



SCM /Tender Ref #:	DPME 22/2018-2019
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Request for proposals for:	Appointment of service providers for the development of the 2019-2024 NDP Five Year Implementation Plan
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Bid closing date and time as well as the date and time of briefing session (if any) are indicated on the attached SBD1. Quotations / proposals received after the closing date and time indicated on SBD 1 will not be accepted.

Bidders must provide one original and 2 (two) copies of proposals submitted.

Only 1 (one) original price proposal and SBDs are required.

The briefing session indicated in the tender advertisement is NOT compulsory. (Bidders to bring ID'S to enter Building)

Venue: 330 Grosvenor street, Hatfield , Pretoria

Date: 13 March 2019

Time: 10:00

Estimated project start date:	Expected project duration (Months)
15 April 2019	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).

2. PROPOSAL FORMAT

A detailed proposal in response to this ToR must be submitted. The proposal should 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 parts bidding for and bid prices)
- Summary of team members and roles
- CV's of proposed team member(s)
- Details of at least 3 contactable references to confirm past experience.
- 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. Only bids from service providers that attended the compulsory briefing session (if specified above) will be considered. Bids must be valid for a minimum period of 120 days after the closing date.

SCM Contact person	Mr Marthinus Prinsloo Tel: 012 312 0417 e-mail: Marthinus.Prinsloo@dpme.gov.za
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1. BACKGROUND

Annexure B contains a detailed description of the requirements for this project, including:

- Background / context
- Problem statement / purpose
- Objectives and scope of project
- Proposed methodology / approach
- Deliverables and time frames

This bid consists of two part:

- **Part A:** Synthesis / consolidation of the NDP 5-year implementation plan
- **Part B:** Sectors experts to contribute to one or more of the 14 outcomes

2. EXPERIENCE / SKILLS / TEAM COMPOSITION / PAST PERFORMANCE

The attached spread sheet must be used to summarise qualifications, skills and past experience and to cost the proposal.

2.1. Qualifications and Experience required

Bidders will demonstrate adequate experience through the number, types and geographical spread of projects/assignments undertaken. The attached template must be used to summarise experience and the proposal must contain details about projects worked on including roles, cost and duration as well as names and contact persons at contracting party.

PART A - Synthesis / Consolidation

Roles*	Qualifications	Experience
Team Leader	Minimum: Master's Degree Advantage: Doctorate	Minimum: At least 15 years total work experience with at least 10 years in the public sector. Has working knowledge of Public Sector Development Plans and has been lead in at least one project over R 500, 000. Advantage: Has working knowledge of national development planning in other countries as well as domestic Public Sector Development Plans.
Planning Expert	Minimum: Master's Degree Advantage: Doctorate	Minimum: At least 10 years' total work experience, including public sector development planning.
Project manager	Minimum: Tertiary qualification in project management Advantage: Degree in project management	Minimum: At least 10 years total work experience in project management. Successfully managed and completed at least 2 projects of R500,000 or more.
Language editor	Minimum: <u>Appropriate</u> post-graduate qualification	Minimum: At least 10 years work experience as language editor and evidence of having worked on at least 2 projects

PART B – Sector Experts

Roles*	Qualifications	Experience
Lead sector expert	Minimum: Master's Degree Advantage: Doctorate	Minimum: At least 15 years total work experience with at least 10 years in the indicated sector, as per Annexure A.
Planning Expert	Minimum: Master's Degree Advantage: Doctorate	Minimum: At least 10 years' working knowledge and experience in development planning, including public sector development planning (with particular emphasis on the sectors covered in the NDP 2030) as per Annexure A.

2.2. Confirmation of experience, qualification and availability

The following must be submitted for each of the proposed team members:

- Written confirmation of availability (signed by the proposed team member) for the expected duration of the project of to produce the deliverable(s) as indicated in Annexure B.
- Detailed CV indicating qualifications, previous experience as well as letters of reference (references must be contactable).
- Copies of qualifications.

DPME reserves the right to verify all qualifications through the South African Qualifications Authority and to verify experience indicated on CVs with third parties.

2.3. 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.

2.4. Project management

The bid proposal submitted by the bidder must include a detailed project plan. As summary of deliverable dates must be included in Annexure B3. The start of the project will depend on the DPME procurement process. The total duration of the project as indicated in the bidder's proposal is binding (except for delays due to circumstance beyond the bidder's control).

