



mictseta

MEDIA, INFORMATION AND COMMUNICATION TECHNOLOGIES
SECTOR EDUCATION TRAINING AUTHORITY

Accelerating quality skills towards an information savvy society

INVITATION TO BID

Provision of Financial Management and related services for period of three (3) years subject to MICT SETA license renewal

MICT 05/2014

CLOSING DATE: 07 July 2014

TIME: 11:00

BID DOCUMENT INDEX PAGE

Bidders are to ensure that they have received all pages of this document, which consist of the following sub-documents:

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1. Part 1: STANDARD BIDDING DOCUMENTS

SBD 1

INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE
MEDIA, INFORMATION AND COMMUNICATION TECHNOLOGIES SECTOR
EDUCATION TRAINING AUTHORITY – MICT SETA**

BID NUMBER: RFQ: MICT 05/2014

CLOSING DATE: 07 July 2014 CLOSING TIME: 11:00 am

DESCRIPTION: PROVISION OF FINANCIAL MANAGEMENT AND RELATED SERVICES FOR A PERIOD OF THREE (3) YEARS SUBJECT TO THE MICT SETA LICENSE RENEWAL

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: PO Box 5585, Halfway House, 1685. OR

DEPOSITED IN THE BID BOX SITUATED AT MAIN RECEPTION AT GROUND FLOOR; Block 2, Level 3 West, Gallagher House, Gallagher Estate, 19 Richards Drive, Midrand

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER
.....

POSTAL ADDRESS
.....

STREET ADDRESS
.....

TELEPHONE NUMBER
CODE.....NUMBER.....

CELLPHONE NUMBER
.....

FACSIMILE NUMBER CODE.....
NUMBER.....

E-MAIL ADDRESS:
.....

VAT REGISTRATION NUMBER:
.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES
or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES
or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT
(CCA)..... A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN
ACCREDITATION SYSTEM (SANAS) OR..... A REGISTERED AUDITOR
..... [TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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? YES or NO. IF YES ENCLOSE PROOF*

SIGNATURE OF BIDDER:
.....

DATE
.....

CAPACITY UNDER WHICH THIS BID IS
SIGNED.....

TOTAL BID PRICE.....

TECHNICAL QUERIES REGARDING THE BID DIRECTED TO:

Contact Person: Mr Busa Mothoagae
Tel: 011 658 1380
Fax: 086 288 6615
E-mail address: info@tiisang.co.za

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURES MAY BE DIRECTED TO:

Contact Person: Mr Cedric Kekana
Tel: 011 207 2637
Fax: 086 288 6615
E-mail address: cedric.kekana@mict.org.za

IMPORTANT CONDITIONS: MISCELLANEOUS REQUIREMENTS

1. The bid documents are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire or in a separate annexure.
2. The bid documents should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made for any item but only on a photocopy of the page in. Additional offers made in any other manner may be disregarded.
3. Should bid documents not be filled in by means of mechanical devices, for example typewriters, ink, preferably black, must be used to fill in bids.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
5. In terms of paragraph 17 of the General Conditions and Procedures (ST 36) firm bid prices and delivery periods are preferred. Consequently bidders shall clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. If non-firm prices are tendered, paragraphs 52.1 to 52.4 of the General Conditions and Procedures (ST 36) shall apply.
7. Where items are specified in detail, the specifications form an integral part of the bid document and bidders shall indicate in the space provided whether the items offered are to specification or not.
8. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified".
9. In cases where the items are not to specification, the deviations from the specifications shall be indicated.
10. The bid prices shall be given in the units shown.
11. With the exception of basic prices, where required, all prices shall be quoted in South African currency.
12. Delivery basis:
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of bid, shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station if the goods are required elsewhere.

- (b) Notwithstanding the provisions of paragraph 12(a), bid prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivered on site as specified.
13. Unless specifically provided for in the bid document, no bids transmitted by telegram, telex, facsimile or similar apparatus shall be considered.
14. These conditions form part of the bid and failure to comply therewith may invalidate a bid.
15. Bidders are requested to promote local content optimally. In terms of paragraphs 25 to 25.2 of the General Conditions and Procedures (ST 36) bidders who use locally manufactured components, products, equipment and systems, including electronic components and systems, may claim preferences as set out in the SBD FORM 6.2 document.

