



**REQUEST FOR BID
PROFESSIONAL SERVICES**

BID NUMBER:

BS/2022/RFB468

OPEN

**Advert
Date**

05 September 2022

CLOSE

Closing

13 October 2022

Date:

Time:

11h00 am

DESCRIPTION:

APPOINTMENT OF A PANEL OF SUITABLY QUALIFIED SERVICE PROVIDERS TO PROVIDE CONTRACT MANAGEMENT AND ADMINISTRATION SERVICES FOR THE DISCRETIONARY GRANT / PIVOTAL GRANT FUNDING WINDOWS FOR ALL 9 PROVINCES.

**COMPULSORY, VIRTUAL / Yes
ONLINE BRIEFING
SESSION:**

**13 September at
11:00 am**

**Microsoft Teams
Virtual link to be
emailed to
interested Service
Providers**

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	

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 can be obtained on the BANKSETA website, please visit www.bankseta.org.za and refer to the 2020/21 annual report under Media Center/publications

2. BACKGROUND TO THE ASSIGNMENT

In line with legislation, BANKSETA offers discretionary grants to fund various training and development project activities to employers within its sector. The BANKSETA advertises a discretionary grant funding window with guidelines and criteria and employers submit applications which are evaluated and awarded. BANKSETA aims to award discretionary grants to as many as possible qualifying employers throughout South Africa. BANKSETA then enters into memorandum of agreements (MoAs) for the awarded grants with the stakeholders.

The BANKSETA implements Discretionary Grant / PIVOTAL Grant Funding Window/(s) to all employers in the Banking and Alternative Banking Sector for training and development each year. This is for employed as well as unemployed beneficiaries.

The BANKSETA seeking to appoint a panel of **up to five (5) suitably qualified South African service providers who are located in South Africa to provide contract management and administration services for the Discretionary Grant /PIVOTAL Grant Funding window and for the stakeholder's contracts arising from these Discretionary Grant / PIVOTAL Grant Funding Windows.** This will cover all nine (9) provinces. The panel of service providers must be prepared and, in a position, to manage employers who have a national footprint and therefore have training activities throughout South Africa. The service providers need to be prepared to manage the project efficiently and effectively.

The BANKSETA currently has over 600 such PIVOTAL contracts with stakeholders in all nine (9) provinces in South Africa. Further discretionary Grant PIVOTAL Grant funding windows will be undertaken, and new stakeholder training contracts entered into this year and in future years. The stakeholder training contracts are normally between 12 months to 18 months

PIVOTAL Grant Funding Window – PIVOTAL is an acronym which means Professional, Vocational, Technical and Academic Learning Programmes that result in occupational qualifications or part qualifications on the National Qualifications Framework. This funding for PIVOTAL projects will specifically address the ambit of learning programmes such as Learnerships for the Employed, Accredited Skills Programmes, Bursaries (Tertiary, Honours and master's Level, Candidacy Programmes (EISA/Board Exams) and Recognition of Prior Learning (RPL) Programmes.

3. STRATEGIC OBJECTIVES AND GENERAL INFORMATION

PIVOTAL programmes are meant to improve the probability of employment (in the case of unemployed beneficiaries) or enhance employment (in the case of existing employees). The BANKSETA wishes to provide and promote relevant, quality education to the Banking and Alternative Banking Sector through the implementation of the PIVOTAL Grant as per the regulations as set out by the Department of Higher Education and Training (DHET).

The regulations together with the Discretionary Grant Policy will guide and govern the allocation of the BANKSETA funding for PIVOTAL Programmes in a transparent, open and fair way, that will allow qualifying employers access to funding and further enable and support skills development.

3.1 Assignment Objectives:

The purpose of this assignment is procured up to 5 services providers to contract manage and administer the discretionary grant window process and the stakeholder contracts. BANKSETA funds this demands driven Employer Skills Development PIVOTAL training projects.

4. THE ASSIGNMENT SCOPE:

The panel of providers will be expected to both administer and contract manage the Discretionary / PIVOTAL Grant Funding Window using recognised Project Management Principles for example PMBOK and the PRINCE II methodology.