3. COSTING METHODOLOGY

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.

4. EVALUATION OF BIDS

4.1. Administrative requirements

Annexures A part A & B must be completed . Must be typed and signed by bidder.

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:

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

4.3. Functional evaluation Part 1 – Quantitative criteria

Part 1: Minimum functional requirements: Only bids that scored at least the minimum score for each criteria will proceed to functional evaluation part 2. 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.

Part A: Synthesis / Consolidation

Functional Evaluation Criteria		Weight	Min. Score
1.1	<p>Team leader (par 2.1.1 of ToR):</p> <p>1= The team leader does not meet the minimum requirements for either experience or qualifications, or did not submit verifiable references, or did not submit written confirmation of availability for project.</p> <p>3= The team leader meets all of the minimum experience and qualifications requirements.</p> <p>4= The team leader exceeds the minimum experience or qualifications requirements.</p>	3	9
1.2	<p>Planning Expert (par 2.1.1 of ToR):</p> <p>1= The Planning Expert does not meet the minimum requirements for either experience or qualifications, or did not submit verifiable references, or did not submit written confirmation of availability for project.</p> <p>3= The Planning Expert meets all of the minimum experience and qualifications requirements.</p> <p>4= The Planning Expert exceeds the minimum experience or qualifications requirements.</p>	3	9
1.3	<p>Project Manager (par 2.1.1 of ToR):</p> <p>1= The project manager does not meet the minimum requirements for either experience or qualifications, or did not submit verifiable references, or did not submit written confirmation of availability for project.</p> <p>3= The project manager meets all of the minimum experience and qualifications requirements.</p> <p>4= The project manager exceeds the minimum experience or qualifications requirements.</p>	3	9
1.4	<p>Language editor (par 2.1.1 of ToR):</p> <p>1= The proposed language editor <u>does not</u> meet the minimum qualifications and experience requirements.</p> <p>3= The proposed language editor <u>meets</u> the minimum qualifications (relevant post-graduate qualification) and experience requirements.</p> <p>4= The proposed language editor exceeds the minimum experience or qualifications requirements.</p>	3	9

Part B: Sector Experts

Functional Evaluation Criteria		Weight	Min. Score
1.1	Lead sector expert (par 2.1.1 of ToR): 1= The Lead sector expert does not meet the minimum requirements for either experience or qualifications, or did not submit verifiable references, or did not submit written confirmation of availability for project. 3= The Lead sector expert meets all of the minimum experience and qualifications requirements. 4= The Lead sector expert exceeds the minimum experience or qualifications requirements.	3	9
1.2	Planning Expert (par 2.1.1 of ToR): 1= The Planning Expert does not meet the minimum requirements for either experience or qualifications, or did not submit verifiable references, or did not submit written confirmation of availability for project. 3= The Planning Expert meets all of the minimum experience and qualifications requirements. 4= The Planning Expert exceeds the minimum experience or qualifications requirements.	3	9

*** Combines score for all experts – All experts must meet minimum criteria stipulated above to receive a score of 3.*

4.4. Functional evaluation Part 2 – Qualitative criteria

The functional evaluation criteria indicated below will be applied during Part 2 of functional evaluation to all bids that met the minimum requirements stipulated under Functional evaluation Part 1. During part 2 the Bid Evaluation Committee may:

- Evaluate and score bids based on the bid documents and proposals submitted; or
- Provisionally evaluate and score bidders based on proposals submitted and then invite bidders that met all requirements under Part 1 and a provisional overall score of at least 60% for both functional evaluation parts 1 and 2, to present their bids.

The final evaluation and scoring of bids will be based on the proposals submitted, as well as on information provided by bidders during bid presentations (if applicable). Presentations can be used to summarise and clarify bids and may not substantially depart from the proposals submitted.

If a bidder is unable to attend a bid presentation on the date requested by the Bid Evaluation Committee, then the bidder must be afforded another opportunity within 5 workings. If a bidder is for a second time unable to attend a bid presentation then the bid must be evaluated based on the bid documents and proposals submitted only.

Part 2: Minimum functional requirements: Only bids that obtained the minimum score for each criteria as well as an overall score of at least 75% for both functional evaluation parts 1 and 2, will proceed to Price/PPFA evaluation.

