

REQUEST FOR BID PROFESSIONAL SERVICES

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BID NUMBER:		BS/20	22/RFB466	
ADVERT DATE		28 Oc	tober 2022	
CLOSING DATE	Date:	22 November 2022 – 11:00		
	Time:	11h00)	
DESCRIPTIO	N:	THE APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE CAPACITY BUILDING WORKSHOPS FOR UNEMPLOYED TEACHERS AND LIFE ORIENTATION TEACHERS TO BE TRAINED AS CAREER DEVELOPMENT/GUIDANCE PRACTIONERS, CONDUCT WORKSHOPS AND PRODUCTION OF TRAINING MATERIAL		
ONLINE NO	N- RY BRIEFING	04 N	ovember - 11h00	
			Online Non- Compulsory Briefing	Email for Briefing link to be sent to jacks@bankseta.org.za and copied to SCM@bankseta.org.za
			Respondent details	
	(Use this	as a co	ver page for response docu	ment and envelope)
Company Name:				
Contact pers	son:			
Company physical address				
Fmail:				

Telephone:				
Mobile number:				
Date:				
Original copy of document	ORIGINAL	СОРУ		

1. BANKSETA BACKGROUND

The Banking Sector Education and Training Authority (BANKSETA) is the SETA for banking and alternative banking industry. It is a statutory body established through the Skills Development Act of 1998 as amended by the Skills Development Act, 26 of 2011. The Bankseta seeks to promote skills development within the banking and alternative banking sector

For further details on the BANKSETA, visit www.bankseta.org.za and refer to the 2020 – 2021 annual report under the Media Center tab/section.

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

2. PURPOSE AND OBJECTIVES OF THE PROJECT

- 2.1. The BANKSETA seeks to appoint a service provider to recruit and facilitate capacity building workshops for employed life orientation and unemployed teachers to be trained as career development/guidance practitioners for a period of two (02) years.
- 2.2 The objective is to conduct 20 workshops per year.
- 2.3 The targeted maximum number of participants to be trained is 250 Life Orientation (LO) teachers and unemployed teachers per year.

3. SCOPE OF WORK

3.1 The Service provider responsibility is.

- 3.1.1 To recruit beneficiaries/learners and facilitate 40 Workshops in four provinces for the 2022-23 and 2023-24 years.
- 3.1.2 To liaise with the Department of Basic Education provincial life orientation coordinators in the recruitment of life orientation teachers to attend workshops.
- 3.1.3 To facilitate and manage the logistics of recruitment for unemployed teachers.
- 3.1.4 To conduct each workshop for a period of a day (09h00-15h00). The service provider can, based on resources available conduct more than one workshop on a particular day in the same or different province.

- 3.1.5 To design, content develop and manage (review the current BANKSETA training manual and update content relevant to career guidance training), print and the upload electronic version on USBs training material content.
- 3.1.6 To design, content develop and print attendance certificates
- 3.1.7 To secure venues and provide catering services for the workshops.
- 3.1.8 To manage the RSVP process/facility using various communication campaign methods (invitation (1), reminders (1),confirmations (2) through bulk messaging or any other communication platform to reach prospective attendees).
- 3.1.9 To provide a close out report of the workshops which must include excel (BANKSETA to submit the DHET quarterly report template in the kick-off meeting) and attendee/participants signed PDF attendance registers, Identity/passport copies of beneficiaries, equity targets, evaluation form report, challenges and lesson learnt per quarter.
- 3.1.10 Design, print and issue certificates of attendance.
- 3.1.11 The service provider should ensure that any accommodation booking and renting of cars be in line with the Treasury cost containment measures and not be above that of three (03) star rated level.

Proposed Locations

Total proposed number of beneficiaries to be trained for all provinces is a total of 250 per annum.

Year	Financial	Provinces	Proposed	Proposed number of Total
	Year		number of	Participants over the
			Workshops	Workshops
Year One	2022 – 2023	Eastern Cape	10	125
		Limpopo	10	125
Year Two	2023 – 2024	Gauteng	10	125
		North West	10	125

4. COMPETENCY AND EXPERTISE REQUIREMENTS

- 4.1.1 The service provider must provide proven track record in the form of reference letters indicating the provision of.
 - (a) Recruitment of delegates for workshop training services
 - (b) Workshop training.

