

**SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO ACCEPT:  
PORTION 2**

	SPECIAL CONDITIONS	CONFIRMATION		
		Yes	No	If no, indicate deviation
<b>1</b>	<b>GENERAL</b>			
1.1	Respondents must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant special conditions by marking the YES box and non-compliance by marking the NO box. The bidder must clearly state if a deviation from these special conditions are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Responses not completed in this manner may be considered incomplete and rejected. Answering questions or supplying detail by referring to other sections will not be accepted. Should respondents fail to indicate agreement/compliance or otherwise, BANKSETA will assume that the respondents is <b>not</b> in compliance or agreement with the statement(s) as specified in this request for quotation.			
<b>2</b>	<b>PORTION 1 OF THE SPECIAL CONDITIONS OF REQUEST FOR QUOTATION AND CONTRACT</b>			
2.1	Portion 1 of the Special Conditions of Request for Quotation and Contract has been noted.			
<b>3</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>			
3.1	The General Conditions of Contract must be accepted.			
<b>4</b>	<b>ADDITIONAL INFORMATION REQUIREMENTS</b>			
4.1	During evaluation of the responses, additional information may be requested in writing from respondents. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your response being disregarded.			
<b>5</b>	<b>VENDOR INFORMATION</b>			

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5.1	The successful respondent will be required to complete a vendor information form detailing the organisation's complete profile.			
<b>6</b>	<b>CONFIDENTIALITY</b>			
6.1	The response and all information in connection therewith shall be held in strict confidence by respondents and usage of such information shall be limited to the preparation of the response. Respondents shall undertake to limit the number of copies of this document.			
6.2	All respondents are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding BANKSETA or of its activities to any other organisation or individual. The respondents may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate.			
<b>7</b>	<b>INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>			
7.1	Copyright of all documentation relating to this contract belongs to the client. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.			
7.2	All the intellectual property rights arising from the execution of this contract shall vest in BANKSETA who shall be entitled to cede and assign such to the Department of Higher Education and Training (DHET) and the contractor undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.			
7.3	In the event that the contractor or any project team member would like to use information or data generated by the project, for academic or any other purpose, prior written permission must be obtained from the client. Such permission will not be unreasonably withheld and if it is withheld, written reasons will be provided.			

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7.4	BANKSETA shall own all deliverables produced by the Contractor during the course of, or as part of the contract whether capable of being copyrighted or not ("IP") and which are or may become eligible for copyright under the laws of the Republic of South Africa and which relates to the contract or which arises directly from this contract. This IP BANKSETA shall be entitled to freely cede and assign to the Department of Higher Education and Training. No other document needs to be executed to give effect to this session, assignment or transfer.			
7.5	The provisions of this clause 7 shall only apply to such IP that is created during the course and scope in terms of this contract.			
7.6	The contractor assigns to BANKSETA or the Department of Higher Education and Training, as BANKSETA directs, the rights conferred upon itself as author by section 20(1) of the Copyright Act, No 98 of 1978, as amended.			
7.7	The Contractor acknowledges and agrees that each provision of clause 7 is separate, severally and separately enforceable from any other provisions of this contract.			
7.8	The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this contract.			
7.9	This contract contains various stipulatio alteri in favour of the Department of Higher Education and Training, which rights shall continue in effect after termination of this contract, and which rights can be exercised and enforced at any time by the Department of Higher Education and Training.			
7.10	This clause 7 shall survive termination of this contract.			
<b>8</b>	<b>NON-COMPLIANCE WITH DELIVERY TERMS</b>			
8.1	As soon as it becomes known to the contractor that he/she will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified, BANKSETA must be given immediate written notice to this effect. BANKSETA			

