SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HOME AFFAIRS					
BID NUMBER:	**DHA07-2021**	CLOSING DATE:	**18 JUNE 2021**	CLOSING TIME:	**11:00**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO ESTABLISH THE REPOSITIONING PROGRAMME MANAGEMENT OFFICE (PMO) AND PROVIDE PROJECT MANAGEMENT SERVICES FOR THE DEPARTMENT OF HOME AFFAIRS (DHA) FOR A PERIOD OF THIRTY-SIX (36) MONTHS**				

BID RESPONSE DOCUMENTS MAY 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	**Nico Masango/Lunga Njwabule**	CONTACT PERSON	**Siya Mbanzi / Sihle Mthiyane**
TELEPHONE NUMBER	**(012) 406 2789/012 406 4027**	TELEPHONE NUMBER	**(012) 402 4908 / 012 406 4353**
E-MAIL ADDRESS	Nico.masango@dha.gov.za Lunga.njwabule@dha.gov.za	E-MAIL ADDRESS	siyanda.mbanzi@dha.gov.za / sihle.mthiyane@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

<table>
<tr><td colspan="4">[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]</td></tr>
<tr><td>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</td><td>☐Yes ☐No

[IF YES ENCLOSE PROOF]</td><td>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</td><td>☐Yes ☐No

[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</td></tr>
<tr><td colspan="4">QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</td></tr>
<tr><td colspan="4">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.</td></tr>
</table>

PART B
TERMS AND CONDITIONS FOR BIDDING

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

DHA07-2021

- **Date and time:** 04 June 2021 from at 10h00.

1.24. **Interested bidders must submit an email requesting the link to the virtual meeting on or before Wednesday, 02 June 2021.**

Amendment of Tender Documents

1.25. 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.

1.26. 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.

1.27. 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:

- **Technical Bid, including:**
  i. Invitation to Bid (SBD 1)
  ii. Original Tax Clearance Certificate
  iii. Declaration of Interests(SBD4)
  iv. Preferential Points Claim Forms (SBD 6.1)
  v. Declaration of past Supply Chain Management practices (SBD8)
  vi. Certificate of independent bid determination (SBD9)
  vii. General Conditions of contract
  viii. Completed Technical Specification Document
- **Financial Bid, comprising:**
  i. Price Schedule – Professional services (SBD 3.3)

Bid Prices

1.3. Prices indicated on the Price Schedule shall be the total price of services including, where applicable:

- All duties and other taxes;
- The price of transportation, insurance and other costs incidental to delivery of the services to their final destination;
- 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 two copies of the Technical Bid and Financial Bid separately, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern. **Apart from hard copies, a copy should also be provided on CD.**

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
Private Bag X114
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 clause1.13 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:

- Accept or reject all or individual items of this bid;
- Accept one or more bids submissions reject individual items;

- Request clarification or further information regarding any item in the Proposal;
- Request further information from any bidder after the closing date;
- Accept a bid that may not reflect the lowest pricing;
- Consider any bid that may not conform to any aspect of this bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Consider such alternate services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise;
- 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

DHA07-2021

APPOINTMENT OF A SERVICE PROVIDER TO ESTABLISH THE REPOSITIONING PROGRAMME MANAGEMENT OFFICE (PMO) AND PROVIDE PROJECT MANAGEMENT SERVICES FOR THE DEPARTMENT OF HOME AFFAIRS (DHA) FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CLOSING DATE AND TIME OF BID:

30 October 2020 at 11h00

Non-compulsory virtual (Microsoft Teams) briefing session that will be held on

Date and time: 04 June 2021 at 10h00.

Interested bidders must submit an email requesting the link to the virtual meeting on or before Wednesday, 02 June 2021.

BID VALIDITY PERIOD: 90 DAYS

Department of Home Affairs
Supply Chain Management

TERMS OF REFERENCE

OBJECTIVE

1. To invite bids from suitable service providers for the establishment of the repositioning programme management office and provision of related project management services for a period of thirty-six (36) months.