4.1.2 The prospective service provider should demonstrate experience in the following.

(a) Conducting training or workshops

- 4.1.3 The prospective training provider is expected to provide a draft project plan with delivery timelines for the first twelve (12) months showing different project management phases.
 - (a) Initiation (scoping all resources)
 - (b) Planning (detailing a road map)
 - (c) Execution/implementation
 - (d) Reporting
 - (e) Close out
- 4.1.4 The training provider should provide the team with at least the following.
 - (a) Project Manager and
 - (b) Facilitator
- 4.1.5 The project manager should provide the following.
 - Copy of certificate in NQF Level 6 or higher in project management
 - CV demonstrating at least 3 years' experience in managing training projects
- 4.1.6 The facilitator should provide the following.
 - Copy of certificate in workshop facilitation with relevant accredited body such as but not limited to SACDA, ETDP SETA or other relevant accreditation body.
 - CV with reference details demonstrating three (3) years' experience in facilitating the training/workshops

The prospective training provider should provide at least one copy/ies of training material(booklet) used for their previous/current workshop(s),

5. PRODUCTION OF TRAINING MATERIAL REQUIREMENTS:

- 5.1 The design, layout, content development, content review, proofreading, editing, hyperlinking, uploading, and printing of 250 A4 training manuals (BANKSETA to provide the CI manual, corporate logo and Investors In People logo).
- 5.1.1 Content review of the current publication (100 pages);
- 5.1.2 Content development/update of at least 50% of the 100-pager publication with latest relevant information;
- 5.1.3 Design, layout, proofreading, editing, hyperlinking of 12 sections;
- 5.1.4 Saddle-stitched spine and glossy covers with matt inner pages;
- 5.1.5 Printing of 250 A4 publications per annum;
- 5.1.6 Grammage: 4-pager outside and inner covers 350 GSM and 96 inner 150 GSM;
- 5.1.7 250 Branded USBs per annum.

- 5.2 The design, layout, proofreading, editing, and printing of A4 full colour attendance certificates. Certificate requirements (BANKSETA to provide the CI manual, corporate logo and Investors in People logo).
- 5.2.1 Quantity: 250 printed certificates per annum;
- 5.2.2 Grammage: 180 GSM(matt finish)

6. DURATION OF THE CONTRACT

6.1 The contract will be valid from the contract signing date by both parties for a period of two (02) years.

7. PRICING STRUCTURE

- N.B: 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.
- 7.1 The quoted prices will remain fixed for the particular year indicated for the duration of the contract.
- 7.2. The attached pricing sheets (Appendix A) should 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.
- 7.3 The pricing sheet should show VAT separately.
- 7.4 Sufficient detail should be included to enable the BANKSETA to fully understand the make-up of the overall pricing.
- 7.5 All pricing assumptions, excluded costs and estimated costs should be clearly documented. The BANKSETA assumes that the pricing document as supplied is complete and covers all costs associated with this project.

8.SUBMISSION REQUIREMENTS

- 8.1 All submissions should be delivered in individual envelopes as per clause 8.4
- 8.2 Respondents should take particular care to ensure that there are no discrepancies between all submissions presented to the BANKSETA
- 8.3 The BANKSETA reserves the right to reject any submissions if there are discrepancies identified in the submissions thereto.
- 8.4 Document should be submitted as follows:One hardcopy should be the original submission, clearly marked "Original" and

one (1) copied version of the original and a soft (electronic) copy (preferably to be memory stick.

- 8.4.1 An Envelope 1 Original
- 8.4.2 B Envelope 2 Hard Copy of the original document and 1 Soft copy
- 8.4.3 C Envelope 3 **Pricing and SBD1** (invitation to bid) together with Valid BBBEEE.
- 8.4.4 Each individual envelope must be clearly marked with the following information: Description of the Submission:
- 8.5 Submissions that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted.
- 8.6 All submissions received by BANKSETA will become the property of the BANKSETA and will not be returned to the respondent.
- 8.7 The submissions must be inserted into the SUBMISSION BOX available at the Reception Area of BANKSETA Offices at the following address: -

Eco Origin Office Park, (Please use gate 1 to enter the Eco-origins Office Park) Block C2,

