



REQUEST FOR BID PROFESSIONAL SERVICES

BID NUMBER: BS/2022/RFB467

Advert Date: 19 September 2022

Closing Date: 25 October 2022

Closing Time: 11:00 hours

DESCRIPTION: APPOINTMENT OF A TRAINING PROVIDER LOCATED IN SOUTH AFRICA TO IMPLEMENT ICT SKILLS PROGRAMMES TO TRAIN UNEMPLOYED POST MATRIC LEARNERS WITH DISABILITIES

NON-COMPULSORY, VIRTUAL/ONLINE BRIEFING SESSION:

26 September 2022

11:00 hours

Microsoft Teams
Virtual link to be emailed to interested training providers

Email

Yolandam@bankseta.org.za

Respondent details

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

Company Name:				
Completed by:				
Company Postal address				
Email:				
Telephone:				
Mobile number:				
Date:				
Original copy of documents or copy - Mark with X	ORIGINAL		COPY	

BS/2022/RFB467 - APPOINTMENT OF A TRAINING PROVIDER LOCATED IN SOUTH AFRICA TO IMPLEMENT ICT SKILLS PROGRAMMES TO TRAIN UNEMPLOYED POST MATRIC LEARNERS WITH DISABILITIES

1. BANKSETA BACKGROUND

The Banking Sector Education and Training Authority (BANKSETA) 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 and refer to the 2020/21 annual report under Media Center/publications.

2. BACKGROUND OF THE PROJECT

The BANKSETA seeks to appoint a suitably qualified and experienced training provider located in South Africa to implement the BANKSETA's skills programme on Information Communication Technology (ICT) for 350 unemployed post matric learners with disabilities.

This programme is aimed specifically at unemployed post matric learners with disabilities that have an aptitude for ICT so that they may obtain a relevant qualification thus increase opportunities of being employable in the broader banking and alternative banking sector. The training structure of the programme incorporates contact and online sessions.

The project will deliver three (3) core skills-programmes, namely, software developer, application developer and cyber security. These skills-programmes are embedded or linked to registered qualification National Certificate: Information Technology (systems development NQF Level 5 ID: 48872). The project will further implement two (2) learning exits programmes namely, work integrated learning and entrepreneurial skills at the end of training which should not be more than 8 weeks. The training structure will take the following format:

Core skills programmes	Duration
Software developer	6 months
Application developer	
Cyber security	
Short exit programmes	Duration
Work-integrated learning	6 weeks
Entrepreneurial skills	2 weeks

The focus is primarily on digitalisation as a driver of scarce and critical skills for the broader banking and alternative banking sector, with a niche emphasis on specific digital skills. The overarching objective is to empower the youth with current and relevant digital skills of the future that are suitable to our broader banking sector.

The project is earmarked to benefit a total of 350 unemployed post matric learners with disabilities. The learners will receive certificates of competence at the end of training programme.

The programme will be implemented in all nine (9) provinces:

- Limpopo Province
- Free State Province
- Eastern Cape Province
- Mpumalanga Province
- Northern Cape Province
- Gauteng Province
- Western Cape Province
- Kwa-Zulu Natal Province
- Northwest Province

3. PURPOSE AND OBJECTIVES OF THE PROJECT

3.1 The service provider should be suitably experienced and accredited by a relevant accreditation institution to offer the three (3) proposed core skills programmes in Information and Communication Technology (ICT):

- Software Development.
- Applications Developer.
- Cyber Security.

3.2 The service provider is expected to develop and utilise their own curriculum for the three (3) above mentioned core skills

3.3 It is anticipated that the skills programme will take a blended learning approach, in that it will have both contact and online training sessions with a fifty percent (50%) split for each training approach.

3.4 The project includes short learning exit programmes in the form of work-readiness programme and entrepreneurial skills programme. It must be noted that the BANKSETA will make content for work-integrated learning available at no cost to the provider. The provider will be expected to develop and utilise their own content for the entrepreneurial skills exit

programme. The two (2) exit programmes do not need to be bear credits but offered to enrich the beneficiaries with relevant skills at the end of training.

