



Transport Education Training Authority

Heart of Skills Innovation

INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	TETA19/RESEARCH/0008/WSP&SSP	CLOSING DATE:	30 JULY 2019	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR PROPOSAL/S FROM SERVICE PROVIDER/S TO CONDUCT A RESEARCH STUDY ON HOW THE WORKPLACE SKILLS PLAN (WSP) AND SECTOR SKILLS PLAN (SSP) PROCESSES AND REPORTING BE ALTERED TO CAPTURE SUB-SECTOR SPECIFIC ISSUES MORE COMPREHENSIVELY				
VALIDITY PERIOD	NINETY (90) DAYS AFTER THE CLOSING DATE				
BRIEFING SESSION	DATE: 12 JULY 2019 (COMPULSORY)			TIME: 11H00	
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
344 PRETORIA AVENUE, TETA HOUSE					
FERNDAL					
RANDBURG					
2194					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Zukisani Mangaliso		CONTACT PERSON	Mr Zukisani Mangaliso	
TELEPHONE NUMBER	011 – 577 7026		TELEPHONE NUMBER	011 – 577 7026	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@teta.org.za		E-MAIL ADDRESS	tenders@teta.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
	CODE		NUMBER		
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL	TICK APPLICABLE BOX]	

Request for Bid

VERIFICATION CERTIFICATE	☐ Yes ☐ No	SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

Transport Education Training Authority

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

SCHEDULE 1

INVITATION TO BID - SBD 1 (pp 1-3) PLUS GENERAL INFORMATION BELOW (pp 4-15)

1 CONFIDENTIAL INFORMATION DISCLOSURE NOTICE

- 1.1 This document may contain confidential information that is the property of the TRANSPORT EDUCATION and TRAINING AUTHORITY (TETA).
- 1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from TETA.
- 1.3 All copyrights and Intellectual Property herein vests with TETA.

2 INTRODUCTION

2.1 Purpose

- 2.1.1 The purpose of this Request for Bid (RFB) is an invitation to potential suppliers (hereinafter referred to as "Bidders") to submit Bids for the items/products/solutions or services as detailed under **Schedule 4**: Specification or Terms of Reference.

2.2 Objectives

- 2.2.1 The following objectives must be achieved with the implementation of the above required solution:
 - The rendering of the required services as per the terms of reference.
 - Compliance with all relevant legislations and regulations.
 - Signing of the Service Level Agreement (SLA) and Contract with TETA.
- 2.2.2 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria TETA intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) with such successful bidder. The Bid will be evaluated in terms of the **PPPFA 80/20** preferential points system.

2.3 Queries

- 2.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, **in writing**, to the contact person(s) listed below. Under no circumstances may any other employee within TETA be approached for any information. Any such action might result in a disqualification of a response submitted in competition to the RFB. TETA reserves the right to place responses to such queries on the website.

Mr Zukisani Mangaliso	Telephone	(011) 577 7026
	E-mail	tenders@teta.org.za

3 DEFINITIONS

- 3.1 Transport Education and Training Authority [hereinafter referred to as “TETA”] was in terms of the provisions of the Skills Development Act (Act No. 97 of 1998), established as a SETA in March 2000, together with other 24 SETA’s by the Minister of Labour. The establishment of TETA has enabled the long standing need for a mechanism that can provide skills in the transport industry.
- 3.2 TETA exists to ensure that the provisions of the Skills Development Act are implemented and complied with as contemplated by the Act, and to develop and improve skills in the transport sector under the auspices of the Department of Transport. TETA is required to promote facilitate, monitor and research education and training in the Transport Sector.
- 3.3 **“Acceptable Bid”** - means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
- 3.4 **“Act”** – means the Preferential Procurement Policy Framework Act (Act No. 5 of 2000).
- 3.5 **“Agent”** – means a person mandated by another person (“the principal”) to do business for and on behalf of or to represent in business transaction, the principal, and thereby acquire rights for the principal against an organ of state and incur obligations binding the principal in favour of an organ of state.
- 3.6 **“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 or goods.
- 3.7 **“Bidders”** - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by TETA to submit a bid in response to this bid invitation.
- 3.8 **“Client”** - means internal and external customers that participate in TETA registration processes.
- 3.9 **“Comparative Price”** - means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.
- 3.10 **“Consortium”** - means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.
- 3.11 **“Disability”** - means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 3.12 **“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 a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
- 3.13 **“Goods”** – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to TETA or TETA’s delegate by the successful vendor in terms of this bid.
- 3.14 **“Historically Disadvantaged Individual” (HDI)** - means a South African citizen:
- 3.14.1 Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983, (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (the Interim Constitution); and/or;

3.14.2 who is a female; and/or

3.14.3 who has a disability;

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution is deemed not to be an HDI.

3.15 **“Hosting Partners”** - means companies who entered into an agreement with TETA in the areas of application management; application hosting, application service provision, and marketplace hosting are incorporated in this category.

3.16 **“Internal Collaboration”** - means collaborative arrangements within a group of companies or within various strategic business units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.

3.17 **“Joint Ownership”** - (also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.

3.18 **“Joint Venture” - (Project)** means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.

3.19 **“Licences”** - means conditional use of another party's intellectual property rights.

3.20 **“Management”** - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

3.21 **“Non-firm Price(s)”** - means all price(s) other than “firm” price(s).

3.22 **“Organ of State”** - means a constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.

3.23 **“Person(s)”** - refers to a natural and/or juristic person(s).

3.24 **“Rand Value”** - means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.

3.25 **“Successful Vendor”** - means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.

3.26 **“Prime Vendor”** – means any person (natural or juristic) who forwards an acceptable proposal in response to this RFB with the intention of being the main contractor should the proposal be awarded to him/her.

3.27 **“Vendor Agent”** - means any person mandated by a prime vendor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime vendor and thereby acquire rights for the prime vendor or consortium/joint venture against TETA or an organ of state and incur obligations binding the prime vendor or consortium/joint venture in favour of TETA or an organ of state.

3.28 **“SMME”** – bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).

- 3.29 **“Service Partners”** - means any successful vendor who is awarded the proposal or who entered into an agreement with TETA and/or its clients to offer consulting services in areas such as but not limited to, strategic e-business consulting, evaluation, implementation and continuous improvement or system integration.
- 3.30 **“Support Partners”** - means any successful vendor who entered into partnership agreement with TETA and/or its clients for the provision of support services to a specific solution.
- 3.31 **“Sub-Contracting”** - means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.
- 3.32 **“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.
- 3.33 **“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.

4 GENERAL RULES AND INSTRUCTIONS

4.1 Confidentiality

- 4.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFB. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.
- 4.1.2 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.
- 4.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of TETA (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 4.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent TETA’s confidential information coming into the possession of unauthorised third parties. In protecting the receiving party’s confidential information, TETA shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 4.1.5 Any documentation, software or records relating to confidential information of TETA, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

- 4.1.5.1 shall be deemed to form part of the confidential information of TETA;
- 4.1.5.2 shall be deemed to be the property of TETA;
- 4.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
- 4.1.5.4 shall be surrendered to TETA on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

4.2 Preferential Procurement Reform

- 4.2.1 TETA supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, TETA insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 4.2.2 TETA will apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal.
- 4.2.3 Vendors shall submit the "Broad-Based Black Economic Empowerment Status Level Certificates" as part of this proposal. In the case of a consortium and sub-contractors, the preference certificate must be completed for each legal entity.

4.3 Language

- 4.3.1 Bids shall be submitted in **English**.

4.4 Gender

- 4.4.1 Any word implying any gender shall be interpreted to imply all other genders.

4.5 Formal contract

- 4.5.1 This RFB, all the appended documentation and the proposal in response thereto read together, forms the basis for a formal contract to be negotiated and finalised between TETA and the enterprise(s) to whom TETA awards the bid in whole or in part.
- 4.5.2 A mere offer and acceptance shall not constitute a formal contract of any nature for any purpose between TETA and any vendor.

4.6 Instructions for the submissions of a proposal

- 4.6.1 **ONE (1)** original and **THREE (3)** copies of the Bid shall be submitted on the date of closure of the Bid.
- 4.6.2 **NB:** Pricing/ Costing schedule must be submitted in a separate sealed envelope.
- 4.6.3 The original copy **MUST BE SIGNED IN INK** by an authorised employee, agent or representative of the bidder.
- 4.6.4 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.
- 4.6.5 Bids must be submitted in a prescribed response format herewith reflected as Response Format, and be sealed in an envelope.
- 4.6.6 Bids must be deposited into the tender box at reception on or before **30 JULY 2019** not later than 11h00.
- 4.6.7 All Bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date and stipulated time.
- 4.6.8 Bids received after the time stipulated will not be considered.

- 4.6.9 Bid responses sent by post or courier must reach this office at least 36 hours before the closing date to be deposited into the proposal box. Failure to comply with **par. 4.6.6** will result in your proposal being treated as a “late proposal” and will not be entertained. Such proposal will be returned to the respective vendors.
- 4.6.10 No proposal shall be accepted by TETA if submitted in any manner other than as prescribed above.

5 RESPONSE FORMAT (VERY IMPORTANT)

Vendors shall submit response in accordance with the response format specified below. No referrals may be made to comment. Failure to comply may result in the vendor being penalised.