The appointed panel of service providers will be required to familiarise themselves and adhere to the:

- Applicable legislation that governs the SETA and its environment such as the Skills Development Act 1998, Skills Development Act, Amended 2008, Learnership Regulations.
- BANKSETA Discretionary Grant Policy.
- BANKSETA PIVOTAL Grant Funding Window Guidelines.

- BANKSETA reporting requirements such as the DHET National Skills Development Plan (NSFP) reporting template

The appointed panel of providers will contract manage as well as provide administration services for the Discretionary / PIVOTAL Grant Funding Window applications and the MoAs for the BANKSETA.

This will include (but not limited) to the following:

4.1 Manage the following deliverables:

- 4.1.1 Administer the applications and the approved Application Master List for the discretionary PIVOTAL Grant window by ensuring the list is kept up to date with actions taken, such as 1st and 2nd Tranche payments, Project Change Control Notes for writing back funds, etc.
- 4.1.2 Draft the Memorandums of Agreement (MoA) using the BANKSETA template for the approved funding as per the abovementioned Master List.
- 4.1.3 Follow up the employers to ensure that the MoAs are signed and ensure that the BANKSETA team receives the MoAs signed by the employers for BANKSETA's final signatures.
- 4.1.4 Request learner evidence for quality assurance timeously.
- 4.1.5 Request tranche invoices from employers after learner evidence has been quality assured.
- 4.1.6 Draft Project Change Control Notes for writing back funds on contracts where the number of learners contracted for are not achieved.
- 4.1.7 Conduct regular project reviews on progress and highlight issues and risks monthly to the BANKSETA team.

4.2 Assist with Internal Audit and Auditor General requests for information (RFIs).

4.3 The service provider should

- 4.3.1 Have good knowledge of applicable legislation governing SETAs.
- 4.3.2 Have good knowledge of contract management / administration and handling large volume of contracts.
- 4.3.3 Have recognizable qualification/s and experience/s in Project Management, for example Project Management Body of Knowledge (PMBOK) and PRINCE II Methodology, etc.
- 4.3.4 Have good stakeholder management.

Size of the PIVOTAL Grant Funding Window Project:

The project involves stakeholders that are spread across the country. The project load (number of employers) will be divided equitably into clusters with numbers of learners indicated below:

Panel of Services Providers (SP =service provider)	Number of Organisations approved (based on Previous Funding Window submissions)	Estimated Number of Learners (this could differ from year to year)
1. SP 1	± 20 - 40 employers	This could be from 500 up to 4,000 learners per group of employers. This is also dependent on the number of applications received in the new funding window.
2. SP 2	± 20 - 40 employers	This could be from 500 up to 4,000 learners per group of employers. This is also dependent on the number of applications received in the new funding window.
3. SP 3	± 20 - 40 employers	This could be from 500 up to 4,000 learners per group of employers. This is also dependent on the number of applications received in the new funding window.
4. SP 4	± 20 - 40 employers	This could be from 500 up to 4,000 learners per group of employers. This is also dependent on the number of applications received in the new funding window.
5. SP 5	± 20 - 40 employers	This could be from 500 up to 4,000 learners per group of employers. This is also dependent on the number of applications received in the new funding window
		Current BANKSETA has 3,916 learners and is expecting an additional ± 3000 – 10000 learners for 2022/23 year.

The service providers will be expected to administer, and contract manage

- existing stakeholder training contracts from 2021/22 and 2022/23 years and
- Additional stakeholder training contracts that the BANKSETA will enter to in 2022/23 and future years.

The normal contract length for these contracts is between 12 months and 18 months.

The service providers will also perform the administration of the applications for the Discretionary / PIVOTAL Grant Funding Windows.

5. THE ROLE OF THE SERVICE PROVIDER

- 5.1** The Service Provider will assume responsibility and accountability for contract Management for the Discretionary / PIVOTAL Grant Funding Window Projects and administer the stakeholder contracts, including

5.1.1 implement the work using suitably skilled staff that are knowledgeable and can create and maintain a project management environment for the implementation of the Discretionary Grant / PIVOTAL Grant Funding Window Projects for Employed and Unemployed Beneficiaries.

5.1.2 Assign a Project Executive/Project Manager or person in charge of the project to be the BANKSETA contact person for all work

5.1.3 Ensure overall stakeholder engagement and feedback done for the contracts that the service provider is responsible for.