2. The responsibilities of the Repositioning PMO will, *inter alia,* include the following:

- Establishment of a permanent PMO in line with the strategic objectives of the Department of Home Affairs (DHA);
- Identification and prioritisation of programmes and projects that support the implementation of the repositioning programme;
- Provision of project delivery management services to projects that are either directly or indirectly administered by the PMO;
- Ensuring accountability by producing projects performance reports for the attention of the Executive management of the DHA;
- Institutionalisation of a best practice project management methodology with standardised frameworks, policies, processes and procedures;
- Capacitation of the PMO to perform operational and strategic functions;
- Management of service providers that are appointed to deliver projects that support the implementation of the repositioning programme; and
- Transfer of PMO, programme and project management skills to the DHA.

BACKGROUND

3. Since 2016 the DHA has embarked on a repositioning programme which seeks to reposition the department as a modern, secure, and efficient department located within the security system of the State so that it can protect its people, data and systems. In March 2017 Cabinet approved the Business Case for repositioning the DHA and subsequently a White Paper on Home Affairs was developed and approved by Cabinet in December 2019. The full mandate of the DHA, grounded on the Constitution, is to manage its functions to empower citizens; enable inclusivity and economic development; be the backbone of a capable State by harnessing technology; and support national security within its mandate.

4. The DHA's mandate, as set out in the Home Affairs White Paper, is to have sole authority in the following functions of the State:

- Mandate 1: Management of citizenship and civil registration
- Mandate 2: Management of international migration

- Mandate 3: Management of refugee protection

5. The Department has adopted a phased-implementation plan for the repositioning programme; that is:

- Three-year horizon (April 2019 – March 2022): The focus is on putting in place key elements of the new DHA model and continuation of the modernisation programme.
- Five-year horizon (by March 2025): All core elements of the new model are fully functional, including basic administrative and core business systems, and required security standards are maintained. The NIS is generating substantial revenue through large-scale verification of identity.
- Ten-year horizon (by March 2029): The envisioned end-state is achieved with the legacy model fully replaced, world-class standards maintained and funding assured.

6. The Repositioning Programme consists of six priority areas which will guide the prioritisation of programmes and projects that support the implementation of the Repositioning Programme. The six priority areas of the repositioning programme are as follows:

- Policy and Legislation
- Service Delivery, Operating and Organisational Models
- Modernisation Programme
- Capable and Developmental Department
- Revenue Generation
- Service Delivery Channels and Purpose-Built Office Infrastructure

7. In order to successfully implement the repositioning programme a need for a PMO has been identified. The repositioning PMO will be established to ensure sound programme and project planning, governance, monitoring and coordination.

8. In 2019 the DHA undertook an Organisational Project Management Capacity Assessment (OPMCA) in order to establish the department's project management capacity. The results of the assessment demonstrate that there are low levels of project monitoring and evaluation capacity, tools, systems and repository database. There is also low internal organisational project management capacity attributed to SILO or fragmented environment and less strategic focus on projects. The character of the DHA project portfolio shows high levels of project complexity, which further complicates any possibility to create an overall organisational capacity and allow strategic oversight (M&E). DHA through the PMO can successfully implement the projects earmarked under the repositioning programme by providing an enabling environment for the department to deliver its constitutional mandate.

9. The Department has developed a project portfolio consisting of projects at different stages, with some currently active while others still at identification stage and some still at design stage. The deep dive assessment of existing, planned and envisaged projects in the project portfolio of the department, fits the category of large and complex projects running concurrently which requires a highly sophisticated project management design, planning, programming, monitoring and evaluation processes. The department requires a strategic organisational solution to address the current internal project management situation. That is, to establish a one-stop-shop internal engine (PMO) to conceptualise, design, plan, implement and evaluate strategic programmes and projects.

SCOPE AND EXTENT OF THE TENDER

10. The DHA will only appoint and enter into a contractual agreement with one service provider for the services required. The appointed entity will be held fully accountable for the delivery against the full terms of the contractual agreement with the DHA.