5.1 Schedule Index:

- 5.1.1 **Schedule 1:** Invitation to Bid – SDB 1 (pages 1-3) plus General information: Pages 4 – 15 of this RFB document
- 5.1.2 **Schedule 2** : Important conditions
- 5.1.3 **Schedule 3** : Bidding Commitment
- 5.1.4 **Schedule 4** : Terms of Reference
- 5.1.5 **Schedule 5** : General Conditions of Contract (GCC)
- 5.1.6 **Schedule 6** : Non-Collusion Form
- 5.1.7 **Schedule 7** : Company Profile
- 5.1.8 **Schedule 8** : Technical Proposal
- 5.1.9 **Schedule 9** : Qualification of Lead Researcher
- 5.1.10 **Schedule 10** : Experience of Lead Researcher
- 5.1.11 **Schedule 11** : Company Reference Letters
- 5.1.12 **Schedule 12** : Preference points claim forms (SBD6.1) and B-BBEE Certificate
- 5.1.13 **Schedule 13** : Tax Clearance Requirements
- 5.1.14 **Schedule 14** : Declaration of Interest (SBD4)
- 5.1.15 **Schedule 15** : Declaration of the Bidder’s past SCM practices (SBD8)
- 5.1.16 **Schedule 16** : Certificate of Independent Bid Determination (SBD9)
- 5.1.17 **Schedule 17** : Audited Annual Financial Statements for the past two (2) years
- 5.1.18 **Schedule 18** : Pricing / Costing Schedule – **in a separate sealed envelope marked clearly with the bidder’s name and tender number and description**
- 5.1.19 **Schedule 19** : Pricing Schedule SBD 3.3 **(Must be in the same envelope as the Costing Schedule – Schedule 19)**
- 5.1.20 **Schedule 20** : Research Proposal (TETA Evaluation Checklist)

Transport Education Training Authority

Heart of Skills Innovation

6 PREPARATION

- 6.1 All additions to the bid proposal documents, i.e. annexes, supporting documentation, pamphlets, photographs, technical specifications covering equipment and/or services to be offered, shall be neatly bound as part of the schedule concerned.
- 6.2 All responses with questions posed on this bid documents shall be answered in accordance with the Response Format of this RFB.

7 ORAL PRESENTATION AND BRIEFING SESSIONS

- 7.1 Bidders who submit bid offers in response to this RFB may be required to give oral presentations, which may include, but not limited to, an equipment / service demonstration of their proposal to TETA.
- 7.2 This provides an opportunity to the vendor to clarify or elaborate on the proposal.
- 7.3 A compulsory briefing session will be held on the **12 JULY 2019, at 11 h00**. Venue: **344 PRETORIA AVENUE, TETA HOUSE, RANDBURG**

8 GENERAL CONDITIONS OF CONTRACT/BID

Bidders shall provide full and accurate answers to all including mandatory questions posed in this document, and, are required to explicitly state either "Comply/Accept (with a ✓)" or "Do not comply/Do not accept (with an X)" regarding compliance to the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

8.1

The laws of the Republic of South Africa shall govern this RFB and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Accept	Do not accept

8.2

TETA will not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response will be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Accept	Do not accept

8.3

TETA may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within twenty four (24) hours after the request has been made, otherwise the proposal may be disqualified.	Accept	Do not accept

8.4

In the case of Consortium, Joint Venture or Sub-contractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Accept	Do not accept

8.5

In the case of Consortium, Joint Venture or Sub-contractors, all bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.	Accept	Do not accept

8.6

TETA reserves the right to cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Accept	Do not accept

8.7

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Accept	Do not accept

8.8

By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.	Accept	Do not accept

8.9

Where applicable, TETA reserves the right to run benchmarks on equipment during the evaluation and after the evaluation.	Accept	Do not accept

Request for Bid

8.10

TETA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents.	Accept	Do not accept

8.11

Only the solution commercially available at the proposal closing date will be considered. No Bids for future solutions will be accepted.	Accept	Do not accept

8.12

The bidder should not qualify the proposal with own conditions. Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response will be declared invalid.	Accept	Do not accept

8.13

Should the bidder withdraw the proposal before the proposal validity period expires, TETA reserves the right to recover any additional expense incurred by TETA having to accept any less favourable proposal or the additional expenditure incurred by TETA in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.	Accept	Do not accept

8.14

Delivery of and acceptance of correspondence between TETA and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents will be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	Accept	Do not accept

8.15

Should the parties at any time before and or after the award of the	Accept	Do not accept
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Request for Bid

proposal and prior to, and or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. TETA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that TETA reserves the right to award the same proposal to next best bidders as it deems fit.		

8.16

In the case of a consortium or JV each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	Accept	Do not accept

8.17

Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing, signed by TETA signatory and added to this RFB as an addendum.	Accept	Do not accept

8.18

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Accept	Do not accept

8.19

Bidders who make use of sub-contractors. The proposal will however be awarded to the Vendor as a primary contractor who will be responsible for the management of the awarded proposal. No separate contract will be entered into between TETA and any such Sub-contractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.	Accept	Do not accept

Request for Bid

8.20

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Accept	Do not accept

8.21

No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.	Accept	Do not accept

8.22

Evaluation of Bids will be performed by an evaluation panel established by TETA. Bids will be evaluated on the basis of conformance to the required specifications as outlined in the RFB. Points will be allocated to each bidder, on the basis that the maximum number of points that may be scored for functionality (may be between 50 and 100) and points for price is 80, as per National Treasury Instruction dated 15/09/2010, and the maximum number of preference points that may be claimed for BEE (as per PPPFA) is 20.	Accept	Do not accept

8.23

TETA will not be held liable for any expenses incurred by vendors, in preparing and submitting the proposal.	Accept	Do not accept

8.24

If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	Accept	Do not accept

8.25

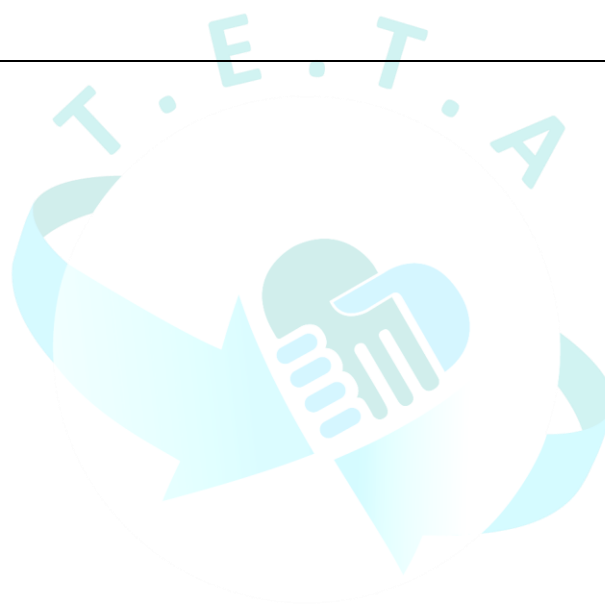
The bidders' response to this BID, or parts of the response, will be included as a whole or by reference in the final contract.	Accept	Do not accept

8.26

Should the evaluation of this bid not be completed within the validity period of the bid, TETA has discretion to extend the validity period.	Accept	Do not accept

8.27

Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.	Accept	Do not accept



Transport Education Training Authority

Heart of Skills Innovation

SCHEDULE 2

IMPORTANT CONDITIONS

1. The bid forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished on the enclosed questionnaire or in a separate annexure.
2. The bid forms should not be retyped or redrafted. Offers made in any other manner may be disregarded.
3. Should bid forms not be filled in by means of mechanical devices, for example typewriters, **ink, preferably black, must be used to fill in bid forms.**
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 the General Conditions of Contract and Order, firm bid prices and delivery periods are preferred. Consequently bidders shall clearly state whether or not prices will remain firm for the duration of the contract.
6. If non-firm prices are bided, the General Conditions of Contract and Order shall apply.
7. The bid prices shall be given in the units shown on the cost breakdown in the Pricing Schedule.
8. All prices shall be quoted in South African Currency and VAT inclusive.
9. Unless specifically provided for in the bid document, no bids transmitted by telegram, telex, facsimile, e-mail or similar apparatus shall be considered.
10. If a Consortium or Joint Venture or Sub-contractor, a **SARS PIN / CSD Supplier Number** must be submitted for each member.
11. Entities bidding as a consortium or joint venture must clearly indicate percentage participation that each entity is contributing to this bid. A signed Joint Venture Agreement must accompany the submission.
12. TETA reserve the right not to appoint any bidder for this bid.
13. The service providers must address each of the requirements as stated in the KEY DELIVERABLES and must be able to provide the stated outputs.
14. TETA will not be liable for any cost incurred in the preparation of the service providers' proposal.
15. All information provided by TETA is strictly confidential.
16. Service providers are not allowed to discuss or make any information available to any members of the public, press, other bidders or any other unauthorized person(s) except as authorized by CEO of TETA or her delegate.
17. Any false declaration of information will result in the exclusion of the appointment as service providers for TETA.
18. TETA reserves the right to discontinue the work at any given time in consultation with the service provider.