349 Witch-Hazel Avenue,

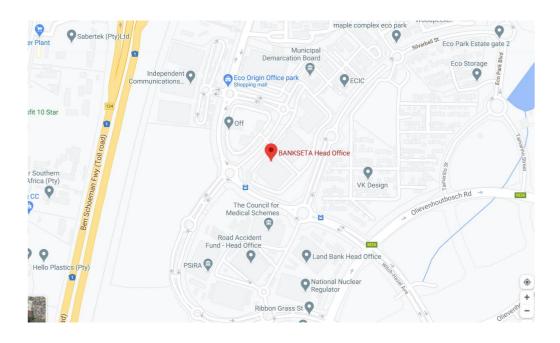
Eco Park Estate,

Highveld,

Centurion,

0144

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



- 8.8 NB: The Service provider is required to sign a register on their submission.
- 8.9 Unsuccessful bidders will be informed in writing when the process is concluded.
- 8.10 A tender will be considered late if received after the specified date and time.

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

9. ENQUIRIES/COMMUNICATION

9.1 Contact person for enquiries regarding the tender document:

Mr Jack Serite

Title: Specialist: Supply Chain Management Unit

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

Email: <u>jacks@bankseta.org.za</u> copy <u>scm@bankseta.org.za</u>

- 9.3 All clarifications or enquiries should be made in writing and received by the BANKSETA at least 10 days before closing date of the Tender. Telephonic requests for clarification will not be accepted.
- 9.4 All questions received after the non-compulsory briefing session and the BANKSETA's answers will be updated on the BANKSETA website under the tender for all service providers' information.

Kindly check BANKSETA's website for this information before finalisation of your bid. Should your questions not be included on the website kindly escalate this matter to Rapulas@bankseta.org.za and Beaulad@bankseta.org.za at least 7 days before the tender closes.

9.5 ESTIMATED RFB TIMELINES

Activity	Time	Date
Non-compulsory Virtual Briefing	11:00	04 November 2022
Bidders who wish to attend an online briefing session should indicate in writing within a week after advertising date.		
Final questions and answers emailed to BANKSETA.	Close Of	10 days before closing date of the Tender
Responses will be published on the website under the tender,	Business(C.O.B)	date of the Tender
Closing date	11h00	22 November 2022
Tender evaluation, Bidder Verification and Due Diligence	C.O.B	Within 4 weeks of closing

Clarification presentations by Service Providers if required/ Due Diligence	C.O.B.	Made post evaluations. Expect within 2 to 4 weeks of closing
Provisional Contract Award	C.O.B	Early December 2022
Contract Signatures	C.O.B.	20 December 2022

10. TENDER EVALUATION/ADJUDICATION

Bids will be evaluated in three phases:

- 10.1 Phase 1 Compliance/eligibility (Bids that do not pass the compliance eligibility evaluation will be disqualified from participating in the next evaluation)
- 10.2 Phase 2 -Technical/Functionality (Bids that do not meet the minimum threshold indicated in clause 13 will not participate in the final evaluation)
- 10.3 Phase 3 Price and BBBEE (Bidder will be appointed on the highest scores)

11. COMPLIANCE STATUS

- 11.1 The service provider should be registered on the Central Supplier Database (CSD) maintained by the National Treasury and accessible on www.treasury.gov.za
- 11.2 The BANKSETA, before making an award, shall check on the central supplier database (CSD) whether;
 - (a) the bidder's tax status is compliant
 - (b). the bidder or any of its directors are not listed / indicated as from doing business with the public sector, and person 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, or if they are employees of the state they have written authority to do work with the state as required by legislation.
- 11.3 The BANKSETA will not award any bids to service providers who do not comply with the above.

12. 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.

1	Submission of the following fully completed and signed returnable
	documents:
	- SBD 1 Invitation to submission
	- SBD 4 Declaration of interest
	- SBD 6.1 Preference points claim form in terms of the preferential
	procurement regulations 2017
2	Special Conditions that the bidder needs to accept by signing the last
	page and submit
3	Submission of the service provider's Central Supplier Database report.

