



## REQUEST FOR BID PROFESSIONAL SERVICES

**BID NUMBER:** BS/2022/RFB476

**ADVERT DATE** 30 September 2022

**CLOSE** **Date:** 24 October 2022

**Time:** 11h00

**DESCRIPTION:** APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF  
MANAGEMENT INFORMATION SYSTEM (MIS) FOR A PERIOD OF FIVE  
(5) YEARS

**ONLINE NON-  
COMPULSORY  
BRIEFING**

11h00

**Date: 07 October  
2022 at 11h00**

**Email for Briefing link to be  
sent  
[Yolandam@bankseta.org.za](mailto:Yolandam@bankseta.org.za)**

**Respondent details**  
(Use this as a cover page for response document and envelope)

<b>Company Name:</b>	
<b>Contact person:</b>	
<b>Company physical address</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Mobile number:</b>	

<b>Date:</b>				
<b>Original copy of documents or copy - Mark with X</b>	<b>ORIGINAL</b>		<b>COPY</b>	

## 1. BANKSETA BACKGROUND

The Banking Sector Education and Training Authority (BANKSETA) is the SETA for banking and alternative banking industry. It is a statutory body established through the Skills Development Act of 1998 as amended by the Skills Development Act, 26 of 2011 to enable its stakeholders to advance the national and global position of the banking and alternative banking sector. As guided by its mandate, the BANKSETA is as such an agent of transformation and seeks to promote employment equity and broad-based BEE through skills development.

For further details on the BANKSETA, visit [www.bankseta.org.za](http://www.bankseta.org.za) and refer to the 2020/21 annual report under Media Center/publications.

<https://www.bankseta.org.za/wp-content/uploads/2020/12/Bankseta-Annual-Report.pdf>

The functions of BANKSETA are regulated by amongst others the following Legislative Frameworks and in particular SETA specific legislation:

- (Skills Development Levies Act (Act 9 of 1999),
- SETA grant regulations
- South African Qualifications Act (Act 58 of 1995),
- Public Finance Management Act (Act 1 of 1999). Copies of which may be obtained from BANKSETA website under Legislation tab.

It is the bidder's responsibility to familiarize themselves with:

- i) The relevant SETA regulations, documents and processes such as Annual Workplace Skills Plan (WSP)/ Annual Training Reports (ATR) that must be submitted by 30 April each year, levy downloads and mandatory grant payments.
- ii) The required reporting specifications for
  - Sector Training and Education Management Information System (SETMIS) and -
  - National Learner Record Database (NLRD) upload obtainable from Department of Higher Education and Training (DHET) and South African Qualification Authority (SAQA) respectively.

## 2. PURPOSE AND OBJECTIVES OF THE PROJECT

2.1. The BANKSETA seeks to appoint a service provider to implement the following.

BS/2022/RFB476 - Appointment of a Service Provider for provision of Management Information System (MIS) for a period of five (5) years

- 2.1.1 Provision of Management Information System (MIS) preferably on subscription/licence model for a period of five (5) years to be hosted by the service provider and accessible through the internet. The service provider will also avail personnel for account management, enhancement, user support and training.

### **3. SCOPE OF WORK**

- 3.1** The BANKSETA invites Request for Bid (RFBs)/tenders from qualified and credible Information Communication Technology (ICT) service providers for the provision of the MIS, which will include customization / enhancement to meet BANKSETA's business processes, user support, training and maintenance and hosting for the period of five (5) years. The MIS must have the following functionalities (at a minimum):

**3.1.1 The MIS scope of work for this project includes but is not limited to the following functionalities:**

- 3.1.1.1 Mandatory Grants Module - Workplace Skills Plan (WSP)/ Annual Training Reports (ATR)/ Workplace Skills Survey (WSS)
- 3.1.1.2 Discretionary Grants Module
- 3.1.1.3 Learner Management System (LMS)
- 3.1.1.4 Single and Central User Access Portal
- 3.1.1.5 Business Intelligence & Reporting Functionality
- 3.1.1.6 Human Resource Services
- 3.1.1.7 Full Integration of the individual modules
- 3.1.1.8 Integration of the external users from all the other modules with the purpose of only registering once and have the capability to expand the profiles in the event the user/s requires accesses in the other modules – the system must have a capability to renew the users' access holistically and partially per module/s' accesses
- 3.1.1.9 All the required management and executive reports for the duration of the contract – the reporting functionality must be flexible to allow users to draw customized reports as and when required for specific needs
- 3.1.1.10 The module must cater or accommodate the legislative system changes / enhancement (over and above the normal business requirement changes) for the duration of the contract
- 3.1.1.11 Data extraction and analytics functionality
- 3.1.1.12 The system must have the digital end user manual for each module which will be updated as and when required
- 3.1.1.13 The system must have capabilities to interface with Department of Home Affairs (DoH) systems and other Government entities/department system as and when needed for verification of learner identity document (ID) numbers, passport etc

- 3.1.1.14 Application programming interface (API) integration for the active and valid providers, subject matter experts, assessors and moderators which will be accessed through the Education and Training Quality Assurance (ETQA) Search Dashboard on the BANKSETA corporate website.
- 3.1.1.15 The Service Provider is required to migrate all the data in the BANKSETA current MIS into the proposed new MIS system.