PROGRAMME MANAGEMENT OFFICE (PMO)

The scope of work for the service provider in respect of the PMO will involve the following:

a) **Situational Analysis:** The analysis will define the DHA's strengths and weaknesses on programme and project management and make recommendations that must be taken to strengthen the department's capacity for managing programmes and projects.

b) Development of PMO structure with roles and responsibilities, objectives, functions and measures of success for the PMO.

c) **Development of PMO methodology with standardised frameworks, policy, processes and procedures:** The DHA PMO goals, missions and visions should be aligned with the greater DHA strategic objectives. The project management methodology, most suited for the kind of projects to be carried out by the PMO, will be developed, in a tailored and customised way that addresses the needs and practices of the DHA. The processes should be documented in a way that can be readily understood and easily applied by the intended users. A series of orientation sessions will need to be arranged for the personnel to get hands-on practices on how to use the developed methodology, processes, and templates.

d) **Provide Programme/Project Management Resources and services:** Project Management personnel with relevant programme and project management experience and skills are needed to perform the functions of the DHA PMO and provide project management services for the period of 36 months.

e) **Skills Development:** The DHA will assign personnel from the department to the PMO with the purpose of developing their skills and proficiency in managing the PMO. The service provider will be required for the management of this personnel so that they become proficient in the management of the PMO, programmes and projects. The service provider will also be required to provide the department with progress report on the skilling of the personnel. The service provider will be required to develop a skills transfer plan at the inception of the project. Appropriate training and orientation have to be prepared. It is important that training be conducted based on the selected project management framework/methodology that will be adopted in the PMO so that the personnel will be able to understand and apply the methodology, processes, templates that will be developed for the PMO operation.

f) **Organisational Change Management:** The establishment of a new PMO in an organisation that didn't use to have one represents organisational culture change. The DHA may be faced with resistance from people who will be directly affected by this change. To overcome this resistance and to ease such change, the stakeholders will be involved.

g) **Business Process Re-engineering (BPR) process:** Central to the repositioning of the DHA is the redesigning and modernisation of the business processes in order to better support implementation of the department's mandate.

h) **Project management system:** The service provider will be expected to make use of the Project Management System that is compatible to the DHA ICT infrastructure and other systems related to the project. ~~The service provider will be required to hand-over the source code of the system to the DHA.~~

PROJECT GOVERNANCE

a) Review existing project documentation;
b) Monitor programme governance in line with approved project methodology;
c) Measure governance performance per project event calendar;
d) Facilitate external parties' attendance to governance events as required;
e) Secretariat role in project governance which includes meeting scheduling and record keeping; as well as distribution of meeting packs.

PROJECT OPERATIONAL MEETINGS

a) Schedule weekly operational project meetings;
b) Schedule monthly Steering Committee meetings;
c) Collate reports from all participating business and functional managers; and
d) Record and distribute all meeting minutes.

PROJECT CONTRACT MANAGEMENT

a) Maintain contract database and copies of all contracts;
b) Facilitate contract development with legal services and expert service providers; and
c) Perform contract roles and responsibility matrix ensuring that contractual obligations are fulfilled.

PROJECT PLANNING

a) Facilitation and consolidation of project plans;
b) Keep plans up-to-date and communicate with all project managers regarding delivery according to plans; and
c) Monitor and advise on deviation from plans.

PROJECT ADMINISTRATION

a) Project knowledge retention and transfer;
b) Administrate time keeping; and
c) Project document management system implementation and maintenance. The project document management system must be an open source and must be available to the department.

PROJECT RISK AND QUALITY

a) Facilitate quality assurance and milestone facilitation;
b) Coordinate risk management and evaluation of risk mitigation within the programme;
c) Facilitate assurance, audit, assessment, evaluation project events;
d) Facilitate lessons learnt; and
e) Facilitate or support customer satisfaction.

PROJECT PERFORMANCE MANAGEMENT, MONITORING AND REPORTING

a) Provide input into the quarterly and annual performance reports;
b) Maintain the project operational plan;
c) Prepare monthly, quarterly and annual performance reports;
d) Facilitate and consolidate project monitoring and reporting;
e) Monitor that project methodology is being followed;
f) Contract management and performance monitoring; and
g) Perform comprehensive data and trend analysis of hours, costs, resource allocation for historical and forecasting purposes.