13. FUNCTIONAL/TECHNICAL EVALUATION

CRITERIA	Sub Criteria Weighting	WEIGHTS
1.Track record of the bidder (Company Experience)		15
The service provider must provide evidence of proven track record through the provision of reference letters from clients for whom the service provider has done the following,	7.5	
1.1 Recruitment of delegates for training		
 The reference letters should Be on the client's letterhead, Be signed and dated Indicate the year the relevant work was done, (please note that the work should not been done earlier than five (5) years from the tender closing date – i.e. from November 2017 to 2022) Show the client contact details including contact name and telephone or email address. 		
On evaluation, the BANKSETA will award points as follows:		
 (a) 0 Reference letter = 0 points (b) 1 Reference letter = 1 points (c) 2 Reference letters = 2 points (d) 3 Reference letters = 3 points (e) 4 Reference letters = 4 points (f) 5 Reference letters and more = 5 points 	7.5	
1.2 Workshop training.		
 The reference letters should Be on the client's letterhead, Be signed and dated Indicate the year the relevant work was done, (please note that the work should not been done earlier than five (5) years from the tender closing date – from November 2017 to 2022) Show the client contact details including contact name and telephone or email address. 		
On evaluation, the BANKSETA will award points as follows:		
 (a) 0 Reference letter = 0 points (b) 1 Reference letter = 1 points (c) 2 Reference letters = 2 points (d) 3 Reference letters = 3 points (e) 4 Reference letters = 4 points (f) 5 Reference letters and more = 5 points 		

2.Experience of the Project Manager	20		
Submit copy/ies of certificate/s for the Project Manager at NQF			
Level 6 or higher in project management and a CV demonstrating			
years of experience in managing training projects.			
(a) No certificate with less than 1 year experience = 0 points			
(b) Certificate with 1 year and less than 2 years' experience = 1			
Point			
(c) Certificate with 2 years and less than 3 years' experience =			
2 Points			
(d) Certificate with 3 years and less than 4 years' experience =			
3 Points			
(e) Certificate with 4 years and less than 5 years' experience =			
4 Points			
(f) Certificate with more than 5-years' experience = 5 Points			
3. Experience of the Facilitator	30	0	
Submit copy of certificate of the Facilitator in facilitation/training with			
a relevant accredited body and a CV demonstrating years of			
experience in facilitating the training/workshops			
(a) No certificate with less than 1 year experience = 0 points			
(b) certificate with 1 years and less than 2 years' experience = 1 Point			
(c) certificate with 2 years and less than 3 years' experience = 2			
Points			
(d) certificate with 3 years and less than 4 years' experience = 3			
Points			
(e) certificate with 4 years and less than 5 years' experience = 4			
Points			
(f) certificate with 5 years and more than 5 years' experience =			
5 Points			
4.Service provider the project plan for 12 months	15		
The prospective training provider is expected to provide draft a			
project plan with delivery timelines for the first twelve (12) months showing the different project management phases.			
showing the different project management pridees.			
On evaluation, the BANKSETA will award points as per the			

above project milestones:			
(a) Initiation and planning = 1 point			
(b) Execution/implementation = 2 point			
(c) Monitoring and Evaluation = 1 point			
(d) Reporting/closure = 1 point			
5. Samples of Previous Training Material (Training Material	20		
Manual) The presenting training provider should provide a copy of training			
The prospective training provider should provide a copy of training			
material(booklet) used at their previous/current workshop(s).			
On evaluation, the BANKSETA will award points as follows:			
(a) No training material/booklet = 0 points			
(b) 1 training material/booklet = 3 Point			
(c) 2 training material/booklet = 4 points			
(d) 3 training material/booklets or more = 5 points			
PLEASE NOTE THAT THE FOLLOWING MUST BE INCLUDED			
A letter confirming that the training material was developed by the			
service provider or			
that the training material submitted to BANKSETA is not originally			
that of the prospective training provider and that it was modified from original author/developer to meet specific training			
requirements			
TOTAL WEIGHTING	100		
MINIMUM WEIGHTING THRESHOLD TO PASS TECHNICAL/FUNCTIONAL EVALUATION	70		

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

14. EVALUATION OF TECHINCICAL/FUNCTIONAL CRITERIA

14.1 Functionality will be evaluated using the following formula for each criteria or subcriterion

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

Where:

- Pf is the percentage/weighting scored for functionality for that criterion or subcriterion 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 the criterion or sub criterion.
- Ms is the maximum score possible per criterion or sub-criterion.
- 14.2 Each technical /functional evaluation criteria shows how it will be evaluated out of a BS2022/RFB466 Appointment of a Service Provider to Facilitate Capacity Building Workshops for Career Development Guidance, Conduct Workshops and Provide the Training Material

maximum of 5 points. i.e Ms =5 points

- 14.3 The score/points evaluated per criteria or sub-criterion by BANKSETA is divided by 5 and then multiplied by the weighting of the criteria/sub-criterion to arrive at the percentage.
- 14.4 The BANKSETA will add the percentages calculated for each criterion to arrive at the final total technical/functional percentage or weight.
- 14.5 Any proposals not meeting a minimum total weight threshold of 70 **percentage** or 70 weighting on functionality/technical evaluation will not participate in the price/preference points evaluation.