**MEDIA, INFORMATION AND COMMUNICATION TECHNOLOGIES SECTOR
EDUCATION TRAINING AUTHORITY SETA**

RFQ: MICT 05/2014

I/We hereby offer to supply all or some of the supplies and/or services described in the attached documents on the terms and conditions and in accordance with the specifications stipulated therein, and at the price on the terms of delivery/execution indicated by the Media, Information and Communications Technologies Sector Training Authority.

I/We agree –

1. that this offer shall remain binding on me/us and open for acceptance for the period stipulated above,
2. that if my/our offer is accepted, the acceptance will be communicated to me/us by letter or order through the post, and such acceptance shall constitute a contract between me/us and Media, Information and Communications Technologies Sector Training Authority.

I/We choose as domicilium citandi et executandi in the Republic

.....
.....

IN BLOCK LETTERS ON BEHALF OF –

Complete Registered

Name of Bidder:

Postal Address:
.....

Telephone No:

Facsimile No:

Date:

**AUTHORISED
SIGNATURE**

Name in Block
Letter:

Capacity:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BID:	BID NO: MICT 05/2014
CLOSING TIME 11:00	CLOSING DATE: 07.07.2014

OFFER TO BE VALID FOR ...90...DAYS FROM THE CLOSING DATE OF QUOTE.

ITEM	DESCRIPTION	QUOTE PRICE IN RSA	CURRENCY
NO		** (ALL	APPLICABLE
TAXES INCLUDED)			

1. The accompanying information must be used for the formulation of proposals.
3. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4.	PERSON AND POSITION	HOURLY RATE	DAILY
RATE	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

	-----	R-----	-----
days			
	-----	R-----	-----

days

days ----- R-----

days ----- R-----

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....
TOTAL: R.....			

**** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

TECHNICAL QUERIES REGARDING THE BID DIRECTED TO:

Contact Person : Mr. Busa Mothoagae
Tel : 011 658 1380
Fax : 086 288 6615
E-mail address: info@tiisang.co.za

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURES MAY BE DIRECTED TO:

Contact Person : Mr. Cedric Kekana
Tel : 011 207 2637
Fax : 086 288 6615
E-mail address: cedric.kekana@mict.org.za

ANNEXURE B

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his / her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder, member) :
.....
 - 2.3.1 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.4 Tax Reference Number:
.....
 - 2.5 VAT Registration Number:
.....
 - 2.6 The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person/director/trustee/shareholder/member :

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

2.8 Did you or your spouse, or any of the company's directors/trustees/shareholders/members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars:

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars:

.....

2.11 Do you or any of the directors/trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

1. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	Personal Tax Number	Income Reference	State Number/Persal Number	Employee Number

SBD 4

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases/lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million

or

 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.

or

 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.

or

 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rand), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rand) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rand), to contact and furnish the DTI with the following information:
- Bid/contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail [at Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number:		Closing date:.....	
Name of bidder:			
Postal address:			
Signature		Name (in print)	
Date.....			

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2011**

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- Price; and
- B-BBEE Status Level of Contribution.

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

	POINTS
• PRICE	90
• B-BBEE STATUS LEVEL OF CONTRIBUTION	10
• Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the

bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “*sub-contract*” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 **However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for**

B-BBEE, the successful bid must be the one scoring the highest score for functionality.

- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 Ps=80\left(1 - \frac{Pt-P_{min}}{P_{min}}\right) & \mathbf{or} & Ps=90\left(1 - \frac{Pt-P_{min}}{P_{min}}\right)
 \end{array}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2

Non-compliant contributor	0	0
---------------------------	---	---

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and **valid B-BBEE status level verification certificate or a certified copy thereof**, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? **YES / NO**
(delete which is not applicable)

8.1.1 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? **YES / NO** (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES:.....

.....

9.6 COMPANY CLASSIFICATION

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

9.7 Total number of years the company/firm has been in business?

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:-
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10

years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

WITNESSES:

a)

..... SIGNATURE(S) OF BIDDER(S)

b)

DATE:.....

ADDRESS:.....