5.1.4 Sign a confidentiality agreement with BANKSETA prior to commencement of contract. Learner information needs to be kept confidential at all times as BANKSETA enforces the Protection of Personal Information as per POPIA.

5.1.5 Provide proof that learner information will be kept in a safe and secure facility.

5.2 The Service Providers should ensure that have an established office, that includes.

5.2.1 office infrastructure for example office space, computer equipment, document storage, etc. This will be the programme office in which the overall Discretionary / PIVOTAL Grant Funding Window contract management pertinent to this assignment can be conducted in a stable and consistent manner allowing the service provider team to actively monitor data progress and to provide reliable and dependable tracking of data and reports.

5.3

The service provider will undertake the following activities when implementing the Discretionary / PIVOTAL Grant Funding Window, i.e.

5.3.1 Familiarize themselves and adhere to the BANKSETA Discretionary Grant Policy and adhere to the BANKSETA PIVOTAL Grant Funding Window Guidelines.

5.3.2 Support and adhere to the objectives and expectations of BANKSETA with respect to the abovementioned funding window.

5.3.3 BANKSETA will discuss expectations of project deliverables, such as the scope and internal procedures with the Panel of Service Providers to organise planning activities for the project for the Number of Employers that they will be responsible for.

5.3.4 Assist the BANKSETA by drawing up of the Memorandum of Agreement (MoA) with stakeholders in accordance with the approved Application Master list for Employed and/or Unemployed beneficiaries, obtain signature from Employer/s and the stakeholder to agree to the disbursement schedule in line with the MoA Annexure A.

5.3.5 Familiarise themselves and adhere to the BANKSETA's reporting requirements, such as the DHET National Skills Development Plan (NSDP) reporting template and requirements.

5.3.6 Set-up facilities for the receipt of beneficiary Performance Information relating the Memorandum of Agreement (MoA) for the contracts with employers which they will be responsible for.

5.3.7 Assist stakeholders to comply with Project Management Methodology that BANKSETA uses, BANKSETA will share the required customised Project Management templates with the appointed panel of service providers.

5.3.8 Create a central repository with a systematic filing system for all project related documentation.

5.3.9 Utilise an existing BANKSETA dashboard instrument for project tracking and reporting.

5.3.10 Review and finalise project plans per group of employers assigned to the service provider.

5.3.11 Deliverables and due dates will be approved, and checkpoints and milestones will be agreed to

with the BANKSETA. These deliverables include, but is not limited to:

5.3.12. Conduct regular contract reviews and use the output of these reviews to update project plans, highlight issues and produce management reports for

BANKSETA management. These reports should include learner success stories

for

future BANKSETA use.

5.3.12.1 Update BANKSETA with contract/project progress on a monthly basis

(or as agreed with the BANKSETA).

5.3.12.2 Identify, review and eliminate contract/project risks where possible. Mitigate project risks where they cannot be eliminated and manage on a continuous basis. Alert BANKSETA to any risks and indicate how those will be managed.

5.3.12.3 Set-up of regular Steering committee meetings between BANKSETA, employers and the service provider and agree on the feedback interfaces. The format and content of the feedback to stakeholders will be agreed upon beforehand.

5.3.12.4 Be the secretariat for the Steering Committee.

5.10.3.6 Provide draft contract/project plan for the contracts they are responsible for.

5.3.11 The service providers should have an existing document management system.

5.3.12 Escalate issues to the BANKSETA where necessary.

5.3.13 Follow up on bottlenecks and project inefficiencies and escalate to BANKSETA.

5.4 Undertake the following activities relating to receipt of beneficiary performance information and requesting of tranche invoices from employers, i.e.

5.4.1 Adhere to the steps that needs to be followed when tranche invoices are requested, and tranche payments are executed.

5.4.2 Adhere to the BANKSETA's accounting processes and the necessary financial controls.

5.4.3 Advise the Employer of acceptable invoicing requirements so as to expedite the processing of invoices.

5.4.4 Appropriate audit requirements and other controls must be put in place in respect of the budget and records of the payments to the relevant stakeholders.

5.4.5 Follow up with the employers to ensure the submission of correct performance information, invoice/s.

5.5 Undertake the following activities relating to audit requirements and requests, i.e.

5.5.1 Appropriate audit requirements and other controls should be put in place in respect of the invoice, supporting documents of the payments to the relevant stakeholders.

