



SCM /Tender Ref #:	DPME 14-2018/19
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Request for proposals for:	Appointment of service providers to provide technical support for the 25-year review.
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Bids received after the closing date and time will not be accepted. There will be no compulsory briefing session.

Bidders must provide one brief proposal per chapter bidding for.

Only 1 (one) original price proposal (Annexure A – indicating all chapters bidding for) and SBDs are required (regardless of the number of Chapters bidding for).

Bids closing date	Estimated project start date:	Expected project duration (Months)
23 November 2018 at 12:00	30 November 2018	4 months

1. BID INFORMATION

Information and guidelines on the format and delivery of bids are contained in the attached bid documents. Please take note of the closing date and date of compulsory briefing session (if any). **PLEASE NOTE THE SHORTENED BID PERIOD (14 CALENDAR DAYS).**

2. PROPOSAL FORMAT

A BRIEF proposal in response to this ToR must be submitted. The proposal must contain all the information required to evaluate the bid against the requirements stipulated in this terms of reference. The following must be attached to the proposal as annexures:

- **Annexure A** (indicating the chapters bidding for and the bid price per chapter)
- CV's of bidder or proposed team member(s)
- Details of at least 3 contactable references.
- The published terms of reference (including Annexures).
- All SBDs/forms/certificates required (see bid documents).

3. CONDITIONS OF BID

Detailed conditions applicable to all bids are contained in the bid documents accompanying this Terms of Reference. Only suppliers that meet all the requirements stipulated in the terms of reference and bid documents will be considered.

No late bids will be accepted. Bids must be valid for a minimum period of 120 days after the closing date.

ENQUIRIES	
SCM documents / procedures: Mr Marthinus Prinsloo Tel: 012 312 0417 e-mail: Marthinus.Prinsloo@dpme.gov.za	Technical / specifications: Mr Prinsloo will direct to appropriate DPME Chapter coordinator

1. BACKGROUND

1.1. A detailed overview of the purpose and objectives of the 25-year review as well as the general requirements of this assignment are attached to this request (Annexure B).

1.2. Each chapter of the 25-year review will be approximately 25 to 50 pages in length.

2. BIDDING PER CHAPTER

Bidders must clearly indicate the Chapter for which the bid is submitted as well as the costing per Chapter (Annexure A). The brief proposal should contain a separate section for each Chapter (if bidding for more than one Chapter).

When bidding for more than one Chapter, the brief proposal should clearly indicate the individual or individuals that will be assigned to the Chapter (Annexure A). CVs of all persons mentioned in the brief proposal must be attached.

Bids will be awarded per Chapter.

- The Department reserves the right not to appoint any service provider for a particular chapter, should external professional services no longer be required for that particular chapter, or should the Department decide on a different approach to finalising the particular chapter.
- The Department may appoint one or more service providers per chapter on a reduced scope (and cost) basis, should the Department require external professional services for only part of the deliverables for that particular chapter, or should the Department deem it appropriate to appoint more than one service provider per chapter.

3. EXPERIENCE / SKILLS / QUALIFICATIONS

3.1. Qualifications

The lead person being proposed for each Chapter must have at least an appropriate (relevant to the Chapter content) Masters degree as recognised by SAQA. A doctorate will be an added advantage. DPME reserves the right to verify all qualifications through the South African Qualifications Authority and to verify experience indicated on CVs with third parties.

3.2. Experience

Bidders will demonstrate extensive relevant (to the chapter) experience through the number, types and geographical spread of projects/assignments undertaken as well as through previously published work.

The lead person being proposed for each chapter must have at least 10 years' research and policy development and/or implementation experience in the relevant field (topic of the chapter).

3.3. Confirmation of availability and costing

The lead person proposed for each Chapter must be available during the period 30 November 2018 to 14 December 2018 and from 7 January 2019 until 31 March 2019. See Annexure B for specific activities and outputs required.

Costing and availability must be based on the following:

Initial review and enrichment of chapter: 30 November 2018 till 10 December 2018 – 60 person hours.

Second review of chapter: 7 January 2019 until 31 March 2019 – 60 person hours.

DPME will make the necessary travel arrangements should a bidder be required to attend meetings outside of Gauteng.

Prices must be inclusive of VAT (if VAT registered) and must include all costs to fully execute all deliverables indicated in this ToR. No variation in contract price will be permitted.

3.4. Past performance

The past performance of bidders in executing similar projects will be evaluated using the references supplied by bidders as well as any other information available to the panel. Below satisfactory performance on a particular project may only be considered if such performance was communicated to the bidder by the contracting party and the bidder was given a reasonable opportunity to correct any deficiencies highlighted by the contracting party. The Department reserves the right to reject a bid if the service provider failed to perform satisfactorily on similar projects.

4. EVALUATION OF BIDS

4.1. Administrative requirements

Only bids / quotes that comply with all administrative requirements and that submitted all required bid documents (acceptable bids) will be considered during the functional evaluation phase. Only acceptable bids / quotes will be scored by the Bid Evaluation Committee against the functional criteria indicated in this Terms of Reference.