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 abused the institution’s supply chain management system;
 committed fraud or any other improper conduct in relation to such system; or
 failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (a) (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). (b) (c) The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. (d)	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes	No

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
 TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
 TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature Date

Name of Bidder Position

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the

public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

2. Part 2 - CONDITIONS OF BID

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
1. GUIDELINE ON COMPLETION					
1.1	Bidders must indicate compliance or non-compliance on a paragraph by paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The bidders must clearly state if a deviation from these requirements are offered and the reason thereof. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in the manner may be considered incomplete and rejected. Should bidders fail to indicate agreement/compliance or otherwise, the MICT SETA will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid document.				
1.2	Proper bids for the services specified must be submitted.				
2. GENERAL CONDITION OF CONTRACT					
2.1	The General Conditions of Contract must be accepted. (Refer to page 62)				
3. ADDITIONAL INFORMATION REQUIREMENTS					
3.1	During evaluation of bids, additional information may be requested in writing from bidders. Replies to such must be submitted, within the time-frame as requested by MICT SETA. Failure to comply, may lead to your bid being disregarded.				
4. VENDOR INFORMATION					
4.1	All bidders will be required to complete a vendor information form detailing the organization's complete profile.				

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
5. CONFIDENTIALITY					
5.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
5.2	All bidders are bound by a confidentiality agreement preventing the authorized disclosure of any information regarding MICT SETA or of its activities to any other organization or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the MICT SETA.				
6. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT					
6.1	Copyright of all documentation relating to this assignment belongs to MICT SETA. The successful bidder may not disclose any information, documentation or products to other client without the written approval of MICT SETA.				
6.2	In the event that the Company would like to use any information or data generated in terms of the services, the prior written permission must be obtained from MICT SETA.				
6.3	MICT SETA shall own all material produced by the company during the course of, or as part of the services.				
6.4	This clause 7 shall survive termination of this agreement.				
7. PAYMENTS					
7.1	MICT SETA will pay the Company the fee as set out in the final contract. No additional amounts will be payable by MICT SETA to the contractor.				
7.2	The contractor shall from time to time during the duration of the contract, invoice MICT SETA for the services rendered. No payment will be made to the contractor unless an invoice has been submitted to MICT SETA.				

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
7.3	Payment shall be made into the successful service provider's bank account within 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded)				
7.4	The contractor shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable laws.				
8. NON COMPLIANCE WITH DELIVERY ITEMS					
8.1	As soon as it becomes known to the contractor that he/she will not be able to deliver the goods/services within the delivery period/or against the quoted price and/or as specified, the MICT SETA must be given immediate written notice to this effect. The MICT SETA reserves the right to implement remedies as provided for in the GCC.				
9. WARRANTS					
9.1	The Company warrants that: It is able to conclude the Agreement to the satisfaction of MICT SETA.				
9.2	Although the contractor will be entitled to provide services to persons other than MICT SETA, the contractor shall not without the prior written consent of MICT SETA, 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 the services.				
10. PARTIES NOT AFFECTED BY WAIVER OR BREACHES					
10.1	The waiver (whether expresser implied) by any party of any breach of the terms or conditions of this agreement by the other party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.				

10.2	No favour, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred on such party in terms of this Agreement shall operate as a waiver of such power or right under this agreement.				
No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
11. RETENTION					
11.1	On termination of this agreement, the contractor shall on demand hand over all documentation, information, software, etc., without the right of retention, to the MICT SETA.				
11.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid 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 the requirement that the agreement to amend or vary shall be in writing.				
12. SUBMITTING BIDS					
12.1	An original plus two copies of the technical proposal plus one copy of financial proposal bid, i.e, four documents in total in two separate sealed envelopes clearly marked TECHNICAL AND FINANCIAL PROPOSAL should be handed in/delivered to:				
12.2	Supply Chain Manager: Media, Information and Communication Technologies Sector Education Training Authority (MICT SETA) Head Office Midrand: Block 2, Level 3 West Gallager Convention Centre, Gallager Estate, 19 Richards Drive, Halfway House, MIDRAND, 1685				
NB: Bids are to indicate on the cover of each bid document either it is the original or a copy.					
12.3	Bids should be in a sealed envelope, marked with: <ul style="list-style-type: none"> • Bid number (RFP: MICT 05/2014) • Closing Date and time (07/07/2014 at 11:00) • The name and address of the tenderer. 				