5.5.2 Conduct monitoring and evaluation visits (on behalf of the BANKSETA) of project performance against performance deliverables. The service provider should expect to do at least one visit per contract.

5.5.3 Assist BANKSETA PIVOTAL teams with any audit request that may be received from Internal Audit and/or the Auditor General for the contracts they are responsible for.

5.6 Undertake the following activities relating to Data Management and Tracking of Employer (Beneficiary) Performance Information, i.e.

5.6.1 Capture and save the funding performance information per Employer/per MoA and relevant documentation in an appropriate manner and maintain a systematic filing facility for each Employer.

5.6.2 Quality assure of all performance information and ensure that it is accurate and compliant with audit requirements.

5.6.3 Provide the BANKSETA with softcopies of all learners supporting evidence.

5.6.4 Keep thorough records of learner employment (unemployed learners) on the completion of the programme for at least nine months after the completion of the programme.

5.6.5 Update the BANKSETA database with terminations, completion and employment details of the learners as per the reporting requirements. The relevant performance information must accompany the data.

5.7 Undertake the following activities relating to Monitoring and Evaluation. i.e.

5.7.1 The service provider should be available to travel to the BANKSETA stakeholders to implement the monitoring and evaluation of their portfolio of employers / beneficiaries. The service provider should expect to do at least one site visit for each contract.

5.7.2 The service provider should be available to attend meetings with BANKSETA on a monthly basis – this can be done in person or virtually through an agreed platform such as MS Teams.

5.7.3 The service provider should be available to assist with audit requirements from BANKSETA and adhere to required time deliverables.

5.7.4 The service provider should perform all functions related to the successful end to end implementation of the contract not necessarily described here.

5.8 Undertake the following activities relating to closing out of contract responsible for / MoAs, i.e.

5.8.1 The contract close-out must be done before the end date of the contract to assess the project's implementation progress / outcome / lessons learnt and by archiving relevant documentation.

5.8.3 Related project documents will be made available.

5.8.4 Prepare a final report to provide feedback on the project progress leading up to closure. The types of elements that need to be incorporated in this report include:

5.8.4.1 Issue and risk management

5.8.4.2 Deviations from project aims and objectives

5.8.4.3 Change requests

5.8.4.4 Lessons learnt

5.8.4.5 Challenges, achievements and successes.

6. COMPETENCY AND EXPERTISE REQUIREMENTS

- 6.1 Key Personnel - The Project Team should comprise at least five (5) resources including a Project Executive / Project Manager and a least one Project Administrator. The team assigned to this project should have suitable experience and certification/qualification. The service provider should submit the CV's and qualifications of the Project Executive/Project Manager and the Project Administrator to be assigned to this work to demonstrate this requirement. The bidder should also provide an organogram specifying roles/positions of the team.
- 6.2 The service provider should provide a Project Plan of project they previously implemented - showing major deliverables including an assessment plan and contingency plan which includes the phases Initiation, Planning, Implementation / Execution, Monitoring & Evaluation (with Contingency Plan) and Project Close-Out of Project Management.

The previously implemented project plan should indicate milestones, activities/ tasks, /deliverables and personnel roles and responsibilities, where multiple projects were running at the same time.

The project plan should include a Contingency plan indicating external factors such as the effect of COVID, extension of time, delay in implementing the programme and learner dropouts.

- 6.3 The service provider should provide for Monitoring and Evaluation of contracts that they will be solely responsible for.
- 6.4 Track Record of the Bidder (Reference Letters) should be provided - The bidder should provide signed contactable references on the client's letterhead to establish track record.
- 6.5 Working Capacities: The bidder should have working facilities and resources for administrative duties and data filling.
- 6.6 The bidder should have Data management, Tracking and Reporting tools.

7. GENERAL INFORMATION

In summary, the scope of this project involves the following:

7.1 Employers – The term Employers refer to Employers in the Banking and Alternative Banking Sector that have registered with BANKSETA for skills development purposes.

The employer is usually represented by a Skills Development Facilitator (SDF).

7.2 Training Provider/s – The term Training Provider/s refer to the Training Provider appointed by the Employer to implement training in accordance with the requirements of the programme that the Employer is seeking funding for. The Training Provider must have the required statutory accreditation and recognition for the specific programme delivery that the Employer has contracted the Training Provider for.