PROJECT FINANCIALS

a) Manage and report project and programme expenditure.
b) Manage all service providers appointed for specific project deliverables.

BID REQUIREMENTS

11. To achieve the above the successful bidder will be required to meet the following requirements:

    a) Preference will be given to South African companies and citizens due to the security nature of work that the PMO will be responsible for. The successful service provider will be required to meet minimum security clearance standards in line with the Minimum Information Security Standard (MISS).
    b) Proof of registration with applicable professional bodies.
    c) The successful service provider must be able to provide the following expertise:

- PMO Management
- Portfolio Management and Governance
- Programme/Project Delivery Management
- Standards, Methodologies and Processes
- Skills development on Programme and Project Management
- Business Process re-engineering
- Change management

d) The appointed service provider shall report to the DHA PMO Supervisor, the DDG: Institutional Planning & Support, who will oversee the functioning of the Repositioning PMO.

e) The appointed service provider must complete the project within thirty-six (36) months from the date of signing the contract.

f) The successful service provider is expected to sign and comply with confidentiality requirements. Any deviation from the said requirements or any non-compliance may disqualify the service provider from the award of any contract under the auspices of the DHA. Copyright of all documentation relating to the PMO belongs to DHA. The service provider may not disclose any information, documentation to other clients without the written approval by DHA. Therefore, the successful service provider may not publish the PMO work.

g) If at any time during the performance of the services by the appointed service provider, encounter conditions impeding on the specific or timely delivery of services as prescribed by this bid or as agreed between the DHA and the appointed service provider, the said service provider shall notify the department in writing of the fact, the likely duration and/or its causes. As soon as the receipt of the service provider's notice, the department shall evaluate the situation and may, at its discretion:

- Extend the service provider's time for performance or opportunity to comply with specifications, with or without the imposition of the penalties;
- Terminate the contract of the appointed service provider on written notice of fourteen (14) days; and
- The guideline scope of services and tariffs of fees issued in terms of the government gazette No. 34510 of project management profession will be ~~applied~~considered.

h) The DHA reserves the right to call for interviews with short-listed bidders before final selection.

i) The DHA reserves the right to negotiate price with the preferred bidder.

j) The service provider will be liable for any form of negligence, noncompliance and changes the scope of the contract.

k) The DHA reserve its right to terminate the contract of the service provider in case of unsatisfactory performance.

l) Bidders must submit evidence of experience and institutional capability to conduct work of this magnitude.

Tender Deliverables / Outputs and Timeframes

12. The primary deliverables to be achieved are as follows:

Portfolio Management and Governance

Key Deliverables:

- **Establishment of the permanent PMO** in line with the strategic objectives of the Department.
- **Strategic Alignment report:** The PMO will ensure that the repositioning programme and its projects contribute to the achievement of the departmental strategic objectives/outcomes.
- **Portfolio Management Prioritisation criteria:** PMO will establish quantified criteria for the selection, prioritisation and evaluation of projects that support the implementation of the repositioning programme.
- **Portfolio Performance Report:** All projects, which the PMO will account for, will be regularly monitored and measured for performance using Earned Value (EV) or some other performance calculation methods.
- **Governance Processes and Structures:** The PMO will establish clear governance processes and structures for the selection, approval and reporting of its projects.

Programme/Project Delivery Management

Key Deliverables:

- **Project Integration Management methodology:** The PMO must ensure Scope/Schedule/Cost Management for all projects that it will directly or indirectly manage.
- **Schedule of key Resource:** The PMO will be held accountable for all resources allocated to it to perform its responsibilities. Therefore, a clear Work Breakdown Structure and resource allocation plan must be put in place.
- **Risk Management register and report:** The PMO will develop a risk register with mitigation strategies for its projects.
- Communication Management strategy and report: The PMO will be required to keep DHA management and project owners and other relevant stakeholders informed on its projects.