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THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE CONTRACT AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

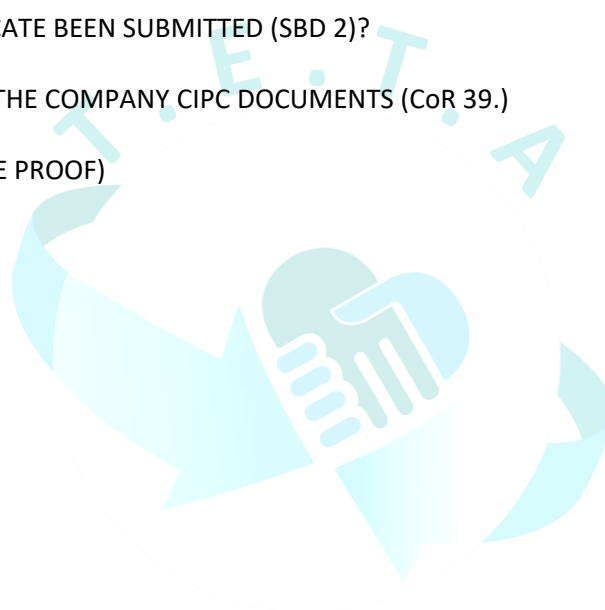
COMPANY NAME
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE ()NUMBER.....
CELLPHONE NUMBER

FACSIMILE ().....NUMBER.....

VAT REGISTRATION NUMBER

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)? YES/NO

PROOF OF SHAREHOLDINGS IN THE COMPANY CIPC DOCUMENTS (CoR 39.) YES/NO
..... (IF YES ENCLOSE PROOF)



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SCHEDULE 3

BIDDING COMMITMENT

1. I / We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Government of the Republic of South Africa on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I / We agree that –
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Department during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of Bid, Contract and Order with which I am/we are fully acquainted;
 - (c) the state may, without prejudice to its other rights, agree to the withdrawal of my/our bid, or cancel the contract that may have been entered into between me/us and the state if:
 - (i) I / we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance
 - (j) fail to fulfil the contract when called upon to do so;
 - (d) Should additional expenses occur by reason of my / our default, the state shall also have the right to recover such additional expenditure by set-off against moneys which may be due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other contract;
 - (e) If my / our bid is accepted the acceptance may be communicated to me/us by registered post and the **SA Post Office Ltd** shall be regarded as my / our agent, and delivery of such acceptance to **SA Post Office Ltd** shall be treated as delivery to me/us; and
 - (f) The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose a physical (street) address in the Republic (full address of this place)
.....
.....
3. I / We furthermore confirm that
 - I / we have satisfied myself/ourselves as to the correctness and validity of my/our bid;
 - that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents;
 - that the price(s) and rate(s) cover all my/our obligations under a resulting contract and
 - that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk
4. I / We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfilment of this contract.
5. I / We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

6. I / We declare that I/we have not been involved in negotiations with any person or company for the purpose of influencing the bid price(s) of the supplies/services described in the attached documents.

7. Are you duly authorised to sign the bid? *YES / NO

8. Has the Declaration of Interest been Completed and included with the other bid forms? *YES / NO

* Delete whichever is not applicable

Note: Failure on the part of a bidder to sign this form (BID COMMITMENT) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the bid.

SIGNATURE(S) OF BIDDER OR ASSIGNEE(S)

.....DATE.....

Please complete the following in block letters

Capacity and particulars of the authority under which this bid is signed:

Name of Bidder

Postal Address

Telephone numbers (Toll free if Applicable)

Facsimile number (s) / Fax number

Bid number

Name of contact person

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SCHEDULE 4

SPECIFICATION GOODS AND SERVICES REQUIRED / TERMS OF REFERENCE

1. BACKGROUND AND PROGRAMME OVERVIEW

Transport Education Training Authority (TETA) is a skills development agency within the transport sector. The Skills Development Act (SDA) of 1998, Skills Levy Act (SLA) of 1999 and the National Skills Development Strategy (NSDP) iii (2015 – 2020) enjoin TETA to engage relevant stakeholders in order to identify and record occupational shortages and skills gaps within the sector.

National strategies and plans, such as National Development Plan (NDP) 2030, New Growth Path, Youth Development Strategy, Nine Point Plan etc., share the common goal of eradicating poverty, inequalities as well as unemployment. Further, SDA instructs SETAs to broadly consult all relevant stakeholders in the process of developing their Sector Skills Plan (SSP) so as to avoid thumb sucking the needed skills in the sector. In responding to the above, TETA gathers statistics and other relevant information on labour market skills needs and craft responsive strategies regarding training provision.

So far, SETAs utilize data from Workplace Skills Plan (WSP) and Annual Training Report (ATR), submitted by individual participating companies, to determine the number of priority skills as well as training interventions required. WSP/ATRs data is extensively utilised to compile the SSP more than any other data source.

There has been observations from participating stakeholders, that the use of current approach to gather such an important sector skills needs data is inadequate and needs to be reviewed and/or altered to respond positively to chamber specific skills needs. In accordance with the above background TETA wants to ensure that WSP and SSP processes and reporting are based on credible and substantive input from sector employers.

2. RATIONALE AND PURPOSE

A request for a proposal from a service provider/s to conduct research on WSP and SSP processes and reporting be altered to capture chamber specific information more comprehensively.

The project will serve to understand, explore and document key features on WSP and SSP processes and reporting, to capture chamber specific information from the transport sub-sectors.

The primary focus of the study is to evaluate WSP and SSP processes and reporting with an aim to alter it to capture chamber specific information more comprehensively. The main purpose of the assignment will be to provide the SETA with detailed information regarding the current WSP and SSP processes and provide TETA with a revised WSP and SSP processes that will accurately capture chamber specific information. This should include:

- WSP/SSP and skills planning challenges at an organizational level (employed, self-employed and unemployed)
- WSP/SSP and skills planning challenges at the SETA level
- Poor defined job descriptions
- Misalignments and variances in terms of reporting
- Accurate skills development information and etc.

3. STATEMENT OF THE RESEARCH PROBLEM

The current WSP/ATRs approach, which is endorsed by Department of Higher Education (DHET) and used across all SETAs has been heavily criticised as inadequate and doesn't provide credible sector skills needs.

4. OBJECTIVES OF THE RESEARCH

4.1 Specific Objectives of the Study

- 4.1.1 To determine if WSPs and SSPs reporting are based on credible and substantive input from sector employers;
- 4.1.2 To propose a skills repository for information and data on transport sector research and development to make it available to all in the industry;
- 4.1.3 To develop a tool to determine accurately the skills needs and gaps;
- 4.1.4 To determine sub-sector critical skills shortages and demand for scarce, critical and primary skills needs for improvement comprehensively;
- 4.1.5 To collect data on the sectors Work Place Skills Plan (WSP) to inform the compilation of the Sector Skills Plan (SSP);
- 4.1.6 To quantify and provide an aggregated overview of the transport sector performance with respect to employment and revenue generation trends;
- 4.1.7 To establish compliance with skills development legislations;
- 4.1.8 To determine the challenges of WSP/SSP and skills planning at an organizational level with respect to employment, unemployment and self-employment;
- 4.1.9 To determine the misalignments and variances in terms of reporting;
- 4.1.10 To determine the constraints to work place skills planning at both organizational and SETA levels;
- 4.1.11 To provide recommendations to SETA regarding WSP format and relevant processes; and
- 4.1.12 To determine the specific WSP/SSP constraints with respect to the following:
 - Poor information management from which data is extrapolated for skills planning;
 - Poorly defined job descriptions;
 - Challenges of alignment with organizational strategy and strategic priorities;
 - Skills needs in the short term, medium and long term and emerging skills;
 - Management issues, board's acceptance and support;
 - Resource allocation and support constraints;
 - Constraints to maximizing the role of internal stakeholders;
 - Constraints to maximizing the role of external stakeholders;
 - Consultation with management and employees.

5. RESEARCH QUESTIONS

These following questions are only a guide and can be amended:

- 5.1 How credible are WSP and SSP reporting systems and are they based on inputs from employers?
- 5.2 What is the most suitable skills repository for information and data on transport sector research and development required by TETA that can be made available to all stakeholders in the industry?
- 5.3 Which tool can be developed for TETA to determine accurately update skills needs and gaps?
- 5.4 Which appropriate skills training programme guide is required for the sector?
- 5.5 What are the chamber sector critical skills shortages and demand for scarce, critical and primary skills needs that need comprehensive improvement?
- 5.6 What type of data needs to be collected on sector Work Place Skills Plan (WSP) to inform the compilation of the Sector Skills Plan (SSP)?
- 5.7 How can the transport sector performance be quantify to provide an aggregated overview of the transport sector with respect to employment, revenue generation and trends?
- 5.8 How compliant are the chambers with skills development legislations?
- 5.9 What are the challenges of WSP/SSP and skills plan at the organizational level with respect to employment, unemployment and self-employments?

- 5.10** What are the misalignments and variance in terms of reporting?
- 5.11** What are the constraints to work place skills planning at both organizational and SETA levels?
- 5.12** What is it that can be recommended to SETA regarding WSP format and relevant processes?
- 5.13** What are the specific WSP/SSP constraints with respect to the following:
- Poor information management from which data is extrapolated for skills planning;
 - Poorly defined job descriptions;
 - Challenges of alignment with organizational strategy and strategic priorities;
 - Skills need needs in the short term, medium and long term and emerging skills;
 - Management issues, board buy-in and support;
 - Resource allocation and support constrains;
 - Constraints to maximizing the role of internal stakeholders;
 - Constraints to maximizing the role of external stakeholders;
 - Consultation with management and employees.