4.2. Scoring of bids (functional criteria)

The following weighting and scoring system will be applied to the evaluation of all functional criteria:

Weight allocation	Scoring system
1 – Value adding requirement (minimum score of 2)	1 – Does not comply with the requirements
3 – Important requirement (minimum score of 6 or 9)	2 – Partial compliance with requirements
5 – Essential requirement / integral part of project (minimum score of 15)	3 – Full compliance with requirements
	4 – Exceeds requirements

Score per criteria: The final score obtained by a bidder for each criteria will be calculated by multiplying the weight and the score indicated by each Bid Evaluation Panel member and then by averaging the scores of all panel members. The average score per criteria is expressed as a number.

The **overall score** obtained by a bidder (expressed as a percentage) will be calculated as follows:

$$Overall\ Score\ (\%) = \frac{Sum\ of\ average\ scores\ for\ all\ criteria}{Sum\ of\ weights\ X\ 4} \times 100$$

4.3. Functional evaluation criteria

Bids received for each Chapter will be evaluated separately

Minimum functional requirements: Only bids that obtained the minimum score for each criteria as well as an overall score of at least 75% for the functional evaluation, will proceed to Price/PPPFA evaluation. In cases where bidders submitted insufficient evidence or where evidence is ambiguous, bidders may be requested to provide additional evidence and may be re-scored based on this information. Additional information submitted may only be used as evidence to substantiate what is already contained in the proposal. The costing and content of proposals may not be amended.

Functional Evaluation Criteria		Weight	Min. Score
1.1	Lead person qualifications – Par 3.1 1= The proposed lead person does not meet the minimum requirement 3= The proposed lead person meets the minimum requirement. 4= The proposed lead person has a relevant PhD	3	9
1.2	Lead person experience – Par 3.2 1= The proposed lead person does not meet the minimum requirement 3= The proposed lead person meets the minimum requirement (10 years relevant experience)	3	9

Functional Evaluation Criteria		Weight	Min. Score
1.3	Lead person availability – Par 3.3 1= The proposed lead person is not available during the indicated periods 3= The proposed lead person is available during the indicated time-frames	3	9
1.4	Proposed approach (Brief Proposal) 1= Proposed methodology is not aligned to the purpose and key questions. 2= Proposed methodology is partially aligned to the purpose and key questions. 3= Project design, sample, data collection tools and analytical framework proposed is fully aligned to the purpose and key chapter questions. 4= In addition to 3, the methodology is innovative and will add value beyond the originally intended purpose and objectives of the project.	3	9

4.4. Price / BBBEE / PPPFA

Bids received for each Chapter will be evaluated separately. The Department reserves the right to reject any bid where the hourly rate being charged, exceeds the Hourly Fee Rates for Consultants as published by the Department of Public Service and Administration.

Only bids that meet the minimum administrative and functional requirements / specifications indicated in the ToR (qualifying bids) will be evaluated in terms of the Preferential Procurement Framework Act and related regulations – see attached bid documents. The evaluation method (80/20) and preference points allocation applicable to this bid are indicated in the attached SBD 6.1. Please note Par. 2 of this document w.r.t. possible deviations from the PPPFA and regulations.

5. SPECIAL CONDITIONS APPLICABLE TO THIS BID

Due to time constraints, DPME and the appointed service provider(s) may not necessarily enter into a specific service level agreement related to this assignment. By accepting an appointment the service provider agrees to the deliverables and time-frames indicated above (and in Annexure B), the general conditions of contract as published by National Treasury as well as the special conditions of contract detailed below.

1. GENERAL OBLIGATIONS OF DPME

- 1.1. DPME shall furnish the Service Provider with all relevant information and documentation timeously to enable the Service Provider to render the Deliverables. The information will be accurate and complete in all material respects.
- 1.2. DPME shall provide the Service Provider with feedback on the quality and acceptance of Deliverables rendered, within 10 (ten) Business Days from receipt of Deliverables, with a clear indication of areas of required improvement, if applicable.
- 1.3. DPME will, as far as possible, assist the Service Provider to obtain access to stakeholders and third parties to facilitate the completion of Deliverables.

2. CONSIDERATION AND PAYMENT

- 2.1. In consideration for the Service Provider rendering the Deliverables agreed upon, DPME shall pay to the Service Provider the fees as stipulated in the quotation submitted by the Service Provider, subject to the successful completion of the Deliverables indicated in this document.
- 2.2. An official purchase order will be issued by DPME. No invoice may pre-date the official purchase order and the Service Provider shall not commence with the provision of any Deliverables until the applicable purchase order has been issued.
- 2.3. The fees indicated in the quotation submitted by the Service Provider represent the full amount payable to the Service Provider and are fully inclusive of all expenses to be incurred by the Service Provider in completing the Deliverables within the agreed times frames.
- 2.4. The incurring of any expense for which the DPME can be held liable that is not included the quotation submitted by the Service Provider, must receive prior written approval for such a variation from the Chief Financial Officer or the Director General of DPME. Such variation will only be valid if confirmed by the DPME through the issuing of an official written purchase order.
- 2.5. The Service Provider shall inform DPME of the completion of a particular milestone or Deliverable in writing. The DPME must within 10 (ten) Business Days in writing either;