Standards, Methodologies and Processes

Key Deliverables

- **Project Management Methods and Practices:**

- Set the DHA Project Management methodology and standards.
- Be the in-house advocate for good Project Management practices within DHA.
- Select Project Management tools for organization-wide use.
- Serve as the official source of project templates and other project support tools, systems and software.
- Establish project repository that provides easy to use project data and project information bank of previous successful and failed projects implemented by the department

Skills development on Programme and Project Management

Key Deliverables

- **Skills development plan (skills transferal to DHA employees):** The service provider will be required to develop a skills transfer plan at the inception of the project. The service provider will be required to manage the development of the personnel that will be assigned to it by the department so that they become proficient in the management of the PMO, programmes and projects.
- **Training programme:** It is important that training be conducted based on the selected project management framework/methodology that will be adopted in the PMO so that the personnel will be able to understand and apply the methodology, processes, templates that will be developed for the PMO operation. The PMO will assist project teams in all phases of their projects from project initiation to closeout. It will also train department Project Managers in a full range of Project Management knowledge areas.
- **Training Progress report on quarterly basis:** The service provider will be required to provide the department with quarterly progress reports on the skilling of the personnel

Change management

Key Deliverable: Change management strategy for all repositioning projects

Re-engineered business processes

Key Deliverable: redesigned and automated business processes

Logistics and Timing

13. **Project location(s):**

    The service provider will execute the PMO functions in the DHA Head Office 230 Johannes Ramokhoase Street, Pretoria, Gauteng

Bid proposal

14. The Service Provider is to provide and complete the bid proposal using the following headings:

- Introduction
- Understanding of the TOR
- Methodology and approach
- Capacity to deliver by the date specified (with reference to attached evidence)
- Timeframes/Project Plan/Budget breakdown/Total bid price (all inclusive).
- Quantum and cost of resources and services provided (as per fee structure on paragraph 15 below)
- Company profile (highlighting relevant past experience)
- Indication of capacity and ability to perform the project;

- List of similar projects undertaken by the service provider in the past (including the list of references and their contact details); and
- List of project team and their experiences;

Fee structure

15. The service provider will be required to provide a cost breakdown structure in line with the below fee structure guideline:

FEE STRUCTURE						
Professional Resource	**Hourly Rate (Rands)**	**Escalation Rate/ annum (%)**	**Year 1 (Rands)**	**Year 2 (Rands)**	**Year 3 (Rands)**	**TOTAL (Rands)**
Project Management: Project Portfolio Manager						
Project Manager: Project Delivery Management						
Project Manager: Methodology and Processes						
Business Process Re-engineering Specialist						
Change Management Specialist						
Project Management Plan implementation costs (activities, deliverables and resources)						
VAT (15%)						
Total						

Briefing (pre-bid) session

16. A non-compulsory virtual briefing session will be convened by DHA

Note:

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

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

The CSD report must be attached to the bid document.

EVALUATION STAGES

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

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

17.1 **Stage 1A:**

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

17.2 **Stage 1B:**

- Non-compulsory briefing session.

17.3 **Stage 1C**:

- Service provider(s) must indicate their compliance with the following pre-qualification requirements in terms of Regulation 4 of the Preferential Procurement Regulations 2017 and provide proof.
  Failure to submit proof requested will invalidate the bid.
  Only the following tenderers may respond to this request:

- Compliance with pre-qualification requirements. Bidders who fail to meet the pre-qualification requirements will be disqualified.

- Service providers who meet the pre-qualification criteria will be evaluated further in terms of the evaluation criteria stipulated in this tender including technical specifications, functionality and preference point system in terms of regulations 6 and 7 of the Preferential Procurement Regulation, 2017.

Pre-qualification criteria 1	Comply	Do not comply
Bidders must have a minimum of B-BBEE level 3 or better, that is, level 1 to 3 status level contributor		
EVIDENCE: Bidders must submit a copy of SANAS B-BBEE certificate or a B-BBEE certificate issued by the Companies and intellectual Property Commission or a Sworn affidavit signed by the representative and attested by a Commissioner of Oath		

.