6. SIGNIFICANCE OF THE STUDY

The study is important in many ways: firstly, it will accomplish the legislative mandate of TETA; secondly, the recommendations of this study are expected to feed into TETA's Sector Skills Plan (SSP).

7. SCOPE OF THE STUDY

The study should capture sub-sector specific information, sectors critical skills shortages and demand for scarce, critical and primary skills needs that need comprehensive improvement. For primary data collection, successful bidder should collect data from all relevant stakeholders on WSPs to determine if their reporting are based on credible and substantive input, as this will assist to achieve objectives 1 to 12 in the ToR compressively.

8. EXPECTED DELIVERABLE OF THE STUDY

TETA requires the following deliverables as a measure of quality work:

- i. Conduct in-depth interviews with management and line managers,
- ii. Conduct face to face interviews with SDF, employer bodies/associations and unions,
- iii. Conduct interviews and administer questionnaires to selected employers,
- iv. Provide a full report on WSP and SSP processes and reporting, and evidence based recommendation on what to be altered to capture chamber specific information comprehensively,
- v. Deliver a data from the interviews and online questionnaires using the tools and templates approved by TETA,
- vi. Deliver WSPs and SSPs reporting's based on credible and substantive input from sector employers,
- vii. Propose a skills repository for information and data on transport sector research and development to be made available to all in the industry,
- viii. Determine and propose a tool to accurately record skills needs and gaps to be used by TETA,
- ix. Develop and deliver a guide suitable for appropriate skills training programmes,
- x. Determine and deliver sector critical skills shortages and demand for scarce, critical and primary skills needs for improvement,
- xi. Collect data on the sectors Work Place Skills Plan (WSP) to inform the compilation of the Sector Skills Plan (SSP),
- xii. Quantify and provide an aggregated overview of the transport sector performance with respect to employment, revenue generation trends,
- xiii. Establish compliance with skills development legislations,
- xiv. Determine the challenges of WSP/SSP and skills plan at the organizational level with

- respect to employment, unemployment and self-employments,
- xv. Determine the misalignments and variance in terms of reporting,
- xvi. Determine the constraints to work place skills planning at both organizational and SETA levels,
- xvii. Provide recommendations to SETA regarding WSP format and relevant processes
- xviii. Determine the specific WSP/SSP constraints with respect to the following:
 - Poor information management from which data is extrapolated for skills planning;
 - Poorly defined job descriptions;
 - Challenges of alignment with organizational strategy and strategic priorities;
 - Skills need needs in the short term, medium and long term and emerging skills;
 - Management issues, board buy-in and support;
 - Resource allocation and support constrains;
 - Constraints to maximizing the role of internal stakeholders;
 - Constraints to maximizing the role of external stakeholders;
 - Consultation with management and employees.

9. SERVICE PROVIDER RESEARCH PROPOSAL REQUIREMENTS

The service provider shall submit research proposal that covers the following areas, which shall be measured against the RFB proposal and the following:

- a. **Introduction** (introducing the research theme properly and put it in the context Work Place Skills Plan (WSP) and Sector Skills Plan (SSP) processes and reporting to capture chamber specific issues comprehensively;
- b. **Research background** (packaging and explaining clearly the suitability of the approach in the context of Work Place Skills Plan (WSP) and Sector Skills Plan (SSP) processes and reporting on the chambers skills development profile;
- c. **Statement of the research problem** (linking the theme of the study to the problem statement emphasizing the skills programmes intervention in skills in the transport sector);
- d. **Research objectives** (indicate the specific objectives of the study clearly);
- e. **Key research questions** (coverage and fundamentals of skills programmes and intervention to serve as guide for all stages of the field survey, analysis and reporting);
- f. **Significance of the study** (indicate what is considered to be the main significance of the study;
- g. **Literature review** (Explain how the literature review will set in concept Work Place Skills Plan (WSP) and Sector Skills Plan (SSP) processes and reporting skills programmes;
- h. **Scope of work** (the primary role of the service provider will be to undertake, pilot survey, main field survey, and report production for decision making purposes. The full range of tasks include: (a) testing of the study instruments, (b) undertake interview surveys, (c) data entry and analysis (d) production of the report based on the findings);
- i. **Study Method** (explain study methods such as primary data collection, interviews covering all the chambers which should include the relevant background information to TETA on Work Place Skills Plan (WSP) and Sector Skills Plan (SSP) processes and reporting;
- j. **Study instruments** (the study instruments should include questionnaires and should be piloted and tested for finalisation in addition to training of enumerators for pilot testing, implementation of pilot test and main survey, data verification and analysis and final report on the findings by the service provider);

- k. **Report outline** (outline how the project is to be reported);
- l. **Quality of the project execution plan proposed** (explain the Project Execution Plan (PEP) report using excel spread sheet and time frames in the appendix); and
- m. **Risk analysis** (list all anticipated project-related risks and mitigating strategies thereof).

10. QUALIFICATIONS AND EXPERTISE REQUIRED

The service provider must provide TETA with a Lead Researcher with the following qualification and experience:

- a. Minimum of a Master's degree in any of the related fields of Social Sciences, Education, Economics, Statistics or related field of research.
- b. Minimum of at least 1 led and completed research study in any of the related fields of Social Sciences, Education, Economics, Statistics or related field.
- c. Knowledge and experience in skills development programmes.
- d. Excellent communication and report writing skills.

11. EVALUATION CRITERIA

This bid will be evaluated in four (4) stages as follows:

- **Stage 1** - Pre-Compliance (Administrative Compliance) Evaluation
- **Stage 2** - Definitely Non Negotiable (DNN)
- **Stage 3** - Functionality Evaluation
- **Stage 4** - Price and B-BBEE Evaluation

11.1 PRE-COMPLIANCE EVALUATION (STAGE 1)

After the bid has closed, Supply Chain Management Unit will conduct administrative compliance of bid submissions based on the following mandatory and non-mandatory requirements:

11.1.1 Mandatory Requirements

Bidders who fail to meet the following mandatory requirements will be disqualified at Pre-Compliance Phase:

Criterion	Requirement
Invitation to bid (SBD 1)	• The form must be completed and signed in black ink
No of copies of bid submission	• Only one (1) original copy must be submitted, signed by an authorised representative (s)
SARS Pin / CSD Supplier Number	• The bidder must submit a SARS Pin with expiry date to assist with verification of Tax Affairs. • If SARS Pin is not submitted provide CSD Supplier Number.
Pricing / Costing Schedule	• Submit the Pricing/Costing Schedule in a separate sealed envelope • The bidder must fully complete and sign the SBD 3.3 form in black ink
Declaration of Interest (SBD 4)	• The bidder must fully complete and sign the Declaration of interest form in black ink
Declaration of the bidder's past SCM practices (SBD 8)	• The bidder must fully complete and sign the SBD 8 form in black ink
Certificate of Independent Bid Determination (SBD 9)	• The bidder must complete and sign the SBD 9 form in black ink

Criterion	Requirement
Compulsory Briefing Session	The bidder must attend the Compulsory Briefing Session (Attendance Register to be filled in clearly with the bidder's particulars) – Failure will lead to disqualification of the proposal
Joint Venture Agreement	In a case of a JV, a JV Agreement must be submitted
CIPC Documents	- The bidder must provide certified copies of Company / Close corporation registration certificates issued by CIPC - Bidders must confirm their company registration with CIPC as TETA will not award any tender to any business that appears on the CIPC List of de-registered businesses.
General Conditions of Contract/Bid	The bidder must accept General Conditions of Contract / Bid and provide full and accurate answers posed in this section
Central Supplier Database Registration	The bidder must be registered as a supplier with Treasury on www.csd.gov.za. (Please attach proof)

11.1.2 Administrative Requirements

As part of the administrative compliance evaluation the bidder must also furnish the following non- mandatory requirements:

Criterion	Requirement
Lead Researcher	Attach certified copies of qualifications and CV of the Lead Researcher. Uncertified Qualification certificates will not be accepted as authentic.
Consent Letter from a Lead Researcher	The service provider must provide TETA with a Signed Consent Letter by the Lead Researcher.
Consent Letter from a qualified Statistician	The Service Provider must provide TETA with a signed Consent Letter from a qualified Statistician.
B-BBEE Certificate	- Preference Points Schedule (B-BBEE) form SBD 6.1 must be completed and signed - A certified copy of the B-BBEE Certificate must be submitted (not a certified copy of a copy) - Bidders must submit a valid BBEE Verification Certificate from SANAS Accredited Verification Agency / Registered Auditor approved by IRBA. - The Qualifying Small Enterprise (QSE) and Exempted Micro Enterprises (EME) must submit a sworn affidavit stamped and signed by the Commissioner of Oath confirming the Company Annual Total Revenue and level of black ownership - Failure to submit a valid B-BBEE Certificate will result in a bidder losing preference points - In a case of a JV, a combined B-BBEE Certificate must be submitted
No of copies of submission	Over and above the original submission copy, the bidder is required to submit three (3) more submission copies

Criterion	Requirement
Banking Details	Signed and bank stamped banking details
Company Profile including HDI status	The bidder must provide company background information materials / Company Profile
Letter of Authority of Signatory	The bidder must provide a Letter of Authority of Signatory to sign the bid submission, signed and in the company's Letter Head

NB: All bidders who pass the Pre-Compliance Evaluation will be further evaluated on DNN.

