERSON	P Mbhele	
TELEPHONE NUMBER	012 406 4027		TELEPHONE NUMBER	012 406 7068	
E-MAIL ADDRESS	lunga.njwabule@dha.gov.za		E-MAIL ADDRESS	phindiwe.mbhele@dha.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE INTERIM ARRANGEMENTS THAT RELATES TO THE PREFERENTIAL PROCUREMENT AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

I INSTRUCTIONS TO BIDDERS

A THE TENDER DOCUMENTS

Rules for Bidding

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

Conditions of the Tender

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

Cost of Bidding

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

Content of Tender Documents

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

Clarification of Tender Documents

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

DHA06-2022

- **Date and time:** Friday, 20 May 2022 at 10h00.

Bidders must submit an email requesting the link to the virtual meeting **on or before Wednesday, 18 May 2022**.

Amendment of Tender Documents

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

B. PREPARATION OF BIDS

Language of Bid

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

Documents Constituting the Bid

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

- 1. Technical Bid, including:**

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

- 2. Financial Bid, comprising:**

- i. Price Schedule & Professional services (SBD 3.3)
- ii. Preferential points B-BBE certificate

Bid Prices

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

Period of Validity of Bids

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

Format and Signing of Bid

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

Sealing and Marking of Bids

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

Department of Home Affairs
230 Johannes Ramokhoase Street
Pretoria
0001

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

Closing Date of Bids

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

Late Bids

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

Modification and Withdrawal of Bids

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

C. EVALUATION OF BIDS

Clarification of Bids

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

Preliminary Examination

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

Evaluation and Comparison of Bids

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

Contacting the Department

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

D. AWARD OF CONTRACT

Post qualification

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

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

Department's right to vary Quantities at Time of Award

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

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

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

Notification of Award

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

Signing of Contract

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

Termination of Service

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

Unsatisfactory Performance

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

Assignment

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



home affairs

Department:
Home Affairs
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

DHA06-2022

APPOINTMENT OF A PROJECT OFFICER FOR THE MANAGEMENT OF THE PROJECT FOR THE PROCUREMENT OF VISA AND PERMIT APPLICATION CENTRE SERVICES THROUGH A PUBLIC PRIVATE PARTNERSHIP (PPP).

CLOSING DATE AND TIME OF BID:

03 June 2022 at 11h00

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

DHA06-2022

Date and time: Friday, 20 May 2022 at 10h00.

Bidders must submit an email requesting the link to the virtual meeting on or before Wednesday, 18 May 2022.

BID VALIDITY PERIOD: 90 DAYS

**Department of Home Affairs
Supply Chain Management**

TERMS OF REFERENCE

OBJECTIVE

1. To appoint a Project Officer for the management of the project for the procurement of visa and permit application centre services through a Public Private Partnership (PPP) for a period of three years with an option to extend for 2 years.

BACKGROUND

2. The Department of Home Affairs (DHA) intends to undertake a feasibility study in order to explore the possibility of procuring frontline services for visa and permit applications to be received through dedicated customer visa application centres (VAC'S). Provision of the service will be effected through a Public Private Partnership (PPP).
3. In exploring the procurement of such a service through a PPP, the objectives are to ensure that:
 - 3.1 It harnesses the international best practices and innovation from the private sector;
 - 3.2 DHA's capacity challenges in terms of personnel, systems and office infrastructure are mitigated;
 - 3.3 Efficiency and customer satisfaction in terms of visa application value chain is achieved;
 - 3.4 Through a long term PPP contract, the private party manages the administrative aspects of the visa application process through a global automated visa application network system and Visa Application Centres;
 - 3.5 On receipt of visa applications, the private party transfers such applications electronically to the DHA which allows the department to focus on its core decision-making role (adjudication);
 - 3.6 The principles of Black Economic Empowerment are recognized and advanced;
 - 3.7 DHA is divested of some of the risks and responsibilities relating to the administrative processes relating to visa applications and the operating of visa application centres;
4. It is envisaged that, as part of the project, the following will be done:
 - 4.1 Analysis of the nature of VAC's required by the DHA;
 - 4.2 Identification and estimation of life cycle costs to be incurred for such services by region or location.
 - 4.3 Determine the extent of visa application services requirements of each region.
 - 4.4 Recommend regional or locational services aggregation based on a cost/benefit analysis in a PPP environment.
 - 4.5 Provide a comprehensive project plan with resource allocations and critical milestones during the execution of the project.
5. The project process is per the National Treasury Public Private Partnership (PPP) guidelines.
6. In view of the above, a Project Officer is required to manage the project and co-ordinate the work of the Transaction advisor. The purpose of these Terms of Reference is to appoint a Project Officer (PO) who is suitably qualified and has the requisite financial, technical and legal experience to perform the scope of work as described below.