- a. Confirm its acceptance of the particular Deliverable or confirm that the particular milestone has been reached; or
 - b. Provide the Service Provider with detailed information on any material errors or omissions related to a particular Deliverable or milestone.
- 2.6. Original invoices shall be rendered by the Service Provider after acceptance by DPME's coordinator of the completed Deliverables.
- 2.7. Payment of valid Service Provider invoices shall be made by DPME within 30 (thirty) calendar days of receipt thereof.
- 2.8. The Service Provider shall maintain complete and accurate records of all amounts billed to and payments made by DPME under the assignment in accordance with generally accepted accounting principles applied on a consistent basis. The Service Provider agrees to provide DPME with relevant information with respect to each invoice as may be requested by DPME to verify accuracy and compliance with the provisions of the assignment.
- 2.9. Where a service provider fails to pay its subcontractors or employees, and such failure impacts natively on the continued delivery of goods or services in terms of this assignment DPME may, at its own discretion, withhold payments to the service provider and make such payments directly to the affected subcontractors or employees to whom payments are due.
- 2.10. Where payment of any undisputed amount due is not made within 30 (thirty) days from the due date, the Service Provider shall be entitled, without prejudice to any other right or remedy it may have, to halt the provision of the Deliverables until all payments in arrears have been paid in full.

3. WARRANTIES

The service provider warrants and represents that:

- 3.1. it has full capacity and authority to enter into and perform its obligations under this assignment;
- 3.2. its obligations under this assignment will be performed by a sufficient number of appropriately experienced, qualified, competent, trained and efficient personnel;
- 3.3. it will be solely responsible for the payment of remuneration, associated benefits and expenses, if any, of its personnel and sub-contractors, and for withholding and remitting income tax (or the relevant local equivalent) for its personnel in conformance with any applicable laws and regulations;
- 3.4. The Service Provider will perform its obligations under this assignment in compliance with all applicable laws, enactments, orders, and regulations;
- 3.5. all documents, data, software or other materials relevant to the supply of the Deliverables are kept under secure conditions with appropriate back-up arrangements in place;

4. INTELLECTUAL PROPERTY

- 4.1. All right, title and ownership of any Intellectual Property developed by or for the Service Provider or DPME independently and outside of this assignment and provided during the course of this assignment ("Background IP") shall remain the sole property of the party providing the Background IP.
- 4.2. To the extent that the Service Provider utilises any of its Background IP in connection with the Deliverables, such Background IP shall remain the property of the Service Provider and DPME shall acquire no right or interest therein, save that, upon payment of the applicable fees in full, the Service Provider grants DPME a non-exclusive, royalty-free, non-transferable licence to use such Background IP strictly for purposes of making beneficial use of the Deliverables into which such Background IP has been incorporated.
- 4.3. All Intellectual Property rights in Bespoke Deliverables are or will be vested in and owned by DPME unless specifically agreed otherwise in writing. The Service Provider agrees that it shall not, under any circumstances, question or dispute the rights and ownership of DPME in and to the Bespoke Deliverables. DPME grants the Service Provider a non-exclusive, royalty free, non-transferable licence to use the Bespoke Deliverables for the purpose of performing its obligations under this assignment.
- 4.4. The Service Provider may not publish or sell, in whole or in part, any "Bespoke Deliverables" emanating from this assignment without the explicit written consent of DPME.

5. CONFIDENTIALITY

Each party hereby acknowledges that -

- 5.1. in the course of this assignment, it ("the Receiving Party") will become acquainted with Confidential Information belonging to the other party ("the Disclosing Party"). Unless otherwise indicated in writing, all information provided by DPME must be regarded as confidential information.
- 5.2. in the event of the unauthorised disclosure of the Confidential Information, the party to whom the Confidential Information belong, may suffer irreparable financial and / or other harm;
- 5.3. obligations contained in this clause 5 shall not apply to and information which -

- a. at the time of its disclosure is part of the public domain or which subsequently becomes, through no fault or failure of the Receiving Party, part of the public domain;
 - b. at the time of disclosure can be shown by the Receiving Party to the Disclosing Party to have been in its possession prior to disclosure thereof by the Disclosing Party or to have come into the possession of the Receiving Party thereafter by disclosure of a third party.
- 5.4. The Receiving Party agrees that the sole purpose of the Confidential Information being disclosed or made accessible to it, is in connection with the rendering of the Deliverables contemplated under this assignment and undertakes not to disclose, in whole or in part any Confidential Information to any third party without the prior written approval of the Disclosing Party or unless compelled to do so by law.
- 5.5. The Receiving Party shall only disclose so much of the Confidential Information and at such time as may be strictly necessary to enable any of its employees, agents, sub-contractors, associates or professional advisors to fulfil their function as such. This may, however, only be done after such employee, agent, associate or professional advisor concerned is first advised of the Receiving Party's confidentiality obligations hereunder and the Receiving Party has ensured prior to the disclosure of any Confidential Information that such employee, agent, sub-contractor, associate or professional advisor has validly signed an undertaking of confidentiality wherein it is restricted in its use of the Confidential Information. The Receiving Party warrants that such employee, agent, sub-contractor, associate or professional advisor will comply with the aforesaid confidentiality undertakings.
- 5.6. The Receiving Party's confidentiality obligations hereunder shall remain in force for the duration of this assignment and for a period of 5 (five) years after the date of termination of this assignment, or for any such period determined by Law.
- 5.7. In the event that this assignment is terminated or in any manner brought to an end the Receiving Party shall within 10 (Ten) Business Days of the termination return to the Disclosing Party or, at the Disclosing Party's option destroy, all Confidential Information (including but not limited to all confidential documents, data and other writings) supplied by the Disclosing Party to the Receiving Party. The Receiving Party shall not retain any copies, extracts or other reproductions in whole or in part of such documents, data or other writings comprising Confidential Information in any physical or electronic medium of format. The Receiving Party shall forthwith furnish a certificate to the Disclosing Party certifying that all the aforesaid documents, data and other writings have either been destroyed or returned to it.
- 5.8. The Disclosing Party shall be entitled, forthwith, without any prior written notice to the Receiving Party and without prejudice to any rights which it may be entitled to -
- a. obtain an interdict in any competent court to prohibit the Receiving Party to continue with the contravention of its undertakings in terms hereof;
 - b. obtain a court order in any competent court for the delivery of any document, writings, copies, extracts or reproductions referred to in clause 5.5 above.
- 5.9. The provisions contained in this clause 5 shall survive the termination or cancellation of this assignment.
- 5.10. The burden of proof of any exemption provided for in this clause 5 shall rest on the Receiving Party.