11.2 DEFINITELY NON NEGOTIABLE (DNN) – STAGE 2

All bidders who have passed Pre-compliance evaluation will be further evaluated on the DNN according to the criteria below:

Criteria	Description
Lead Researcher Qualifications	The Service Provider must provide TETA with a Lead Researcher with the minimum qualification of a Master's degree in any of the related fields of Social Sciences, Education, Economics, Statistics or related field Lead Researcher. NB. Attach no later than 3 months certified copies of qualifications and CV of the Lead Researcher. Uncertified qualification certificates will not be accepted as authentic. NB. The Service Provider must submit a signed Consent Letter by the Lead Researcher.
Experience of a Lead Researcher in similar assignments	The Lead Researcher must at least have led and completed <u>1</u> research study in any of the related fields of Social Sciences, Education, Economics, Statistics or related field. NB: EXPERIENCE SHOULD BE IN A TABLE FORMAT WITH CONTACTABLE REFERENCES, for example: Name of institution, title of the study, year conducted, year completed, purpose of the study, contactable reference name and contact details. NB. Complete the respective Schedule of the RFB Document
Minimum number of Company Reference Letters in similar assignments	The company must submit minimum of one (1) Reference Letter relevant to the project and contactable client that was serviced in the past years. NB: The Reference Letter must be in the letterhead of the previously serviced client and should reflect at least name of the client, title of the research study, year conducted, year completed, purpose of the study, contactable reference name and contact details.
Audited Annual financial statements	The Service Provider must submit latest 2 years audited financial statement (2017 and 2018) to demonstrate capacity to deliver on the project. IF SUBMITTED AFS ARE NOT AUDITED, THE SERVICE PROVIDER MUST STIPULATE WHY THEY ARE NOT AUDITED
Human Resources Capacity	The Service Provider must provide a list of dedicated team to be involved this project including but not limited to: - Lead Researcher - Project Administrator - Data Collectors.

NB: Service providers who fail to meet any of the DNN requirements will not be evaluated further on Pre-Compliance.

11.3 FUNCTIONALITY EVALUATION (STAGE3)

TETA applies the provisions of the **Preferential Procurement Policy Framework Act, (Act no.5 of 2000)**, the **Preferential Procurement Regulations of 2017** and **National Treasury Instruction dated 3 September 2010** where functionality is used as the criteria.

The following values with their meanings will be applied for evaluation purposes:

Values: 1 = Poor 2 = Average 3 = Good 4 = Very Good 5 = Excellent

The scores will be allocated according to the following **EVALUATION MATRIX** for assessment of bids:

NB. In addition, criterion 4 (Research Proposal) of the functionality below will be evaluated using a TETA developed Evaluation Checklist which is attached.

	FUNCTIONALITY	WEIGHT
1. Qualifications of Lead Researcher	Qualifications of a Lead Researcher Master's degree in any of the related fields of Social Sciences, Education, Economics, Statistics or related field Lead Researcher. NB. Attach no later than 3 months certified copies of qualifications and CV of the Lead Researcher. Uncertified qualification certificates will not be accepted as authentic. • PHD – Excellent (5) • Masters – Very Good (4)	15
2. Experience of Lead Researcher	Experience – Lead Researcher Must at least have led and completed one (1) research study in any of the related fields of Social Sciences, Education, Economics, Statistics or related field. • 3+ studies completed – Excellent (5) • 2 studies completed - Very Good (4) • 1 study completed - Good (3) NB: EXPERIENCE SHOULD BE IN A TABLE FORMAT WITH CONTACTABLE REFERENCES, for example: Name of institution, title of the study, year conducted, year completed, purpose of the study, contactable reference name, contact details.	15

	FUNCTIONALITY	WEIGHT
3. Company Reference Letters	References of the Company: Must submit minimum of one (1) Reference Letters relevant to the project and contactable clients that were serviced in the past years. • 3+ references – Excellent (5) • 2 references – Very Good (4) • 1 reference – Good (3) NB: The Reference Letter must be in the letterhead of the previously serviced client and should reflect at least name of the client, title of the research study, year conducted, year completed, purpose of the study, contactable reference name and contact details.	10
4. Research Proposal	Research Proposal: The bidder must provide a detailed research proposal in line with paragraph 6 and according to the following framework: 4.1. Introduction 4.2. Research background 4.3. Statement of the research problem 4.4. Key research questions 4.5. Significance / objectives of the study 4.6. Literature review 4.7. Methodology (In the methodology section the service provider should describe the actions to be taken to investigate the research problem and the rationale for the application of specific procedures or techniques to be used to identify, select, process, and analyze information applied to understanding the impact of trainings in the transport sector, allowing the reader to critically evaluate if the impact issues will be properly unpacked in the study). 4.8. Report outline 4.9. Quality of the project execution plan proposed 4.10. Conclusion 4.11. References	50
5. Financial Resources	Financial Resources (organisational liquidity and AFS): Must demonstrate financial capacity to rollout the programme: submit latest 2 years audited financial statement (2017 and 2018) to demonstrate capacity to deliver on the project. - Acid test ratio of 1 or more – Excellent (5) - Acid test ratio of less than 1 – Poor (1) NB: If your Annual Financial Statements are not audited please indicate in a properly signed Letter (in company letterheads) in terms of which authority are they not audited.	10
	TOTAL	100

NB: Bidders that score less than 70 points out of 100 points on functionality will be eliminated for further evaluation on points for price and B-BBEE status Level.

11.4 PRICE AND B-BBEE EVALUATION CRITERIA (STAGE 4)

11.4.1 Price Evaluation

TETA applies the provisions of the **Preferential Procurement Policy Framework Act, (Act no.5 of 2000)**, the **Preferential Procurement Regulations of 2017** and **National Treasury Instruction dated 3 September 2010** where functionality is used as the criteria.

Preferential points will be allocated using 80/20 as follows:

Criteria	Points
Price	80
B-BBEE status of level contributor	20
Total	100

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

Where

P_s = Points scored for price of tender under consideration

P_t = Rand value of tender under consideration

$P_{\min}$ = Price of lowest acceptable tender

11.4.2 B-BBEE Evaluation

The following Table will be used to allocate the scores as this is an 80/20 bid:

B-BBEE Status Level of Contributor	Number of Points (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

NB: The bid will be awarded to a bidder who scores the total highest points on Price and B-BBEE unless there is a compelling reason not to award the bid to the highest point scorer.

12. DURATION

The project is expected to be rolled out over a period of 12 months.

13. SPECIAL CONDITIONS OF CONTRACT

11.1 TETA's intention is to reach the entire database, should at least 80% of the population not be reached, TETA reserves the right to review the feasibility of the project.

11.2 In the event that the Lead Researcher resigns from the project, a resource of the same calibre must be approved by TETA before replacement.

14. PRICING

- 14.1 A detailed cost breakdown structure must be included.
- 14.2 All pricing must be shown inclusive of any applicable VAT.



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SCHEDULE 5

GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

GENERAL CONDITIONS OF CONTRACT

Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
 - 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
 - 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
 - 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
 - 1.20 "Project site," where applicable, means the place indicated in bidding documents.
 - 1.21 "Purchaser" means the organization purchasing the goods.
 - 1.22 "Republic" means the Republic of South Africa.
 - 1.23 "SCC" means the Special Conditions of Contract.
 - 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
 - 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance

obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- b) in the event of termination of production of the spare parts:
 - i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated

on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- b) if the Supplier fails to perform any other obligation(s) under the contract; or
- c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- i. the name and address of the supplier and / or person restricted by the purchaser;
- ii. the date of commencement of the restriction
- iii. the period of restriction; and
- iv. the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing

right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SCHEDULE 6

NON-COLLUSION FORM

I, the undersigned

In my capacity as

_____ (insert Sole Owner, Partner, President, Secretary or other title)

of _____ (insert name of the tenderer).

acknowledge that on behalf of the above mentioned tenderer, I submit to TETA, a tender and that all statements of fact in such tender are both true and correct.

I further state that:

Such tender is not made in the interest of or on behalf of any undisclosed Person, Partnership, Company, Association, Organisation or Corporation.

Such tender is genuine and not collusive or a sham.

I have not directly or indirectly by agreement, communication or reference with anyone, attempted to induce action prejudicial to the interest of the TETA, or any other tenderer or anyone interested in the proposed contract.

Prior to the opening and reading out of prices,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham tender
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that the said tenderer or anyone else would submit a false or sham tender, or that anyone should refrain from tendering or should withdraw his tender
- c. I did not, in any manner, directly or indirectly, seek by agreement, communication, or conference with anyone to raise or fix my tender price or for anyone else to raise or fix any overhead, profit or cost element of his tendered price.
- d. I did not directly or indirectly, submit this tender price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any Corporation, Partnership, Company, Association, Organisation, Tender Depository, or to any member or agent thereof, or to any individual or group of individuals, except to the Parent Company holding a controlling interest (above 50%) in my business.

