



**mictseta**

Media, Information and Communication Technologies  
Sector Education and Training Authority

Accelerating quality skills towards an information savvy society

**REQUEST FOR PROPOSALS**

**PROVISION OF INFORMATION MANAGEMENT SERVICES TO MICT SETA FOR A  
PERIOD OF THREE (3) YEARS SUBJECT TO MICT SETA LICENSE RENEWAL**

**RFP MICT/06/2014**

**CLOSING DATE: 21 JULY 2014**

**TIME: 11:00 am**

**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: RFP: MICT/06/2014  
CLOSING DATE: 21 JULY 2014 CLOSING TIME: 11:00 am  
DESCRIPTION: PROVISION OF INFORMATION MANAGEMENT SERVICES TO MICT SETA FOR A PERIOD OF THREE (3) YEARS SUBJECT TO 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.....

RFP: MICT 06/2014

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 MAY BE DIRECTED TO:**

Contact Person: Mr Busa Mothoagae

Tel: 011 658 1380

Fax: 086 288 6615

E-mail address: [info@tiisang.co.za](mailto: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](mailto: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**

**RFP: MICT 06/2014**

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 Communication Technologies Sector Education and 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 communicate to me/us by letter or order through the post, and such acceptance shall constitute a contract between me/us and Media, Information and Communication Technologies Sector Education and 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](http://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](http://www.sars.gov.za).



**PRICING SCHEDULE – FIRM PRICES**  
**(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number <b>RFP: MICT 06/2014</b>
Closing Time 11:00 AM	Closing date...21 JULY 2014

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm/not firm
- Delivery basis .....

**Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.**

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

**\*Delete if not applicable**

**ANNEXURE B**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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.

<sup>1</sup>“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.

<sup>2</sup>“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 **YES / NO**  
presently employed by the state?

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 **YES / NO**  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

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

(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 / **YES / NO**  
trustees / shareholders / members or their spouses conduct  
business with the state in the previous twelve months?

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**

**SBD 4**

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 :

.....  
.....  
.....



**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 Rands), 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 Rands) 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 Rands), 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:at.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/not 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:

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

**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:

$$\text{80/20} \qquad \qquad \text{or} \qquad \qquad \text{90/10}$$

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

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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
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:**

(i) .....

(ii) .....

DATE:.....

ADDRESS:.....

SIGNATURE(S)                      OF BIDDER(S)
---



## 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	<p>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? (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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes	No
4.2.1	If so, furnish particulars:		

<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals

<sup>2</sup> 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 consortium<sup>3</sup> will not be construed as collusive bidding.
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.

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

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
<b>1. GUIDELINE ON COMPLETION</b>					
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.				
<b>2. GENERAL CONDITION OF CONTRACT</b>					
2.1	The General Conditions of Contract must be accepted. (Refer to page 56)				
<b>3. ADDITIONAL INFORMATION REQUIREMENTS</b>					
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.				
<b>4. VENDOR INFORMATION</b>					
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 indication
<b>5. CONFIDENTIALITY</b>					
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.				
<b>6. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>					
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.				
<b>7. PAYMENTS</b>					
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.				
<b>No</b>	<b>Conditions</b>	<b>Confirmation</b>			
		<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no indicate deviation</b>
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.				
<b>8. NON COMPLIANCE WITH DELIVERY ITEMS</b>					
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				
<b>9. WARRANTS</b>					
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.				

<b>10. PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>					
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				
<b>No</b>	<b>Conditions</b>	<b>Confirmation</b>			
		<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no indicate deviation</b>
<b>11. RETENTION</b>					
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			
<b>NB:</b> 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"> <li>• Bid number (<b>RFP: MICT 06/2014</b>)</li> <li>• Closing Date and time (21/07/2014 at 11:00)</li> <li>• The name and address of the tenderer.</li> </ul>			
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
<b>14. CLARIFICATIONS</b>					
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) for technical queries Busa Mothoagae at 011 658 1380 Fax 086 288 6615, <a href="mailto:info@tiisang.co.za">info@tiisang.co.za</a> and SCM queries from: Cedric Kekana at cedrick.kekana@mict.org.za, 011 805 6833 respectively. The bid number should be mentioned in all correspondence				
<b>15. FORMAT OF BIDDERS</b>					
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: SEPARATE SEALED ENVELOPE CLEARLY MARKED: <b>TECHNICAL PROPOSAL</b> ONE (1) ORIGINAL AND TWO (2) COPIES OF THE TECHNICAL PROPOSAL ONE SEPARATE SEALED ENVELOPE CLEARLY MARKED: <b>FINANCIAL PROPOSAL</b> ONE (1) ORIGINAL OF FINANCIAL PROPOSAL				
No	Conditions	Confirmation			
		Yes	No	Noted	If no indicate deviation
15.3.1	<b>Part 1: REQUEST FOR BIDS</b>				
15.4	<b>Part 2: Compliance to Special Conditions of Bid and Noting of Evaluation Process and Criteria</b>				