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	reserves the right to implement remedies as provided for in Clause 12.			
<b>9</b>	<b>WARRANTS and PAYMENTS</b>			
9.1	The Contractor warrants that it is able to conclude this Agreement to the satisfaction of the BANKSETA.			
9.2	The successful respondent IS NOT required to furnish to the purchaser a performance security.			
9.3	Although the contractor will be entitled to provide services to persons other than BANKSETA, the contractor shall not without the prior written consent of BANKSETA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide Services.			
9.4	The BANKSETA will pay the contractor the fee as set out in the final contract. No additional amounts will be payable by the BANKSETA to the contractor.			
9.5	The Contractor shall from time to time during the currency of the contract, invoice the BANKSETA for the services rendered. No payment will be made to the contractor unless an invoice complying with section 20 of the VAT act No 89 of 1991 has been submitted to the BANKSETA.			
9.6	Payment shall be made into the contractor's bank account normally 30 days after the receipt of an acceptable and valid invoice. Banking details must be submitted with the contractor's first invoice. Proof of the banking details will be accepted in the following forms: <ul style="list-style-type: none"> <li>• Copy of a cancelled cheque;</li> <li>• Letter from bank;</li> <li>• Statement.</li> </ul>			
9.7	The contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT or other monies required to be paid in terms of applicable law.			

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9.8	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.			
<b>10</b>	<b>PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>			
10.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof .			
10.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.			
<b>11</b>	<b>RETENTION</b>			
11.1	On termination of this agreement, the contractor shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to BANKSETA.			
11.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of this requirement shall be in writing.			
<b>12</b>	<b>Dispute Resolution</b>			
12.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.			
12.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of his			

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	intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. Such notice shall be in English.			
12.3	Notice of intention to commence with mediation shall be writing, in the English language, and served on the other party either personally, by facsimile or electronic mail.			
12.4	If the parties are unable to agree on a mediator or to resolve any disputes by way of mediation within 14 days (fourteen days) of any party requesting in writing that the dispute be resolved by mediation, it may be settled in a South African court of law.			
12.5	All disputes shall be referred to mediation with an AFSA accredited and appointed mediator in accordance with the then current rules of the Arbitration Foundation of Southern Africa or its successor.			
12.6	Notwithstanding any reference to mediation and/or court proceedings herein,  (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier			
<b>13</b>	<b>FORMAT OF QUOTATIONS</b>			
13.1	Respondents must complete all the necessary quotation documents and undertakings required in this quotation document. Respondents are advised that their responses should be concise, written in plain English and simply presented. Respondents are to set out their quotation in the format prescribed hereunder:			
<b>13.2</b>	<b>Part 1: Special conditions of quotation and contract</b>			
13.2.1	Respondents must complete and return <b>only</b> portion 2 of the Special Conditions of Quotation and Contract.			
<b>13.3</b>	<b>Part 2: SARS Tax Clearance Certificate(s)</b>			

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13.3.1	An <b>original</b> valid SARS Tax Clearance Certificate must accompany the quotation. In case of a consortium/ joint venture, or where sub-contractors are utilised, an <b>original</b> valid SARS Tax Clearance Certificate for each consortium/ joint venture member <b>and/or sub-contractor</b> (individual) <b>must</b> be submitted. The certificate requirements page should <b>not</b> be returned as part of the submission.			
<b>13.4</b>	<b>Part 3: Declaration of Interest</b>			
13.4.1	Each party to the response must complete and return the Declaration of Interest.			
<b>13.5</b>	<b>Part 4: Declaration of bidder's past Supply Chain Management practices</b>			
13.5.1	Each party to the response must complete and return "Declaration of bidder's past Supply Chain Management practices".			
<b>13.6</b>	<b>Part 5: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011 (Purchases)</b>			
13.6.1	Bidders must complete and return the Preference Points Claim Form (Purchases).			
13.6.2	For a consortium or joint venture: <ul style="list-style-type: none"> <li><input type="checkbox"/> a trust, consortium or joint venture will qualify for points for the B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.</li> <li><input type="checkbox"/> 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.</li> </ul>			
13.6.3	Submit a valid B-BBEE certificate/s from a verification agency that has been accredited with SANAS. A list of accredited BEE verification agencies can be found on the SANAS website by selecting the following link: <a href="http://www.sanas.co.za/directory.php">http://www.sanas.co.za/directory.php</a> .			