3.5 This ICT skills programme for unemployed post matric learners with disabilities aims to provide youth with different entry levels into the world-of-work by offering them an opportunity to gain critical ICT skills in the broader banking and alternative banking sector.

3.6 This programme is aimed specifically at unemployed post matric learners with disabilities that have an aptitude for ICT, digitalisation, and technological skills for the future.

4. THE PROJECT SHOULD COVER THE FOLLOWING SCOPE OF WORK

In summary the scope of this project involves the following:

- 4.1 The services provider will plan and deliver the skills programmes as outlined on the bid document.
- 4.2 The service provider will be responsible for recruitment and selection of suitable candidates in line with BANKSETA's general guidelines. This includes advertisement, selection, interviews, assessments and contracting.
- 4.3 The service provider must ensure learner registration processes are adhered to as required by SETA.
- 4.4 The service provider should design the programme to include the provision of training and assessments plans that clearly outlines the structure of training delivery.
- 4.5 The service provider should ensure provision of learning tools in the form of tablets (specification provided under 6.3). The learners must have full ownership of the tablets at the end of the programme.
- 4.6 The service provider should ensure adequate learner support by providing Human Resources (HR) / Industrial Relations (IR) functions including processing of payroll, management of leave and general adherence to related legislative requirements i.e., Unemployment Insurance Fund (UIF).
- 4.7 The stipends budget will be held by the BANKSETA and released monthly for the duration of eight (8) months
- 4.8 The stipends amount will be determined by the BANKSETA
- 4.9 The service provider is expected to administer the process of payment of stipends, which will include tracking of learner attendance and monthly attendance reconciliations.
- 4.10 The service provider must adhere to the applicable and relevant TAX legislative requirements when processing leave and payroll.
- 4.11 Under the payroll, tax and unemployment insurance fund (UiF) related activities: the provider must perform the following requirements:
 - Register learners for UIF at the Department of Employment and Labour (DoEL),

- Obtain TAX numbers for each learner on the programme from the South African Revenue Services (SARS) and ensure the learners are registered,
- Upload the learners onto the UIF profile against the service provider's company name and profile,
- Link the appointed learners PAYE number to the service provider profile; and submit the relevant returns and reconciliations to the authorities.

4.12 The service providers should conduct monthly face to face and online mentoring, coaching, and counselling of learners in all matters pertaining to the programme; to provide on-going learner support throughout the programme.

4.13 The service provider should ensure prudent administration of monthly stipends, timely payment of stipends and ensure adequate records are kept of learner attendance.. in accordance with the stringent processes for the learning duration of eight (8) months. IT IS IMPORTANT TO NOTE that the BANKSETA reserves the right to take back the responsibility of this deliverable of learner stipends and payroll management, should the process not be managed effectively.

4.14 The service provider should submit project status reports to the BANKSETA project management team, which will be consolidated and presented at the ongoing monthly project progress meetings this includes progress on learning, mentoring and general progress reports.

4.15 The service provider should ensure provision of a comprehensive close out report including statistics on learner completions and employment after completing the programme.

4.16 The service provider to organise and host of graduation ceremonies, logistical arrangements thereof in consultation with the BANKSETA project team. This includes but not limited to costs pertaining to sourcing venues, academic gowns, transport of BANKSETA marketing collaterals to all graduation venues. The graduation ceremonies will preferably require physical attendance however, provision must be made for online ceremonies.

5 PERFROMANCE INDICATORS

The service provider should ensure that:

- 5.1 The quality and timely delivery of all required tasks as provided for in these terms of reference needs to ensure the successful completion of at least 60% of the learners enrolled on the programme.
- 5.2 The submission of a monthly progress report summarizing the services provided as well as progress made.
- 5.3 Payment of stipends is done on time and issues are resolved timeously
- 5.4 Retention of learners on the programme up to completion.