ANNEXURE A

Bidders must clearly indicate the Chapter for which the bid is submitted as well as the costing per Chapter. Complete the table below only for those Chapters you are bidding for.

Chapter	Lead person	Bid Price (VAT Incl.)*
Education		
Health		
Safety		
Economy		
Skills		
Infrastructure		
Rural Development		
Human Settlements		
Local Government		
Environment		
International Relations		
Public Service		
Social Protection		
Social Cohesion		
Constitutional Development		
Youth Development		
TOTAL COST (To be indicated on SBD 1)		

* Prices must include VAT (if VAT registered) and must be fully inclusive to deliver all the outputs indicated in the terms of reference (and Annexures). Bids will be evaluated per chapter. The cost per chapter will therefore be used for PPPFA evaluation purposes.

Name of Bidder:

Signature:

Date:

ANNEXURE B

BACKGROUND - TECHNICAL SUPPORT FOR THE 25-YEAR REVIEW

1. PURPOSE OF THE 25 YEAR REVIEW

The 27th of April 2019 will mark 25 years since the advent of democracy in South Africa. It is customary for the Presidency and DPME to conduct reviews of progress with service delivery at each historical epoch of our democracy.

The 25th anniversary of the democratic dispensation provides an opportunity for government departments and institutions to pause and reflect on the journey to date, and review the achievements, challenges experienced, and actions taken to address these challenges since 1994

Over the 25 years of democracy, the three pillars of the state (government; legislature and judiciary), as well as structures of the Mass Democratic Movement (including civil society, labour, clergy and ordinary citizens) have sought to dismantle apartheid and its destructive legacy. The 25-Year Review is therefore the occasion to assess how this hard won democracy has influenced the lives of ordinary South Africans. The review will open up hard debates about the journey of citizens through the new democratic dispensation.

Critical to this review is the extent to which the lives of historically disadvantaged people have improved or stagnated during the years of democracy, and what needs to be done over the next 25-years to permanently dismantle the apartheid legacy, and advance socio-economic development and prosperity for all South Africans, particularly the historically disadvantaged people.

2. BROAD OBJECTIVES

- 2.1. Provide technical support to the DPME to conduct a comprehensive 25-Year Review of democratic governance in South Africa.
 - 2.2. Ensure that the review is based on a sound and incontrovertible evidence base.
 - 2.3. Examine the evidence base of the review to ensure that it is sound, solid, comprehensive and incontrovertible.
 - 2.4. Critically review and analyse chapters of the 25-Year Review provided by the DPME and provide feedback to DPME with pointers for strengthening content.
 - 2.5. Ensure that all chapters have structural integrity and conform to the required format.
 - 2.6. Ensure that data has been sourced comprehensively from the following diverse sources:
 - (a) Official statistics
 - (b) National Surveys (Household surveys, community satisfaction surveys; Quarterly Surveys)
 - (c) Research Reports
 - (d) International Reporting Obligations
 - (e) Administrative data systems
 - (f) Legislative processes
 - (g) Published departmental information
 - (h) Case studies
- Other Custodians of data**
- (i) NGOs/CBOs/FBOs
 - (j) Academic Institutions
- 2.7. Ensure that the 25-Year Review reports are not simply an addition of 5 years to the 20-Year Review of 1994.

3. SPECIFIC OBJECTIVES

The external service provider must focus on the following aspects of the 25-Year Review.