8. PRICING STRUCTURE

- 8.1 The quoted prices must be for each of the three years and will remain fixed for the first year of the contract.
- 8.2 The attached pricing sheets (Annexure 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.
- 8.3 The pricing sheet all pricings should show VAT separately.
- 8.4 Sufficient detail should be included to enable the BANKSETA to fully understand the make-up of the overall pricing.
- 8.5 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.

9. DURATION OF THE CONTRACT

- 9.1 The contract will be valid from the date of signatures for a period of three years. The years will be split into three equal periods of one year each. At the end of each contract year, BANKSETA will have the option of renewing the contract for a further year based on the Panel of Service Providers' performance in the preceding year, the continued need for the service and the availability of funding.
- 9.2 BANKSETA reserves the right to terminate the contract, based on service provider lack of performance.

9.3 Year 2 and Year 3 contract renewal will be based on the previous year (s) contract

Bid No: BS/2022/RFB468 – APPOINTMENT OF A PANEL OF SUITABLY QUALIFIED SERVICE PROVIDERS TO PROVIDE CONTRACT MANAGEMENT AND ADMINISTRATION SERVICES FOR THE DISCRETIONARY GRANT / PIVOTAL GRANT FUNDING WINDOWS FOR ALL 9 PROVINCES 12 | Page

performance by the panel of providers.

10. PAYMENT CONDITIONS

10.1

A schedule of payment will be agreed with BANKSETA and the awarded service providers. All invoice/s will be settled within 30 days of submission.

11. SUBMISSION REQUIREMENTS

11.1 All submissions must be delivered in individual sealed envelopes per clause 11.5 which are clearly marked that such envelope contains a bid and the bid description/title and reference number for which the bid is being submitted.

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

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

11.4 Document must be submitted as follows:

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

11.5.1 An Envelope 1 – Original

11.5.2 Envelope 2 – Hard Copy of the original document and 1 Soft copy (USB Memory Stick)

11.5.3 C Envelope 3 – Pricing include SBD1 – (invitation to bid)

11.5.4 Each individual envelope must be clearly marked with the following information:

- Description of the Submission:

**APPOINTMENT OF A PANEL OF SUITABLY QUALIFIED SERVICE PROVIDERS
TO PROVIDE PROJECT MANAGEMENT AND ADMINISTRATION SERVICES
FOR THE DISCRETIONARY GRANT / PIVOTAL GRANT FUNDING WINDOWS
FOR ALL 9 PROVINCES**

BS/2022/RFB468

11.6 Submissions that are faxed, sent via telex, and/ or electronic mail 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.