- 5.5 Replacement of learners who may drop out is done properly and timeously.
- 5.6 The submission of all reports including the final comprehensive report as provided for in these terms of reference.
- 5.7 Hosting of graduation and certification ceremonies at the end of the programme.

6 PROGRAMME REQUIREMENTS

- 6.1 Proof of accreditation as an education and training provider with a relevant accreditation institutions.
- 6.2 The duration of the ICT skills programmes including the exit programmes in the form of work-readiness program with entrepreneurial content must not exceed a period of eight (08) months from appointment date.
- 6.3 To facilitate a blended learning approach, the service provider should have appropriate tools to cater for the requirements of the skills programmes for 350 unemployed post matric learners with disabilities. The online learning should be conducted on a tablet with the following minimum specifications:
 - 10.1" Android Tablet ARM Octa Core
 - CPU: Octa-Core ARM Cortex [™] A55 1.6GHz Mali 400 MP4
 - Graphics: OpenGL
 - Memory: 2 GB RAM
 - Storage: 32 GB
 - Camera: Front 0.3 MP, Rear 2 .0 MP
 - Micro SD: Up to 64 GB.
- 6.4 The assessment process should address all training components and provision should be made for re-assessments of learners who are not yet competent after the first assessments.

The programme requires a standardised curriculum that addresses the following

Skills which the service provider should provide:

- Software Development,
 - Applications developer
 - Cyber security,
- 6.5 The proposal should include a comprehensive outline of the implementation schedule for learning, specific outcomes for each module, details of the materials that will be provided to the learners and details of the learner support mechanisms.
- 6.6 The provider is required to meet all the SETA reporting and audit requirements including but not limited to Department of Higher Education and Training (DHET) reporting, internal and external audit requirements, and attendance of monthly progress meetings.

7 BANKSETA SPECIFIC REQUIREMENTS RELATING TO THE SCOPE OF THE PROJECT

- 7.1 The service provider is expected to be sufficiently resourced in terms of human resource capacity to deliver the programme.
- 7.2 The service provider should adhere to the BANKSETA project timeline.
- 7.3 The service provider must be able to attend meetings, online and in person when required.

8 COMPETENCY AND EXPERTISE REQUIREMENTS

The following minimum criteria apply to any service provider responding to this invitation to submit a proposal and supporting documentation in all evaluation criteria:

- 8.1 The service provider should demonstrate capability to deliver ICT blended training to 350 unemployed post matric learners with disabilities.
- 8.2 The service provider should provide track record of similar work performed in the form of signed reference letters.
- 8.3 The service provider should provide relevant team experience with applicable qualifications.
- 8.4 The service provider should provide a detailed project plan with timelines.
- 8.5 The service provider should demonstrate experience of working with people with disabilities
- 8.6 Provide Learner support.

9 DURATION OF THE CONTRACT

- 9.1 The contract is valid for a period of 12 months starting from the date of signature, (this includes project initiation, execution and close out as well mitigation of risks such as COVID-19 restrictions and regulations)

10 PRICING STRUCTURE

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

Service providers must take note of the following important information with regards to the submission of your quotations:

- 10.1 The quoted prices will remain fixed from the duration of the contract. In the pricing schedule, bidders are required to show all costs related delivery of training. These costs should include the following:

- 10.1.1 Project planning phase
- 10.1.2 Recruitment and screening
- 10.1.3 Delivery of training
- 10.1.4 Assessments
- 10.1.5 Learning Tools (Tablets)

- 10.1.6 Management of monthly stipend and payroll administration
- 10.1.7 Progress reporting
- 10. 1.8 Learner support service
- 10.1.9 Certification and graduations
- 10.1.10 Any other costs that the service provider requires to successfully deliver the programme

10.2 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 in full.

10.3 The pricing sheet all pricing should show VAT separately.

10.4 Sufficient detail should be included to enable the BANKSETA to fully understand the make-up of the overall pricing.

10.5 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.