3.1. SOCIO-POLITICAL CONTEXT

Assessment of the extent to which the 25 Year Review is appropriately located with the context of:

- 3.1.1. South Africa's history of socio-economic inequality resulting from over 5 centuries of policies of slavery, colonialism, racial discrimination and the institutionalization of which worsened by Apartheid from 1948.
- 3.1.2. Social engineering and planning project that Apartheid executed with military precision with single-minded dedication to separate development and racial discrimination is still ravishing the live hood and fortunes of black South Africans, even today, 70 years later.
- 3.1.3. Efforts by the democratic government to expand access to social services for the previously marginalized to great extent from areas of pensions and social grants across all racial groups, shelter for the poor through RDP housing subsidies, education through public school system and greater access to institutions of higher learning, access to the public health system and private health care by the middle classes and employed.
- 3.1.4. Access to suburban residential areas having not significantly altered the condition of the black population and marginally impact on the effects of Group Areas Act. Africans today still have limited access to financial services, limited access to economic and business opportunities.
- 3.1.5. Inequities in South Africa – with Africans still having marginal access to social, health, housing and educational opportunities. Same apartheid architectural framework has remained in the last 25 years.
- 3.1.6. Apartheid spatial planning, apartheid access to social and economic services, which has continued to relegate black people to the margins of economic opportunities and social services.
- 3.1.7. Lack of access to land in urban and rural areas – which continues over 300 years

2.2 ALIGNMENT

Assessment of the following:

- 2.2.1 The alignment and relevance of progress provided in the 25 Year review relative to the strategic thrusts of previous macro-plans of government (RDP, GEAR, ASGISA and NDP).
- 2.2.2 The relevance of progress provided in the 25-year review relative to the Constitutional provisions (with specific emphasis on the Bill of Rights).
- 2.2.3 The extent to which the provided progress is specific relative to the previous macro-plans of government, particularly the RDP base document of 1994, GEAR, ASGIS and NDP 2030.

2.3 COMPREHENSIVENESS AND MULTIPLE PERSPECTIVES OF THE REPORT

Assessment of the extent to which the report gives a sum total of all government's previous and current efforts.

2.4 COGENCY AND PLAUSIBILITY OF THE REPORT

Review of the extent to which the report is plausible, and provides a balanced view (from a citizen's perspective, government's perspective and detractors' perspectives)

2.5 ANALYSIS OF SUCCESS FACTORS

- 2.5.1 Assessment of the extent to which the assumptions for success (of the NDP goals and previous macro-plans) are rooted in a rational theory of change

- 2.5.2 Assessment of the extent to which the claimed progress and impact are based on triangulated evidence that is verifiable and reliable

2.6 ANALYSIS OF CHALLENGES

Analysis of the extent to which challenges identified include a thorough and satisfactory root cause analysis

2.7 ANALYSIS OF CONTRADICTIONS

Analysis of the extent to which the report reflects the nuanced contradictions (e.g. increase in access to social assistance on the one hand and increase in poverty on the other hand), and whether government should celebrate or decry the increase in the number of people who depend on the state for daily subsistence.

2.8 IMPACT OF GOVERNMENT PROGRAMMES

- 2.8.1 Assessment of the extent to which government programmes have impacted positively on people's lives?

- 2.8.2 The extent to which the immediate or short term recommendations are proper in light of the long term goals.

2.9 REVOLUTIONARY NATURE OF RECOMMENDATIONS

Assessment of the extent to which the recommendations of the 25-Year Review boldly address the following questions:

- 2.9.1 Can this next 25years be period during which we dismantle the devastating apartheid architecture in our society and its adverse effects of entrenching poverty and deprivation on our people?
- 2.9.2 Can we bring an end to apartheid spatial planning through integrated development on, infill development and densification on well-located land?
- 2.9.3 Should the next 25 years not be about the total dismantling of apartheid system in its various forms beyond repealing legislation and hoping for trickle down changes in the fundamental pillars of our society?
- 2.9.4 Should the 25year review not assist us to evaluate the extent to which we have dismantled apartheid?
- 2.9.5 How do we prevent our children and next generation from suffering the consequences of apartheid, beyond being born free, to born free of apartheid effects?
- 2.9.6 How will the next generations be free from these consistently high level of poverty, unemployment and inequality?
- 2.9.7 How will we turn around the Gini coefficient from the current 0.69 to 0.66, and what fundamental changes do we need to achieve sustainable results in socio economic indicators for prosperity for the next 25 years?
- 2.9.8 How do we reverse the expansion of the apartheid framework, expanding existing township even further from urban centres, without truly creating a new African identity for our democracy, through the creation of new settlements, towns and cities that espouse our democratic values and principles, our African values and cultural heritage.
- 2.9.9 How do we revise the electoral system of South Africa to ensure accountability from all elected representatives at all spheres of government?

2.10 RECOMMENDATIONS FOR THE FUTURE

- 2.10.1 Strategic Nature of the recommendations. Assessment of the extent to which recommendations are substantive and able to redirect focus to the desired strategic direction and have substantive capability to catalyse the desired change.
- 2.10.2 The extent to which recommendations are realistic and attainable within the stipulated time schedules

TERMS AND CONDITIONS APPLICABLE TO ALL BIDS



**planning, monitoring
& evaluation**
Department:
Planning, Monitoring and Evaluation
REPUBLIC OF SOUTH AFRICA

**STANDARD DOCUMENTS TO BE SUBMITTED FOR ALL BIDS
(INCL. TENDERS) FROM R30,000 UP TO R50,000,000**

The term “Bid” Includes price quotations, advertised competitive bids, limited bids and proposals.