### **3.1.2 Mandatory Grants Module (WSP/ATR/WSS)**

The Mandatory Grants module is expected to have the following functionalities:

- 3.1.2.1 Full Mandatory Grant Process functionality (addition of new and renewal of Skills Development Facilitators (SDFs), Update of new or transferred employers from South African Revenue Services (SARS) database, creation of non-levy paying organizations (N-number companies)
- 3.1.2.2 Capturing, bulk uploads, and submission of the mandatory grants (WSP/ATRs/WSS)
- 3.1.2.3 Evaluation and approval or rejection of submitted WSP/ATR/WSS
- 3.1.2.4 Logging of submission extension requests and appeals
- 3.1.2.5 Integration of the module with the finance system for the SARS / DHET Levy Uploads
- 3.1.2.6 Integration of the approved WSPs/ATRs/WSS with the finance system for the grant payment processing
- 3.1.2.7 Document Uploads in accordance with BANKSETA document management process
- 3.1.2.8 The module must have full workflows and notification processes (emails and letter generation services)

### **3.1.3 Discretionary Grants (DG) Module**

The Discretionary Grants Module is expected to have the following functionalities:

- 3.1.3.1 Full discretionary grant management process for Discretionary projects (including online registration functionality for new applications and renewal of DG module User process with full evaluation, workflow and notification process), application process for discretionary or flagship projects, full evaluation process (checking, verification and final decision process), awarding and contracting (in terms of BANKSETA's contracting requirements)
- 3.1.3.2 Must allow for Funding model Creation and approval process
- 3.1.3.3 Must allow for Annual Performance Plan (APP) indicator and target creation and allocation functionality with linkage to funding model
- 3.1.3.4 Full integration (back-to-back) with the Financial System/s for Project set up of approved projects as per the final approved Discretionary grant award list, linkage of projects to commitment register as well as grant and claims payment processing for all approved documents. BANKSETA currently uses SAGE as the financial system.

3.1.3.5 The module must have full workflows and notification processes (emails and letter generating services)

### **3.1.4 Learner Management System (LMS)**

The Learner Management System / Module is expected to have the following functionalities:

3.1.4.1 Online registration functionality for the providers, subject matter experts, assessors and moderators (includes application, both automated and manual allocation to evaluator, evaluation, sending feedback, issuing approval letters and uploading of documents)

3.1.4.2 Full learner registration management and certification value chain

3.1.4.3 Full learning programmes setup

3.1.4.4 Full ETQA functionality (Training provider accreditation, assessor and moderator applications, application for approval of learning material, workplace approval applications, Internal Moderation, external moderation, quality assurance, assessment, certification, etc.)

3.1.4.5 Online functionality on application for Use of BANKSETA logo, font size, font style, line spacing etc

3.1.4.6 Online functionality on registration of skills programmes

3.1.4.7 Full bulk upload functionality in all processes

3.1.4.8 Full document upload functionality in accordance with BANKSETA's document management processes

3.1.4.9 Full workflows and notifications (emails, letter generation and short messaging services (SMS)) functionality

3.1.4.10 Document Upload process with full functionality of evaluation and approval process

3.1.4.11 The LMS should be able to interface with the National Learner Records Database (NLRD) under Quality Council for Trades Occupation (QCTO)

### **3.1.5 Single and Central User Access Portal**

The Single and Central User Access Portal Module is expected to have the following functionalities:

3.1.5.1 The MIS must have the single, standard, central and integrated platform for User Access

### **3.1.6 Business Intelligence & Reporting Functionality**

The Business Intelligence & Reporting Module is expected to have the following functionalities:

- 3.1.6.1 The BI Functionality must provide the full contract and project monitoring functionality
- 3.1.6.2 The BI Functionality must provide one-stop functionality for all the integrated reporting from all the integrated modules (both customized and standard)
- 3.1.6.3 The BI functionality must allow customized database queries for reporting purposes

**Kindly note that additional information on the system and workflows is included in the annexures.**

### **3.1.7 Human Resources Support**

The service provider is expected to provide the following

- 3.1.7.1 Full time dedicated Account / Engagement / Project Manager to oversee the contract for the duration of the contract. The Account / Engagement Manager will also be responsible for the integrated change management throughout the project whenever there is a new change in any of the provided solution
- 3.1.7.2 1x Full time dedicated support consultant for MIS (experienced in SETA business processes)
- 3.1.7.3 A dedicated developer for the MIS solutions (to be accessed anytime as and when required)
- 3.1.7.4 On-going training of all end-users (both internal and external) in accordance with the change management processes
- 3.1.7.5 Provision of refresher training on yearly basis from year 2 to year 5
- 3.1.7.6 System administrative skills transfer to the BANKSETA ICT department users

### **3.1.8 Overview of the Existing Management Information System (MIS)**

The BANKSETA co-owns the existing Management Information System (MIS) with RemoteNet. The BANKSETA existing Management Information System has five (5) modules and a total of fifty-three (53) submodules for management of the activities associated with education and training authority.

The service provider is expected to migrate data from the existing MIS.

**The MIS application modules are as follows:**

**a. Skills Planning**

The module retains employer records together with their annual Workplace Skills Plan (WSP) and Annual Training Report (ATR) submissions. These records enable the entity to establish training trends as well as needs which ultimately lead to the production of a Sector Skills Plan (SSP) generated from the data maintained on the system.

<b>FUNCTIONALITIES UNDER SKILLS PLANNING MODULE</b>	
1.1	Mandatory Grants Disbursement Approval
1.2	Electronic Funds Transfer (EFT) – Mandatory Grants Disbursement –
1.3	Approval of Bank Account Changed
1. 1.4	Mandatory Grants Claims – Manual Approval Processing
1.5	Employer / SDF access and utilize the online submission module
1.6	Approval of SDF appointment
1.7	Evaluate WSP/WSS/ATR submissions
1.8	Manage extensions
2. 1.9	Preapprove submissions
1.10	Final Approve Submissions
3. 1.11	Individual/Bulk notification to SDFs
4. 1.12	Record/load SSP into MIS
5. 1.13	Update/manage the SSP management console

**b. Quality Assurance Body Module (Previously known as the ETQA module)**

Whilst retaining learner data (incorporating detailed tracking and tracing for each learner relating to their qualifications progress and employment), the module also assists the user with the management of training providers, assessors, and moderators (e.g., accreditation status, accreditation expiry, etc.). This module includes the necessary functionality to affect the bi-annual NLRD data loads.