11 SUBMISSION REQUIREMENTS

All submissions must be delivered in individual envelopes.

11.1 Respondents should take particular care to ensure that there are no discrepancies between all submissions presented to the BANKSETA

11.2 The BANKSETA reserves the right to reject any submissions if there are discrepancies identified in the submissions thereto.

11.3 Document must be submitted as follows.

11.4 One hardcopy must be the original submission, clearly marked "Original" and one (1) copied version of the original and a soft copy (in a USB).

- a) A - Envelope 1 – Original
- b) B - Envelope 2 – Hard Copy of the original document and 1 Soft copy in a memory stick (USB).
- c) C - Envelope 3 – **Pricing (Annexure A) include SBD1** – (invitation to bid)

Each individual envelope must be clearly marked with the following information: Description of the Submission: **APPOINTMENT OF A TRAINING PROVIDER LOCATED IN SOUTH AFRICA TO IMPLEMENT ICT SKILLS PROGRAMMES TO TRAIN UNEMPLOYED POST MATRIC LEARNERS WITH DISABILITIES.**

Submission Bid Number: BS/2022/RFB467

- 11.5 Submissions that are faxed, sent via telex, and/ or electronic mail
- 11.6 delivery will not be accepted.
- 11.7 All submissions received by BANKSETA will become the property of the BANKSETA and will not be returned to the respondent.
- 11.8 The submissions must be inserted into the SUBMISSION BOX. Available at the Reception Area of BANKSETA Offices at the.

Following address: -

**Building C2, Eco Origin Office Park, 349 Witch-Hazel Avenue, Eco
Park Estate, Highveld, Centurion, 0144**

The bidders must use gate 2 to enter the Eco-Origins Office Park. 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.**



- 11.9 NB: Service provider is required to sign a register on their submission
- 11.10 Unsuccessful bidders will be informed in writing when the process is concluded.
- 11.11 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.

12 ENQUIRIES/COMMUNICATION

Contact person for enquiries regarding the tender document:

Ms Yolanda Mutheiwana

Title: Specialist: Supply Chain Management Unit

Email: yolandam@bankseta.org.za

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

Kindly email Ms. Yolanda Mutheiwana on

Email: yolandam@bankseta.org.za

To be sent link for the Non-Compulsory, Virtual/Online Briefing Session

DRAFT RFB TIMELINES

Activity	Time	Date
Non-compulsory, virtual Briefing	11:00	26 September 2022
Final questions and answers emailed to BANKSETA. Responses will be published on the website under the tender,	c.o.b	20 October 2022
Closing date	11h00	25 October 2022
Tender evaluation, Bidder Verification and Due Diligence	c.o.b	25 November 2022
Clarification presentations by Service Providers if required	c.o.b	31 January 2023
Provisional Contract Award	c.o.b	31 March 2023
Contract Signatures	c.o.b	28 April 2023

13 TENDER EVALUATION/ADJUDICATION

Bids will be evaluated in three phases:

- 13.1 Compliance/eligibility evaluation. Bids that do not pass the compliance/eligibility evaluation will be disqualified from participating in the next evaluation stage
- 13.2 Technical/Functionality evaluation. Bids that do not meet the minimum threshold indicated in clause 16 will not participate in the final phase of evaluation Price and BBBEE Evaluation.
- 13.3 Price and BBBEE points evaluation. Bidder will be appointed based on the highest score.

14. COMPLIANCE STATUS

Service providers should be registered on the Central Supplier Database (CSD) operated by National Treasury. This can be accessed online via www.nationaltreasury.gov.za.

14.1 The BANKSETA, before making an award, shall check on the central supplier database (CSD) whether:

- (a) the bidder or any of its directors are not listed / indicated as restricted from doing business with the public sector, and/or are person(s) prohibited. Should the CSD be incorrect the service provider may provide evidence in regard to this.
- (b) the bidders, its directors or management are not employees of the state, or if a director is an employee of the state the service provider may also provide evidence that any employees of the state in their structures, have permission to do business with the state, as provided for in the legislation.
- (c) the bidder's tax status is compliant.