15. PRICE AND PREFERENCE POINTS EVALUATION

The tender will be evaluated using the following price/preference points principle: 80/20 PREFERENCE POINT SYSTEMS

Price	BBEEE	Total Points
	Preference points	
80	20	100

A maximum of 80 points is allocated for price.:

Pricing will be evaluated using the following formula:

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Where

Ps = Points scored for price of bid under consideration.

Pt = Price of bid under consideration.

Pmin = Price of lowest acceptable bid.

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

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

The BBBEE Certificate or a Sworn Affidavit for the exempted bidders and or BBBEEE Specific Sector issued by SANAS to be attached

B-BBEE Status Level of	Number	of
Contributor	points	

	(80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant	0
contributor	

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

17 TENDER CONDITIONS

- 17.1 BANKSETA reserves the right to withdraw or amend terms of reference by notice in writing by advertising in the media in which the tender was originally advertised prior to the closing date.
- 17.2 BANKSETA reserves the right not to award this tender or partially award the tender.
- 17.3 The cost of preparing the applications will not be reimbursed.
- 17.4 The BANKSETA reserves the right to conduct a due diligence (including site visits, capacity, assessment, and financial capability assessment) on short listed tender submitters before contracting.
- 17.5 BANKSETA reserves the right to verify the information submitted and request for further information during evaluation of the proposal.
- 17.6 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.

- 17.7 BANKSETA makes no representations, undertakings, or warranties whatsoever to any person in respect of the tender or any information contained in the tender.
- 17.8 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.
- 17.9 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.

18. REVIEW PROCESS

- 18.1 In order to evaluate and adjudicate proposals effectively, it is imperative that applicants submit responsive applications. To ensure an application will be regarded as responsive it is imperative to comply with all conditions pertaining to the application and to complete all the mandatory fields and questionnaires.
- 18.2 All applications duly lodged as per the submission requirements will be evaluated in accordance with the stipulated evaluation criteria.
- 18.3 All proposals will go through Evaluation Committee for evaluation on functionality
- 18.4 The proposals from the tender evaluation committee will be tabled before the Bid Adjudication Committee (BAC).
- 18.5 The validity period of proposals is 150 days after closing.

19. REASONS FOR REJECTION

- 19.1 Applicants shall not contact BANKSETA on any matter pertaining to the application from the time the application is closed to the time the application has been adjudicated. The results of the Tender will be published by the BANKSETA on portal any other platform which was advertised. Any effort by an applicant to influence the evaluation, application comparisons or application award decisions in any matter, may result in rejection of the applicant concerned.
- 19.2 BANKSETA shall reject a submission if the applicant has committed a proven corrupt of fraudulent act in competing for a particular contract.

20. BRANDING CONDITION/CLAUSE

20.1 The Banking Sector Education and Training Authority (BANKSETA)'s brand value is vital for the positioning of the organisation's brand reputation to the various target markets that the BANKSETA provides services to. It is therefore paramount that training providers

appointed by the BANKSETA adhere to the organisation's corporate identity guidelines whereby material is to be produced for learning programmes, programme research publications, promotional material, public relations whereby the BANKSETA is the funder of such programmes or materials.