<b>Main/Sub Key Section in module (ETQA/Quality assurance)</b>
2.1 Manage / Update Qualifications, skills programmes and unit standards
2.2 Manage / Update accreditation of primary and secondary training providers
Manage / Update Assessor registration.
Manage / Update Moderator registration.
Endorse learner achievement
Manage the certification process
Module for receiving bulk data from providers via their own systems
Provider Dataloads Module
Provider online LMS system (PSP)

<b>Main/Sub Key Section in module (ETQA/Quality assurance)</b>
Apprenticeship module
NLRD upload Module

### c. SDL Levy Management

The comprehensive management of levies is addressed. From levy receipts, to levy apportionment, grant funding availability and right down to maintaining the individual receipts received from each individual employer.

<b>MAIN/SUB KEY SECTION IN MODULE (LEVIES AND GRANTS)</b>
SIC code cluster / Chamber setup and management
SDL management MG grant sweeping, Below threshold allocations, Budget allocation for projects Automation of MG disbursement. SARS reversals SARS adjustments
Process / load DHET levy files
Manage the various scheme year grant apportionment
Manage inter seta transfers
Run and manage levy deposit journals
Run and manage mandatory grants disbursement
Loading and manage EFT payment instruction to the bank
Bank recons on mandatory grants
Stakeholder notification management of payments
SDL reporting
Finance system interface

### d. Discretionary/Pivotal Grants/Project Management

The full cycle of a Discretionary Grant call and/or project is managed by this module once the funding availability has been determined from the Levy Management module whilst the integration with the Skills Planning module provides direction the entity should go to address the scarce skills.

<b>Load/Manage SLA agreement with DHET (Discretionary grants and projects)</b>
Load and manage projects
Projects and budgets
Stakeholder application approval

<b>Load/Manage SLA agreement with DHET (Discretionary grants and projects)</b>
Payment processing criteria management
Record and manage projects
Progress reporting
Invoice management
Invoice/payment progress administration
Finance division interface
SLA/MOU negotiation and approval
Tranche payment condition management
Payment approval management
Bank recon
Commitment scheduling

#### **e. Governance**

It is within this module that the system administrator controls accessibility by the users in accordance with job-specific requirements.

In addition, and included with the Governance module, the MIS is also packed as standard with the following.

Call Centre/Help Desk management module

Meeting management module

Stakeholder liaison module

Reporting and preferred supplier database functions.

#### **MIS system user administration (Governance)**

DMS application in MIS

Meeting management

Preferred supplier database management

Call Centre management

Client liaison management

Each of the five (5) modules of the MIS has a fully functional Document Management System (DMS) incorporated within the solution.

## **4 COMPETENCY AND EXPERTISE REQUIREMENTS**

The service provider is provide evidence of the following.

### **Phase 1:**

4.1 Company Experience

4.2 Key Personnel – Accounts Manager, Developer and MIS Support/ Consultant

BS/2022/RFB476 - Appointment of a Service Provider for provision of Management Information System (MIS) for a period of five (5) years

- 4.3 Project Plan
- 4.4 Reference Letters – with reference to NLRD and SETMIS

## **Phase 2:**

System Demonstration on the following modules:

- 4.5 Mandatory Grants Module - Workplace Skills Plan (WSP)/ Annual Training Reports (ATR)/ Workplace Skills Survey (WSS)
- 4.6 Discretionary Grants Module
- 4.7 Learner Management System (LMS)
- 4.8 Business Intelligence & Reporting Functionality

## **5. DURATION OF THE CONTRACT.**

- 5.1 The contract will be valid from the contract signing date by both parties for a period of five (05) years.
- 5.2 The service provider is required to implement the system within 60 days upon contract signing.

## **6. PRICING STRUCTURE**

***N.B: The Pricing Schedule must be completed as per the attached annexure A. Failure to comply will be disqualified because it will be impractical to compare across all submissions.***

- 6.1 The quoted prices will remain fixed for the particular year indicated for the duration of the contract.
- 6.2 The attached pricing sheets (Appendix A) must be completed in full. The BANKSETA will not entertain pricing adjustments after the signing of contract, and it is therefore important that all pricing elements are disclosed.
- 6.3 Sufficient detail should be included to enable the BANKSETA to fully understand the make-up of the overall pricing.
- 6.4 All pricing assumptions, excluded costs and estimated costs must be clearly documented. The BANKSETA assumes that the pricing document as supplied is complete and covers all costs associated with this project.

## **7. SUBMISSION REQUIREMENTS**

- 7.1 All submissions should be delivered in individual envelopes as per clause 7.4.
- 7.2 Respondents should take particular care to ensure that there is no discrepancies between all submissions presented to the BANKSETA.

- 7.3 The BANKSETA reserves the right to reject any submissions if there are discrepancies identified in the submissions thereto.
- 7.4 Document must be submitted as follows:  
One hardcopy must be the original submission, clearly marked "Original" and one (1) copied version of the original and a soft (electronic) copy (preferably to be memory stick).
- 7.4.1 An Envelope 1 – Original
- 7.4.2 B Envelope 2 – Hard Copy of the original document and 1 Soft copy (on USB)
- 7.4.3 C Envelope 3 – **Pricing and SBD1** – (invitation to bid) together with Valid BBEEE certificate. Service Providers should provide an ICT sector code BBEE certificate or ICT sector code sworn Affidavit.
- 7.4.4 Each individual envelope must be clearly marked with the following information:  
Description of the Submission: **Appointment of a Service Provider for provision of Management of Information System for a period of five (5) year**  
Submission Bid Number: **BS/2022/RFB476**
- 7.5 Submissions that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted.
- 7.6 All submissions received by BANKSETA will become the property of the BANKSETA and will not be returned to the respondent.
- 7.7 The submissions must be inserted into the SUBMISSION BOX available at the Reception Area of BANKSETA Offices at the following address: -  
Eco Origin Office Park, (Please use **gate 2** to enter the Eco-origins Office Park)  
Block C2, 349 Witch-Hazel Avenue, Eco Park Estate, Highveld, Centurion, 0144

The BANKSETA is situated in a very large office park with security offices at the main gate.  
**Please allow at least 30 minutes to clear security and navigate through the office park.**



7.8 NB: The Service provider is required to sign a register on their submission.

7.9 Unsuccessful bidders will be informed in writing when the process is concluded.

7.10 A tender will be considered late if received after the specified date and time.

Service providers are therefore strongly advised to ensure that Tenders be despatched allowing enough time for any unforeseen events that delay the delivery of the Tender.