13. LATE BIDS				
13.1	Late submissions will not be accepted. A submission will be considered late if it arrives a second after 11:00. The Bid box shall be locked at exactly 11:00 and Bid arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time to for any unforeseen events that may delay the delivery of the bid.			
No	Conditions	Confirmation		
		Yes	No	Noted
				If no indicate deviation
14. CLARIFICATIONS				
14.1.1	Any clarification required by a bidders regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (letter, facsimile or email) from: Any technical queries should be directed to Busa Mothoagae via mail - info@tiisang.co.za. Cedric Kekana at cedrick.kekana@mict.org.za, 011 805 6833 respectively. The bid number should be mentioned in all correspondence.			
15. FORMAT OF BIDDERS				
15.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.			
15.2	Bidders are to set out their proposal in the following format: ONE SEPARATE SEALED ENVELOPE CLEARLY MARKED: TECHNICAL PROPOSAL ONE (1) ORIGINAL AND TWO (2) COPIES OF THE TECHNICAL PROPOSAL ONE SEPARATESEALED ENVELOPE CLEARLY MARKED: FINANCIAL PROPOSAL ONE (1) ORIGINAL OF FINANCIAL PROPOSAL			

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
15.3	Part 1: REQUEST FOR BIDS				
15.4	Part 2: Compliance to Special Conditions of Bid and Noting of Evaluation Process and Criteria				
15.5.	Part 3: SARS Tax Clearance Certificate, & B-BBEE Certificate				
	3.1 Tax clearance certificate(s). An original SARS Tax Clearance Certificate must accompany the proposal. In the case of a consortium/ joint venture, or where sub-contractors are utilized, an original SARS Tax Clearance Certificate for each consortium/ joint venture member and/or sub-contractor (individual) must be submitted.				
	3.2 B-BBEE Certificate(s).				
15.6	Part 4: Standard Bid Documentation				
15.7.	Part 5: Technical Approach (Understanding and innovation)				
15.8	Part 6: Experience in this field				
15.9	Part 7: Team details including curricula vitae of all team members				
15.10	Part 8: Pricing Schedules				

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
16. DETAILS OF PROPOSAL DOCUMENTS					
16.1	Part 1: REQUEST FOR BIDS Bidders must complete and submit the bid documents.				
16.2	Part 2: Compliance to Special Conditions of Bid and Noting of Evaluation Process and Criteria Bidders must complete all SBD documents. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
16.3	Part 5: Technical Approach Bidders must indicate/demonstrate their understanding of this assignment and how they will approach it				
16.4	Part 6: Experience in this field Bidders should provide at least the following information: <ul style="list-style-type: none"> • Details of contracts for similar/related work within the last 3 years. • Contract details of a minimum of 3 organisations for which work was done 				
16.5	Part 7: Delivery Team details				
16.6	In this section bidders must provide details of the team named in previous part.				
16.7	They should provide a summary chart containing all the people to be used.				
16.8	For each team member there must be: <ul style="list-style-type: none"> • A brief capability statement indicating clearly why they are suitable to fill their position • A complete curriculum vitae. A format is provided as a guideline for the compilation of the CV's 				
16.9	Part 8: Pricing Schedule				
16.10	All costs related to this assignment are to be allowed for in the pricing schedule and formats prescribed.				

16.11	A pricing schedule with one of the specified elements omitted from the costing may be considered non responsive.				
17. PRESENTATION					
17.1	The MICT SETA reserves the right to invite bidders for presentation at bidders own cost and perform site visits on short listed bidders before the award of the bid, as part of evaluation process.				
18. NEGOTIATIONS					
18.1	The MICT SETA has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
18.2	The MICT SETA shall not be obliged to accept the lowest of any quotation, offer or proposal.				
18.3	Despite preferential procurement regulations 3(4), 4(4), 5(4), 6(4) and 8(8) that state that only the proposal with the highest number of points may be selected, a contract may, on reasonable and justifiable grounds, be awarded to a proponent that did not score the highest number of points.				
18.4	All Bidders will be informed through either Government Bulletin, website or formal letters. Whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of MICT SETA or his written authorized delegate				
18.5	Documents submitted by bidders will not be returned.				
19. DOMICILIUM					
19.1	The parties hereto choose domicilia citandi et executandi for all purposes of and in connection with the final contracts as follows:				

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
19.2	Media, Information and Communication Technologies Sector Education Training Authority Head Office Midrand: Block 2, Level 3 West Gallager Convention Centre, Gallager Estate, 19 Richards Drive, Halfway House, MIDRAND, 1685				
19.3	The Service Provider: 				



mictseta MEDIA, INFORMATION AND COMMUNICATION TECHNOLOGIES
SECTOR EDUCATION TRAINING AUTHORITY

Accelerating quality skills towards an information savvy society

MICT 05/2014:

**TERMS OF REFERENCE
FOR
PROVISION OF FINANCIAL MANAGEMENT
AND RELATED SERVICES**

CONFIDENTIAL

2 June 2014

1. BACKGROUND

1.1. MICT SETA, one of the Sector Education and Training Authorities (SETA's), was established in March 2000 to transform the skills profile of the MICT sector. It operates within the context of the National Skills Development Strategy to raise the levels, quality and relevance of the education and training in the sector and encourages partnerships between the public and private organisations to benefit employers, employees and the unemployed.

2. OBJECTIVE

2.1. The objective of this bid is to appoint a suitably qualified and experienced service provider to provide Financial Management and related services to the Media, Information and Communication Technologies, Sector Education and Training Authority (MICT SETA).

3. ORGANISATIONAL STATUS

3.1. The MICT SETA currently operates on a fully outsourced operating model for its Financial Management services. The Incumbent Service Provider supports MICT SETA with integrated Financial Management and related services.

4. SCOPE OF SERVICE AND REQUIREMENTS

4.1. The service provider(s) will be expected to deliver the following key requirements:

4.1.1. Accounting, Finance and Administration

- Manage all Statutory functions
- Management of assets
- Budget Management (MTEF planning and development)
- Management of Accounting and Financial services
- Administration for General Accounting
- Accounts Payable
- Preparation of National Treasury and Department of Higher Education Training (DHET) reports
- Technical operational support on financial management
- Audit support (including ensuring that working papers are available before preparing AFS as evidence for audit purposes.)

- Preparation of Annual Financial Statements
- Support internal and external audits
- Ensure clean statutory audit

4.1.2. Business Intelligence

- Reporting for the accounting, finance and administration function.
- Statutory Financial Reports

4.1.3. General requirements

- To assess the state of financial management for MICT SETA and provide recommendation on areas of improvement.
- Compliance with PFMA and relevant accounting and auditing standards.
- Assist MICT SETA with development and implementation of budget related policies.
- Assist MICT SETA with development and implementation of audit remedial plans.
- A supplier should have a proven track record of Financial Management functions described above.
- A supplier must be able to meet MICT SETA's SLA and implementation deadlines.

5. DELIVERABLES

- Monthly reconciliations;
- Timely submission and credible Annual Financial Statements;
- Improvement on audit outcomes;
- Monthly financial check list and audit files;
- Financial Management controls, policies and procedures in place;
- Support MICT SETA with National Treasury and DHET reporting;
- Budget and Expenditure Management;
- Provide guidance and participate in Risk and Audit Committees; and
- Clean audits.

6. CONTENT OF BID PROPOSAL

The proposal should include:

6.1.1. General contact information:

- Company Name.

- Consortium name, if applicable.
- Full details of consortium members, if applicable.
- Details of responsible person who will act on behalf of the company/ consortium.

6.1.2. All relevant strengths of the firm bidding for the service - e.g. similar previous experience, in-house skills etc.; information which will assist MICT SETA to assess its capabilities, capacity and competitive advantage.

6.1.3. Company profile.

6.1.4. A proposed plan of action to achieve the solution objectives.

6.1.5. A list references of previous and current Financial Management and related services.

6.1.6. An organogram or list of resources together with the curriculum vitae of the staff who will be available for the duration of the work. Staff changes regarding staff allocated to MICT SETA must be done in consultation with MICT SETA.

6.1.7. A breakdown of the once-off fees and monthly fixed cost for services to be rendered.

6.1.8. How the Bidder proposes to provide governance assistance to MICT SETA.

6.1.9. In so far as is possible, provide an overview of the methodology to be applied.

6.1.10. Submission of audited financial statements for the last two years.

7. APPOINTMENT, COMMENCEMENT AND DURATION

7.1. The successful bidder will be appointed for a period of three (3) years effective from the date of signing the service level agreement; subject to the MICT SETA license renewal.