SCOPE OF WORK

7. Under the direct supervision of the Chief Directorate Permits, the Project Officer will carry out the following duties and have the following responsibilities:
- a) Manage the planning and implementation of the PPP project on behalf of the Director-General of Home Affairs, exercising delegated authority;
 - b) Consult with the department at all relevant stages in the project cycle and ensure on-going consultation and buy-in from relevant stakeholders;
 - c) Directly support the Director-General to comply with the requirements of Treasury Regulation 16 to the Public Finance Management Act;
 - d) Follow diligently, the PPP Practice Notes issued by National Treasury in terms of the PFMA;
 - e) Direct and manage the work of the Transaction Advisor at every phase of the project cycle, exercising delegated authority;
 - f) Carry out all functions of the inception, feasibility and procurement phases as delegated;
 - g) Carry out all functions required of the institution to properly submit applications for all Treasury approvals in terms of Treasury Regulation 16 to the PFMA and respond to all queries from the relevant Treasury in respect thereof;
 - h) Diligently manage the project from inception to the signing of the PPP agreement and financial closure, to ensure that the project is affordable to the institution, provides an optimal value for money solution for project to conduct a feasibility study for the procurement of visa and permit application centre services through a Public Private Partnership (PPP), and appropriately allocates risk to the private party;
 - i) Manage all information systems necessary for the proper planning and implementation of the project;
 - j) Manage the PPP, into the term of the PPP agreement, in terms of the PPP agreement management plan, on behalf of the institution, specifically in:
 - i. the development phase; and
 - ii. in the delivery phase, effecting appropriate handover to another contract manager if appropriate.
 - k) Ensure that the PPP agreement is properly enforced in terms of Treasury Regulation 16.7 and in so doing maintain mechanisms and procedures as approved in the PPP agreement management plan for:
 - i. measuring the outputs of the PPP agreement;
 - ii. monitoring and regulating the implementation of, and
 - iii. performance in terms of, the PPP agreement;
 - iv. liaising with the private party;
 - v. resolving disputes and differences with the private party;
 - vi. generally overseeing the day-to-day management of the PPP agreement; and
 - vii. reporting on the PPP agreement in the institution's annual report.
 - o) Ensure that the institutional function is effectively and efficiently performed in the public interest, [and/or that state property is appropriately
 - p) protected];
 - q) Establish and maintain close links to the PPP Unit of the National Treasury in order to ensure proper alignment of policy and best practice;
 - r) Prepare and compile any information as may reasonably be required by the institution from time to time in connection with the PPP project;
 - s) Conform to all statutory obligations and non-statutory external obligations binding upon the institution in respect of the PPP project;
 - t) Comply with all the institution's rules, regulations, policies, practices and procedures laid down from time to time; and
 - u) Remain honest and faithful to the institution in the performance of these duties and responsibilities, acting at all times according to good industry practice and in compliance with the public service code of conduct.

SPECIAL CONDITION OF CONTRACT

8. A service provider may not recruit or shall not attempt to recruit an employee of the Department of Home Affairs for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.
9. If at any time during the performance of the services by an appointed bidder, its agents or subcontractor(s), should encounter conditions impeding specific and/or timely delivery of services as prescribed by this bid or as agreed to

between the Department and the appointed bidder, the said bidder shall promptly notify the Department in writing of the fact, the likely duration and/or its cause(s). As soon as practicable after receipt of the bidder's notice, the Department shall evaluate the situation and may, at its discretion;

- i. extend the appointed bidder's time for performance or opportunity to comply with specifications, with or without the imposition of penalties.
 - ii. terminate the appointment of the said bidder on written notice of fourteen (14) days.
 - iii. the guideline scope of services and tariff of fees issued in terms of Government Gazette number 34510 dated 12/08/2011 of Project and Construction Management Profession will be considered.
10. The service provider will be required to provide a detailed pricing schedule aligned with the project activities/project phases to be undertaken for projects.
 11. The total cost must be VAT inclusive and should be quoted in South African Rands.
 12. The service provider may not participate in both tenders for the Project Officer and Transaction Adviser
 13. The service provider must comply with all the government legislative requirements pertaining to their employee(s).
 14. The service provider should provide subsistence and travel (S&T) rates that are aligned to the National Treasury Instruction Note as follows:
 - i. Hotel accommodation and S&T will be recoverable according to the prevailing National Treasury rates.
 - ii. Air travel must be restricted to economy class.
 - iii. Claims for kilometres may not exceed the rates approved by the Automobile Association of South Africa.

TENDER DELIVERABLES AND TIMEFRAMES FOR SUCCEFUL BIDDER

15. The project officer should ensure that all work required is done according to specifications.
16. Ensure there is consistency in all office as per DHA requirements.
17. There is minimal interruption on service delivery while the contractor and any other service provider are executing the implementation.
18. Where there are subcontractors, the project officer should ensure that there is constant co-ordination between the third (3) party service provider and the contractor.
19. The project officer should ensure that projects are executed within project timelines.
20. The contract will be for a period of thirty six (36) months with an option to extend for twenty-four (24) months.
21. It would be expected of the successful service provider to assume duty immediately upon appointment.

OTHER SPECIFIC CONTENTS OF THE PROPOSAL

22. Experience in work of similar nature (with references)

TERMINATION OF SERVICE

23. 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.

24. 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.