## 8. ENQUIRIES/COMMUNICATION

8.1 *Contact person for enquiries regarding the tender document:*

Ms Yolanda Mutheiwana

Title: Specialist: Supply Chain Management Unit

8.2 Bidders who wish to attend virtual briefing session should indicate in writing within a week after advertising date by emailing:

Email: [yolandam@bankseta.org.za](mailto:yolandam@bankseta.org.za) copy [scm@bankseta.org.za](mailto:scm@bankseta.org.za)

8.3 All clarifications or enquiries must be made in writing and received by the BANKSETA at least 14 days before the closing date of the Tender. Telephonic requests for clarification will not be accepted.

8.4 All questions received after the non-compulsory briefing session and the BANKSETA's answers will be updated on the BANKSETA website under the tender for all service providers' information.

Kindly check BANKSETA's website for this information before finalisation of your bid.

Should your questions not be included on the website kindly escalate this matter to [Rapulas@bankseta.org.za](mailto:Rapulas@bankseta.org.za) and [Beaulad@bankseta.org.za](mailto:Beaulad@bankseta.org.za) at least 7 days before the tender closes.

## RFB TIMELINES

Activity	Time	Date
Non-compulsory Virtual Briefing  Bidders who wish to attend the online briefing session should indicate in writing within a week after advertising date.	11:00	07 October 2022
Final questions and answers emailed to BANKSETA. Responses will be published on the website under the tender,	TBA	10 October 2022
<b>Closing date</b>	<b>11h00</b>	24 October 2022
Tender evaluation,	TBA	Within 6 weeks
Presentations by service provider meeting the threshold of 70 points under phase 1 of technical evaluations	TBA	Made post evaluations
Clarification presentations by Service Providers if required/ Due Diligence	TBA	TBA
Provisional Contract Award	TBA	Mid December 2022
Contract Signatures	TBA	20 December 2022

## 9. TENDER EVALUATION/ADJUDICATION

Bids will be evaluated in four phases:

- 9.1 Phase 1 - Compliance/eligibility evaluation (Bids that do not pass the compliance eligibility evaluation will be disqualified from participating in the next evaluation)
- 9.2 Phase 2 - Technical/Functionality evaluation (Bids that do not meet the minimum threshold indicated in clause 12 will not participate in the phase 3 I evaluation)
- 9.3 Phase 3– Presentations and System Demonstrations,
- 9.4 Phase 4 Price and BBBEE preference points evaluation. Service Providers should provide an ICT sector code BBBEE certificate or ICT sector code sworn Affidavit. (Winning Bidder will be appointed on the highest scores).

## **10. COMPLIANCE STATUS**

- 10.1 The service provider should be registered on the Central Supplier Database (CSD) maintained by the National Treasury and accessible on [www.treasury.gov.za](http://www.treasury.gov.za)
- 10.2 The BANKSETA, before making an award, shall check on the central supplier database (CSD) whether;
- (a) the bidder's tax status is compliant.
  - (b) the bidder or any of its directors are not listed / indicated as restricted from doing business with the public sector, and/or persons prohibited, and
  - (c) the bidders, its directors or management are not employees of the state and have no conflict of interest in the BANKSETA, or if a director is an employee of the state, they have written authority to do work with the state as required by legislation.
- 10.3 The BANKSETA will not award any bids to service providers who do not comply with the above

## **11. Compliance/Eligibility Evaluation**

Respondents who do not meet the requirements below **will be** immediately disqualified.

***NB: (For Joint Venture (JV) submissions each partner to the JV must submit all documents listed below and the JV agreement).***

N.B All relevant forms/documents as prescribed by the PFMA Regulation: Framework for Supply Chain Management accompanying this document must be completed in full and signed where applicable by a duly authorized official of the primary contractor / bidder.

NB: Failure to submit the items listed below will result in the bid being immediately disqualified.

Item	Description
1	Submission of proposal document(response document) and pricing schedule – Annexure A
2	Submission of the following fully completed and signed returnable documents: <ul style="list-style-type: none"><li>- SBD 1 Invitation to submission</li><li>- SBD 4 Declaration of interest</li><li>- SBD 6.1 Preference points claim form in terms of the preferential procurement regulations 2017</li></ul>
3	Special Conditions that the bidder needs to accept by signing the last page and submit.
4	Submission of the service provider's Central Supplier Database report
5	Proof of valid ownership of the system or valid partnership/agreement/contract with the system owner.  Where the service provider has developed the programme themselves a signed letter explaining this may be accepted as proof of valid ownership.

## 12. FUNCTIONAL/TECHNICAL EVALUATION – PHASE 2

CRITERIA	SUB-CRITERION WEIGHTING/ PERCENTAGE	WEIGHT /PERCENTAGE
<b>1. Company Experience</b>		<b>30</b>
<p>The company should have at least 3 years' experience in the provision, management and/or maintenance of the MIS solution it is proposing: (The company must submit a verifiable company profile indicating the number of years with relevant experience in the MIS, the company year of establishment may also be verified)</p> <p><b>On evaluation, the BANKSETA will award points as follows:</b></p> <ul style="list-style-type: none"> <li>(a) 5 years or more experience in providing MIS= 5 Points</li> <li>(b) 3 Years to less than 5 years' experience in providing MIS = 3 Points</li> <li>(c) Less than 3 years' experience in providing MIS = 0 point</li> </ul>		
<b>2. Project Plan</b>		<b>10</b>
<p>The bidders should submit the following Plan which includes clear timelines:</p> <ul style="list-style-type: none"> <li>(a) Initiation</li> <li>(b) Planning</li> <li>(c) Execution</li> <li>(d) Monitoring and Evaluation (M&amp;E)</li> <li>(e) Closure</li> </ul> <p><b>On evaluation, the BANKSETA will award points as follows:</b></p> <ul style="list-style-type: none"> <li>(a) Initiation = 1 point</li> <li>(b) Planning = 1 point</li> <li>(c) Execution = 1 point</li> <li>(d) Monitoring and Evaluation (M&amp;E) = 1 point</li> <li>(e) Closure = 1 point</li> <li>(f) No project plan = 0 points</li> </ul> <p>Project plan must be aligned to the timeframe of implementation within 60 days on as outlined in section 5</p>		
<b>3. Track record of the bidder (Reference Letters)</b>		<b>30</b>
<p>The bidder should provide 3 formal contactable reference letters from clients where it has previously implemented or is currently implementing an MIS solution successfully. The MIS should include NLRD and SETMIS submission.</p> <p>The reference letters should</p> <ul style="list-style-type: none"> <li>- Be on the client's letterhead,</li> <li>- Be signed and dated,</li> </ul>		