8. PACKAGE APPROACH

- 8.1. MICT SETA would prefer to conclude an agreement with a Bidder who is able to provide a complete offering for all the services listed under the terms of reference.
- 8.2. Where service providers do not have the necessary expertise in a specific functional area or system requirement, the lead provider will be required to contract with other specialists. As a result consortiums and joint ventures (JVs) will be allowed. MICT SETA will however only contract with one party, the lead provider. The lead provider will be required to have contractual agreements, Pricing and Service Level Agreements in place with all of its third party partners. Documentary evidence of such agreements must be provided to MICT SETA in the bid documentation.
- 8.3. The contracted lead provider will be responsible for the management and performance of all of its partners. Pricing as supplied must therefore include all of the services as provided by the lead provider and any partners.
- 8.4. MICT SETA will not be involved in any sub-contractor/JV arrangements or discussions.

9. Evaluation criteria and process

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
1. EVALUATION PROCESS					
1.1 COMPLIANCE WITH MINIMUM REQUIREMENTS					
1.1.1	Stage 1: All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication.				
1.2 PRICE FUNCTIONALITY AND PREFERENCE POINTS					
1.2.1	All remaining bids will be evaluated as follows :				
1.2.2	Stage 2: All bids will be evaluated for functionality up to the total of 100 points . Stage 3 Bidders who score more than 70 points will participate in final evaluation process - 90 points for price, and 10 points for B-BBEE points will be awarded as set out in the preference points claim form(s)				
1.3 DETERMINATION OF PERCENTAGE FOR FUNCTIONALITY					
1.3.1	The evaluation criteria and weights for functionality as indicated in Table 1, will apply.				

No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
1.3.2	<p>The percentage scored for functionality should be calculated as follows: Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specific weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score. The following formula should then be used to convert the total score to a percentage for functionality:</p> $Ps = \frac{So}{Ms} \times Ap$ <p>Where: Ps = percentage scored for functionality by bid/proposal under consideration So = total score of bid/proposal under consideration Ms = maximum possible score Ap = Percentage allocated for functionality</p>				
	<p>The percentages of each panel member shall be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder for functionality</p> <p>After calculation of the percentage for functionality, the price of all bids that obtained the minimum score 70 points for functionality should be taken into consideration.</p>				

1.4 ELIMINATION OF PROPOSALS ON GROUNDS OF FUCTIONALITY				
1.4.1	Bids that score less than 70 points will be eliminated from further consideration. Points will therefore not be awarded for their cost proposals or for preference.			
1.5 DETERMINATION OF PERCENTAGE FOR PRICE				
1.5.1	<p>The percentage scored for price shall be calculated as follows:</p> <p>The lowest acceptable bid/proposal (adjusted or not), will obtain the maximum percentage allocated for prices (adjusted or not), will proportionately obtain lower percentages.</p>			
1.5.2	<p>The points scored out of 90 shall be calculated according to the formula.</p> <p>The 90/10 preference point system (more than R1 000 000)</p> $P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>Ps= percentage scored for price by bid/proposal under consideration</p> <p>Pmin= lowest acceptable bid/proposal</p> <p>Hs= price of bid/proposal under consideration</p> <p>Rs= percentage scored for functionality and price by bid/proposal under consideration.</p>			

1.6 COMBINING PRICE AND B-BBEE STATUS PREFERENCE POINTS				
1.6.1	The B-BBEE preference points for each bid will now be added to the price (see 1.5.2)			
1.6.2	The Evaluation Committee may recommend that the contract be awarded to the bidder obtaining the highest aggregate mark as determined by 1.6.1 or to a lower scoring bid on justifiable grounds.			
1.7 ADJUDICATION OF BID				
1.7.1	The Evaluation Committee will consider the proposals and make the recommendations to the Bid Adjudication Committee. The successful bidder obtaining the highest aggregate mark as determined by 1.6.1 or to a lower scoring bid on justifiable grounds.			

PART 4: EVALUATION CRITERIA

EVALUATION CRITERIA

Please note that the evaluation of your proposal will be conducted in three stages:

Stage 1

Submission of the following in time

1	Company Profile with contactable references
2	ID Copies for shareholders/owners
3	Company Registration documents
4	Supplier Valid Tax Clearance and B-BBEE
5	BEE Certificate
6	All standard Bid Documents attached
7	ID Copies of owners
8	Deposit slip
9	Signed General Conditions of Contract (GCC)

The attached Standard Bid Documents and General Conditions of Contract as prescribed by National Treasury form part of the bid documentation and must be completed and initialled by an authorised representative

Note: Bidders that fail to comply with the abovementioned special requirements may be disqualified.