Required Documents	Check Bidder	Verified SCM Unit
Central Suppliers Database Registration Report Attached – Not older than 30 days NB: Only suppliers registered on CSD may bid. All required CSD information up to date.		
Invitation to bid (SBD 1)		
Declaration of interest (SBD 4)		
Preference Points Claim (SBD 6.1)		
Declaration of past supply chain management practices (SBD 8)		
Certificate of Independent Bid Determination (SBD 9)		
Valid B-BBEE Status Level Verification Certificate (Original or Certified Copy) bearing SANAS logo. QMEs/EMEs: Sworn affidavit / CIPC confirmation of turnover etc.		
Additional documentation required for certain types of bids. If applicable the additional documents will be distributed as part of the tender / bid documentation	Check Bidder	Verified SCM Unit
Declaration certificate for local production and content for designated sectors (SBD 6.2) and all applicable Annexures.	N/a	N/a

Declaration			
<ul style="list-style-type: none"> • I have read and agree to the General Conditions of Contract related to Government procurement (Available on DPME tenders web page or from National Treasury). • I have studied, accurately completed and submitted all the documents indicated in the above checklist. • I have read and agree with the conditions applicable to all bids as contained in this document. • I have noted and will comply with the delivery time frames indicated in the specifications / terms of Reference. • I am the authorised signatory of the applicant. • I have noted that the Department may publish the names of bidders, total bid prices indicated in SBD 1 and B-BBEE points claimed, after the closing date of the bid. 			
Signature		Date	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact persons indicated on the bid documents; or
Head of Procurement Services: 330 Grosvenor Street, Hatfield, Pretoria. Tel 012 312 0000

TERMS AND CONDITIONS APPLICABLE TO ALL BIDS

ALL DPME BID DOCUMENTS ARE AVAILABLE FREE OF CHARGE FROM THE DPME WEBSITE OR DPME OFFICES AND ARE NEVER SOLD

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 WHO ARE PERSONS IN THE SERVICE OF THE STATE.

1. GENERAL

This request is issued in terms of all applicable legislation, including but not limited to: the Public Finance Management Act (Act 1 of 1999) as amended (PFMA), Treasury Regulations, the Preferential Procurement Policy Framework Act 5 of 2000 (PPFA), the Preferential Procurement Regulations, 2017 (PPR), Supply Chain Management instructions issued by the National Treasury, General Conditions of Contract published by National Treasury (GCC), the B-BBEE Act (Act 53 of 2003), applicable Departmental Policies and any other special conditions of contract indicated in bid documents.

- Lead times / delivery periods should be clearly indicated in the quotation / proposal where applicable. The Department reserves the right to cancel any order where the delivery period indicated in the quotation / proposal is extended.
- The Department reserves the right to require delivery of the goods as specified, at the price quoted, regardless of any differences in specifications contained in the quotation.
- The Department reserves the right to make public the names of all bidders as well as total bid prices and B-BBEE points claimed, after the closing date and time for the bid.
- The Department reserves the right NOT to appoint any Service Provider or to withdraw this request for bids/proposals.
- The Department reserves the right to split the award of the bid between two or more Service Providers or to award only a part of the bid.
- The Department reserves the right to call bidders that meet the minimum functional requirements to present their proposals. The Bid Evaluation Committee may decide to amend the scoring assigned to a particular bid based on the presentation made.

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 Department to verify the taxpayer's profile and tax status.
- 2.3. Applications for a tax compliance status (TCS) certificate or pin may be made via e-filing through the SARS website www.sars.gov.za. Bidders may also submit a printed TCS certificate with this bid.
- 2.4. Where no TCS pin is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided and the tax compliance status on CSD will be utilised by the Department.
- 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. The tax compliance requirements are not applicable to foreign bidders / individuals with no South African tax obligations or no history of doing business in South Africa. Foreign suppliers must complete a pre-award questionnaire from SARS on their tax obligation categorisation.
- 2.7. For the purposes of section 256 of the Tax Administration Act of 2011 the bidder / supplier authorises the South African Revenue Service to disclose "taxpayer information" as contemplated under the provisions of Chapter 6 of the Act in relation to the compliance status of tax registration, tax debt and filing requirements to the Department of Planning, Monitoring and Evaluation.

3. ADMINISTRATIVE COMPLIANCE

Only proposals that comply with all administrative requirements (including tax compliance requirements) will be considered acceptable for further evaluation. Incomplete and late bids may be rejected. All documents indicated on page 1 must be submitted with each bid. Bidders must use the Standards Bid Documents (SBDs) included in this document (documents may not be re-typed)

TERMS AND CONDITIONS APPLICABLE TO ALL BIDS

All quoted prices must be **inclusive of VAT** and must be valid (firm) for at least 30 days for all bids excluding open tenders and for 120 days for open tenders, from the closing date indicated on SBD 1. Prices dependent on the **exchange rate** should include reference to the exchange rate used. Price escalations and the conditions of escalation should be clearly indicated. No variation of contract price or scope creep will be permitted unless specifically allowed in the ToR / specifications.