The BANKSETA will not award any bids to service providers who do not comply with the above.

15. COMPLIANCE/ELIGIBILITY

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).

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.

Item	Description
1	Proof of accreditation as an education and training provider with a relevant accreditation institution for the following ICT skills programmes: <ul style="list-style-type: none">▪ Software Development▪ Application Developer▪ Cyber Security Proof of accreditation of this qualification name: National Certificate: Information Technology (systems development NQF Level 5 qualification ID: 48872) must also be provided.
2	Submission of proposal (response document) and pricing schedule –Annexure A
3	Submission of the following fully completed and signed returnable documents: <ul style="list-style-type: none">- SBD 1 Invitation to submission- SBD 4 Bidders Disclosure

	- SBD 6.1 preference point claim form. Preference points claim form in terms of the Preferential Procurement Plan 2017
4	Special Conditions that the bidder needs to accept by signing the last page and submit.
5	Submission of the service provider's Central Supplier Database report

16. TECHNICAL/ FUNCTIONALITY EVALUATION

The evaluation of the functionality of the Request for Bid will be evaluated as per the criteria contained in the table below.

CRITERIA	Sub-Criteria Weighting	CRITERIA WEIGHT/ Percentage
1. Practical ICT Experience		20
<p>Practical ICT training experience of the bidder on implementing a programme aimed at unemployed learners/youth.</p> <p>Bidder should demonstrate practical experience in implementing an ICT skills programme by providing a close-out report from previous work done:</p> <p>The BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> a) Information on Implementation of ICT skills learning programme for unemployed learners/youth provided in close out report = 2 points b) Information on Development, customisation and packaging of ICT skills programme learning material provided in close out report= 1 point c) Information Demonstrating capacity to conduct skills training in a simulated working environment provided in close out report = 1 point d) Information demonstrating capacity for administration of stipends and learner support strategy provided in close out report = 1 point 		
2. Reference Letters covering provincial footprint		10
<p>The bidder should demonstrate the provinces where ICT skills programmes have been delivered successfully by providing reference letters from previous/current clients.</p> <p>The reference letters should</p> <ul style="list-style-type: none"> - Be on the client's letterhead - Be signed and dated - Indicate the type of work done - Indicate the province/(s) the work was done - Indicate the year the work was done, (please note that the work 		

<p>should have been done within five (5) years from the tender closing date)</p> <ul style="list-style-type: none"> - Show the client contact details, being at least the name telephone/cell phone number and/or email address. <p>The BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> a) Reference Letters showing proof of work done in nine (9) provinces = 5 points b) Reference Letters showing proof of work done in six (6) to eight (8) provinces = 4 points c) Reference Letters showing proof of work done in three (3) to five (5) provinces = 3 points d) Reference Letters showing proof of work done in two (2) provinces = 2 points e) Reference Letter showing proof of work done in one ((1) province = 1 point f) Reference Letter showing proof of work done in 0 provinces = 0 point. 		
3. Qualifications and Experience of the Project Team		30
<p>The submission should clearly indicate the person/s who will be the Training Facilitators, Training Assessors per province and Project Manager: The service Provider should submit copies of the qualifications and CVs for the project manager, facilitators and assessors clearly indicating the relevant number of years' experience of the project team members.</p>		
Sub criterion 3.1 Qualification and Experience of 9 Training Facilitators	15	