DEPARTMENT'S DISCRETION

25. The Department reserves the right to:
- Accept one or more bids submissions.
 - Accept a bid that may reflect the lowest pricing.
 - Reject all bid submitted.
 - Consider any bid that may not conform to any aspect of this bid.
 - Request further information from any bidder after the closing date.
 - Cancel this bid or any part thereof any time, or
 - Award this bid or any part thereof to any one or more bidders.
 - The Department reserves the right to verify information provided by the Bidder.

UNSATISFACTORY PERFORMANCE

26. 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

27. 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.

FEE STRUCTURE

28. The fee structure is linked to the milestones of the Transaction Advisor services.
 29. The Service provider will be paid according to the project milestones.
 30. If the RFQ process is not required, the service provider will not be paid for it and will only be paid for the RFP process.
 31. The service provider must provide a VAT inclusive price
 32. The Service Provider is to provide the following in the bid:

FEE STRUCTURE						
Procurement Stage	Hourly Rate (Rands)	Escalation Rate/ annum (%)	Year 1 (Rands)	Year 2 (Rands)	Year 3 (Rands)	TOTAL (Rands)
Request for Qualification (RFQ)						
Request for Proposal (RFP)						
SUB-TOTAL						

FEE STRUCTURE						
Milestones/ Deliverables	Hourly Rate (Rands)	Escalation Rate/ annum (%)	Year 1 (Rands)	Year 2 (Rands)	Year 3 (Rands)	TOTAL (Rands)
Feasibility stage						
Procurement Stage (RFQ and RFP Sub-Total)						
Total (indicate on SBD 3.3)						

- Hotel accommodation and S&T will be recoverable according to the prevailing National Treasury rates.
- Air travel must be restricted to economy class.
- Claims for kilometres may not exceed the rates approved by the Automobile Association of South Africa.

EVALUATION CRITERIA

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 service provider's compliance with bid requirements/ initial screening process.

Stage 1B: Non-compulsory briefing session

Non-compulsory virtual briefing session.

Stage 2: Not applicable

Stage 3: Mandatory requirements

33. The Service provider(s) must indicate their compliance with the following mandatory requirements as required by the DHA. Bidders who fail to meet the mandatory requirements will be disqualified.
34. Only bidders who have complied with mandatory requirements will be evaluated for functionality.

Mandatory requirement		Comply	Do not comply
PROFESSIONAL PERSON	RELEVANT PROFESSIONAL BODY		
Project Officer	Valid registration with at least one of the following professional bodies: • Project Management Institute • Project Management South Africa		
EVIDENCE: Bidders must submit the relevant valid certificate for the Project Officer			

Stage 4: Functionality requirement evaluation

35. Bidders must score a minimum score of 70 points on functionality to qualify for further evaluation on price and preference points.

Technical Proposal		
Evaluation Criteria	Evidence and Weight	Max Points
1. Qualifications of proposed Project Officer Project Officer must possess relevant qualification(s) (The Department reserves the rights to verify the qualification(s) with SAQA)	Certified copies of certificates must be submitted: - No information = 0 - National Diploma - NQF level 6 = 5 - Degree - NQF level 7 = 10 - Honours - NQF level 8 = 15 - Masters – NQF level 9 = 20	20
2. Relevant Experience in project management or similar work (the resource or company or both)	Bidders must provide contactable reference letters that indicates acceptable level of performance (on client's letterhead) - No contactable reference letter=0 - At least 1 contactable reference letter = 10 Points - At least 2 contactable reference letters = 20 Points - At least 3 contactable reference letters = 30 Points - At least 4 contactable reference letters = 40 Points	40
3 Relevant Experience (number of years of experience) in Project Management of similar work (the resource or company or both) (The Department reserve the rights to contact the references any misrepresentation will be addressed in line with the SCM Rules)	Bidders must provide a list of contactable references for each project, indicating the client duration and period - Less than 5 years = 0 5 years = 5 Points 7 years = 10 Points 9 years = 15 Points 11 years = 20 Points	20

4.	Relevant experience in PPP projects (the resource or company or both)	Bidders must provide contactable reference letters that indicates acceptable level of performance (on client's letterhead) • No contactable reference letter =0 • At least 1 contactable reference letter = 5 Points • At least 2 contactable reference letters = 10 Points • At least 3 contactable reference letters = 15 Points • At least 4 contactable reference letters = 20 Points	20
Total technical points			100
Minimum threshold for technical proposal		70	

Stage 5: Price / B-BBEE evaluation

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

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

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO: DHA06-2022

CLOSING TIME 11:00

CLOSING DATE: 03 June 2022

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
------------	--	---------------------------

- The accompanying information must be used for the formulation of proposals.
- 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.....
- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
- | PERSON AND POSITION | HOURLY RATE | DAILY RATE |
|---------------------|-------------|------------|
| | R..... | R..... |
| | R..... | R..... |
| | R..... | R..... |
| | R..... | R..... |
- | 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 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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE,

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- ### 3. POINTS AWARDED FOR PRICE

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

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

P_{min} = Price of lowest acceptable bid

4.1 Preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with

the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

8.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....