<ul style="list-style-type: none"> <li>- Indicate the work done, BANKSETA is looking for references for work done that covers provision of a MIS that includes NLRD and SETMIS submission capabilities.</li> <li>- Indicate the year the work was/is being done, (please note that the work should have been done within five (5) years from the tender closing date – from October 2017 to date</li> <li>- Show the client contact details (being the contact's name, phone and/or email address)</li> </ul> <p><b>On evaluation, the BANKSETA will award points as follows:</b></p> <ul style="list-style-type: none"> <li>(a) 3 relevant Reference letters = 5 points</li> <li>(b) 2 relevant Reference letters = 3 points</li> <li>(c) 1 relevant References letter = 1 point</li> <li>(d) No relevant Reference letters = 0 Points</li> </ul>		
<b>4. Key Personnel (EXPERIENCE and QUALIFICATIONS)</b>		<b>30</b>
<p>The service provider should provide CVs for its team members as detailed below to show their experience and qualifications</p> <p>The criteria for evaluation of each team member are indicated per the sub-criteria below</p>		
<b>Sub criterion 4.1 Accounts Manager Experience and Qualifications</b>	<b>10</b>	
<p>The Account Manager should have at least 3 years IT experience in implementation and / or development of information systems.</p> <p>Degree or higher in Information Systems / Information Technology / Informatics from an accredited training institution, e.g., South African Qualifications Authority (SAQA), CHE, QCTO</p> <p>Bidder to submit a CV and copies of relevant qualifications (Failing to provide both the qualifications and CV will result in no points being allocated)</p> <p><b>On evaluation, the BANKSETA will award points as follows:</b></p> <ul style="list-style-type: none"> <li>(a) Degree or higher with CV and 5 Years or more IT experience= 5 points</li> <li>(b) Degree or higher with CV and 4 Years to less than 5 years IT experience= 4 points</li> <li>(c) Degree or higher with CV and 3 Years to less than 4 years' IT experience = 3 points</li> <li>(d) Degree or higher with CV and less than 3 Years IT experience = 0 points</li> <li>(e) No Degree or higher with CV regardless of IT experience = 0 points</li> </ul>		
<b>Sub criterion 4.2 Developer experience and Qualifications</b>	<b>10</b>	

<p>The Developer should have at least 3 years' experience in systems / solutions implementation and / or development Certificate or higher in Information Systems / Information Technology / Informatics from an accredited training institution, e.g., SAQA, CHE, QCTO</p> <p>Bidder to submit a CV and copies of relevant qualifications. (Failing to provide both the qualifications and CV will result in no points being allocated)</p> <p><b>On evaluation, the BANKSETA will award points as follows:</b></p> <ul style="list-style-type: none"> <li>a) Certificate or higher with CV and 5 Years or more experience= 5 points</li> <li>b) Certificate or higher with CV and 4 Years to less than 5 years' experience = 4 points</li> <li>c) Certificate or higher with CV and 3 Years to less than 4 years' experience = 3 points</li> <li>d) Certificate or higher with CV and less than 3 Years' experience = 0 points</li> <li>e) No Certificate or higher with CV regardless of experience = 0 points</li> </ul>		
<b>Sub criterion 4.3 MIS Support/Consultant Experience and Qualifications</b>	<b>10</b>	
<p>The MIS support/Consultant should have at least 3 years' experience in systems development, implementation, support and maintenance Certificate or higher in Information Systems / Information Technology / Informatics from an accredited training institution, e.g., SAQA, CHE, QCTO</p> <p>Bidder to submit a CV and copies of qualifications (Failing to provide both the qualifications and CV will result in no points being allocated)</p> <p><b>On evaluation, the BANKSETA will award points as follows:</b></p> <ul style="list-style-type: none"> <li>a) Certificate or higher with CV and 5 Years or more experience= 5 points</li> <li>b) Certificate or higher with CV and 4 Years to less than 5 years' experience = 4 points</li> <li>c) Certificate or higher with CV and 3 Years to less than 4 years' experience = 3 points</li> <li>d) Certificate or higher with CV and less than 3 Years' experience = 0 points</li> <li>e) No Certificate or higher with CV regardless of experience = 0 points</li> </ul>		
<b>TOTAL WEIGHTING</b>		<b>100</b>
<b>MINIMUM WEIGHTING THRESHOLD TO PASS TECHNICAL/FUNCTIONAL EVALUATION</b>		<b>70</b>

The minimum weighting threshold for technical / functional evaluation is 70%. Any bidder scoring less than 70% or 70 weight will be disqualified from further evaluation and will be disqualified from System demonstration -phase 3 evaluation

Bidders who score 70 points or higher will be further evaluated on phase 3 – System demonstration  
BS/2022/RFB476 - Appointment of a Service Provider for provision of Management Information System (MIS) for a period of five (5) years

**13. SYSTEM DEMONSTRATION ON THE FOLLOWING MODULES: – PHASE 3**

The bidder will be expected to do a demonstration/presentation of the functionalities for the BANKSETA to demonstrate the systems capabilities below. The demonstration/presentation should showcase the capability and in particular how well the system will meet the requirements of this TOR 3.1.2,3.1.3,3.1.4 and 3.1.6.