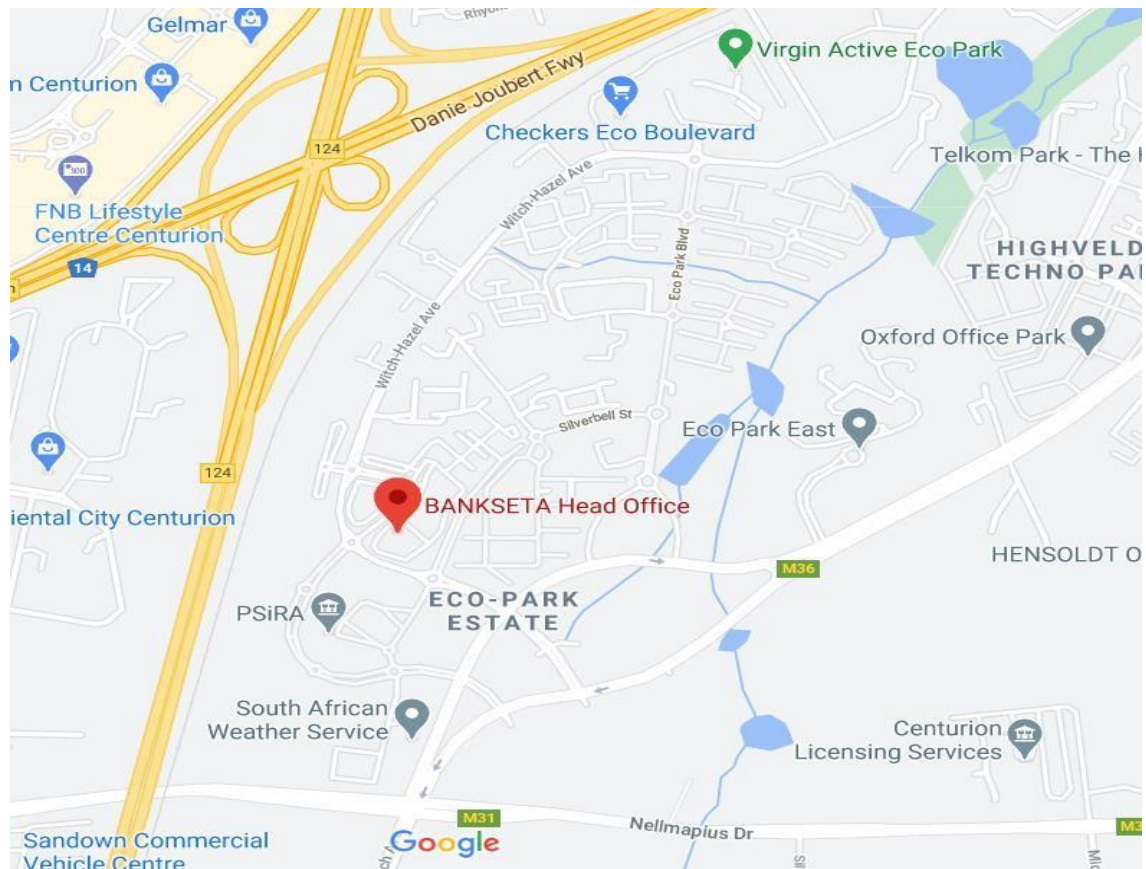
11.8 The submissions must be inserted into the SUBMISSION BOX available at the Reception Area of BANKSETA Offices at the following address: -

Eco Origin Office Park
Block C2
349 Witch-hazel Avenue,
Eco Park Estate Highveld
Centurion,
0144

The bidders should use gate 1 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 dispatched 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

[And copy SCM@bankseta.org.za](mailto:SCM@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.

RFB TIMELINES

Activity	Time	Date
Virtual Non-compulsory Briefing	11h00	13 September 2022 (Link to be requested via email)
Closing date	11h00	13 October 2022
Tender evaluation, Bidder Verification and Due Diligence	COB	14 November 2022
Clarification presentations by Service Providers if required/ Due Diligence/ Site Visits	COB	01 December 2022
Provisional Contract Award	COB	31 January 2023
Contract Signatures	COB	31 March 2023

13. TENDER EVALUATION/ADJUDICATION

Bids will be evaluated in three (3) phases:

- 13.1 Compliance/eligibility evaluation per paragraph 15. Bids that do not pass the compliance/eligibility evaluation will be disqualified from participating in the next evaluation phase.
- 13.2 Technical/Functionality evaluation: Bids that do not meet the minimum threshold indicated in clause 16 will not participate in the in the final evaluation phase of price and preference.
- 13.3 Price and BBBEE Evaluation: Bids will be scored accordingly, and the bidder will be appointed on the highest scores.

14. CENTRAL SUPPLIER DATABASE COMPLIANCE

14.1 The service provider should be registered on the Central Supplier Database (CSD) maintained by the National Treasury and accessible on www.treasury.gov.za.

14.2 Before making an award, the BANKSETA shall check on the Central Supplier Database (CSD) whether.

- a) the bidders tax status is compliant,
- b) the service provider or any of its directors are not listed / indicated as restricted from doing business with the public sector, and/or are person(s) prohibited, and
- c) the bidders, its directors or management are not employees of the state, or if a director is an employee of the state, they have written authority to do work with the state as required by legislation.