17.4 **Stage 2:**

- 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.
- Only bidders who have complied with mandatory requirements will be evaluated for functionality.
- Names of the project team must be provided and be assigned to portfolios as per the bid specifications.

Technical Mandatory requirements		Comply	Do not comply
Professional person	**Relevant professional body**		
Project Management: Project Portfolio Manager	Valid registration with at least one of the following professional bodies: • Project Management Institute • Project Management South Africa		
Project Manager: Project Delivery Manager	Valid registration with at least one of the following professional bodies: • Project Management Institute • Project Management South Africa		
Project Manager: Methodology and processes	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 certificates for each professional person			

17.5 **Stage 3:**

- The Technical proposal will be evaluated out of 100 points with a threshold of 70 points. Bidders that score less than a minimum of 60 points for technical evaluation will be disqualified. Bidders must score a minimum of 70 points on functionality to qualify for further evaluation on price and preference points.
- Each panel member will rate each individual criterion on the score sheet using the criteria measure:

Evaluation Criteria	Guidelines for criteria application	Evidence	Total points
PMO Programme and Project Management Approach	Bidders must provide a comprehensive project plan that covers an approach in terms of PMO establishment, programme, and project delivery, change management, project governance and control framework. • Poor = 1 • Average = 2 • Good = 3 • very good = 4 • excellent = 5	**Project Plan** (The Project plan must demonstrate understanding of the project requirements, knowledge, clear timeframes, and programme resource complement)	**20**
Skills development plan	Bidders must include a Skills development plan that is comprehensive and fully responsive to the needs of the DHA • Poor = 1 • Average = 2 • Good = 3 • very good = 4 • excellent = 5	**Skills Development Plan**	**10**
Company Experience in Projects of similar nature (Establishment of PMO and provision of project management services or similar work)	Experience of the service provider in establishing PMOs and providing project management services or similar work: **Relevant Experience** • 1-3 years' experience = **5 Points** • 4-5 years' experience = **10 Points** • 6-10 years' experience = **15 Points**	Bidders must provide contactable reference letters (on client's letterhead) on similar work done. Or Complete, sign and date the Declaration confirming the relevant experience (**Annexure A**)	**15**

Evaluation Criteria	Guidelines for criteria application	Evidence	Total points
Experience in Projects of similar nature (Establishment of PMO and provision of project management services.	Experience of the service provider in establishing PMOs and providing project management services or similar work: • At least 1 contactable reference letter = **5 Points** • At least 2 contactable reference letters = **10 Points** • At least 3 contactable reference letters = **15 Points**	Bidders must provide contactable reference letters that indicates acceptable level of performance (on client's letterhead) on similar work done.	**15**
Capacity of Project Portfolio Manager	**Qualifications and experience (2-page CV) of Project Portfolio Manager:** • 10 years' (and more) relevant experience with a NQF 8 relevant Qualification: **20 Points.** • 7-9 years' relevant experience with a NQF 8 relevant Qualification: **15 Points.** • 4-6 years' experience relevant with a NQF 8 relevant Qualification: **10 Points** • 1-3 years' relevant experience with a NQF 8 relevant Qualification: **5 Points** • Not experience and qualification: **0**	Attach Project Portfolio Manager qualifications and CV's as per requirements	**20**
Capacity of Project Team	**Qualifications and experience (2-page CV) of Project Team.** Project Manager: Project Delivery Manager: • 5 years' (and more) relevant experience with a NQF 7 relevant qualification: **5 Points**	Attach Project Team qualifications and CV's as per requirements	**20**