15.5.	<b>Part 3:</b> SARS Tax Clearance Certificate, AIATA/ASATA membership certificate & B-BBEE Certificate				
	<b>3.1</b> 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.				
	<b>3.2</b> B-BBEE Certificate(s).				
15.6	<b>Part 4:</b> Standard Bid Documentation				
15.7.	<b>Part 5:</b> Technical Approach (Understanding and innovation)				
15.8	<b>Part 6:</b> Experience in this field				
15.9	<b>Part 7:</b> Team details including curricula vitae of all team members				
15.10	<b>Part 8:</b> Pricing Schedules				
<b>No</b>	<b>Conditions</b>	<b>Confirmation</b>			
		<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no indicate deviation</b>
<b>16. DETAILS OF PROPOSAL DOCUMENTS</b>					
16.1	<b>Part 1 : REQUEST FOR BIDS</b> Bidders must complete and submit the bid documents.				

16.2	<p><b>Part 2 : Compliance to Special Conditions of Bid and Noting of Evaluation Process and Criteria</b></p> <p>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.</p>				
16.3	<p><b>Part 5: Technical Approach</b></p> <p>Bidders must indicate/demonstrate their understanding of this assignment and how they will approach it</p>				
16.4	<p><b>Part 6: Experience in this field</b></p> <p>Bidders should provide at least the following information:</p> <ul style="list-style-type: none"> <li>• Details of contracts for similar/related work within the last 3 years.</li> <li>• Contract details of a minimum of 3 organisations for which work was done</li> </ul>				
16.5	<p><b>Part 7: Delivery Team details</b></p>				
16.6	<p>In this section bidders must provide details of the team named in previous part.</p>				
16.7	<p>They should provide a summary chart containing all the people to be used.</p>				
16.8	<p>For each team member there must be:</p> <ul style="list-style-type: none"> <li>• A brief capability statement indicating clearly why they are suitable to fill their position</li> <li>• A complete curriculum vitae.</li> </ul>				
16.1 1	<p><b>Part 8: Pricing Schedule</b></p>				
16.9. 1	<p>All costs related to this assignment are to be allowed for in the pricing schedule and formats prescribed.</p>				
16.1 0	<p>A pricing schedule with one of the specified elements omitted from the costing may be considered non responsive.</p>				

<b>17. PRESENTATION</b>				
17.1	The MICT SETA reserves the right to invite bidders for presentation at their costs and perform site visits on short listed bidders before the award of the bid, as part of evaluation process.			
<b>18. NEGOTIATIONS</b>				
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.			
<b>19. DOMICILIUM</b>				
19.1	The parties hereto choose domicilia citandi et executandi for all purposes of and in connection with the final contracts as follows:			

<b>No</b>	<b>Conditions</b>	<b>Confirmation</b>			
		<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no indicate deviation</b>
20.2	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				
20.3	The Service Provider: .....				





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

Accelerating quality skills towards an information savvy society

**MICT 06/2014:  
TERMS OF REFERENCE  
FOR  
PROVISION OF INFORMATION  
MANAGEMENT SERVICES TO MICT SETA  
FOR A PERIOD OF THREE (3) YEARS  
SUBJECT TO MICT SETA LICENSE  
RENEWAL**

**CONFIDENTIAL**

**27 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.
- 1.2. The MICT SETA's operations are geographically dispersed with the Head Office in Midrand and three (3) branch offices spread countrywide. Its stakeholders are geographically spread throughout the country.
- 1.3. In order to most effectively serve the Media, Information and Technology industry, and to cope with the volume of requirements, the MICT SETA requires effective Information Management (IM) processes and systems. IM services and access are provided to MICT SETA personnel at its Head Office and branch offices. Stakeholders have internet access to the MICT SETA's information via its web site and limited, controlled access to some of its systems' functionality that is exposed to the web.
- 1.4. The MICT SETA's IM services are currently provided by external service provider on the basis of a *provision of Intergrated ICT Management System for ETQA, Learnership, Levies and Grants, Skills Development and Programmes, Document Management and Archiving* with specific reference to the SETA environment.
- 1.5. The MICT SETA processes are currently supported by the following applications architecture:
  - A customised developed SETA specific application (the so called "SETA Management System" (SMS)). It has the following functions and attributes:
    - Skills module
    - ETQA and Learnerships module
    - A limited HR module
    - The SMS system supports limited document management in the form of file attachments that are linked to a transaction.
  - The current SMS system is a custom-developed application on a Microsoft SQL Server / .NET platform.