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

15. 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 (response document) and pricing schedule – Annexure A
2	Submission of the following fully completed and signed returnable documents: <ul style="list-style-type: none"> - SBD 1 Invitation to bid - SBD 4 Bidder's disclosure - SBD 6.1 Preference points claim form in terms of the preferential procurement regulations 2017
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

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	WEIGHT/ percentage
1. Qualifications and Experience of the Project Team in Project Management		40
<p>The Project Team should comprise of at least a Project Executive / Project Manager and Project Administrator.</p> <p>The Project Executive / Project Manager and Project Administrator should have a Project Management qualification of at least NQF level 5 or higher in a recognized project management methodology (for example PMBOK or Prince II methodology), as well as relevant project management experience.</p> <p>The Bidder should submit the CV and copies of qualifications. Should the bidder fail to provide the qualifications, the experience of the Project Executive/Project Manager and/or Project Administrator will NOT be considered or taken into account.</p> <p>The criteria for evaluation of each module are indicated per the sub-criteria below</p>		
Sub criterion 1.1 Project Executive/Project Manager	25	

<p>The BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> • 5 years or more experience in project management = 5 Points • 4 to less than 5 years' experience in project management = 4 Points • 3 to less than 4 years' experience in project management = 3 Points • 2 to less than 3 years' experience in project management = 2 Points • 1 to less than 2 years' experience in project management = 1 Point • Less than 1 year experience in project management= 0 points • Relevant qualification of the Project Executive/Project Manager not submitted regardless of years of experience = 0 points 		
<p>Sub criterion 1.2 Project Administrator</p> <p>The BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> • 5 years or more experience in project management = 5 Points • 4 to less than 5 years' experience in project management = 4 Points • 3 to less than 4 years' experience in project management = 3 Points • 2 to less than 3 years' experience in project management = 2 Points • 1 to less than 2 years' experience in project management = 1 Point • Less than 1 year experience in project management= 0 points • Relevant qualification of the Project Administrator not submitted regardless of years of experience = 0 points <p>Should a service provider provide more than one CV for the Project Administrator BANKSETA will evaluate the CV with the desired qualification and longest experience in project management.</p>	15	
<p>2. Project Plan</p>		10
<p>The Service Provider should provide a project plan from a project they previously implemented where they worked with 10 or more concurrent contracts. This project plan should show major deliverables including an assessment plan and a contingency plan.</p> <p>The BANKSETA will award points as follows if the following is covered in the project plan:</p> <ul style="list-style-type: none"> • Initiation = 1 point • Planning = 1 point • Implementation / Execution = 1 point • Monitoring & Evaluation (with Contingency Plan) = 1 point • Project Close-Out = 1 point <p>The previously implemented project plan should indicate milestones, activities/ tasks, /deliverables and personnel roles and responsibilities, where multiple contracts (more than 10) were running at the same time.</p>		

A Contingency plan should indicate external factors such as the effect of COVID, extension of time, delay in implementing the programme and learner dropouts.		
3. Monitoring and Evaluation Capability		10
<p>The service provider should submit the following to show their Monitoring and Evaluation Capability:</p> <ul style="list-style-type: none"> - At least 3 site visit reports from a previously implemented project - At least 2 Post implementation review reports from a previously implemented project <p>The BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> • Three (3) Site visits reports of previous work done regarding monitoring and evaluation that show the contract/project implementation = 3 points • Two (2) Post-Implementation Review Reports from previous work done (including lessons learnt, highlighting areas of improvement / streamlining, etc. = 2 points 		
4. Track Record of the Bidder (Reference Letters)		10
<p>The bidder should submit formal reference letters from clients where it has previously delivered or is currently delivering Contract/Programme Management</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 should have been done not later than five (5) years from the tender closing date) - Show the client contact details (being the contact's name, phone and/or email address). <p>The BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> • 1 Reference Letter = 1 point • 2 Reference Letters = 2 points • 3 Reference letters = 3 points • 4 Reference letters = 4 points • 5 and more References letters = 5 points 		