	• 4 years' relevant experience with a NQF 7 relevant qualification: **4 Points** • 3 years' relevant experience with a NQF 7 relevant qualification: **3 Points** • 2 years' relevant experience with a NQF 7 relevant qualification: **2 Points** • 1-year relevant experience with a NQF 7 relevant qualification: **1 Point** • Not experience and qualification: **0** Project Manager: Methodology and processes - relevant experience and NFQ 7 relevant qualification: • 5 years' relevant experience with a NQF 7 relevant qualification: **5 Points** • 4 years' relevant experience with a NQF 7 relevant qualification: **4 Points** • 3 years' relevant experience with a NQF 7 relevant qualification: **3 Points** • 2 years' relevant experience with a NQF 7 relevant qualification: **2 Points** • 1-year relevant experience with a NQF 7 relevant qualification: **1 Point** • Not experience and qualification: **0** Business Process Re-Engineering Specialist - relevant experience and NFQ 7 relevant qualification: • 5 years' relevant experience with a NQF 7 Relevant qualification: **5 Points** • 4 years' relevant experience		

	with a NQF 7 relevant qualification: **4 Points** • 3 years' relevant experience with a NQF 7 relevant qualification: **3 Points** • 2 years' relevant experience with a NQF 7 relevant qualification: **2 Points** • 1-year relevant experience with a NQF 7 relevant qualification: **1 Point** • Not experience and qualification: **0** Change Management Specialist **-** relevant experience and NFQ 7 relevant Qualification: • 5 years' relevant experience with a NQF 7 relevant qualification: **5 Points** • 4 years' relevant experience with a NQF 7 relevant qualification: **4 Points** • 3 years' relevant experience with a NQF 7 relevant qualification: **3 Points** • 2 years' relevant experience with a NQF 7 relevant qualification: **2 Points** • 1-year relevant experience with a NQF 7 relevant qualification: **1 Point** • Not experience and qualification: **0**		
TOTAL POINTS ON FUNCTIONALITY			**100**
MINIMUM FUNCTIONALITY			**70**

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

- Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated above. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

17.6 **Site Visit:** Not applicable

17.7 **Stage 5: Price / B-BBEE 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 2017, 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).
- Where B-BBEE points are claimed, 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.
- The points for this bid are allocated as follows:

No.	Components	Points
1.	**Price**	80
2.	**Preferential points:** B-BBEE	20
	Total	**100**

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: …………………………………………………………………………	**BID NO: DHA07-2021**
CLOSING TIME 13~~1~~:00	**CLOSING DATE: 18 June 2021**

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

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**]

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
   - the bidder is employed by the state; and/or
   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: ………………………………………………………….

2.2 Identity Number: ………………………………………………………………………………………………

2.3 Position occupied in the Company (director, trustee, shareholder[2]): ……………………………………..

2.4 Company Registration Number: …………………………………………………………………..…….

2.5 Tax Reference Number:…………………………………………………………………………….……

2.6 VAT Registration Number: ………………………………………………………………………....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) National Assembly or the National Council of Provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……....………………………………

Name of state institution at which you or the person connected to the bidder is employed : ………………………………………

Position occupied in the state institution: ………………………………………

Any other particulars:
………………………………………………………………

………………………………………………………………
………………………………………………………………

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

<u>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.</u>

2.7.2.2 If no, furnish reasons for non-submission of such proof:
……………………………………………………………………
……………………………………………………………………
……………………………………………………………………

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
……………………………………………………………………..
……………………………………………………………………..
……………………………………………………………………...

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
…………………………………………………………………...
…………………………………………………………………….
………………………………………………………………

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars**.**
………………………………………………………………
………………………………………………………………
………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:
…………………………………………………………………………….
…………………………………………………………………………….
…………………………………………………………………………….

2. Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

3. DECLARATION

I, THE UNDERSIGNED (NAME)………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………….. ..……………………………………………
Signature Date

…………………………………. ………………………………………………
Position Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

---

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;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, 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 in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 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 ………………………………….. ………………………………….. …………………………………..

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Item	Item	Item
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

……………………………………………………	…………………………………
Signature	Date
…………………………………………………….	…………………………………
Position	Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:
____
(Bid Number and Description)

in response to the invitation for the bid made by:
____
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:____that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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] 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.

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

………………………………………………… …………………………………
Signature Date

…………………………………………………. …………………………………
Position Name of Bidder