- A Web Site, through which certain SMS functions are exposed to stakeholders
- A Business Intelligence (BI) tool
- A Workflow tool
- Shared drives on Windows File servers are used for document storage
- The email system which is Microsoft Exchange based

## **2. ORGANISATIONAL STATUS OF INFORMATION COMMUNICATION TECHNOLOGY SERVICES (ICT)**

2.1. The MICT SETA currently operates on a fully outsourced operating model for its ICT services. The Incumbent Service Provider supports MICT SETA with an integrated ICT management system. The supply of the IT Infrastructure is a dual ownership model, as follows:

- **MICT SETA-OWNED INFRASTRUCTURE:**
  - MICT SETA currently owns its own desktop/ notebooks, peripheral devices and some servers.
- **SERVICE PROVIDER INFRASTRUCTURE**
  - ICT Management Infrastructure owned by the current Service Provider is currently made available to MICT SETA.

2.2. The MICT SETA has its own IT server environment at Midrand supported by the current hosted information management system solution service provider. Applications running on these servers are accessed via a Local Area Network (LAN) by users located at the MICT SETA's offices in Midrand. Where required by business operations, the external hosted system is interfaced with to transfer data. Website and other IT servers of the outsourced Business Applications / ERP system are provided and hosted by the service provider.

## **3. INFORMATION MANAGEMENT SYSTEM SOLUTION OBJECTIVES**

The following solution objectives should guide the proposed service offering:

### **3.1. Management Information System:**

- 3.1.1. MICT SETA personnel should be able to log on the intranet (LAN / WAN) and be able to interact, depending on individual security access

rights, with various databases on dedicated hosted MICT SETA file servers.

3.1.2. The systems that support the business processes have to enable the organization to reach higher levels of efficiency in order to deal with increased learner volumes without necessarily having to increase staff numbers.

### **3.2. Documentation / Data Control & Configuration Management:**

3.2.1. All documents and data, including email messages, should be controlled and configured electronically, in a user-friendly manner.

### **3.3. Skills Module**

3.3.1. The Online Grants System should provide the following capabilities:

3.3.1.1. Stakeholder log-in

3.3.1.2. Capturing and editing of organisational / employer data / records

3.3.1.3. Linking of related organisations (subsidiaries)

3.3.1.4. Registration and de-registration of Skills Development Facilitators

3.3.1.5. Online and offline capturing and editing of Workplace Skills Plans and Annual Training Reports

3.3.1.6. System generated letters e.g. approval letters, Query letters, acknowledgement letters etc.

3.3.1.7. Documents upload

3.3.1.8. Inter-Seta transfers

3.3.1.9. Creation of Temporary Levy Numbers (T-Numbers)

3.3.1.10. Grants and levies records and reports

3.3.1.11. Client relations management

3.3.1.12. System Reports

3.3.1.13. Search functions

3.3.1.14. Sector Skills Planning Dashboard (for important MICT SETA documents)

3.3.1.15. Summary of the online grant system information

### **3.4. Learning Programmes**

3.4.1. The on-line Learning Programme module should have the following capabilities to enable:

- 3.4.1.1. Letter of intent (LoI) online submission and automated acknowledgement to clients;
- 3.4.1.2. Development of Service Level Agreement(s);
- 3.4.1.3. Completion of Learner contracts (online) eg: Learnership, Skills programme, short programmes, internship and bursary contracts;
- 3.4.1.4. A Learning programme tracking system and reporting system on weekly and monthly reports (including Site Visit/vetting reports);
- 3.4.1.5. A Learning programme management system (funded and non-funded);
- 3.4.1.6. Batch payments;
- 3.4.1.7. Analysis and track SLA's vs Commitment register; and
- 3.4.1.8. Quarterly performance reporting.