4. FUNCTIONAL EVALUATION

Functional criteria and/or specifications are contained in the specifications sheet or Terms of Reference distributed for this bid. Unless otherwise indicated in the ToR / specifications sheet, only service providers that submitted acceptable bids and that met all functional / specifications requirements will proceed to the PPPFA evaluation phase

5. PRICE EVALUATION: THE PPPFA

DPME applies the provisions of the PPPFA and Regulations to all bids with an estimated cost from R30,000. Bid amounts in the case of this particular RFQ/RFP/Tender are estimated to be R30,000 or more and the PPPFA preference points system will be applied, even if all bids received are below R30,000.

Only bids that meet all administrative requirements and meet the minimum functional requirements indicated in the ToR / specifications sheet will be evaluated in terms of the PPPFA and related regulations. Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table contained in SBD 6.1. The applicable evaluation method is indicated in SBD 6.1.

Consortia or joint ventures must take note of SBD 6.1, paragraphs 5.4 and 5.5 regarding requirements for B-BBEE certificates.

If the 80/20 preference point system is specified on SBD 6.1 and all bids received exceed R50,000,000, the bid will be evaluated on the 90/10 preference point system.

6. REJECTION OF QUOTES / PROPOSALS

Any effort by a bidder to influence the bid evaluation, comparisons or award decisions in any manner, may result in rejection of the bid. DPME shall reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract. DPME may disregard any bid if the bidder or any of its subcontractors:

- a) Is not tax compliant
- b) Have abused the Supply Chain Management (SCM) system of the Department or any other government department, agency or entity.
- c) Have committed proven fraud or any other improper conduct in relation to such system.
- d) Have failed to perform on any previous contract.
- e) Supplied incorrect information in the bid documentation.

7. VETTING

The Department reserves the right to approach the relevant authorities to verify the following for each bidder: Citizenship status (individuals); Company information; Criminal records (individuals); Previous tender and government contracts track records; Government employment status (individuals); Company / closed corporation ownership / membership status (individuals); Suitability to handle confidential government information; government employment status of bidders/staff/directors; Qualifications of bidders / contractors / team members; and any other information contained in bid documents

8. CENTRAL SUPPLIERS DATABASE

8.1. All suppliers must be registered on the Central Suppliers Database (CSD) managed by National Treasury (www.csd.gov.za).

8.2. The following information must be up to date on CSD:

- Tax compliance status

TERMS AND CONDITIONS APPLICABLE TO ALL BIDS

- B-BBEE Level (as indicated on B-BBEE certificate or sworn affidavit)
- Turnover (EME, QSE, etc.)
- Black ownership
- Women ownership
- Youth, Disabled and Military Veteran ownership
- Verified banking details
- Contact details

8.3. It is the responsibility a supplier to inform the DPME immediately in writing of any changes in details and to provide DPME with an updated CSD report. DPME shall have the right to, in addition to any other remedy that it may have in terms of applicable legislation, cancel the contract and to claim damages if a bid is awarded based on incorrect information contained in the CSD report.

9. COMMITMENTS BY PARTIES

9.1. The Service Provider undertakes to:

- 9.1.1. Conduct business in a courteous and professional manner.
- 9.1.2. Provide the necessary documentation as requested prior to the awarding of the contract.
- 9.1.3. Comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, etc. DPME may monitor compliance for the duration of the contract and implement penalties for non-compliance.
- 9.1.4. Manage internal disputes among his/her staff in such a way that DPME is not affected by those disputes.
- 9.1.5. Comply with the DPME security and emergency policies, procedures and regulations at DPME premises.
- 9.1.6. Ensure that all work performed and all equipment used at DPME facilities are in compliance with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993) and any regulations promulgated in terms of this Act and the standard instructions of DPME;
- 9.1.7. Ensure that all staff working on this project are adequately trained prior to the commencement of the project.
- 9.1.8. Ensure that DPME is informed of any changes in staff related to the execution of the project. For security reasons, DPME reserves the right to vet all persons working on this project.
- 9.1.9. Store and hand over all data generated by the project (if any) to DPME in an accessible and confidential manner.
- 9.1.10. Not proceed with any work and not to incur any expense for which DPME could be liable, until such time as an official written government purchase order has been issued by DPME.

9.2. DPME undertakes to:

- 9.2.1. Manage all contracts in a professional manner.
- 9.2.2. Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfil their duties.
- 9.2.3. Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the project.
- 9.2.4. Not tolerate any unfair labour practices between the service provider and their staff that happen during the execution of the project activities.
- 9.2.5. Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
- 9.2.6. Pay all valid invoices within 30 calendar days.

INVITATION TO BID (SBD 1)

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE
DEPARTMENT OF PLANNING, MONITORING AND EVALUATION**
(Subject to the terms and conditions applicable to all bids as indicated earlier in this bid document)