The demonstration/presentations will be in person at BANKSETA's offices and be recorded.

The service provider must have its MIS system ready to be able to demonstrate its functionalities to the BANKSETA on closing of the tender.

CRITERIA	WEIGHTS/PERCENTAGE
<b>1. Mandatory Grants Module - Workplace Skills Plan (WSP)/ Annual Training Reports (ATR)/ Workplace Skills Survey (WSS)</b>	<b>25</b>
(a) Full Mandatory Grant Process functionality (addition of new and renewal of Skills Development Facilitators (SDFs), Update of new or transferred employers from South African Revenue Services (SARS) database, creation of non-levy paying organizations (N-number companies) = 1 point (b) Capturing, bulk uploads, and submission of the mandatory grants (WSP/ATRs/WSS) = 1 point (c) Evaluation and approval or rejection of submitted WSP/ATR/WSS = 1 point (d) Logging of submission extension requests and appeals = 1 point (e) The module must have full workflows and notification processes (emails and letter generation services) = 1 point	
<b>2. Discretionary Grants Module</b>	<b>25</b>

<p>(a) Full discretionary grant management process for both normal Discretionary and Flagship projects (online registration for new and renewal of DG module User process (with full evaluation, workflow and notification process), application process for discretionary or flagship projects, full evaluation process (checking, verification and final decision process), awarding and contracting (in terms of BANKSETA's contracting requirements) = 1 point</p> <p>(b) Must allow for Funding model Creation and approval process = 1 point</p> <p>(c) Must allow for Annual Performance Plan (APP) indicator and target creation and allocation functionality with linkage to funding model = 1 point</p> <p>(d) Full integration (back-to-back) with the Financial System/s for Project set up of approved projects as per the final approved Discretionary grant award list, linkage of projects to commitment register as well as grant and claims payment processing for all approved documents = 1 point</p> <p>(e) The module must have full workflows and notification processes (emails and letter generating services) = 1 point</p>	
<p><b>3. Learner Management System (LMS)</b></p>	<p><b>30</b></p>
<p>(a) Online registration functionality for the providers, subject matter experts, assessors and moderators (includes application, both automated and manual allocation to evaluator, evaluation, sending feedback, issuing approval letters and uploading of documents) = 1 Point</p> <p>(b) Full learner registration management and certification value chain = 1 Point</p> <p>(c) Full ETQA functionality (Training provider accreditation, assessor and moderator applications, application for approval of learning material, workplace approval applications, Internal Moderation, external moderation, quality assurance, assessment, certification, etc.) = 1 Point</p> <p>(d) Online functionality on registration of skills programmes = 1 Point</p>	

(e) The LMS should be able to interface with the National Learner Records Database (NLRD) under Quality Council for Trades Occupation (QCTO) = 1 Point	
<b>4. Business Intelligence (BI) &amp; Reporting Functionality</b>	<b>20</b>
(a) The BI Functionality must provide the full contract and project monitoring functionality = 2 points (b) The BI Functionality must provide one-stop functionality for all the integrated reporting from all the integrated modules (both customized and standard) = 2 points (c) The BI functionality must allow customized database queries for reporting purposes = 1 point	
<b>TOTAL WEIGHTING</b>	<b>100</b>
<b>MINIMUM WEIGHTING THRESHOLD TO PASS SYSTEM DEMONSTRATION</b>	<b>70</b>

During the system demonstration the BANKSETA will ask questions based on the scope of work

Any proposals not meeting a minimum total weight threshold of 70 **percentage** or 70 weighting on system demonstration evaluation will not participate in the price/preference points evaluation.

#### 14. EVALUATION OF TECHINCIACL/FUNCTIONAL AND DEMONSTRATIONS PHASES

**14.1.** Functionality/technical evaluation and demonstrations evaluation will be evaluated using the following formula for each criterion or sub-criterion

$$Pf = (So/Ms) \times Ap$$

Where:

- Pf – is the percentage/weighting scored for functionality for that criterion or sub-criterion under consideration.
- So – is the total score evaluated by BANKSETA for the criterion or sub-criterion under consideration.
- Ap – is the percentage allocated for functionality or demonstration for the criterion or sub-criterion.
- Ms – is the maximum score possible per each criterion or sub-criterion.

- 14.2 Each technical /functional and demonstration evaluation criterion and sub-criterion shows how it will be evaluated out of a maximum of 5 points. i.e Ms =5 points
- 14.3 The points evaluated per criterion/sub-criterion by BANKSETA is divided by 5 and then multiplied by the weighting of the criterion/sub-criterion to arrive at the percentage for that criterion/sub-criterion
- 14.4 The BANKSETA will add the percentages scores calculated for each criterion or sub-criterion to arrive at the final total technical/functional percentage or weight.
- 14.5 Any proposals not meeting a minimum total weight threshold of 70 **percentage** or 70 weighting on system demonstration will not participate in the price/preference points evaluation.
- 14.6 A bid must reach the 70% threshold for both the technical/functionality evaluation -phase 2 and the demonstration evaluation phase 3 to participate in the price/preference points evaluation.

## 15. PRICE AND PREFERENCE POINTS EVALUATION

The tender will be evaluated using the following price/preference points principle:

Price	BBEEE Preference points	Total Points
80	20	100

Pricing will be evaluated using the following formula:

### 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price using the formula:

**80/20**

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

**Where**

**Ps** = Points scored for price of bid under consideration.

**Pt** = Price of bid under consideration.

**Pmin** = Price of lowest acceptable bid.

## 16. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

- 16.1 The points scored by a bidder in respect of the B-BBEE. contribution will be added to the points scored for price to arrive at the overall score. Service Providers should provide an ICT sector code BBEE certificate or ICT sector code sworn Affidavit.
- 16.2 Points will be rounded off to the nearest 2 decimals.
- 16.3 If two or more tenders have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals or B-BBEE contribution.