### **3.5. Education and Training Quality Assurance (ETQA):**

3.5.1. Provision of a solution with the following quality assurance capabilities to enable:

- 3.5.1.1. *Online Training Provider registration*
  - Training providers to apply for accreditation online;
  - Training providers to submit Portfolio of Evidences (PoE) online;
  - A database of providers including their GPS coordinates;
  - An automated response to send expiry notifications to providers;
  - Linking of providers to:
    - Assessors
    - Moderators
    - Assessments
    - Learners
    - Site Visits

3.5.1.2. *Online Assessor registration*

- Assessors to apply online
- Assessors to submit applications online
- Assessor registration certificates to be generated by the system
- An automated reminder to be sent to all assessors reminding them of registration status expiry.

3.5.1.3. *Online Moderator registration*

- Moderators to apply online
- Moderators to submit applications online
- Moderator registration certificates to be generated by the system
- An automated reminder to be sent to all moderators reminding them of registration status expiry.

3.5.1.4. *Learner certification*

- Apply qualification rules workflow
- Online Provider submission of learner PoE
- A program tracking of all learner registration status
- Bulk printing of certificates
- Bulk approval of skills programmes.

**3.6. General requirement for all the divisions:** Schedule of activities

- Record keeping for all division staff of activities schedules;
- Ability to track and report on work schedules assigned to the specialists;

**3.7. SAQA – National Learner Record Database (NLRD) interfacing:**

3.7.1. MICT SETA personnel members should be able to log on the intranet (LAN / WAN) and be able to interact, depending on individual security access rights, with a dedicated MICT SETA relational database, to register learners, training providers, assessors, moderators and Unit Standards.

3.7.2. Report extraction capabilities should be flexible.

3.7.3. Interfacing with the SAQA NLRD should be fully electronic and compatible as per proprietary mandatory upload specification available from South African Qualification Authority (available on [www.saqa.org.za](http://www.saqa.org.za)).

3.7.4. The ability to generate test data should be made possible.

### **3.8. Website:**

- 3.8.1. Any person should be able to access the MICT SETA website domain via internet using any web browser.
- 3.8.2. Website auditing and activity statistics should be readily downloadable.
- 3.8.3. Branded email capability for the purpose of public relation events invitations should be provided.
- 3.8.4. Flash e-mail capability for urgent notifications to stakeholders should be provided.
- 3.8.5. Rich Site Summary (RSS) web feeds formats capabilities.
- 3.8.6. Skills Development Facilitators (SDF's) should be able to submit Workplace Skills Plans and Annual Training Reports electronically via website, depending on security access rights. This should trigger an automatic e-mail to notify the MICT SETA personnel of such event.
- 3.8.7. Levy grant disbursement reports should be made available to SDF's depending on security access rights.

### **3.9. Maintenance**

- 3.9.1. Ongoing maintenance of software and hardware must be assured.
- 3.9.2. Authorized MICT SETA personnel should be able to easily update website content themselves.
- 3.9.3. Authorized MICT SETA personnel should be able to easily set-up and initialize branded e-mails and flash e-mails.
- 3.9.4. A disaster recovery plan must be in place for equipment redundancy and hot-seat provision at a remote site(s).

#### **4. SCOPE OF SERVICE AND REQUIREMENTS**

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

##### **4.1. Information, Communication and Technology (ICT) Systems**

The following integrated system applications are sought:

4.1.1. SETA specific technology to support ETQA, Learnerships, Skills Development requirements.

4.1.1.1. Skills Development Functionality:

- Users to upload and capture WSP/ATR/other grants per employer when system online and offline;
- Provide dashboard report indicating summarised statistics per organisation size including but not limited to:
  - SDF registrations;
  - WSP statuses per company size (L,M,S); and company registrations into and out of MICT SETA;

4.1.1.2. ETQA and Learnership Functionality:

- Train providers on the ETQA system on regional basis;
- Scan and load all information pertaining
  - to learners and assessors;
  - all contractual details (learners, SETA, employer, etc)
- Adhere to the requirements as stipulated by DHET, SAQA and NLRD
- Pro-active notification of expiry of unit standards, qualification, certification, etc.
- Provision of a system that is flexible to updates and enhancements to meet user needs and statutory requirements
- A central database of primary / secondary learning programmes coordinates, that allows updates as the need arises;

4.1.1.3. Reporting:

- Provision of online report facilities and queries;
- Generate customised reports by the users;
- Provision of categorised reporting related to statutory and legislative submission;

4.1.2. Website requirements:



- Site Structure development and renewal
- Web hosting
- Ongoing Maintenance of content
- Bi-directional interfacing with a relational database
- User input capability
- User report extraction
- Allow information to be downloaded in pdf (Acrobat) format
- Flash e-mail capability
- Branded e-mail capability
- The maintainability, availability, integrity and security of the website content must be assured at all times
- The website must be robust, reliable, maintainable and available according to the SLA to be entered into with the service provider.