Functional Evaluation Criteria		Weight	Min. Score
2.1	Understanding the brief. The proposal and / or presentation by the service provider: 1= Did not address the purpose and objectives of the project. 2= Proposal shows minimal understanding of the sector and partially addresses the purpose and objectives of the project. 3= Proposal shows good understanding of the sector and fully addresses the purpose and objectives of the project. 4= Proposal shows exceptional understanding of the sector and policy issues, the purpose and objectives of the project responded innovatively and proposal offered added value to the project.	5	15

Functional Evaluation Criteria		Weight	Min. Score
2.2	<p>Proposed approach</p> <p>1= Proposed methodology is not aligned to the purpose and the scope of the project.</p> <p>2= Proposed methodology is partially aligned to the purpose and the scope of the project.</p> <p>3= Project design and analytical framework proposed is fully aligned to the purpose and scope of the project.</p> <p>4= In addition to 3, the methodology is innovative and will add value beyond the originally intended purpose and objectives of the project.</p>	5	15
2.3	<p>Extent to which the costing methodology is realistic given the scope and time frames of the project</p> <p>1= Costing of the project is not aligned to the scope and times frames of the project.</p> <p>2= Costing of the project not entirely aligned to scope and time frames and may negatively impact delivery.</p> <p>3= The costing methodology is realistic given the scope and time frames of the project.</p> <p>4= The costing methodology provides innovative solutions to reduce costs associated with the project.</p>	3	6
2.4	<p>Project plan (par 2.4 of ToR and Annexure A):</p> <p>1= No project plan included in bid.</p> <p>2= Project plan does not fully address all deliverables or does not indicate completion within the required time frames.</p> <p>3= Project plan addresses all deliverables and indicates completion of the project within the required time frames.</p> <p>4= Project plan addresses all deliverables and indicates completion of the project in significantly less than the envisaged time frames.</p>	3	6

4.5. Price / BBBEE / PPPFA

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 or 90/10) and preference points allocation applicable to this bid are indicated in the attached SBD 6.1.

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 in 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 negatively 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

PART A – Synthesis/Consolidation

Complete part A if you are bidding for the overall synthesis / consolidation part (you may bid for both)

Team leader (Synthesis / Coordination)	Bid Price (VAT Incl.)*

PART B – Sector experts

Complete part B if you are bidding for the outcomes sector experts part (you may bid for both)

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

Outcome	Lead sector expert	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		

TOTAL COST PARTS A + B

TOTAL COST (To be indicated on SBD 1)	R
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* 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:

Initials of specification committee members: _____
 ToR NDP 5 year plan

ANNEXURE B

BACKGROUND - TECHNICAL SUPPORT FOR THE NDP 5-YEAR IMPLEMENTATION PLAN

1.1 CONTEXT

The developmental approach adopted by the South African government conceptualises development planning as a means of achieving national development goals. Development planning involves the South African government making decisions about selecting and prioritising goals of national interest and charting a road map towards achieving these goals.

In 2012, South Africa adopted the National Development Plan (NDP) 2030, which sets out a long-term vision for the country. The plan constitutes the programme through which South Africa can advance radical economic transformation. The rationale for the development of such a long-term plan is the recognition of the need for a coherent vision for the future, in order to realise changes in the socio-economic structure and the culture of society, which are a result of a history of oppression, exploitation and dispossession. The achievement of the NDP goals demands a cooperative relationship across national, provincial and local governments; private sector; labour, and civil society. The three spheres of government need to work collaboratively to ensure alignment between their powers and functions, the planning processes and budget allocation processes.

The purpose of the NDP Five Year implementation plan is to advance and guide medium term and short term planning that is responsive to the attainment of the NDP priorities in the period between 2019 and 2024.

In order for South Africa to make significant progress in the achievement of the priorities as articulated in the NDP, there is a need to adequately assess where the country is, where it is going and how it will arrive at its destination. This should be accompanied by timeframes within which all these deliverables must be achieved. There is a need to ensure that vision 2030 and all the priorities outlined therein are clearly articulated in the medium and short-term plans of institutions. There is also a need to strengthen integrated planning across spheres of government. Intergovernmental and interdepartmental planning is crucial to the realisation of government priorities and ultimately the vision for South Africa. The NDP Five Year Implementation Plan will allow for the coordination and alignment of priorities across the spheres of government and assist in integrating all the components of national development into mainstream planning processes.