Dated at _____ on this the ____ day of _____ 20__

Signature of tenderer

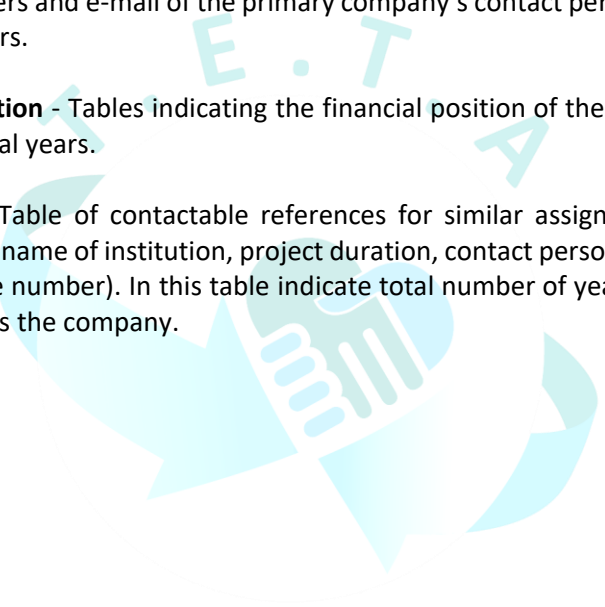
SCHEDULE 7

COMPANY PROFILE

The bidder's company profile must include but not limited to:

Bidder background information materials:

- **Bidder Operating Organisation** – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.
- **Standards** – Include information regarding your firm's utilization of widely known Industry Standards and guidelines, as they apply to your firm, your firm's proposal and proposed hardware assets.
- **Company Contact(s)** – Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company's contact person, and for any sub-Contractors.
- **Financial Position** - Tables indicating the financial position of the company in the past three fiscal years.
- **References** - Table of contactable references for similar assignments (indicate project name, name of institution, project duration, contact person, email address and telephone number). In this table indicate total number of years doing similar assignments as the company.



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SCHEDULE 8

TECHNICAL PROPOSAL

The bidder's technical proposal must provide a detailed research proposal according to the following framework:

- 4.1. Introduction**
- 4.2. Research background**
- 4.3. Statement of the research problem**
- 4.4. Key research questions**
- 4.5. Significance / objectives of the study**
- 4.6. Literature review**
- 4.7. Methodology** (In the methodology section the service provider should describe the actions to be taken to investigate the **research** problem and the rationale for the application of specific procedures or techniques to be used to identify, select, process, and analyze information applied to understanding the impact of trainings in the transport sector, allowing the reader to critically evaluate if the impact issues will be properly unpacked in the study).
- 4.8. Report outline**
- 4.9. Quality of the project execution plan proposed**
- 4.10. Conclusion**
- 4.11. References**



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SCHEDULE 9

ACADEMIC QUALIFICATIONS OF LEAD RESEARCHER

The bidder must attach certified copies of academic certificates of Lead Researcher who will participate in the programme.



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SCHEDULE 10

LEAD RESEARCHER’S EXPERIENCE:

NAME AND SURNAME OF LEAD RESEARCHER: _____ (Provide one resource)

TOTAL NUMBER OF YEARS OF EXPERIENCE IN SIMILAR ASSIGNMENTS: _____

No.	Name of Institution	Title of the Study	Purpose of the Study	Project Start Date (dd/mm/yyyy)	Project End Date (dd/mm/yyyy)	Name of Reference	Contacts Details of Reference	
							Telephone No.	Email Address
1								
2								
3								
4								

SCHEDULE 11

COMPANY REFERENCE LETTERS:

The bidder must attach reference letters relevant to the project and contactable clients that were serviced in the past years.



Transport Education Training Authority

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SCHEDULE 12

PREFERENCE POINTS CLAIM FORMS (B-BBEE CERTIFICATE) – SBD 6.1

- Bidder must complete all sections of the SBD 6.1 in black ink and ensure that the form is signed by an authorised person
- The bidder must attach a certified copy of a valid B-BBEE Certificate issued by an accredited body
- If a consortium or Joint Venture a combined B-BBEE Certificate must be furnished
- A tenderer may not be awarded points if the tenderer indicates that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended sub-contractor is an EME that has the capacity to execute the sub-contract

NB: Failure to provide the B-BBEE Certificate will lead to a bidder losing the preferential points.

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not to exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

		POINTS
1.3.1.1	PRICE	80
1.3.1.2	B-BBEE STATUS LEVEL OF CONTRIBUTION	20
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

- 2.1.1 **“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:

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80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = 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	6	14
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 or 20 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 or QSE?

(Tick Applicable Box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		

Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

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

2. **Transport Education Training Authority**
.....

DATE:.....

ADDRESS:.....

.....

.....

SCHEDULE 13

TAX CLEARANCE CERTIFICATE REQUIREMENTS

1. Background

- 1.1. Government is committed to increasing the degree of compliance with supply chain management prescripts and ensuring that persons conducting or intending to conduct business with the State are afforded no scope to abuse the Supply Chain Management system.
- 1.2. It is therefore essential to ensure that persons conducting business with the State are tax compliant at the awarding of price quotations or competitive bids as no price quotations or competitive bids may be awarded to persons who are not tax compliant.
- 1.3. On the 18th April 2016, the South African Revenue Service introduced an enhanced tax compliance status system on eFiling aimed at improving tax compliance and making it easier for taxpayers to manage their tax affairs.
- 1.4. National Treasury Regulation 16A9.1(d) requires an Accounting Officer and Accounting Authority to reject any bid from a supplier who fails to provide written proof from the South African Revenue Service that, that supplier either has no tax obligations or has made arrangements to meet outstanding tax obligations.
- 1.5. Therefore, in terms of the legislative requirements, the new tax compliance status impacts on supply chain management processes and documentation as the South African Revenue Service no longer issues tax clearance certificates.

2. Implementation of Tax Compliance Status System

- 2.1. In order to comply with the provisions indicated in paragraph 1 above and the condition of bid that successful bidder's taxes are in order, Accounting Officers and Accounting Authorities of all PFMA compliant institutions must:
 - a) Designate employees, preferably from the Supply Chain Management Unit, who must verify the tax compliance status of a taxpayer on the South African Revenue Service's eFiling system. *Guidance to the Tax Compliance functionality on eFiling is available on the South African Revenue Service website: www.sars.gov.za*
 - b) Utilise the Standard Bid Document 1 issued with this Treasury Instruction when inviting bids;
 - c) As a bid condition, Accounting Officers and Accounting Authorities must request bidders to register on the Central Supplier Database and include in their bid a copy of their Master Registration Number (Supplier Number) in order to enable the institution to verify the supplier's tax status on Central Supplier Database;
 - d) An Accounting Officers and Accounting Authorities may also request a supplier to provide tax compliance status PIN to verify bidder's tax compliance status; and
 - e) Print the tax compliance status screenview or letter with the result of the bidder's bid documents for audit purposes
- 2.2. The Central Supplier Database and the tax compliance status PIN are the approved methods that will be utilised to verify tax compliance as the South African Revenue Services does not issue Tax Clearance Certificates but has made an online provision available, via eFiling, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.

- 2.3. Accounting Officers and Accounting Authorities must therefore accept printed or copies of Tax Clearance Certificates submitted by bidders and verify them on the eFiling. The verification result recorded as per 2.1 must be filed for audit purposes.
- 2.4. Where a supplier does not submit a tax compliant status PIN but provides a Central Supplier Database Number, Accounting Officers and Accounting Authorities must utilise the Central Supplier Database Number via the Central Supplier Database website www.csd.gov.za to access the supplier records and verify tax compliance status. A printed screen view at the time of verification must be attached to the Supplier's records for audit purposes.
- 2.5. Where goods and services are procured from foreign suppliers with tax obligation in South Africa, proof of tax compliance status must be obtained from the supplier.
- 2.6. Foreign suppliers with neither South African tax obligation nor history of doing business in South Africa must complete a pre-award questionnaire on the Standard Bidding Document 1 for their tax obligation categorisation. Where a recommendation for award of a bid has been made to a bidder that responded as not being liable for taxation in South Africa, the Accounting Officers and Accounting Authorities must refer such a bidder to the South African Revenue Services on the following email address: GovernmentInstitute@sars.gov.za and provide the following information to the South African Revenue Service:
- a) Details of the foreign entity
 - b) Description of goods and services being supplied by the entity; and the
 - c) Name of the South African Government institution the bidder will be providing goods or services to
- 2.7. Where goods and services are procured from foreign suppliers with no tax obligation in South Africa for use by e.g. South African Embassies or any South African office outside the country, there is no need to require proof of tax compliance status.
- 2.8. Where goods and services are imported, all custom related taxes shall be applied as prescribed by South African Revenue Service

3. Application during Supply Chain Management Process

- 3.1. Designated employee(s) must verify the bidder's tax compliance status prior to the finalisation of the award of the bid or price quotation
- 3.2. Where the recommended bidder is not tax compliant, the bidder must be notified of their non-compliant status and be granted reasonable timeframe to rectify their tax compliance status with the South African Revenue Service. The bidder must thereafter provide the procuring entity with proof of its tax compliance status which must be verified via the Central Supplier Database or eFiling.
- 3.3. The Accounting Officer and Accounting Authority must reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status in terms of paragraph 3.2 above.
- 3.4. Where goods or services have been delivered satisfactorily without any dispute, Accounting Officers and Accounting Authorities must not delay processing payment of invoices as a result of outstanding tax matters, unless directed otherwise by the South African Revenue Service.