#### 4.1.3. Relational Database requirements:

- Document / data repository and control.
- Importing of current documentation / data from existing databases.
- Input of new documentation / data, e.g. MICT SETA stakeholders' documentation / data.
- User customizable report / query extraction capability.
- The database must be robust, reliable, maintainable and available according to a Service Level Agreement (SLA) to be entered into with the service provider.
- The maintainability, availability, integrity and security of documents / data must be assured at all times.

## 4.2. Business Intelligence

- Reporting to the IT support function on:

- IMS Security – general and IT related logs.
- Monthly system status reports.
- Quarterly Service Level Agreement (SLA) reviews.
- IMS Change management logs.
- IMS Risk register

#### **4.3. General requirements:**

- A supplier should have extensive experience in IT support regarding the Skills Development Act.
- A supplier must be able to meet MICT SETA's SLA and implementation deadlines.
- Evidence of IT systems implementation with other SETA' s.
- An agreement on confidentiality of information and systems.
- A supplier should have a good understanding of the MICT SETA mandate and of SETAs in general as well as the legislative environment.

#### **PRICING SCHEDULE**

- The solution objectives together with scope of work should be used when compiling the pricing for the delivery of the services
- All costing must be shown inclusive of any applicable VAT.
- Costing must be done inclusive of any applicable travel or allowances of any kind and should therefore be inclusive of all foreseeable costs to achieve the objective.

- A fixed fee associated with the delivery of the service shall be submitted in the following formart in a **separate sealed envelope as indicated**:

Item	Monthly fee
SETA Management System (itemise as per solution objectives and scope of work and requirements)	R
Hosting and WAN support	R
Desktop and LAN support	R
Once off implementation and setup fee	R
TOTAL YEAR ONE (1) COST	R
TOTAL YEAR TWO (2) COST	R
TOTAL YEAR THREE (3) COST	R
<b>TOTAL BID OFFER (VAT inclusive)</b>	<b>R</b>

- The number of units (e.g. ERP system or BI tool licenses) must be specified if they are limited in any way.
- Any unit costs (e.g. costs for additional user licenses or additional desktop support) must be explicitly quoted.

#### 5. INSTALLATION AND MAINTENANCE

- The appointed service provider will be required to install the system and provide support over a period of thirty six months subject to of MICT SETA license renewal.
- Clearly indicate the provision of an on-site support service as and when required and the costs / rate thereof.
- Ongoing maintenance of software and hardware must be assured.

#### 6. TRAINING AND PROVISION OF THE USER MANUAL

- The appointed service provider should compile a user and training manual
- The appointed service provider will be required to train selected users on the IMS solution as and when required.

## **Part 4 –EVALUATION CRITERIA AND PROCESS**

### **1. 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
5	BEE Certificate
6	All standard Bid Documents attached
7	ID Copies of owners
8	Deposit Slip, as proof of having purchased the tender.
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 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.

### EVALUATION CRITERIA

Criteria	Weight	Points
1. System functionalities and standards	30	
2. Quality system certification (Evidence of formal quality management system or independent quality management system audit reports)		
Project methodology and approach	30	
Preliminary project plan, with the process flow to be deployed in the implementation and maintenance of the Information Management Services Solution, with key milestones, activities and time frames.	10	
Track reference on similar work done and minimum of three (3) reference letters to be attached	10	
Performance on due diligence and or site visits	10	
Skills transfer and training approach	10	
<b>TOTAL</b>	<b>100</b>	

## 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**:

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

**Where**

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

**Pt = 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 90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

## 2. CONDITIONS

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

- c. MICT SETA does not bind itself to make any selection from the proposals, or quotations received.
- d. 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.
- e. All prices quoted must be VAT inclusive.
- f. MICT SETA will not make any upfront payments before the rendering of services.
- g. 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.
- h. The successful bidder shall provide the service required based on the set timelines and as per the schedule to be provided by MICT SETA.

## 3. ENQUIRIES

**Supply Chain Management (SCM) process enquiries, please contact Mr Cedric Kekana, Manager: SCM, at 011 207 2637 and for technical queries please contact Mr Busa Mothoagae at 011 658 1380, Fax 086 288 6615 [info@tiisang.co.za](mailto:info@tiisang.co.za) during office hours (08h00 – 16h30)**

## 4. 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 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.