Stage 2

An assessment of **Functionality** will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated, and you will be required to score a minimum of 70 points (out of the 100 points), i.e. 70%, for Functionality in order to qualify to proceed to Stage 3.

In terms of technical and compliance detail the following will be taken into consideration when evaluating the proposals:

CRITERION	MAXIMUM POINTS TO BE AWARDED
1. Functionality	
Demonstrate experience of financial management, including: Preparation of AFS of public entities Knowledge of PFMA	30
Experience and qualifications of the delivery team individually	20
Approach and methodology of the financial management solution	20
Financial Management experience in SETA environment with <i>contactable references</i>	10
Financial Management experience in Public Sector <i>with contactable references</i>	20
Total points for Functionality	100
A minimum requirement for functionality out of 100	70

Stage 3

If you attained 70 points/percent or more in Stage 2 you will now be evaluated for **Price** in terms of the **90/10-preference point system**, where 90 points will be for **Price** and 10 points will be for your **B-BBEE status**.

The points scored in respect of B-BBEE contribution (i.e. HDI status) will be added to the points scored for price.

The following formula will be used to calculate the points for **Price**:

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

Where

P_s = Points scored for comparative price of bid or offer under consideration.

P_t = Comparative price of bid or offer under consideration.

P_{\min} = Comparative price of lowest acceptable bid or offer

Points must be awarded to a bidder for attaining the 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	16
4	10
5	8
6	6
7	4
8	2
Non-compliant contributor	0

10. BIDDER'S EXPERIENCE

MICT SETA is seeking a provider that is fully au fait with the operating environment and regulatory issues faced by public entities. The inclusion of details of previous experience of providing financial management, internal audit and other similar services to the public sector is required. Supply at most five contactable references by simply stating the following:

Client	Contact Person	Contact No.	Value (R)	e-mail address	Year	Contract duration

11. Administration

The service provider/s will be expected to provide the methods, tools, and expertise that will support the MICT SETA.

12. CONDITIONS

MICT SETA does not bind itself to accept the lowest quote.

- a. MICT SETA does not bind itself to make any selection from the proposals, or quotations received.

- b. MICT SETA reserves the right, at its sole discretion, to cancel this request for proposals and/or not to make any selection of the service provider/s at all.
- c. An agreement on confidentiality of information and systems.
- d. All prices quoted must be VAT inclusive.
- e. MICT SETA will not make any upfront payments before the rendering of services.
- f. Upon the award of the bid, the successful service provider shall enter into an agreement with MICT SETA. Said agreement shall be in a format prescribed by MICT SETA.
- g. The successful bidder shall provide the service required based on the set timelines and as per the schedule to be provided by MICT SETA.

13. ENQUIRIES

Supply Chain Management (SCM) process enquiries, please contact Mr Cedric Kekana, Manager: SCM, at 011 207 2637 during office hours (08h00 – 16h30)

14. Submission of Bids

Bidders are required to submit their technical proposals in separate sealed envelopes (**labelled Technical Proposal**) and one (1) copy of financial proposal in a separate sealed envelope (**labelled Financial Proposal**).

Three (3) technical copies of bids must be submitted, comprising of one (1) original and two (2) copies.

The following information must be endorsed on the envelopes:

- **Bid No**
- **Closing date:**
- **Name of the bidder:**

PART 5: CURRICULUM VITAE-TEMPLATE

CURRICULUM VITAE TEMPLATE (Attach at least five CV's)

Proposed role in the project _____

1. Surname: _____

2. First name: _____

3. Nationality: _____

4. Education :

Institution (Date from – Date to)	Degree(s) or Diploma(s) obtained:

5. Language skills: Indicate competence on a scale of 1 to 5 (1 – excellent; 5 – basic)

Language	Reading	Speaking	Writing

6. Membership of Professional bodies:

7. Other skills: (Computer literacy etc.)

8. Present Position:

9. Years within the organisation:

10. Key qualifications: (Relevant to the project) _____

11. Relevant Experience :

Country	Date from – Date to

12. Professional experience:

Date from – Date to	Location	Company	Position	Description

Please provide more relevant information if space provided above is not sufficient.

Part 6 - GENERAL CONDITIONS OF CONTRACT

The attached General Conditions of Contract as prescribed by the National Treasury form part of the bid documentation and must be initialled by the authorised representative and witnesses of the bidder.