SCHEDULE 14

DECLARATION OF INTEREST

Bidder must complete all sections of the SBD4 in black ink and ensure that the form is signed by an authorised person.

NB: Non-compliance with the requirements stipulated above will lead to disqualification of the bid at Pre-compliance evaluation.

SBD 4

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 or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 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 **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 **YES / NO**

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?

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, **YES/NO**

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?

2.10.1 If so, furnish particulars.

Transport Education Training Authority

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**

of the company have any interest in any other related companies

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

.....

.....

3. **Full details of Directors / Trustees / Members / Shareholders.**

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

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

Transport Education Training Authority

Heart of Skills Innovation

SCHEDULE 15

DECLARATION OF BIDDER'S PAST SCM PRACTICES

Bidder must complete all sections of the SBD 8 in black ink and ensure that the form is signed by an authorised person.

NB: Non-compliance with the requirements stipulated above will lead to disqualification of the bid at Pre-compliance evaluation

CERTIFICATION

SBD 8

DECLARATIONS OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- a) This Standard Bidding Document must form part of all bids invited.
- b) 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.
- c) The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - i) abused the institution's supply chain management system;
 - ii) committed fraud or any other improper conduct in relation to such system; or
 - iii) failed to perform on any previous contract.
- d) In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Transport Education Training Authority

Heart of Skills Innovation

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	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:		

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

.....

Position

.....

Name of Bidder

SCHEDULE 16

CERTIFICATE OF INDEPENDENT BID DETERMINATION

Bidder must complete all sections of the SBD 9 in black ink and ensure that the form is signed by an authorised person.

NB: Non-compliance with the requirements stipulated above will lead to disqualification of the bid at Pre-compliance evaluation

SBD 9

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.
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.

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.
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

.....
Heart of Skills Innovation
 Position Name of Bidder

SCHEDULE 17

ANNUAL FINANCIAL STATEMENTS

The bidder must furnish TETA with audited financial statements for the recent fiscal year and the preceding two fiscal years to enable TETA to ascertain the liquidity and solvency of the bidder.

The Company's Act requires public companies and state owned companies to have an audit. In addition, the Regulations, which provide for both activity and size criteria to determine whether or not companies require audited financial statements, require any company that falls within any of the following categories in any particular financial year to have its financial statements audited:

- a) Any profit or non-profit company if, in the ordinary course of its primary activities, it holds assets in a fiduciary capacity for persons who are not related to the company, and the aggregate value of such assets held at any time during the financial year exceeds R5 million;
- b) Any non-profit company, if it was incorporated—
 - I. directly or indirectly by the state, an organ of state, a state-owned company, an international entity, a foreign state entity or a company; or
 - II. primarily to perform a statutory or regulatory function in terms of any legislation, or to carry out a public function at the direct or indirect initiation or direction of an organ of the state, a state-owned company, an international entity, or a foreign state entity, or for a purpose ancillary to any such function; or
- c) Any other company whose public interest score in that financial year is
 - I. 350 or more; or
 - II. at least 100, but less than 350, if its annual financial statements for that year were internally compiled.

Financial statements will be internally compiled, unless it was “independently compiled and reported”. In terms of the Regulations “independently compiled and reported” means that the annual financial statements are prepared:

- by an independent accounting professional
- on the basis of financial records provided by the company, and
- in accordance with any relevant financial reporting standards.

Independent review

All companies that are not required to have audited financial statements must have their financial statements independently reviewed (with the exception of companies where all the shareholders are also directors and therefore are not required to obtain an audit or a review).

The Regulations propose that an independent review of a company's annual financial statements must be carried out —

- a) In the case of a company whose public interest score for the particular financial year was at least 100, by a registered auditor, or a member in good standing of a professional body that has been accredited in terms of section 33 of the Auditing Professions Act (SAICA is the only body so accredited at the moment); or
- b) in the case of a company whose public interest score for the particular financial year was less than 100, by —
 - I. a person contemplated in paragraph (a); or
 - II. a person who is qualified to be appointed as an accounting officer of a close corporation in terms of section 60 of the Close Corporations Act, 1984.

The effect of this Regulation is that only registered auditors and CA's may perform an independent review of companies with a public interest score of more than 100.

SCHEDULE 18

PRICING / COSTING SCHEDULE

NB: The pricing must be submitted in a separate envelope.

All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

- The TETA will not entertain pricing adjustments.
- All pricing shown must EXCLUDE VAT, with the VAT components being as shown separately;
- All pricing assumptions, excluded costs and estimated costs must be clearly documented;
- TETA assumes that the pricing document as supplied is complete and covers all costs associated with these goods/services.

Item No.	Description of equipment / services	Amount / Value
1		
2		
3		
4		
5		
6		
7		
8		
	TOTAL EXCLUDING VAT	
	15% VAT AMOUNT / VALUE	R
	TOTAL AMOUNT / VALUE (INCL. VAT)	R

SCHEDULE 19

PRICING SCHEDULE (Professional Services)

SBD 3.3

NAME OF BIDDER:.....	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	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-----	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
	-----	R-----	-----days
	-----	R-----	-----days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, 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:			

* "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:			

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.
-
-
-

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:



Transport Education Training Authority

Heart of Skills Innovation

SCHEDULE 20

TETA RESEARCH PROPOSAL EVALUATION CHECKLIST

CHECKLIST FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO CONDUCT A STUDY

ON

WORKPLACE SKILL PLAN AND SECTOR SKILLS PLAN PROCESS AND REPORTING TO CAPTURE SPECIFIC ISSUES MORE COMPREHENSIVELY

NB: This checklist is expected to assist TETA in ensuring consistency and completeness in assessing consultants applying to carry out a nationwide study on how the Workplace Skills Plan (WSP) And Sector Skills Plan (SSP) process and reporting be altered to capture chamber specific issues more comprehensively

Research items		Checklist list items to be considered	Does not meet requirements	Meets requirements partially	Meets most of the requirements	Recommendation
			Decision rating scale for the assessment of the research proposal			
			0	1 - 4	7 - 10	
1	Introduction	Did the consultant introduce the research theme properly and put it in the context of Workplace Skills Plan (WSP) and Sector Skills Plan (SSP)?				
1.1	Introduction of the study theme	Consultant must indicate what they perceive to be the purpose of the study				
1.2		General outlook of transport sector WSP and SSP in South Africa				
1.3		Transport sector WSP and SSP processes and chamber specific issues				
1.4		Transport sector skills reporting process and chamber specific issues				
1.5		Qualification, experiences and accreditation of transport sector skills trainers, aggregated overview of transport sector performance				
1.6		Policy and legislative relevance of transport sector skills training in SA including employment, revenue generation, waste trends etc.				

Research items		Checklist list items to be considered	Does not meet requirements	Meets requirements partially	Meets most of the requirements	Recommendation
			Decision rating scale for the assessment of the research proposal			
			0	1 - 4	7 - 10	
2	Research background	Did the consultant packaged and explain clearly the suitability of their approach on the transport sector skills development profiles: - categories, targets, gap etc., in SA? (all chambers i.e. comprehensive approach)				
2.1	General background of the value-chain skills in the transport sector and or chambers	Aerospace				
2.2		Forward and clearing				
2.3		Freight and handling				
2.4		Maritime				
2.5		Rail				
2.6		Road transport				
2.7		Road passengers				
3	Statement of the research problems	How did the consultant link the theme of the study to the problem statement emphasizing the key problems identified in the literature and desktop study?				
3.1	Skills sector imbalances	• The gender imbalance of the tracer study • The race imbalance of the tracer study • The age imbalance of the tracer study • Provincial imbalance of the tracer study				
3.2	Skills repository status	Data on transport sector research and development with respect to repository status				
3.3	Skills needs and gaps	Identify chamber skills needs and gaps				
3.4	Employment status of trainees	• Employed % • Unemployed % • Self-employed % • Others %				
3.5	Quality of trainings in the transport sectors	Quality of workplace skills training and Sector Skills Plan				
3.6	Quality of trainings in the transports sector	• Demonstrations on the job • Practicals in class • Application of skills acquired • Workplace learning environment • Assessments of trainees				

Research items		Checklist list items to be considered	Does not meet requirements	Meets requirements partially	Meets most of the requirements	Recommendation
			Decision rating scale for the assessment of the research proposal			
			0	1 - 4	7 - 10	
3.7	Post training employment challenges and retraining	• Employed % • Unemployed % • Self-employed % • Others %				
3.8	Research objectives	Service provider must outline in the proposal the key research objectives and number them to cover the scope of the study				
4	Key research questions	Coverage and fundamentals of core areas the Workplace Skills Plan (WSP) and skills sector plan (SSP) questions to be answered are outlined and correspond with the objectives				
4.1	Fundamental questions on TETA funded skills programmes	• Are the questions feasible in terms of transport WSP and SSP? • How clear are the questions in terms of addressing the study theme? • Explain how answers to the questions will eventually be confirm, refuted or extend previous findings and provides new findings on the tracer study				
5	Significance of the study	The consultants should indicate what they consider to be the main significance of the study				
5.1	Some significant areas of skills WSP and SSP	The relevance and trends of WSP and SSP				
5.2		Skills gap between what employers want and skills acquired during training				
		Inadequate funding for training (gaps)				
5.3		How they will explore and explain why existing trained graduates are not employed or self employed				
5.5		How they will go about investigating the training gaps and future skills needs				
5.6		Most prominent skills of WSP and SSP				