<p>The bidder should provide training facilitators that have</p> <ul style="list-style-type: none"> - a three-year ICT/IT qualification (NQF level 6/7 or higher) and - curriculum vitae for each training facilitator showing experience in training facilitation. <p>Should the bidder not submit the three-year ICT/IT qualification for any facilitator, the experience of that training facilitator will NOT be considered.</p> <p>This category will be scored on one (1) element, which is experience of the Training Facilitators.</p> <p>The number of required training facilitators is 9.</p> <p>The years of experience will be evaluated individually for each training facilitator with the relevant experience per training facilitator CV submitted capped at a maximum of 5 years. Then the individual scores of the training facilitators will be averaged to obtain the final points scored.</p> <p>Should a provider submit more training facilitators than the required 9, only the 9 training facilitators with the highest scores will be averaged.</p> <p>If less than 9 CVs are provided, the individual scores of the facilitators will still be divided by 9 to arrive at the final points scored.</p> <p>The BANKSETA will award points as follows on the average years of experience of training facilitators who have submitted a relevant ICT/IT qualification. Facilitators without IT/ICT qualification will not be considered:</p> <p>The BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> a) 5 years and more facilitation experience = 5 points b) 4 years less than 5 years facilitation experience = 4 points c) 3 years less than 4 years facilitation experience = 3 points d) Submitted CVs with less than 3 years' experience = 0 points <p>Please note that the Training Facilitators may be employees OR may be subcontracted for the work.</p>		
<p>Sub-criterion 3.2 Qualification and experience of 5 Training Assessors</p>	<p>10</p>	

<p>The bidder should provide 5 training assessors that have</p> <ul style="list-style-type: none"> - the registration letter as an assessor or relevant SETA statement of results and - experience as training assessors detailed in their curriculum vitae showing experience. <p>Should the bidder not submit registration letters or relevant SETA statement of results, the experience of the training assessor will NOT be considered.</p> <p>This category will be scored on one (1) element, which is experience of the assessors.</p> <p>The number of required training assessors is 5.</p> <p>The years of experience will be evaluated individually for each training assessor with the relevant experience per training assessor CV submitted capped at a maximum of 5 years. Then the individual scores of the training assessors will be averaged to obtain the final points scored.</p> <p>Should a provider submit more assessors than the required 5, only the 5 training assessors with the highest scores will be averaged.</p> <p>If less than 5 CVs are provided, the individual scores of the assessors will still be divided by 5 to arrive at the final points scored.</p> <p>The BANKSETA will award points as follows on experience of training assessors who have submitted a registration letter or relevant SETA statement of results of the training assessor.</p> <p>Training assessors without the registration letter or SETA statement of results will not be considered</p> <p>The BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> a) 5 years and more Assessor experience = 5 points b) 4 years less than 5 years Assessor experience = 4 points c) 3 years less than 4 years Assessor experience = 3 points d) submitted CVs with less than 3 years assessor experience = 0 points <p>Please note that the Training Assessors may be employees OR may be subcontracted for the work.</p>		
<p>Sub- criterion 3.3 Qualification and Experience of 1 Project Manager/Person in Charge of the Work</p>	5	

<p>The Project Manager/Person in Charge should have</p> <ul style="list-style-type: none"> - a Project Management qualification at least NQF level 5 and - provide their curriculum vitae showing project management experience in learning and development of minimum mandatory requirement of three years' experience. <p>Should the qualification NOT be submitted, the experience of the Project Manager will not be considered.</p> <p>The BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> a) 5 years or more experience in project management = 5 Points b) 4 years less than 5 years' experience in project management = 4 Points c) 3 years less than 4 years' experience in project management = 3 Points d) submitted CVs with less than 3 years' experience in project management = 0 points 		
<p>4. Project Plan</p>		<p>10</p>
<p>Service Provider should provide a project plan showing major deliverables including an assessment plan and a contingency plan.</p> <p>The BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> a) Detailed Project Plan as explained below = 3 points b) An assessment plan including reassessment = 1 point c) Contingency plan = 1 point <p>The project plan should indicate milestones, activities/ tasks, /deliverables and personnel roles and responsibilities.</p> <p>Contingency plan should indicate plans to deal with external factors such as effect of COVID-19, extension of time, delay in implementing the programme and learner dropouts.</p>		
<p>5. Reference Letters covering provision of training for the disabled</p>		<p>20</p>
<p>The service provider should demonstrate experience by providing reference letters from clients where training for the disabled was provided.</p> <p>The reference letters should</p> <ul style="list-style-type: none"> - Be on the client's letterhead, - Be signed and dated - Indicate the type of work done, - Indicate the year the work was done, (please note that the work 		