6. Work Facilities and Resources	20
<p>The service provider should have work facilities and resources to accommodate for administrative duties and data filling.</p> <p>The service provider should submit the following as evidence</p> <ul style="list-style-type: none"> - copy of their ICT equipment asset and showing at least 5 computers/laptops and at least 1 printer scanner. The assets may be leased or owned by the service provider - the organogram showing a minimum of 5 resources, including the Project Executive/Project Manager and Project Administrator and the roles/positions related to this assignment - description of the filing system utilised and a furniture register showing filing cabinets. <p>The BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> • Office Equipment Resources: a copy of ICT equipment asset register provided showing at least 3 computers/laptops and at least 1 printer/scanner = 2 points • Human Capital Resources: An Organogram provided showing a minimum of 5 resources, including the Project Executive/Project Manager and Project Administrator and the roles/positions related to this assignment = 2 points • Data Filling Capabilities – The bidder should provide description of Data filing system used for data filing capabilities and furniture register showing filing cabinets = 1 Point 	
7. Data management, Tracking and Reporting Capabilities	10
<p>The service provider must show that they can manage data, track the data, provide supporting evidence and formulate reports on the progress of the project.</p> <p>The service provider should submit the following as evidence</p> <p>3 samples of contract progress reports from a previously implemented project using the data management system</p> <ul style="list-style-type: none"> - 2 samples of project issue/risk register from a previously implemented projects <hr/> <p>The BANKSETA will award points as follows:</p> <ul style="list-style-type: none"> • Sample of 3 Programme progress Reports from previous projects done from the Data Management System indicating progress = 3 points • Sample of 2 previous project Issue / Risk Register they have implemented= 2 points 	
Total available percentage	100
Minimum threshold to qualify on Technical/Functional Evaluation	75

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

17. EVALUATION OF TECHNICAL/FUNCTIONAL CRITERIA

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 the 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 for the particular criterion or sub-criterion under consideration.
- Ms – is the maximum score possible for each criterion or sub criterion, which is 5. MS = 5

17.2 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

17.3 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

17.4 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.

17.5 Any proposals not meeting a minimum threshold of **75 percent** or weighting on functionality will be disqualified from further evaluations.

18. 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

80/20 PREFERENCE POINT SYSTEM

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

80/20

Final score in points will be evaluated using the following formula:

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

Were

Ps = Points scored for price of bid under consideration.
Pt = Price of bid under consideration.
Pmin = Price of lowest acceptable bid.

18.1 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

18.1.1 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.

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

18.1.3 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.

19. TENDER CONDITIONS

19.1 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.

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

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

19.4 The BANKSETA reserves the right to conduct a due diligence (including site visits, capacity, assessment and financial capability assessment) and/or verify the information submitted and request for further information during evaluation of the proposal on short listed tenderers before contracting.

19.5 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.

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

19.7 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 prior written consent.

20. REVIEW PROCESS

20.1 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.

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

20.3 All proposals will go through Bid Evaluation Committee (BEC) for evaluation on functionality

20.4 The proposals from BEC will be tabled before the Bid Adjudication Committee (BAC).

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

21. REASONS FOR REJECTION

21.1 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.

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

22. JOINT VENTURE

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

22.2 Each JV Member must submit its CSD report showing its tax matters to be compliant.

22.3 Submission of a signed Joint Venture Agreement by the JV Partners and attached to this tender document; and

22.3.4 Submission of a Joint Venture BBBEE Rating Certificate.

23. 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".

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (BANK SETA)					
BID NUMBER:	BS/2022/RFB468	CLOSING DATE:	13 October 2022	CLOSING TIME:	11h00 am
DESCRIPTION	APPOINTMENT OF A PANEL OF SUITABLY QUALIFIED SERVICE PROVIDERS TO PROVIDE PROJECT MANAGEMENT AND ADMINISTRATION SERVICES FOR THE DISCRETIONARY GRANT / PIVOTAL GRANT FUNDING WINDOWS FOR ALL 9 PROVINCES				
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	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]

VERIFICATION CERTIFICATE	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
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 THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>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.</p>			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

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 institution	State

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.

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.

- 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.

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

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable: or

b) The **80/20** preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.2 Points for this bid shall be awarded for:

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

1.3 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

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.

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 PREFERENCE POINT SYSTEMS

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

80/20

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

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

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

3.2 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

4. BID DECLARATION

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

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

5.1 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.

6. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

6.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at last 51% owned by:

EME
√

QSE
√

Black people
Black people who are youth
Black people who are women
Black people with disabilities
Black people living in rural or underdeveloped areas or townships
Cooperative owned by black people
Black people who are military veterans

OR

Any EME

Any QSE

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:

7.2 VAT registration number: ...

7.3 Company registration number:

7.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[Tick applicable box]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

7.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g., transporter, etc.

[Tick applicable box]

- 7.7 Total number of years the company/firm has been in business: ...
- 7.8 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 certificates, 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 is 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 are 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 honor 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 stipulation alter in favor 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: <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 favor, 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 favor, 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.			

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NAME OF BIDDER	
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SIGNATURE	DATE