Research items		Checklist list items to be considered	Does not meet requirements	Meets requirements partially	Meets most of the requirements	Recommendation
			Decision rating scale for the assessment of the research proposal			
			0	1 - 4	7 - 10	
5.7		Current stakeholder skills expectations in the transport sector				
6	Literature review	Explain how the literature review will set the current concept of skills WSP and SSP in the transport sector (Secondary data)				
6.1	The concept of sector skills processes and reporting	Explain briefly their understanding of the theme WSP and SSP				
6.1.1		Gaps and reporting to capture chamber specific issues				
6.1.2		Ways and meaning of exploring the skills gaps				
6.2	Definition of skills WSP and SSP terminologies in the transport sector	Findings from published materials such as books, policies and legislations, journal articles, official documentations etc.,				
6.2.1		Define subject areas with respect to skills chamber specific issues in the transport sector in SA				
6.2.2		Define key terms and terminologies with respect to skills WSP and SSP in the transport sector in SA				
6.2.3		Identify cases of skills accuracy of skills needs and gaps capturing				
6.2.4		Identify case studies supporting credibility of chamber specific needs and how they address skills need				
6.2.5		Establish a SWOT if necessary				
7	Methodology	The background of the method of approach to conduct WSP and SSP research				
7.1		Explicit step by step approach to be followed to carry out the study				

Research items		Checklist list items to be considered	Does not meet requirements	Meets requirements partially	Meets most of the requirements	Recommendation
			Decision rating scale for the assessment of the research proposal			
			0	1 - 4	7 - 10	
7.3	Key Informants (KI) interviews	How will the consultant organize key stakeholder interviews with the following? - • Aerospace • Forwarding and clearing • Freight handling • Maritime • Project office • Rails • Road freight • DoT • Road passenger • SD and LP • Institutions, accredited trainers and qualifications • Taxi • Others				
7.4	Transport sector skills beneficiaries survey on trainings	How will the consultants go about addressing how they will unpack the gaps expressed by the key beneficiaries of skills training such as: - • Aerospace • Forwarding and clearing • Freight handling • Maritime • Project office • Rails • Road freight • DoT • Road passenger				

Research items		Checklist list items to be considered	Does not meet requirements	Meets requirements partially	Meets most of the requirements	Recommendation
			Decision rating scale for the assessment of the research proposal			
			0	1 - 4	7 - 10	
		• SD and LP • Training institutions and accredited trainers • Taxi • Others				
7.5	Survey on skills training environment	Did the consultants explain clearly how they will explore and survey the organization of trainings such as training chamber for learners? - • Workshops • Classrooms teaching • Demonstrations schemes • Practicals exercises for leaners • Equipment used for trainings • Selection of learners • Assessment of leaners • Others				
7.6	Survey to assess the leaners skills and benefits	How will the consultants undertake the survey on the relevance of skills acquired by the learners such as? - • Relevance to job requirements • Relevance of practicals • Adaptation to job requirements • Gaps in training if any • Ability to find job or be self-employed after training • Remunerations of employed trainees • Others				
7.7	Data collection processes: - on WSP and SSP	Primary and secondary data collection methods				

Research items		Checklist list items to be considered	Does not meet requirements	Meets requirements partially	Meets most of the requirements	Recommendation
			Decision rating scale for the assessment of the research proposal			
			0	1 - 4	7 - 10	
7.8	Secondary data collection	<i>Refer to 6.1 and 6.2 of this table for secondary data collection guide</i>				
7.9	Primary data collection	What will be the method for data collection e.g. observations or data collection directly from first-hand interviews				
7.10	Primary data sourcing	Primary sources that will be used for the collection of data on WSP and SSP: - • Questionnaires • Interviews, pilot and testing of questionnaires • Focus group interviews • Observation (direct) • Case studies • Diaries • Critical incidents • Portfolios • Others				
7.11	Administration of questionnaires	Sampling procedure				
7.11.1	Definitions of sampling frames	Definition of target population for the survey • Sampling frame • Criteria for sampling • Sampling technique for KI and target respondents)				
7.11.2	Key informants sampling	Description of the sampling frames (KIs)				
	Types of sampling	From the (list in 7.4) which sampling techniques will be useful for the research on WSP and SSP?				

Research items		Checklist list items to be considered	Does not meet requirements	Meets requirements partially	Meets most of the requirements	Recommendation
			Decision rating scale for the assessment of the research proposal			
			0	1 - 4	7 - 10	
		• Random sampling • Stratifies sampling • Stratified random • Double sampling • Systematic • Cluster sampling • Others				
7.11.3	Administration of questionnaires to respondents	From the (list in 7.4) which sampling technique will be most suitable for the research on WSP and SSP for the target respondents? • Random sampling • Stratifies sampling • Stratified random • Double sampling • Systematic • Cluster sampling • Unit/s of observation • Others				
7.11.4	Sample size	Definition of population size and statistical technique to be used				
7.11.5	Data analysis and interpretation	Primary and secondary data analysis				
7.11.5.1	Qualitative and qualitative analysis methods	Qualitative data interpretation (types to be used for the study)				
7.11.5.2		Quantitative data interpretation (types to be used for the study) • Rating scales • Aggregation of results • Feature of results on skills WSP and SSP				

Research items		Checklist list items to be considered	Does not meet requirements	Meets requirements partially	Meets most of the requirements	Recommendation
			Decision rating scale for the assessment of the research proposal			
			0	1 - 4	7 - 10	
		• Graphics • Frequency distributions • Statistical techniques package to calculate (mean, average etc. • Conclusion tables • Others				
7.11.6	Key survey areas on WSP and SSP	How transport sector background analysis will be undertaken with respect to WSP and SSP				
7.11.7	Transport sector profiles on skills	How will the consultants carry out the investigations within the chambers with respect to skills WSP and SSP i.e. past trends and current situation for example: - • Aim and objectives to be achieved • Skills gaps analysis per sector (refer to 7.4) • Skills types and profiles • Skills use • Current skills need • Future skills need • Status of skills audit Training needs New and emerging skills needs Workplace Skills in each chamber Mitigation strategies to fill skills gaps if any Hiring practices by transport sectors Expectations from accredited skills trainer in the transport sector Transport sector options on quality of training (do they meet their basic requirements?) Issues of remuneration of trainees General economic climate hampering Others				

Research items		Checklist list items to be considered	Does not meet requirements	Meets requirements partially	Meets most of the requirements	Recommendation
			Decision rating scale for the assessment of the research proposal			
			0	1 - 4	7 - 10	
8	Report outline	Is the project report outline provided in the proposal?				
8.1	Report outline	Skills WSP and SSP report outline detailing the main deliverables of the study covering all the sections				
8.2	Progress reports	Consultants should explain how they will provide monthly progress report with respect to: - • Status quo or situational analysis • Questionnaires administration • Field survey processes • Results and interpretations • Recommendations • Soft copies • Hard copies • Final report and summary for TETA board members • Publication of the research • Others • Others				
9	Quality of the project execution plan proposed	Does the Project Execution Plan (PEP) report corresponds to the (excel spread sheet and time frames in the appendix?)				
9.1	Introduction	How will the consultants respond to the WSP and SSP in the transport sector in the PEP				
9.2		Main agreed stages with TETA in the PEP with respect to: - • Inception • Status-quo • The surveys desktop and field				

Research items		Checklist list items to be considered	Does not meet requirements	Meets requirements partially	Meets most of the requirements	Recommendation
			Decision rating scale for the assessment of the research proposal			
			0	1 - 4	7 - 10	
	Main stages of the PEP	• Recommendations • Results in report form • Publication of the results • Dissemination of the results • Others				
9.3	Approach to the content of the study in the report part of the PEP	• Work undertaken on skills mismatch by the consultant • Work undertaken • How the WSP and SSP will be achieved vis a vis the objectives of the study • The key study areas (<i>refer to 7.11.7</i>)				
9.4	Details of the PEP	Outline of the details and time frames of all deliverables in the PEP with cost schedules				
9.5	How will the consultants deliver?	Why the consultants think they are the most qualified to undertake the study • Introduction • Definition of deliverables • Resources persons in the team (responsibility of team members) • How they will work together and deliver the goods				
9.6	Project and programme management	How will the study be managed until successful completion and close out?				
9.7	Cost schedules	How will detail cost for each deliverable and disbursements be addressed (in the appendix)				
9.8	Risk register	How will the consultants indicate and address the potential risks of the project in the proposal? (in the appendix)				

Research items		Checklist list items to be considered	Does not meet requirements	Meets requirements partially	Meets most of the requirements	Recommendation
			Decision rating scale for the assessment of the research proposal			
			0	1 - 4	7 - 10	
9.9	Gnat chart	Is the project gnat chart corresponding to the project time frames provided in the proposal?				



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