The realisation of national development priorities requires, among other conditions, that all sectors develop and implement sector plans that are aligned to the NDP, guided by a common planning approach. Sector plans that have already been in existence prior to the development of the NDP and / or are in the process of being developed (e.g. National Transport Master Plan (NATMAP) and National Water and Sanitation Master Plan) should be reviewed in line with the first iteration of the 2019-2024 NDP Five Year Implementation Plan.

A participatory approach, including all stakeholders (government, private sector, labour and civil society) will be pursued in the development of the NDP Five Year Implementation Plan. Engagements and consultations will be broader than government and inclusive of all the stakeholders to ensure buy-in and ownership of the plan, and alignment between the different spheres of government plans to the national strategic vision of the NDP Five Year Implementation Plan. These engagements will also need to determine mechanisms to hold non-government stakeholders accountable for contributions to the national strategic vision.

The Budget Prioritisation Framework will be used as a mechanism to ensure that resources are allocated to priorities reflected in the NDP Five Year Implementation Plan.

1.2 PROBLEM STATEMENT/ PURPOSE

The DPME seeks to appoint external service providers to provide technical support for the development of the 2019 to 2024 NDP Five Year Implementation Plan.

1.3 OBJECTIVE AND SCOPE OF THE PROJECT

The 2019 to 2024 NDP Five Year Implementation Plan must be finalised by June 2019. After the assessment of progress towards the achievement of the NDP 2030 Vision priorities since 2012 to date, the next step will be the development of the NDP Five Year Implementation Plan.

A team of sector experts is required to perform the following tasks:

- Develop the NDP Five Year Implementation Plan for the period 2019 to 2024, which must include, but not limited to:
 - Priorities per pillar of the NDP that must be achieved during the period 2019-2024
 - Provide a sequencing of priorities
 - Provide the interventions aligned to priorities
 - Identify interventions that cut across spheres of government, sectors (government, private sector, labour and civil society), and / or priorities
 - Identify timeframes for the implementation of each intervention
 - Relevant indicators and targets for 2019-2024
 - Update the NDP Five Year Implementation Plan based on stakeholder inputs until Cabinet approves the plan, anticipated to be end of **June 2019**.

1.4 PROPOSED METHODOLOGY/ APPROACH

The prospective service provider is encouraged to propose an appropriate methodology to respond to the scope of the project in 1.3, including the layout and structure of the plan.

1.5 DELIVERABLES AND TIMEFRAMES

The project must take place over a period of **4 months from the date of signing the Service Level Agreement**.

The core products expected from the service provider are the following:

- Develop a comprehensive NDP Five Year Implementation Plan
- Ensure that the plan has structural integrity and conform to the required format.
- Individual sectoral sections of the plan.
- Synthesised plan which include individual sectoral sections and non-sectoral sections.
- Consult and conduct a comprehensive review and analysis of the following source documents:
 - 2018 Investment Summit
 - 2018 Job Summit
 - All Chapter of the 25 Year Review
 - Final Assessment Report of the NDP Progress – 2012 – 2018

Part	Milestone/Deliverable	Delivery Date
A+B	Inception meetings	17 April 2019
B	Submission of 1 st Draft plan	30 April 2019
A+B	Consultation on the 1 st draft Plan	1-17 May 2019
A	2 nd Draft Implementation Plan based on inputs from consultations	24 May 2019
A	Submission of 2 nd Draft Implementation Plan to Cabinet	10 June 2019

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.		

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
- B-BBEE Level (as indicated on B-BBEE certificate or sworn affidavit)

TERMS AND CONDITIONS APPLICABLE TO ALL BIDS

- 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	DPME 22/2018-2019	CLOSING DATE	1 April 2019	CLOSING TIME	12:00
NON COMPULSORY BRIEFING SESSION	Date	13 March 2019	Time	10:00	
DESCRIPTION	Professional service providers to support the development of the NDP 5 year implementation plan (2019 to 2024)				
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: xxx@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)			

INVITATION TO BID (SBD 1)

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	80
(b)	B-BBEE Status Level of Contribution.	20
	TOTAL	100

- 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:

(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;
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;

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

- (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.