- 20.2 Whereby programs are fully funded by the BANKSETA, BANKSETA will be deemed the sole or primary brand unless in instances whereby certification by institutions of higher learning advise in advance that for certification of qualifications, their branding guidelines prohibit dual branding on certificates. In this regard, the respective institution or training provider is expected to provide a corporate identity manual or letter of confirmation that for certification, only their branding is allowed and provide reasons for such.
- 20.3 In instances whereby promotional material, press releases and other material is produced for BANKSETA funded programs/projects, the BANKSETA remains the hero brand. There may be agreement between the BANKSETA, training providers, other SETAs and other collaborative partners to co-brand whereby the BANKSETA is still the funder or primary funder. In such instances, the BANKSETA will remain the hero or primary brand. Prior approval is required from the BANKSETA's Marketing and Communications Manager prior to any promotional items, corporate gifts, publications and press releases being produced, distributed or published.
- 20.4 The exception for the BANKSETA being the only primary brand, applies in circumstances whereby the partnership is of equal contribution whereby funding is concerned. This means that partners will have equal brand status. The corporate identity manual will be provided to all that enter into contracts with the BANKSETA through the respective operational departmental representatives.

21 JOINT VENTURE

- 21.1 <u>In the case of a Joint Venture, the following will be Applicable:</u>
- 21.2 Each JV Member must have a valid Tax Clearance Certificate issued by SARS; or CSD report showing tax status.
- 21.3. Submission of a signed Joint Venture Agreement by the JV Partners and attached to this tender document; and
- 21.4 Submission of a Joint Venture BBBEE Rating Certificate.

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YOU ARE HERE	BY INVITED TO BID F	OR REQUIR	KEMENI	S OF TH	F RAI	NKSEIA	OL COINO	
BID NUMBER:	BS/2022/RFB466	LOSING DA	TE.	22 Nov	ombo	r 2022	CLOSING TIME:	11:00am
DID NUMBER.	THE APPOINTMENT							
	WORKSHOPS FOR		_	_	_	_	-	
	TO BE TRAINED AS							
DESCRIPTION	WORKSHOPS AND						,	
THE SUCCESSE	UL BIDDER WILL BE	REQUIRED	TO FIL	L IN AN	D SIG	N A WRITT	EN CONTRA	ACT FORM
(SBD7).								
	DOCUMENTS MAY I		TED IN T	ГНЕ				
	TED AT (STREET ADD							
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B-BBEE STATUS		☐ Yes			LEVE	EL	☐ Yes	
VERIFICATION (-				SWC			
[TICK APPLICAB		☐ No			AFFI	DAVIT	☐ No	
IF YES, WHO WA								
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AN ACCOUNTII	NG OFFICER AS					RATION AC		LATED IN
	ED IN THE CLOSE						CCREDITED	BY THE
	N ACT (CCA) AND			_	-		ON SYSTEM	
	PLICABLE IN THE			ISTERED				
TICK BOX			NAME:					
[A B-BBEE STA	ATUS LEVEL VERIF	ICATION C	ERTIFIC	ATE/SW	ORN	AFFIDAVIT	(FOR EME	s& QSEs)
MUST BE SUBM	IITTED IN ORDER TO	QUALIFY F	OR PRE	FERENC	E PO	INTS FOR E	B-BBEE]	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐☐ [IF YES ENCLOSE PROOF]	No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	□Yes [IF YES A PART B:	ANSWE	
SIGNATURE OF BIDDER			DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid, e.g. resolution of directors, etc.)						
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)			
			CHNICAL INFO	RMATION	MAY	BE
BIDDING PROCEDURE ENQUIRIES M	AY BE DIRECTED TO:		RECTED TO:			
DEPARTMENT/ PUBLIC ENTITY	BANKSETA		NTACT RSON			
CONTACT PERSON	Mr Jack Serite		LEPHONE MBER			
TELEPHONE NUMBER			CSIMILE MBER			
FACSIMILE NUMBER		E-M	IAIL ADDRESS			
E-MAIL ADDRESS	jacks@bankseta.org.za					

SBD4 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 person who is employed		oidder, have a relationshution? YES/NO	nip with any
2.2.1	If so, furnish particular	S:		
	wer, by one person or a group of s having the deciding vote or pow		1 0	•

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 D	ECLARATION
	I, the undersigned, (name)
3.1 3.2	I have read, and I understand the contents of this disclosure; 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

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

official bid opening or of the awarding of the contract.

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

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.