## **17. TENDER CONDITIONS**

- 17.1 BANKSETA reserves the right to withdraw or amend terms of reference by notice in writing by advertising in the media in which the tender was originally advertised prior to the closing date.
- 17.2 BANKSETA reserves the right not to award or partially award this tender.
- 17.3 The cost of preparing the applications will not be reimbursed.
- 17.4 BANKSETA reserves the right to verify the information submitted and request for further information during evaluation of the proposal.
- 17.5 BANKSETA shall not be liable for any direct, indirect, consequential, or other losses or damages including loss of profit that may be incurred by any person including, but not limited to, an Applicant, Short Listed Applicant or Successful Applicant, or any director, officer, or associated company thereof, as a result of any reliance on or use of information supplied in response to this tender or as a result of the tender process contemplated in this tender document.
- 17.6 BANKSETA makes no representations, undertakings, or warranties whatsoever to any person in respect of the tender or any information contained in the tender.
- 17.7 This tender is confidential and proprietary to BANKSETA and may not be used, reused, copied, or distributed for any purpose, other than in relation to the tender process, without BANKSETA's BS/2022/RFB476 - Appointment of a Service Provider for provision of Management Information System (MIS) for a period of five (5) years

prior written consent.

17.8 The BANKSETA shall transfer all risk to the service provider should there be any data breach on Personal Information of BANKSETA employees or stakeholder processed and stored in the environment of the service provider.

17.9 The service provider is required to migrate all BANKSETA data in a readable format of (i) text file, 'spreadsheet (Microsoft excel) and database file formats (Microsoft Access) or equivalent and submit such file together with the full backup of the BANKSETA data on the day following contract expiry.

## **18. REVIEW PROCESS**

18.1 In order to evaluate and adjudicate proposals effectively, it is imperative that applicants submit responsive applications. To ensure an application will be regarded as responsive it is imperative to comply with all conditions pertaining to the application and to complete all the mandatory fields and questionnaires.

18.2 All applications duly lodged as per the submission requirements will be evaluated in accordance with the stipulated evaluation criteria.

18.3 All proposals will go through Evaluation Committee for evaluation on functionality

18.4 The proposals from the tender evaluation committee will be tabled before the Bid Adjudication Committee (BAC).

18.5 The validity period of proposals **is 150 days** after closing.

## **19. REASONS FOR REJECTION**

19.1 Applicants shall not contact BANKSETA on any matter pertaining to the application from the time the application is closed to the time the application has been adjudicated. The results of the Tender will be published by the BANKSETA on portal any other platform which was advertised. Any effort by an applicant to influence the evaluation, application comparisons or application award decisions in any matter, may result in rejection of the applicant concerned.

19.2 BANKSETA shall reject a submission if the applicant has committed a proven corrupt or fraudulent act in competing for a particular contract.

## **20 JOINT VENTURE**

20.1 In the case of a Joint Venture, the following will be Applicable:

20.2 Each JV Member must have a valid Tax Clearance pin issued by SARS; or CSD report showing tax status.

- 20.3. Submission of a signed Joint Venture Agreement by the JV Partners and attached to this tender document; and
- 20.4 Submission of a Joint Venture BBBEE Rating Certificate. Service Providers should provide an ICT sector code BBBEE certificate or ICT sector code sworn Affidavit.

## **21 POPIA**

The Protection of Personal Information Act, (“POPIA”) includes the right to protection against unlawful collection, retention, dissemination and use of personal information. BANKSETA complies with POPIA in collecting, processing and distributing of Personal Information, which include cooperation with the Regulator as provided for in the act”.

## SBD 1

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BANKSETA</b>					
BID NUMBER:	<b>BS/2022/RFB476</b>	CLOSING DATE:	<b>24 October 2022</b>	CLOSING TIME:	<b>11:00am</b>
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF MANAGEMENT INFORMATION SYSTEM (MIS) FOR A PERIOD OF FIVE (5) YEARS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>Eco Origin Office Park, Block C2, 349 Witch-hazel Avenue, Eco Park Estate, Highveld, Centurion,</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		<b>OR</b>	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	BANKSETA	CONTACT PERSON	
CONTACT PERSON	Ms Yolanda Mutheiwana	TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS	yolandam@bankseta.org.za		

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

---

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

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 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.

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

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

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

### 8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty)

Limited

[TICK  
APPLICABLE  
BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

### 8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.[TICK APPLICABLE BOX]

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

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

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

WITNESSES

- 1. ....
- 2. ....

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

DATE: .....

ADDRESS .....

.....

.....

# SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO COMPLY WITH.

NB: Complete only the part which is applicable for this tender.

SPECIAL CONDITIONS		CONFIRMATION		
		Yes	No	If no, indicate deviation
<b>1</b>	<b>GENERAL</b>			
1.1	<p>Respondents must indicate compliance or noncompliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant special conditions by marking the YES box and noncompliance by marking the NO box. The bidder must clearly state if a deviation from these special conditions are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Responses not completed in this manner may be considered incomplete and rejected. Answering questions or supplying detail by referring to other sections will not be accepted.</p> <p>Should respondents fail to indicate agreement/compliance or otherwise, BANKSETA will assume that the respondents is <b>not</b> in compliance or agreement with the statement(s) as specified in this request for quotation.</p>			
<b>2</b>	<b>THE SPECIAL CONDITIONS OF REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT</b>			
		Yes	No	If no, indicate deviation
2.1	Special Conditions of Request for Quotation, Request for Bid and Contract has been noted.			
<b>3</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>			
		Yes	No	If no, indicate deviation
3.1	The General Conditions of Contract must be accepted by signing the last page of this document.			
<b>4</b>	<b>ADDITIONAL INFORMATION REQUIREMENTS</b>			

		Yes	No	If no, indicate deviation
4.1	During evaluation of the responses, additional information may be requested in writing from respondents. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your response being disregarded.			
5	<b>VENDOR INFORMATION</b>	Yes	No	If no, indicate deviation
5.1	<b>Vendor are encouraged to register on the Central Supplier Database (CSD) as an award cannot be made to a vendor who is not registered and tax compliant on CSD.</b>			

6	<b>CONFIDENTIALITY</b>			
		Yes	No	If no, indicate deviation
6.1	The response and all information in connection therewith shall be held in strict confidence by respondents and usage of such information shall be limited to the preparation of the response. Respondents shall undertake to limit the number of copies of this document.			
6.2	All respondents are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding BANKSETA or of its activities to any other organisation or individual. The respondents may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate.			
7	<b>INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT (Only applicable to services requiring IP)</b>			
7.1	Copyright of all documentation relating to this contract belongs to the client. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.			