<p>should have been done within five (5) years from the tender closing date)</p> <ul style="list-style-type: none"> - Show the client contact details, being at least the name, telephone/cellphone number and/or email address. <p>The BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> a) three (3) reference letters showing proof of training candidates with disabilities = 5 points b) Two (2) reference Letters showing proof of training candidates with disabilities = 3 points c) One (1) reference letter showing proof of training candidates with disabilities = 1 point d) Reference Letter not showing proof of training candidates with disabilities = 0 points. 		
6. Learner support		10
<p>The Service Provider should demonstrate in their proposal how learners will be supported during the implementation of the programme through a learner support policy for learners with disabilities.</p> <p>The BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> a) Learner support in at least three or more disabilities shown: =3 points b) Exit programme content and objectives shown: = 2 points <p>This will be evaluated through the provision of learner support policy on how learners will be supported by the bidder.</p>		
Total available		100
Minimum threshold to qualify		75

The minimum weighting threshold for technical / functional evaluation is 75 or 75%. Any bidder scoring less than 75% or weighting of 75 will be disqualified from further evaluation.

17. EVALUATION OF TECHINCIACL/FUNCTIONAL EVALUATION

17.1 Functionality will be evaluated using the following formula for each criterion or sub-criterion

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

Where:

- Pf – is the percentage scored for functionality for that criterion or sub- criterion under consideration.
- So – is the total score evaluated by the BANKSETA for the criterion or sub-criterion under consideration.
- Ap – is the percentage allocated for functionality for that criterion or sub-criterion.

- Ms – is the maximum score possible per criterion or sub-criterion= 5.

17.2 Each technical /functional evaluation criteria or sub-criterion shows how it will be evaluated out of a maximum of 5 points. i.e Ms =5 points

17.3 The score evaluated by BANKSETA per each criterion or sub-criterion is divided by 5 and then multiplied by the weight of the criteria to arrive at the percentage for that criterion/sub-criterion.

17.4 The percentages for all criteria/sub-criteria are added together to reach the final percentage.

17.5 Any proposals not meeting a minimum threshold of 75% or weighting of 75 on functionality will not take part in the final price/preference evaluation.

18. PRICE AND PREFERENCE POINTS EVALUATION

Pricing will be evaluated using the following price/preference points principle

Price	BBEE Preference points	Total Points
80	20	100

80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price using the following 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.

19. 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-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14

4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

19.1 The points scored by a bidder in respect of the B-BBEE contribution will be added to the points scored for price in order to arrive at the overall score.

19.2 Points will be rounded off to the nearest 2 decimals.

19.3 In the event that 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.

20. TENDER CONDITIONS

20.1 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.

20.2 BANKSETA reserves the right not to award or to partially award this tender.

20.3 The cost of preparing the applications will not be reimbursed.

20.4 The BANKSETA reserves the right to conduct a due diligence (including site visits, capacity, assessment and financial capability assessment) on short listed tenderers before contracting.

20.5 BANKSETA reserves the right to verify the information submitted and request for further information during evaluation of the proposal.

20.6 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.

20.7 BANKSETA makes no representations, undertakings or warranties whatsoever to any person in respect of the tender or any information contained in the tender.

20.8 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 prior written consent.

21. REVIEW PROCESS

- 21.1 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.
- 21.2 All applications duly lodged as per the submission requirements will be evaluated in accordance with the stipulated evaluation criteria.
- 21.3 All proposals will go through Bid Evaluation Committee (BEC) for evaluation.
- 21.4 The proposals from BEC will be tabled before the Bid Adjudication Committee (BAC).
- 21.5 The validity period of proposals is **150 days** after closing.

22. REASONS FOR REJECTION

- 22.1 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.
- 22.2 BANKSETA shall reject a submission if the applicant has committed a proven corrupt or fraudulent act in competing for a particular contract.