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 PROCUREMENTREGULATIONS, 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 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 preference point system will be applicable to 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 onblack 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;
- "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

80/20

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:

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \qquad \text{or} \qquad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.	RI	חו	D	F	CL	Δ	R	Δ.	TΙ	O	۸	J
J.	_	_	\boldsymbol{L}	_,		_		~		u	4 6	

5.1		who claim pe the follow		espec	t of B-BB	EE Status	s Level of Co	ntribu	ition must	
6.		STATUS APHS 1.4 A		OF	CONTR	IBUTOR	CLAIMED	IN	TERMS	OF
6.1	B-BBEE	Status Lev	el of Con	tributo	or: .	=	(maximum	of 1	0 or 20 poi	nts)
`		•					dance with the BBEE status			
7.	SUB-CON	TRACTING	3							
7.1	Will any	portion of tl	he contra	ct be s	sub-contr	acted?				
	(Tick ap	plicable be	ox)							
	YES	NO								

7	1 1	If vo	s indicate:	
/		ir ve	s. indicate:	

i)) Wh	at	percentage	of	the	contract	will	be
	sub	ocontracte	ed		%			
ii	i) The	e name of	the sub-contra	ctor				
iii) The B-Bl	BEE s	tatus leve	l of the sub-cor	ntractor				
į	v) Wh	ether the	sub-contractor	r is an EME	or QSE			
(Tick applie	cable	box)						
		FC I	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	EME	QSE
by:	$\sqrt{}$	
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8.	DECLARATION WITH REGARD TO COMPANY/FIRM
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, thepurchaser 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 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	SIGNATURE(S) OF BIDDERS(S)
1	DATE:
2	ADDRESS

SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO COMPLY WITH.

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

	SPECIAL CONDITIONS	CON	FIRMA	CONFIRMATION				
		Yes	No	If no, deviation	indicate			
1	GENERAL		1					
1.1	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. 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. THE SPECIAL CONDITIONS OF REQUEST FOR	R QUO	TATIO	N. REQUEST	FOR BID			
	AND CONTRACT	1		,				
		Yes	No	If no, deviation	indicate			
2.1	Special Conditions of Request for Quotation, Request for Bid and Contract has been noted.							
3	GENERAL CONDITIONS OF CONTRACT	l	1					
		Yes	No	If no, deviation	indicate			
3.1	The General Conditions of Contract must be accepted by signing the last page of this document.							

		Yes	No	If no, deviation	indicate
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, deviation	indicate
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, INVENTIO applicable to services requiring IP)	NS AND	COF	YRIGHT (Only
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.	t d d d d d d d d d d d d d d d d d d d	
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.	5	
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	r	

	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	lf devia	no, tion	indicate
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, deviation	indicate
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.				

		Yes	No	If dev	no, riation	indicate
11	RETENTION					
	power or right under this agreement.					
	nor shall any single or partial exercise of any such					
	shall operate as a waiver of such power or right					
	conferred on such Party in terms of this contract					
10.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right					
40.0	conditions hereof .					
	continuing or other breach of the terms and					
	any remedy of the waiving party in respect of any					
	this contract by the other Party shall not prejudice					
	Party of any breach of the terms or conditions of					
10.1	The waiver (whether express or implied) by any			401		
		Yes	No	lf dev	no, riation	indicate
		14		1.0		
10	PARTIES NOT AFFECTED BY WAIVER OR BRE	ACHES	3			
	power or right under this agreement.					
	nor shall any single or partial exercise of any such					
	shall operate as a waiver of such power or right					
	conferred on such Party in terms of this contract					
3.0	part of any Party in exercising any power or right					
9.8	No favour, delay, relaxation or indulgence on the					
	of applicable law.					
	VAT or other monies required to be paid in terms					
	to the appropriate authorities for its income tax,					
9.7	The contractor shall be responsible for accounting					
	bank; □ Statement.					
	☐ Copy of a cancelled cheque; ☐ Letter from					
	following forms:					
	Proof of the banking details will be accepted in the					
	be submitted with the contractor's first invoice.					
	acceptable and valid invoice. Banking details must					
3.0	account normally 30 days after the receipt of an					
9.6	Payment shall be made into the contractor's bank					
	complying with section 20 of the VAT act No 89 of 1991 has been submitted to the BANKSETA.					
	made to the contractor unless an invoice					
	for the services rendered. No payment will be					
	currency of the contract, invoice the BANKSETA					
9.5	The Contractor shall from time to time during the					

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, deviation	indicate
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				
		1	1		
	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, REC		FOR BI		
		Yes	No	If no, deviation	indicate
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.				

NAME OF BIDDER	
SIGNATURE	DATE