7.2	All the intellectual property rights arising from the execution of this contract shall vest in BANKSETA who shall be entitled to cede and assign such to the Department of Higher Education and Training (DHET) and the contractor undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.			
7.3	In the event that the contractor or any project team member would like to use information or data generated by the project, for academic or any other purpose, prior written permission must be obtained from the client. Such permission will not be unreasonably withheld and if it is withheld, written reasons will be provided.			
7.4	BANKSETA shall own all deliverables produced by the Contractor during the course of, or as part of the contract whether capable of being copyrighted or not ("IP") and which are or may become eligible for copyright under the laws of the Republic of South Africa and which relates to the contract or which arises directly from this contract. This IP BANKSETA shall be entitled to freely cede and assign to the Department of Higher Education and Training. No other document needs to be executed to give effect to this session, assignment or transfer.			
7.5	The provisions of this clause 7 shall only apply to such IP that is created during the course and scope in terms of this contract.			
7.6	The contractor assigns to BANKSETA or the Department of Higher Education and Training, as BANKSETA directs, the rights conferred upon itself as author by section 20(1) of the Copyright Act, No 98 of 1978, as amended.			
7.7	The Contractor acknowledges and agrees that each provision of clause 7 is separate, severally and separately enforceable from any other provisions of this contract.			

7.8	The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this contract.			
7.9	This contract contains various stipulatio alteri in favour of the Department of Higher Education and Training, which rights shall continue in effect after termination of this contract, and which rights can be exercised and enforced at any time by the Department of Higher Education and Training.			
7.10	This clause 7 shall survive termination of this contract.			
<b>8</b>	<b>NON-COMPLIANCE WITH DELIVERY TERMS</b>			
		<b>Yes</b>	<b>No</b>	<b>If no, indicate deviation</b>
8.1	As soon as it becomes known to the contractor that he/she will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified, BANKSETA must be given immediate written notice to this effect.			

<b>9</b>	<b>WARRANTS and PAYMENTS</b>			
		<b>Yes</b>	<b>No</b>	<b>If no, indicate deviation</b>
9.1	The Contractor warrants that it is able to conclude this agreement to the satisfaction of the BANKSETA.			
9.2	The successful respondent IS NOT required to furnish to the purchaser a performance security.			
9.3	Although the contractor will be entitled to provide services to persons other than BANKSETA, the contractor shall not without the prior written consent of BANKSETA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide Services.			
9.4	The BANKSETA will pay the contractor the fee as set out in the final contract. No additional amounts will be payable by the BANKSETA to the contractor.			

9.5	The Contractor shall from time to time during the currency of the contract, invoice the BANKSETA for the services rendered. No payment will be made to the contractor unless an invoice complying with section 20 of the VAT act No 89 of 1991 has been submitted to the BANKSETA.			
9.6	Payment shall be made into the contractor's bank account normally 30 days after the receipt of an acceptable and valid invoice. Banking details must be submitted with the contractor's first invoice. Proof of the banking details will be accepted in the following forms: <input type="checkbox"/> Copy of a cancelled cheque; <input type="checkbox"/> Letter from bank; <input type="checkbox"/> Statement.			
9.7	The contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT or other monies required to be paid in terms of applicable law.			

9.8	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.			
<b>10</b>	<b>PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>			
		<b>Yes</b>	<b>No</b>	<b>If no, indicate deviation</b>
10.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof .			
10.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.			
<b>11</b>	<b>RETENTION</b>			
		<b>Yes</b>	<b>No</b>	<b>If no, indicate deviation</b>

11.1	On termination of this agreement, the contractor shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to BANKSETA.			
11.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of this requirement shall be in writing			
<b>12</b>	<b>Dispute Resolution</b>			
		<b>Yes</b>	<b>No</b>	<b>If no, indicate deviation</b>
12.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.			
12.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of his			

	intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. Such notice shall be in English.			
12.3	Notice of intention to commence with mediation shall be writing, in the English language, and served on the other party either personally, by facsimile or electronic mail.			
12.4	If the parties are unable to agree on a mediator or to resolve any disputes by way of mediation within 14 days (fourteen days) of any party requesting in writing that the dispute be resolved by mediation, it may be settled in a South African court of law.			
12.5	All disputes shall be referred to mediation with an AFSA accredited and appointed mediator in accordance with the then current rules of the Arbitration Foundation of Southern Africa or its successor.			

12.6	Notwithstanding any reference to mediation and/or court proceedings herein,  (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier			
13	<b>FORMAT OF REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT</b>			
		<b>Yes</b>	<b>No</b>	<b>If no, indicate deviation</b>
13.1	Respondents must complete all the necessary quotation documents and undertakings required in this quotation document. Respondents are advised that their responses should be concise, written in plain English and simply presented. Respondents are to set out their quotation in the format prescribed in the RFQ/RFB documents:			
13.2	Respondents must complete and return Special Conditions of Contract.			

<div style="border-bottom: 1px solid black; margin-bottom: 10px; width: 80%; margin-left: 0;"></div> <div style="text-align: center;">NAME OF BIDDER</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; width: 80%; margin-left: 0;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; width: 80%; margin-left: 0;"></div> <div style="text-align: center;">SIGNATURE</div>	<div style="text-align: center; height: 100px;">DATE</div>
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