23. JOINT VENTURE

- 23.1 In the case of a Joint Venture, the following will be Applicable:
- 23.2 Each JV Member must have a valid Tax Clearance Pin issued by SARS;
- 23.3 Submission of a signed Joint Venture Agreement by the JV Partners and attached to this tender document; and
- 23.4 Submission of a Joint Venture BBBEE Rating Certificate.

24. POPIA

24.1 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".

SBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (BANK SETA)					
BID NUMBER:	BS/2022/RFB467	CLOSING DATE:	25 October 2022	CLOSING TIME:	11h00 am
DESCRIPTION	- APPOINTMENT OF A TRAINING PROVIDER LOCATED IN SOUTH AFRICA TO IMPLEMENT ICT SKILLS PROGRAMMES TO TRAIN UNEMPLOYED POST MATRIC LEARNERS WITH DISABILITIES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Reception Area of BANKSETA Offices at the following address: -Eco Origin Office Park, Block C2, 349 Witch-hazel Avenue, Eco Park Estate, Highveld, Centurion, 0144					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Yolanda Mutheiwana		CONTACT PERSON	Yolanda Mutheiwana	
TELEPHONE NUMBER	011 805 9661		TELEPHONE NUMBER	011 805 9661	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Yolandam@bankseta.org.za		E-MAIL ADDRESS	yolandam@bankseta.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE					

BS/2022/RFB467 - APPOINTMENT OF A TRAINING PROVIDER LOCATED IN SOUTH AFRICA TO IMPLEMENT ICT SKILLS PROGRAMMES TO TRAIN UNEMPLOYED POST MATRIC LEARNERS WITH DISABILITIES

SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE
ACCREDITED
REPRESENTATIVE
IN SOUTH AFRICA
FOR THE GOODS
/SERVICES /WORKS
OFFERED?

☐ Yes☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN
BASED SUPPLIER FOR
THE **GOODS**
/SERVICES /WORKS
OFFERED?

☐ Yes☐ No

[IF YES, ANSWER THE
QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐

NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐

NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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:

.....

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

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

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices 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

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

applicable legislation.

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

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

.....
Signature	Date

.....
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT 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
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

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-BBEE Status Level of Contributor	Number of points (80/20 system)
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:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
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		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the

company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

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
1	GENERAL			
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 not in compliance or agreement with the statement(s) as specified in this request for quotation.</p>			
2	THE SPECIAL CONDITIONS OF REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT			
		Yes	No	If no, indicate deviation
2.1	Special Conditions of Request for Quotation,			

	Request for Bid and Contract has been noted.			
3	GENERAL CONDITIONS OF CONTRACT			
		Yes	No	If no, indicate deviation
3.1	The General Conditions of Contract must be accepted by signing the last page of this document.			
4	ADDITIONAL INFORMATION REQUIREMENTS			
		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	VENDOR INFORMATION	Yes	No	If no, indicate deviation
5.1	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.			

6	CONFIDENTIALITY			
		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	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT (Only applicable to services requiring IP)			
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.			
8	NON-COMPLIANCE WITH DELIVERY TERMS			
		Yes	No	If no, indicate deviation
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.			

9	WARRANTS and PAYMENTS			
		Yes	No	If no, indicate deviation
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: ☐ Copy of a cancelled cheque; ☐ Letter from bank; ☐ 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.			

10	PARTIES NOT AFFECTED BY WAIVER OR BREACHES			
		Yes	No	If no, indicate deviation
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.			
11	RETENTION			
		Yes	No	If no, indicate deviation
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			
12	Dispute Resolution			
		Yes	No	If no, indicate

				deviation
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	FORMAT OF REQUEST FOR QUOTATION, REQUEST FOR BID AND CONTRACT			
		Yes	No	If no, indicate deviation
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; text-align: center;">NAME OF BIDDER</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;"> </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;">SIGNATURE</div>	<div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;">DATE</div>
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