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<b>13.7</b>	<b>Part 6: Certificate of independent bid determination.</b>			
13.7.1	Complete and submit the certificate together with quotation documentation. <b>(SBD9)</b>			
<b>13.8</b>	<b>Part 7: Invitation to Quote</b>			
13.8.1	Respondents must complete, sign and return the full "Invitation to Quote" document.			
<b>13.9</b>	<b>Part 8: Company Overview</b>			
	<p>Submit an overview of the company covering at least the following:</p> <ul style="list-style-type: none"> <li>• Details of how long the company has been in existence and operational.</li> <li>• Location, facilities and staffing.</li> <li>• Overview of the operations.</li> <li>• Name of Auditors and contact person.</li> <li>• Name of Legal Advisors and contact person.</li> <li>• Respondents are required to provide credible documentary proof of their (a) local and (b) international rankings in their response.</li> </ul>			
<b>13.10</b>	<b>Part 9: Technical approach/Solution Methodology</b>			
13.10.1	Respondents shall provide a detailed explanation of their solution methodology/project management methodology to be adopted. The solution proposed by the respondent must contain sufficient detail to allow an analysis of the solution to determine sustainability and feasibility of the solution.			
13.10.2	<p>The solution should further include as a minimum the following:</p> <p><input type="checkbox"/> Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid, or overcome such problems.</p>			



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	<input type="checkbox"/> Describe how the work will be managed. Provide an organisation chart clearly indicating: <ul style="list-style-type: none"> <li>▪ The lines of reporting and supervision within the respondent's team.</li> <li>▪ The lines of reporting between the respondent and BANKSETA and other stakeholders, if applicable.</li> </ul> <input type="checkbox"/> Identify the position(s) involved in the direct delivery of the service to be provided and in the overall management of the work and name the people who will fill these positions, including sub-contractors. <input type="checkbox"/> Describe the tasks, duties or functions to be performed by staff in these positions. <input type="checkbox"/> Indicate the number of hours required to complete each task and the number of hours to be provided by each team member.			
13.10.3	Provide a work plan of activities. In addition to providing details of the estimated number of work days for each activity, respondents are to supply a detailed timetable that identifies when certain activities will be undertaken and over what period they will be spread. The timing of activities, the time needed to complete them, and the order in which they will be undertaken must be explained and justified.	X		
	The work plan could for example cover the following:	X		

13.10.4	Please note that <b>part 9</b> should be no longer than 20 single-sided A4 pages in Arial 11 (font size).	X		
<b>13.11</b>	<b>Part 10: Team details</b>			

13.11.1	<p>In this part, respondents must provide details of the team named in the previous part.</p> <p>The respondents must provide CV's of the proposed team members.</p> <p>The respondents must provide a summary chart containing all the people to be used.</p>	X		
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Name	Position in team	Current position	Years of experience	Education	Relevant specialist areas of knowledge demonstrating suitability for position

<b>13.12</b>	<b>Part 11: References and Related Experience</b>			
13.12.1	<p>Respondents shall provide a at least three written references of contracts/ projects where products/services have been provided and which are at least the equivalent magnitude and scope covered by this RFQ within the last 5 years.</p> <p>Please indicate if we may contact them for a verbal reference.</p> <p>Respondents must complete and submit the table hereunder in response to Part 11 (please copy and paste this into a separate document and submit under Part 11).</p>			

No.	<u>Item Description</u>	<u>Reference 1</u>	<u>Reference 2</u>	<u>Reference 3</u>
1.	Client Name:			
2.	Name of Contact Person:			
3.	Contact details:			
4.	Type of Client Business:			
5.	Location details:	See Reference document Attached		
6.	Summary of the Project:			
7.	Project duration (start date and end date):			
8.	Approximate project cost:			
9.	Delivered within budget and timeframe?			
10.	Is this a Reference site that BANKSETA can contact/visit (Yes/No)?			

<b>13.13</b>	<b>Part 12: Pricing Schedule</b>			

13.13.1	Any budget amount and quantities that may be indicated in this document shall be deemed to be a guide only and respondents are expected to submit a costing that is fair and reasonable.			
13.13.2	All costs related to this assignment are to be allowed for in the pricing schedule and in the formats prescribed and must be returned as part of the submission. The proposed totals for fees and reimbursables will be included in the contract as the maximum amount to be spent on these items.			
13.13.3	A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.			
13.13.4	<u>Complete</u> the attached pricing model (Appendix A). NOTE: The requirement stated above is a critical requirement: should a respondent not complete and submit this Appendix A, the response will be excluded from further evaluation			
	<input type="checkbox"/> VAT: Value Added Tax must be shown separately.			