BID NUMBER	DPME14-2018/19	CLOSING DATE	23 November 2018	CLOSING TIME	12:00
COMPULSORY BRIEFING SESSION	Date	None	Time	None	
DESCRIPTION	Appointment of service providers to provide technical support for the 25-year review.				
BID DOCUMENTS FOR RFQs:		BID DOCUMENTS FOR RFPs AND TENDERS MUST BE:			
MUST BE SENT ELECTRONICALLY TO: The email address of the SCM official that sent out the request for quotes and CC to DPME.SCM@dpme.gov.za.		POSTED TO: Department of Planning, Monitoring and Evaluation Head: Procurement Services Private Bag X944, PRETORIA, 0001		OR DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS): 330 Grosvenor Street, Hatfield, Pretoria <i>The bid box is accessible on working days between 8:00 and 17:00.</i>	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
Head of Procurement Services, 330 Grosvenor Street, Hatfield, Pretoria. Tel 012 312 0000, e-mail: xxxx@dpme.gov.za Technical enquiries will be directed to the responsible employee.					
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Telephone number			Cell phone number		
E-mail address					
ID / company Reg. #			Vat registration #		
Supplier tax compliance status	Compliant		CSD MAAA #		
	Not compliant		TCS Pin (if no CSD #)		
B-BBEE Status Level verification	None				
	All (except EMEs/QSEs): Certificate Issued by SANAS accredited verification agency.				
	EMEs/QSEs: Sworn affidavit by EME representative and attested to by Commissioner of oaths.				

Are you the accredited representative in South Africa for the goods /services /works offered? If yes attach proof	YES	NO
FOREIGN SUPPLIERS: Do not complete this form. You must contact the Department to obtain the required documentation to be completed		

Total bid price (Incl. VAT)	
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DETAILED TERMS AND CONDITIONS FOR BIDDING ARE CONTAINED IN PAGES 2 TO 4 OF THIS DOCUMENT AS WELL AS IN THE ATTACHED SPECIFICATIONS / TERMS OF REFERENCE.			
Signature (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)		Date	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

DECLARATION OF INTEREST (SBD 4)

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 WHO ARE PERSONS IN THE SERVICE OF THE STATE.

Any other natural or legal person legal person may make an offer or offers in terms of an invitation to bid. , or persons having a kinship with persons employed by the state, including a blood relationship. 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.

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

Full Name of bidder or his or her representative	
Identity Number	
Position occupied in Company (director, trustee, shareholder¹, member):	

The names of all directors / trustees / shareholders / members, their individual identity numbers, and if applicable, employee / PERSAL numbers must be indicated in the CSD report provided.

		YES	NO
1.1	Are you or any person connected with the bidder presently employed by the state?		
1.1.1	The bidder acknowledges that bids from Government employees or from companies/close corporations with directors/members that are government employees cannot be considered.		
1.1.2	The bidder further acknowledges that any false declaration in this regard will be reported to the relevant authorities		
1.1.3	If your answers to 1.1 is yes, then please provide details:		

		YES	NO
1.2	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?		
1.2.1	If so, furnish particulars:		

¹ "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.

DECLARATION OF INTEREST (SBD 4)

		YES	NO
1.3	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?		
1.3.1	If so, furnish particulars:		

		YES	NO
1.4	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?		
1.4.1	If so, furnish particulars:		

		YES	NO
1.5	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??		
1.5.1	If so, furnish particulars:		

2. Full details of directors / trustees / members / shareholders.

See CSD report

3. DECLARATION

I, THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature		Date	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

PREFERENCE POINTS CLAIM (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 The value of this bid is estimated to ~~exceed~~/not exceed R50,000,000 (all applicable taxes included) and therefore the 80/20 system shall be applicable. Preference points for this bid shall be awarded for:

(a)	Price; and	<u>80</u>
(b)	B-BBEE Status Level of Contribution.	<u>20</u>
	TOTAL	<u>100</u>

- 1.3 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.4 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

- 2.1 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2 "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;
- 2.3 "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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.4 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5 "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act with an annual turnover up to R10 million;
- 2.6 "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 2.7 "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;

PREFERENCE POINTS CLAIM (SBD 6.1)

- 2.8 “prices” includes all applicable taxes less all unconditional discounts;
- 2.9 “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);
- 2.10 “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: THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{l}
 \mathbf{80/20 \text{ (Up to R50,000,000)}} \quad \mathbf{Or} \quad \mathbf{90/10 \text{ (From R50,000,000)}} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \mathbf{Or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

- 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

- 4.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. An EME automatically qualifies as a level 4 contributor. An EME with at least 75% black ownership qualifies as level 1 contributor and an EME with black ownership from 51% to 74% qualifies as a level 2 contributor.
- 4.3 A Bidder other than EME must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating. The certificate must be issued by a Verification Agency accredited by SANAS.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.2 AND 4.1

B-BBEE Status Level of Contribution: = (maximum of ~~10~~ 20 points)

(Points claimed in respect of paragraph 6 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.

PREFERENCE POINTS CLAIM (SBD 6.1)

7. SUB-CONTRACTING

Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable). 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? YES / NO (delete which is not applicable)
- (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

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-BBEE status level of contributor indicated in paragraph 6 of the foregoing document, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (I) The information furnished (including information in SBD 1) 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 paragraph 6, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

Signature		Date	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

DECLARATION OF PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

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	Question	Yes	No
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 <i>audi alteram partem</i> 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:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature		Date	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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.

I, the undersigned, in submitting the accompanying bid:

DPME 14-2018/19: Appointment of service providers to provide technical support for the 25-year review.

(Bid Number and Description)

in response to the invitation for the bid made by The Department of Planning, Monitoring and Evaluation (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 authorised 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 authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

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 consortium³ 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.
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	
Name of Signatory			
Designation of Signatory			
Name of bidder (if different)			

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.*